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April 15, 2013

ELECTRONIC FILING

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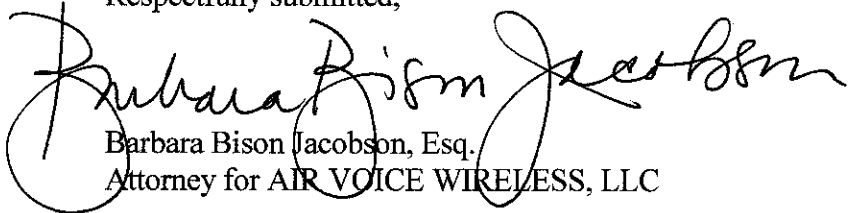
Re: AIR VOICE WIRELESS, LLC

Dear Ms. McCauley:

Attached please find for filing AIR VOICE WIRELESS, LLC's Application for Designation as a Low-Income Competitive Eligible Telecommunications Carrier.

If you have any questions, or if I may provide you with additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,



Barbara Bison Jacobson, Esq.
Attorney for AIR VOICE WIRELESS, LLC

Enclosures

cc: Jim Bahri

**BEFORE THE
PUBLIC UTILITIES COMMISSION OF OHIO**

In the Matter of the Application of
AIR VOICE WIRELESS, LLC
for Designation as a Low-Income Competitive
Eligible Telecommunications Carrier

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Case No. 13-0952-TP-UNC

**APPLICATION OF AIR VOICE WIRELESS, LLC
FOR DESIGNATION AS A LOW-INCOME COMPETITIVE ELIGIBLE
TELECOMMUNICATIONS CARRIER**

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April 15, 2013

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**APPLICATION OF AIR VOICE WIRELESS, LLC
FOR DESIGNATION AS A LOW-INCOME COMPETITIVE ELIGIBLE
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I. INTRODUCTION

AIR VOICE WIRELESS, LLC (“Air Voice” or the “Company”), by its undersigned counsel, and pursuant to Section 214(e)(2) of the Communications Act of 1934, as amended (the “Act”),¹ Sections 54.101 through 54.207 of the Rules of the Federal Communications Commission (“FCC”),² and the rules and regulations of the Public Utilities Commission of Ohio (“Commission”), hereby submits this Application for Designation as an Eligible Telecommunications Carrier (“ETC”) in the State of Ohio. Air Voice seeks ETC designation solely to provide Lifeline service to qualifying Ohio consumers; it will not seek access to funds from the Universal Service Fund (“USF”) for the purpose of participating in the Link-Up program or providing service to high cost areas.³ As demonstrated herein, and as certified in Exhibit I, Air Voice meets all the statutory and regulatory requirements for designation as an ETC in the State of Ohio, including the new requirements outlined in the FCC’s *Lifeline and*

¹ 47 U.S.C. § 214(e)(2).

² 47 C.F.R. §§ 54.101-54.207.

³ Given that the Company only seeks Lifeline support from the low-income program and does not seek any high-cost support, ETC certification requirements for the high-cost program are not applicable to the Company.

Link Up Reform Order.⁴ Rapid grant of Air Voice's request, moreover, would advance the public interest because it would enable the Company to commence much needed Lifeline services to low-income Ohio residents as soon as possible. Accordingly, the Company respectfully requests that the Commission expeditiously approve this Application for ETC designation.

All correspondence, communications, pleadings, notices, orders and decisions relating to this Application should be addressed to:

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II. UNIVERSAL SERVICE OFFERING

A. Company Overview

Air Voice is a Michigan Limited Liability Company.⁵ Its principal office is located at 2425 Franklin Road, Bloomfield Hills, Michigan 48302. Air Voice is a provider of commercial mobile radio service ("CMRS") and will provide prepaid wireless telecommunications services to consumers by reselling the network services of AT&T Wireless ("AT&T"). Air Voice obtains from AT&T the network infrastructure and wireless transmission facilities to allow the Company to operate as a Mobile Virtual Network Operator ("MVNO"). Air Voice has been designated as an ETC in Michigan. Air Voice currently has applications for ETC designation pending with Indiana,

⁴ *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 and Link Up Reform Order*").

⁵ Air Voice was organized in the State of Michigan on May 7, 1999.

Pennsylvania, and Wisconsin, and is awaiting designation as an ETC by the FCC for the states of Alabama, Connecticut, Delaware, District of Columbia, Florida, New Hampshire, New York, North Carolina, Tennessee, Texas and Virginia; no such petitions have been denied. Air Voice does not have a holding company, operating company or any affiliates.

Air Voice's wireless services that are affordable and easy to use are attractive to low-income and lower-volume consumers, providing them with access to emergency services and a reliable means of communication that can be used both at home and while traveling to remain in touch with friends and family and for contacting prospective employers. Air Voice offers simple prepaid calling plans, a variety of additional features, basic easy-to-use handsets, upgraded full feature handsets and high-quality customer service. Air Voice has established itself as a leader in the non-Lifeline prepaid market and intends to be a leader in the Lifeline prepaid marketplace by offering Lifeline consumers the same exceptional value that it offers to its non-Lifeline customers.

Given its pricing and marketing strategy and the demographics of other, similar MVNOs' customers, Air Voice anticipates that many of its customers will be from low-income backgrounds and will not previously have enjoyed access to wireless service because of economic constraints, poor credit history, or sporadic employment. Air Voice does not conduct credit checks or require customers to enter into long-term service contracts as a prerequisite to obtaining prepaid wireless service. By providing affordable wireless plans and quality customer service to consumers who are otherwise unable to afford them, or were previously ignored by traditional carriers, Air Voice will expand the availability of wireless services to many more consumers, which is the principal reason that Congress created the universal service program.

B. Proposed Lifeline Offering

Air Voice has the ability to provide all services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC's Rules (47 C.F.R. § 54.101(a)) throughout Ohio. The Company's Lifeline service offering will provide customers with the same features and functionalities enjoyed by all other Air Voice prepaid customers, with one notable exception: prepaid Lifeline services will not require payment of an out-of-pocket fee by subscribers, but instead, Air Voice will receive support from the Lifeline program as compensation for providing those services.

Air Voice will provide its Lifeline service under the brand designation "Feel Safe Wireless." As summarized in Exhibit A, the Company's proposed Lifeline rate plan includes a free phone and 250 free voice minutes each month. Unused minutes expire at the end of the last day of their cycle. The account is then automatically replenished with the next month's 250 free voice minutes. If a subscriber runs out of minutes, they have the option to purchase additional voice minutes billed at \$0.10 per minute. This plan includes nationwide coverage and access to voice mail, call waiting, three way calling, call forwarding and Caller ID features at no cost. There is no additional charge for toll calls or calls to Air Voice customer care. Calls to 911 are free, regardless of service activation or availability of minutes. Lifeline customers also have the option, for an additional fee, to purchase the text and data plans that are available to all Air Voice customers. Air Voice's prepaid offering will be an attractive alternative for consumers who need the mobility, security, and convenience of a wireless phone, but who are concerned about usage charges or long-term contracts.

C. Prevention of Waste, Fraud and Abuse

Air Voice recognizes the importance of safeguarding the USF. Therefore, the Company has implemented the following 60-day non-usage policy in an effort to avoid waste, fraud, and abuse of the program. If no usage appears on an Air Voice Lifeline customer's account during any continuous 60-day period, Air Voice will promptly notify the customer that the customer is no longer eligible for Air Voice Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active, but Air Voice will engage in outreach efforts to determine whether the customer desires to retain the Company's Lifeline service. If the customer's account does not show any customer-specific activity during the grace period (such as making or receiving a voice call, sending a text message and/or adding money to the account), Air Voice will deactivate Lifeline services for that customer. In addition, Air Voice will not seek to recover a USF subsidy for the minutes provided to the customer during the grace period or thereafter report that customer on its USAC Form 497 unless the customer reinitiates service.

To further protect the integrity of the USF, Air Voice has contracted with CGM, LLC of Roswell, Georgia, a lifeline service bureau, to edit all subsidy request data. 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 systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described above, Air Voice ensures that it does not over-request from support funds.

III. THE COMMISSION HAS JURISDICTION TO DESIGNATE WIRELESS ETCs

Section 214(e)(2) of the Act provides state public utility commissions with the “primary responsibility” for the designation of ETCs.⁶ Although Section 332(c)(3)(A) of the Act prohibits states from regulating the entry of or the rates charged by any provider of commercial mobile service or any private mobile service, this prohibition does not allow states to deny wireless carriers ETC status.⁷ Therefore, the Commission has the authority to designate Air Voice as an ETC. Pursuant to this authority, the Commission has historically participated in determining whether to grant ETC status to an applying carrier, including any requesting wireless carrier.⁸ Under the Act, a state public utility commission with jurisdictional authority over ETC designations must designate a common carrier as an ETC if the carrier satisfies the requirements of Section 214(e)(1). Air Voice recognizes that Section 214(e)(1)(A) of the Act states that ETCs shall offer services, at least in part, over their own facilities and that Section 54.201(i) of the FCC’s Rules (47 C.F.R. § 54.201(i)) prohibits state commissions from designating as an ETC a telecommunications carrier that offers services exclusively through the resale of another carrier’s services. However, the FCC recently granted forbearance from enforcement of this facilities requirement to carriers seeking Lifeline-only ETC designation.⁹ Section 10(e) of the Act (47 U.S.C. § 160(e)) provides: “[a] State commission may not continue to apply or enforce any

⁶ 47 U.S.C. § 214(e)(2).

⁷ See *Federal-State Joint Board on Universal Service, First Report and Order*, 12 FCC Rcd 8776, 8858-59, ¶ 145 (1997) (“USF Order”).

⁸ See e.g., *In the Matter of the Commission Investigation of the Intrastate Universal Service Discounts, Supplemental Finding and Order*, Case No. 97-632-TP-COI (May 21, 2009) (“TracFone ETC Order”); *In the Matter of the Application of Cincinnati Bell Wireless LLC for Designation as an Eligible Telecommunications Carrier in the State of Ohio*, Case No. 10-2449-TP-UNC, Order (December 29, 2010) (“CBW ETC Order”); *In the Matter of the Application of Nexus Communications dba Reachout Wireless for Designation as an Eligible Telecommunications Carrier in the State of Ohio*, Case No. 10-432-TP-UNC, Order (June 22, 2011) (“Nexus ETC Order”).

⁹ See *Lifeline and Link Up Reform Order* at ¶ 368.

provision of this chapter that the [Federal Communications] Commission has determined to forbear from applying under subsection (a) of this section.” As such, the Commission is required by Section 10(e) to act in accordance with the FCC’s grant of forbearance, and therefore may not apply the facilities-based requirement to Air Voice. Therefore, the Commission has the authority under Section 214(e)(2) of the Act to grant Air Voice’s request for designation as an ETC throughout the State of Ohio.

A. The ETC Designation Request Is Consistent with Recent Commission Precedent

Air Voice’s request for ETC designation to participate in the Lifeline program is consistent with the Commission’s recent designations of TracFone, CBW, and Nexus as ETCs.¹⁰ In its decisions, the Commission determined that TracFone, CBW, and Nexus satisfied all of the necessary eligibility requirements and that designation of a prepaid wireless provider as an ETC would serve the public interest. Air Voice requests that the Commission expeditiously process its ETC Application so that it can quickly commence providing qualifying low-income Ohio customers with affordable USF-supported wireless services during these challenging economic times for all state residents. Designation of Air Voice as an ETC would further competition for wireless Lifeline services and would offer Lifeline-eligible consumers an additional choice of providers for accessing telecommunications services, representing a significant step towards ensuring that all low-income consumers share in the many benefits associated with access to wireless services.

¹⁰ See *TracFone ETC Order*; *CBW ETC Order*; and *Nexus ETC Order*.

IV. AIR VOICE SATISFIES THE REQUIREMENTS FOR DESIGNATION AS AN ETC

Section 254(e) of the Act provides that “only an eligible telecommunications carrier designated under section 214(e) shall be eligible to receive specific federal universal service support.” Section 214(e)(2) of the Act authorizes state commissions, such as the Commission, to designate ETC status for federal universal service purposes and authorizes the Commission to designate wireless ETCs.¹¹ Section 214(e)(1) of the Act and Section 54.201(d) of the FCC’s rules provide that applicants for ETC designation must be common carriers that will offer all of the services supported by universal service, either using their own facilities or a combination of their own facilities and the resale of another carrier’s services, except where the FCC has forbore from the “own facilities” requirement. Applicants also must commit to advertise the availability and rates of such services.¹² As detailed below, Air Voice satisfies each of the above-listed requirements.

A. Air Voice Will Provide Service Consistent with the FCC’s Grant of Forbearance from Section 214’s Facilities Requirements

Although Section 214 requires ETCs to provide services using their facilities, at least in part, the FCC has forbore from that requirement with respect to carriers such as Air Voice. In the *Lifeline and Link Up Reform Order*, the FCC granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:¹³

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing,

¹¹ *USF Order*, at 8858-59, ¶ 145.

¹² *See* 47 U.S.C. § 214(e)(1) and 47 C.F.R. § 54.201(d)(2).

¹³ *See Lifeline and Link Up Reform Order* at ¶¶ 368, 373 and 379.

at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan providing specific information regarding the carrier's service offerings and outlining the measures the carrier will take to implement the obligations contained in this Order as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary."

Air Voice will avail itself of the FCC's grant of blanket forbearance. In accordance with the *Lifeline and Link Up Reform Order*, Air Voice filed its Compliance Plan which the FCC approved on December 26, 2012. A copy of its Compliance Plan, as approved, is attached hereto as Exhibit M and Air Voice commits to providing Lifeline service in Ohio in accordance with the Compliance Plan.

B. Air Voice Is a Common Carrier

CMRS providers like Air Voice are common carriers.¹⁴

C. Air Voice Will Provide All Required Services and Functionalities

Through its wholesale arrangements with AT&T, Air Voice is able to provide all of the services and functionalities required by Section 54.101(a) and Section 54.202(a) of the FCC's Rules (47 C.F.R. § 54.101(a) and 47 C.F.R. § 54.202(a)) including the following:

1. Voice Grade Access to the Public Switched Telephone Network

Air Voice provides voice grade access to the public switched telephone network ("PSTN") through the purchase of wholesale CMRS services from AT&T.

¹⁴ *Implementation of Sections 3(n) and 332 of the Communications Act, Regulatory Treatment of Mobile Services*, GN Docket No. 93-252, Second Report and Order, 9 FCC Rcd 1411, 1425 ¶ 37, 1454-55 ¶ 102 (1994) (wireless resellers are included in the statutory "mobile services" category, and providers of cellular service are common carriers and CMRS providers); 47 U.S.C. § 332(c)(1)(A) ("mobile services" providers are common carriers); *see also PCIA Petition for Forbearance for Broadband PCS*, WT Docket No. 98-100, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 13 FCC Rcd 16857, 16911 ¶ 111 (1998) ("We concluded [in the *Second Report and Order*] that CMRS also includes the following common carrier services: cellular service, ... all mobile telephone services *and resellers of such services*.") (emphasis added).

2. Minutes of Use for Local Service

As part of the voice grade access to the PSTN, an ETC must provide minutes of use for local service at no additional charge to end-users. The FCC has not specified a minimum amount of local usage that an ETC must offer.¹⁵ Air Voice provides its customers with minutes of use for local service at no additional charge.

3. Access to Emergency Services

Air Voice provides 911 and E911 access for all of its customers to the extent the local government in its service area has implemented 911 or E911 systems. Air Voice also complies with the FCC's regulations governing the deployment and availability of E911 compatible handsets.

4. Toll Limitation for Qualified Low-Income Customers

In its *Lifeline and Link Up Reform Order*, the FCC stated that toll limitation would no longer be deemed a supported service.¹⁶ "ETCs are not required to offer toll limitation service to low-income consumers if the Lifeline offering provides a set amount of minutes that do not distinguish between toll and non-toll calls."¹⁷ Nonetheless, Air Voice's offerings inherently allow Lifeline subscribers to control their usage, as its wireless service is offered on a prepaid pay-as-you-go basis. The Company's service, moreover, is not offered on a distance-sensitive basis and local and domestic long distance minutes are treated the same. Air Voice will not seek reimbursement for toll limitation service.

¹⁵ See, e.g. *In the Matter of Federal-State Joint Board on Universal Service*, Recommended Decision 15 FCC Rcd 7331 (2002).

¹⁶ See *Lifeline and Link Up Reform Order* at ¶ 367.

¹⁷ See *id.* at ¶ 49.

5. Other Services

While no longer required by 47 C.F.R. § 54.101(a), Air Voice provides dual tone multi-frequency (“DTMF”) signaling to expedite the transmission of call set up and call detail information throughout the network, single party service for the duration of each telephone call and not multi-party (or “party-line”) services, access to operator services, the ability to make interexchange, or long distance, telephone calls, and access to directory assistance services by dialing “411” from the provided wireless handsets.

D. Air Voice Will Advertise the Availability of Supported Services

Air Voice will advertise the availability and rates for the services described above using media of general distribution as required by Section 54.201(d)(2) of the FCC’s regulations¹⁸ and in accordance with the requirements set forth in the *Lifeline and Link Up Reform Order*.¹⁹ The Company will advertise its services in a manner reasonably designed to reach those likely to qualify for Lifeline services using mediums for outreach that may include advertisements via newspapers, direct mail, event representation, radio, and the internet. The Company will engage in advertising campaigns specifically targeted to reach those likely to qualify for Lifeline services, promoting the availability of cost-effective wireless services to this neglected consumer segment.

Air Voice intends to utilize its network of retail partners to help promote the availability of its Lifeline service, especially those retail outlets that are frequented by low income consumers. Air Voice will provide retail vendors with signage to be displayed where Company

¹⁸ See 47 C.F.R. § 54.201.

¹⁹ See *Lifeline and Link Up Reform Order* at Section VII.F.

products are sold, and with printed materials describing the Company's Lifeline program.²⁰ Air Voice may also promote the availability of its Lifeline offering by distributing brochures at various state and local social service agencies, and may partner with nonprofit assistance organizations in order to inform customers of the availability of its Lifeline service.

Statistics suggest that there are many eligible customers who are not yet aware of the Lifeline programs. According to the best data available to the Company, as of December 31, 2010, only between 20-50% of consumers eligible for Lifeline Services in the State of Ohio were being provided such services.²¹ Air Voice believes that its advertising and outreach efforts detailed above will result in increased participation in the Lifeline program.

E. Air Voice Requests Designation Throughout Its Service Area in Ohio

Air Voice is not a rural telephone company as defined in Section 153(37) of the Act (47 U.S.C. § 153(37)). Accordingly, Air Voice is required to describe the geographic area(s) within which it requests designation as an ETC. Air Voice requests designation as an ETC that is statewide in scope, subject to the existence of its underlying carrier's facilities and corresponding coverage.²² Air Voice understands that its service area overlaps with many rural carriers in Ohio, but maintains that the public interest factors described below justify its designation in these carriers' service areas, especially because it seeks ETC designation solely to utilize USF funding to provide Lifeline service to qualified low-income consumers. It does not seek and will not accept high cost support. Nor does the Company seek to provide Link-Up service.

²⁰ See attached Exhibit G for a sample advertisement.

²¹ See attached Exhibit K, 2010 Lifeline Participation Rates by State, which was obtained from USAC, an independent not-for-profit corporation designated as the administrator of the federal Universal Service Fund by the FCC. USAC administers Universal Service Fund (USF) programs for high cost companies serving rural areas, low-income consumers, rural health care providers, and schools and libraries.

²² A list of wire centers in which the Company requests ETC designation is attached hereto as Exhibit L.

Therefore, its designation as an ETC will cause no growth in the high cost portions of the USF and will not erode high cost support from any rural telephone company. In fact, the FCC has determined that “[d]esignation of competitive ETCs promotes competition and benefits consumers in rural and high-cost areas by increasing customer choice, innovative services, and new technologies.”²³ In the *TracFone ETC Order*, this Commission noted that the distinction between nonrural and rural has little significance for the purpose of Lifeline support.²⁴ The Commission may designate Air Voice as an ETC in non-rural areas that Air Voice serves without redefining the service areas of non-rural telephone companies. The Commission may designate Air Voice as an ETC in rural telephone company service areas upon a finding that such designation would serve the public interest.²⁵

F. Service Commitment Throughout the Proposed Designated Service Area

Air Voice provides service in Ohio by reselling service which it obtains from its underlying carrier. The provider’s network is operational and largely built out. Thus, Air Voice will be able to commence offering its Lifeline service to all locations served by its underlying carrier very soon after receiving approval from the Commission. Air Voice commits to comply with the service requirements applicable to the support that it receives.²⁶

²³ See *Western Wireless Corporation Petition for Designation as an Eligible Telecommunications Carrier in the State of Wyoming*, Memorandum Opinion and Order, 16 FCC Rcd 48, 55 (2000).

²⁴ See *TracFone ETC Order* at p.8-9.

²⁵ See 47 C.F.R. § 54.207(c).

²⁶ See *Lifeline and Link Up Reform Order* page 208, revised § 54.202(a)(1)(i).

G. Five-Year Network Improvement Plan

As set forth in the *Lifeline and Link Up Reform Order*, a common carrier seeking designation as a Lifeline-only ETC is not required to submit a five-year network improvement plan as part of its application for designation as an ETC.²⁷

H. Ability to Remain Functional in Emergency Situations

In accordance with 47 CFR §54.202(a)(2), Air Voice has the ability to remain functional in emergency situations. Through its agreement with its underlying carrier, Air Voice will provide to its customers the same ability to remain functional in emergency situations as currently provided by the ILECs to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, the ability to reroute traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.

I. Commitment to Consumer Protection and Service Quality

Under FCC guidelines, an ETC applicant must demonstrate that it will satisfy applicable consumer protection and service quality standards.²⁸ The Company commits to satisfying all such applicable state and federal requirements related to consumer protection and service quality standards. Specifically, Air Voice commits to comply with the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code for Wireless Service.

Air Voice also commits to exceptional customer service standards. Air Voice maintains its customer service center in Bloomfield Hills, Michigan. The customer service center is staffed with account and technical support representatives between the hours of 10 a.m. and 10 p.m.

²⁷ See *Lifeline and Link Up Reform Order* at ¶ 386.

²⁸ See 47 C.F.R. § 54.202(a)(3).

(EST) Monday through Saturday. Customers are able to contact Air Voice customer service at no charge by phone, online or by mail. Air Voice is committed to resolving customer questions, concerns and complaints in a swift and satisfactory manner. Air Voice will designate a contact person to work with the Commission regarding complaint resolution. Once Air Voice is made aware of consumer complaints/inquiries, Air Voice will respond by a trained customer care supervisor or manager within 24-48 hours. Where a phone number is associated with the complaint, the customer will be contacted by telephone (minutes will not count against the customer). Otherwise, Air Voice will use e-mail or regular mail, depending on the customer's preference or the information available to Air Voice.

J. Local Usage Requirement

FCC rules no longer require an applicant for ETC designation to demonstrate that it offers a local usage plan that is "comparable" to the plan offered by the ILEC in the relevant service territory.²⁹ Nevertheless, not only will Air Voice's offering be comparable to the underlying ILEC plans, but it also will exceed them in several respects. Air Voice will offer Lifeline customers a certain amount of service free of charge. In contrast to the ILEC plans, which contain relatively small local calling areas, Air Voice customers can use these free minutes to place calls statewide (and even nationwide) because Air Voice does not constrict customers' use by imposing a local calling area requirement. Air Voice will also provide Lifeline customers with E911 capabilities at no cost as well as voice mail, caller I.D., and call waiting features at no cost. The very nature of the wireless phone, i.e. mobility, has a tremendous benefit to many consumers, a benefit to which a monetary value cannot be easily assigned.

²⁹ See *Lifeline and Link Up Reform Order* at page 208, revised § 54.202(a).

K. Equal Access Requirement

Pursuant to revised 47 C.F.R. § 54.202, an ETC applicant is no longer required to acknowledge that it may be required to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the service area.³⁰

L. Air Voice is Financially and Technically Capable

Air Voice is financially and technically capable of providing Lifeline-supported services.³¹ Air Voice has been providing prepaid wireless services since 1999 and is one of the largest prepaid wireless providers in the United States. Since 1999, Air Voice has provided services to more than one million consumers. The Company is privately held, has been profitable since inception, and has no outstanding debt. Air Voice, which maintains its headquarters and customer service center in Bloomfield Hills, Michigan, has approximately 5000 retail agents throughout the United States. Its key management has been with the company since 1999 and has significant technical and managerial experience providing prepaid wireless services to consumers.³² The Company operates as an MVNO and, thus, also relies on the technical expertise of its underlying carrier, AT&T. Currently, Air Voice provides services to more than 150,000 prepaid (non-Lifeline) customers in more than 20 states, with its largest markets in California, Indiana, Michigan, Pennsylvania and Texas.

M. Air Voice Will Comply with Lifeline Certification and Verification Requirements

Section 54.410 of the FCC's Rules requires ETCs to certify and verify a Lifeline customer's initial and continued eligibility. Air Voice will certify and verify consumer eligibility

³⁰ See *id.*

³¹ See *Lifeline and Link Up Reform Order* at ¶ 387.

³² See Exhibit N for key management bios.

in accordance with the FCC's requirements, including the new rules set forth in the *Lifeline and Link Up Reform Order*, and with applicable Commission rules governing certification and verification of Lifeline eligibility.³³ Air Voice is willing to provide Commission staff with the annual recertification data that it presents to the FCC for the purpose of verifying continued Lifeline eligibility of its Ohio subscribers.

N. Air Voice Will Comply With All Regulations Imposed By The Commission

By this Application, Air Voice hereby asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon the Company's provision of service contemplated by this Application, including regulations prescribed by the outcome of Case No. 10-1010-TP-ORD and the Commission's prepaid Lifeline investigation in Case No. 10-2377-TP-COI. Air Voice will contribute to the state of Ohio's 911 Fund and Ohio's Telephone Relay Service (TRS) on behalf of its Lifeline and non-Lifeline customers, and commits to make available to Commission staff, upon request, information concerning such contributions. Air Voice commits to pay the applicable Commission (PUCO) assessment fee. Air Voice also commits to comply with the Commission's rules regarding telephone number optimization (Rule 4901:1-7-25, O.A.C.). Air Voice affirms that it will provide Commission staff with quarterly reports as required in recent ETC designations.³⁴ Upon Commission request, Air Voice is prepared to answer questions or present additional testimony or other evidence about its services within the state.

³³ The Company will comply with the certification and verification requirements as set forth in the Commission's April 13, 2005, Entry in Case No. 05-461-TP-UNC inasmuch as the rules do not contradict the *Lifeline and Link Up Reform Order*.

³⁴ See *CBW ETC Order* at page 14-15.

V. DESIGNATION OF AIR VOICE AS AN ETC WOULD PROMOTE THE PUBLIC INTEREST

One of the principal goals of the Act, as amended by the Telecommunications Act of 1996, is “to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies” to all citizens, regardless of geographic location or income.³⁵ Designation of Air Voice as an ETC in Ohio will further the public interest by providing Ohio consumers, especially low-income consumers, with low prices and high quality services. Many low-income customers in Ohio have yet to reap the full benefits of the intensely competitive wireless market. Whether because of financial constraints, poor credit history or intermittent employment, these consumers often lack the countless choices available to most consumers.

The instant request for ETC designation must be examined in light of the Act’s goal of providing low-income consumers with access to telecommunications services. The primary purpose of universal service is to ensure that consumers—particularly low-income consumers—receive affordable and comparable telecommunications services. Given this context, designating Air Voice as an ETC would significantly benefit low-income consumers eligible for Lifeline services in the State of Ohio—the intended beneficiaries of universal service.

A. Advantages of Air Voice’s Service Offering

The public interest benefits of the Company’s wireless service include larger local calling areas (as compared to traditional wireline carriers), the convenience and security afforded by mobile telephone service, the opportunity for customers to control cost by receiving a preset amount of monthly airtime at no charge, the ability to purchase additional usage at flexible and affordable amounts in the event that included usage has been exhausted, 9-1-1 service even if a

³⁵ *Telecommunications Act of 1996*, Pub. L. No. 104-104, 110 Stat. 56.

handset has a zero balance) and, where available, E 9-1-1 service in accordance with current FCC requirements. The Company's Lifeline customers will receive the same high-quality wireless services and exceptional customer service provided to all Company customers.

Air Voice's Lifeline service will provide low-income Ohio residents with the convenience and security offered by wireless services—even if their financial position deteriorates. Air Voice's prepaid wireless plans enable consumers to enjoy the benefits of wireless telecommunication without being subject to extensive credit reviews and long-term service commitments, which historically have limited the availability of wireless service to many Americans, including many Ohio residents. ETC designation in Ohio would enable Air Voice to offer appealing and affordable service offerings to low-income Ohio customers to ensure that they are able to afford wireless services on a consistent and uninterrupted basis. Without question, prepaid wireless services have become essential for low-income customers, providing them with value for their money, access to emergency services on wireless devices, and a reliable means of contact for prospective employers, social service agencies or dependents. Providing Air Voice with the authority necessary to offer discounted Lifeline services to those most in danger of losing wireless service altogether undoubtedly promotes the public interest.

Moreover, grant of Air Voice's Application will serve the public interest in increasing the number of ETCs in Ohio. By granting ETC status to Air Voice, the Commission will enable Air Voice to increase the number of Ohio residents receiving Lifeline support, thereby increasing the amount of USF money flowing into Ohio. In sum, ETC designation in the State of Ohio would enable Air Voice to provide all of the public benefits cited by the FCC in its analysis in the *Virgin Mobile Order*. Namely, Air Voice would provide “increased consumer choice, high-quality

service offerings, and mobility,”³⁶ as well as the safety and security of effective 911 and E911 services.³⁷

B. The Benefits of Competitive Choice

The benefits to consumers of being able to choose from among a variety of telecommunications service providers have been acknowledged by the FCC for more than three decades.³⁸ Designation of Air Voice as an ETC will promote competition and innovation, and spur other carriers to target low-income consumers with service offerings tailored to their needs and to improve their existing networks to remain competitive, resulting in improved services to consumers. Designation of Air Voice as an ETC will help assure that quality services are available at “just, reasonable, and affordable rates” as envisioned in the Act.³⁹ Introducing Air Voice into the market as an additional wireless ETC provider will allow low-income Ohio residents a wider choice of providers and available services while enhancing the competitive marketplace as ETCs compete for a finite number of Lifeline-eligible customers. Increasing the competitive marketplace of providers has the potential to effectively increase the penetration rate and reduce the number of individuals not connected to the PSTN.

C. Impact on the Universal Service Fund

With Lifeline, ETCs only receive support for customers they obtain. The amount of support available to an eligible subscriber is exactly the same whether the support is given through a company such as Air Voice or the Incumbent LEC operating in the same service area. Air Voice will only increase the amount of USF Lifeline funding in situations where it obtains

³⁶ See *Virgin Mobile Order*, 24 FCC Rcd at 3395 ¶ 38.

³⁷ See *Id.* at 3391 ¶ 23.

³⁸ See, e.g., *Specialized Common Carrier Services*, 29 FCC Rcd 870 (1971).

³⁹ See 47 U.S.C. § 254(b)(1).

Lifeline customers not enrolled in another ETC's Lifeline program. By implementing the safeguards set forth in the *Lifeline and Link Up Reform Order*, Air Voice will minimize the likelihood that its customers are not eligible or are receiving duplicative support either individually or within their household. Significantly, the Company's designation as an ETC will not increase the number of persons eligible for Lifeline support. Air Voice's ability to increase the Lifeline participation rate of qualified low-income individuals will further the goal of Congress to provide all individuals with affordable access to telecommunications service, and thus any incremental increases in Lifeline expenditures are far outweighed by the significant public interest benefits of expanding the availability of affordable wireless services to low-income consumers.

VI. ANTI-DRUG ABUSE CERTIFICATION

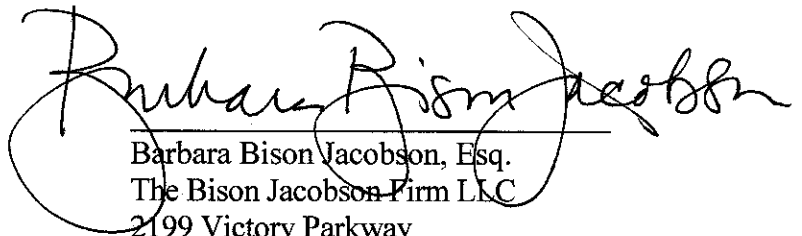
Air Voice certifies that no party to this Application is subject to denial of federal benefits, including FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.

VII. CONCLUSION

Based on the foregoing, designation of Air Voice as an ETC in the State of Ohio accords with the requirements of Section 214(e)(2) of the Act and is in the public interest.

WHEREFORE, Air Voice respectfully requests that the Commission promptly designate Air Voice as an ETC in the State of Ohio solely for purposes of participating in the Lifeline program.

Respectfully submitted,



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April 15, 2013

TABLE OF EXHIBITS

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EXHIBIT A Proposed service offer including description of services, Lifeline eligibility requirements, rates and charges for Lifeline service offering

Ohio Lifeline Eligibility Requirements

Participation in one or more of the following programs or, in the case of (j), income level, qualifies Ohio residents for the Lifeline Program:

- a. The National School Lunch Program's Free Lunch Program
- b. Supplemental Nutritional Assistance Program (SNAP), formerly known as Food Stamps
- c. Supplemental Security Income (SSI)
- d. Social Security Disability Insurance – Blind and Disabled (SSDI)
- e. General Assistance including Disability Assistance
- f. Medicaid
- g. Temporary Assistance to Needy Families/Ohio Works First
- h. Federal Public Housing Assistance (Section 8)
- i. Low Income Home Energy Assistance Program (LIHEAP)
- j. Income that is at or below 150% of the Federal Poverty Guidelines (current table shown below):

150% of the Federal Poverty Guidelines		
Number of People in Household	Annual Income Level	Monthly Income Level
1	\$17,235	\$1,436
2	\$23,265	\$1,939
3	\$29,295	\$2,441
4	\$35,325	\$2,944
5	\$41,355	\$3,446
6	\$47,385	\$3,949
7	\$53,415	\$4,451
8	\$59,445	\$4,954
each additional member	\$6,030	\$503

Qualified Ohio residents may only receive one Lifeline phone, wireless or landline, per household. Customers qualifying under the above income parameters must provide proof of income. Acceptable proof of income includes the following documents:

- a. State or federal income tax return;
- b. Current income statement or W-2 from an employer;
- c. Three consecutive months of current pay stubs;
- d. Social Security statement of benefits;
- e. Retirement/Pension statement of benefits;
- f. Unemployment/Workmen's Compensation statement of benefits;
- g. Any other legal document that would show current income (such as a divorce decree or child support document)

Proposed Lifeline Offering

250 Minute Plan

Minutes or SMS	250
Nationwide Calling	Included
Long Distance	Included
Voicemail	Included
Call Waiting	Included
3-Way Calling	Included
Call Forwarding	Included
Caller ID	Included

Additional Airtime

\$10 Refill Pin

Minutes	100
Voice Calls	\$0.10 per minute
Text Messaging	\$0.10 per message
Multimedia Messaging (MMS)*	\$0.10 per message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per outgoing message
International MMS	\$0.20 per outgoing message
International Calling	Rates vary per Country

\$20 Refill Pin (\$5 Bonus Added = \$25 worth of funds)

Minutes	250
Voice Calls	\$0.10 per minute
Text Messaging	\$0.10 per message
Multimedia Messaging (MMS)*	\$0.10 per message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per outgoing message
International MMS	\$0.20 per outgoing message
International Calling	Rates vary per Country

*Compatible phone required to use MMS and Data features

EXHIBIT B Complete breakdown of Lifeline customer discount components

The Company will seek available reimbursement from the USF and pass the subsidy through 100% to the customer.

Total discount: \$9.25 federal Lifeline subsidy

EXHIBIT C Public Interest: Explain customer benefits or unique advantages of service offering

Air Voice offers simple prepaid calling plans, a variety of additional features, basic easy-to-use handsets, upgraded full feature handsets and high-quality customer service. Air Voice has established itself as a leader in the non-Lifeline prepaid market and intends to be a leader in the Lifeline prepaid marketplace by offering Lifeline consumers the same exceptional value that it offers to its non-Lifeline customers.

Air Voice does not impose burdensome credit checks or restrictive service contracts on its Lifeline customers. Furthermore, Air Voice does not assess charges for activation or connection of service. The 250 minute plan includes all applicable taxes and fees; thus, Lifeline customers are able to receive free service with no additional charges. Moreover, by providing a wireless handset free of charge, Air Voice guarantees that eligible customers can access the Company's Lifeline services without incurring any upfront or recurring costs. Minutes are credited to a customer's account at the beginning of every 30-day cycle, which is initiated on their Lifeline activation date. A customer's handset does not have to be "on" to receive minutes. Customers may place calls to 911 for free, even if there are no minutes remaining on their account. Lifeline customers will receive an E911-compliant wireless handset at no charge.

Air Voice's Lifeline plan includes access to voice mail, call waiting, three way calling, call forwarding and Caller ID features at no additional charge. Customers are not bound by a local calling area requirement; all Air Voice plans come with domestic long distance at no extra charge and exceptional nationwide digital coverage on the Nationwide AT&T Wireless Network. Air Voice does not decrement minutes for calls placed to Air Voice customer service, and Air Voice Lifeline customers will have access to the same exceptional customer care provided to its retail customers. The Company maintains its own U.S.-based customer service center.

EXHIBIT D Detailed enrollment process for eligible Lifeline customer including verification process and timelines

Air Voice will enroll customers in accordance with its FCC-approved Compliance Plan, attached hereto as Exhibit M (see especially section III.B, pp. 4-12). As detailed in the Compliance Plan, customers will be able to sign up for Lifeline assistance in person or by contacting Air Voice via telephone, facsimile, mail or the internet.

Air Voice's enrollment form, a sample of which is attached as Exhibit F, will collect the information required and contain the disclosures and certifications required by the *Lifeline and Link Up Reform Order*.¹ Air Voice has an experienced internal team dedicated to manage the customer application review and verification process. Applications in person will be processed immediately, and applications via other methods will generally be processed within 48 hours. Customers will either receive a welcome package, if approved, or a denial letter. Denial letters will outline the application deficiency and how, if possible, the potential Lifeline customer can provide additional information to clear the deficiency. A toll free number will be provided in order for the potential Lifeline customer to call for assistance.

¹ See *Lifeline and Link Up Reform Order* section VI.C(a); see also revised 47 CFR § 54.410(d).

EXHIBIT E All information that a new Lifeline subscriber receives after enrollment including terms and conditions

Upon successful enrollment in the Company's Lifeline Plan, Air Voice will mail the customer a free handset, complete with phone charger, in a welcome kit. The welcome kit will include the attached terms and conditions, and will explain the Company's Lifeline Plan and how the customer can purchase additional airtime.

Feel Safe Wireless Terms of Service

1) Service Availability: Service is available only if you are within the Feel Safe Wireless GSM coverage area. Service may be interrupted due to system capacity limitations and system repairs or modifications. Service is subject to limitation or interruption caused by weather, terrain, obstructions such as trees or buildings and other conditions. Feel Safe Wireless is not responsible for time lost or days lost for interruption of service caused by above mentioned. There will be no credits or refunds issued for any reason.

2) Use of Device: Only Certified & Approved Unlocked 850/1900 MHz GSM phones are compatible with Feel Safe Wireless service.

3) Right to Terminate Service: We reserve the right to cancel, interrupt or restrict service to your number, without notice if we suspect fraudulent, illegal or abusive activity, abnormally high amounts of usage, failure to maintain an appropriate account balance for applicable charges, for harassing our employees and/or harassing other Airvoice customers. Some examples of fraudulent activity include Traffic Pumping and Spam Messaging. We reserve the right to cancel accounts for fraudulent activity based on voice calls, SMS, MMS and data usage.

4) Release of information: Feel Safe Wireless may release information about your account when we believe release is appropriate to comply with the law (i.e. subpoena, court order, E911 information, etc.). There will be no call histories released to customers for any reason.

5) PUK Codes: Please contact our US based customer service at 1-877-247-7799 if your phone asks for a PUK code. Do not attempt guessing any codes because it will disable your SIM card

6) Phone Codes: If your phone is asking for ANY codes you are not aware of, do not attempt guessing any codes because it may disable your SIM card. You will need a new Non-Active Feel Safe Wireless SIM card if you disable your SIM card.

7) Account Information: Any person that is able to verify your mobile number, SIM card number and/or account information is authorized by you to make changes to your account.

8) Ability to change services: You will have the ability to change from one Feel Safe Wireless rate plan to another upon request if proper verification is provided. Please contact our US based customer service at 1-877-247-7799.

9) Cancellation Policy: Cancellation requests should be put in writing, faxed to (248) 239-0182. You will lose any remaining airtime on your account. Feel Safe Wireless will not provide a refund or credit for any remaining airtime lost.

10) Porting Policy: You are able to port your number out of Feel Safe Wireless to other carriers. Feel Safe Wireless does not guarantee that number transfers to or from our company will be successful. If you request to port your number out to another company, that is considered a request by you to us to terminate all of the services associated with that number. Your remaining

airtime will be forfeited and you will not receive a credit for the remaining balance. Feel Safe Wireless will not release your wireless number to another carrier without proper verification. If you are attempting to change service providers, you will need to verify your four-digit pin as well as your Feel Safe Wireless SIM card number, which is your account number, in order to transfer your account. Your account must be in an active status in order to port out.

11) Charges: You will be billed regular airtime charges for calls made to 800, 866, 877, 888 and all other toll free calls. Domestic long distance calls will be billed at regular airtime charges. Calls to international numbers will be billed at a higher rate (call customer service for rates). For all calls, the length of the call will be measured during the time that you are connected to our system, which is approximately from the time you press "SEND" or other key to begin a call until approximately the time you press "END" key to terminate the call. Airtime usage on each call is deducted in full minute increments, with partial minutes of use rounded up to the next full minute. Unanswered calls lasting 30 seconds or more will be charged standard airtime and rounded up to the nearest minute. Features such as call waiting, 3-way calling, call forwarding and voicemail will incur applicable airtime charges.

12) Account Balance: All calls will be automatically deducted from your account balance. Balances are not transferable or refundable. Airtime cannot be moved from one phone number to another phone number. You should take reasonable efforts to safeguard your phone and Refill airtime cards. Refill Airtime expires "X" amount of days after a refill card is added to your account whether you use the airtime or not.

13) Use of Service/Rates: International rates vary and are subject to change without notice. It is always best to contact customer service for up to date rates and available countries. You cannot use our service to place calls to numbers that begin with 500, 700, 855, 900 or 976. You cannot use the service to place operator assisted calls such as third party billed, and collect calls. If you are unable to successfully place a call out, attempt dialing with 1 + the area code + the 7-digit number. It is highly recommended that you power cycle your phone at least once per day to help re-register our phone within the Network.

14) Disputes: All disputes must be submitted within 30 days. Feel Safe Wireless is not responsible for disputes that occurred more than 30 days from the date of the dispute.

15) Multimedia Messaging: Multimedia Messaging service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill card is added. This service will only work if used with a compatible handset and proper Feel Safe Wireless MMS configuration settings. Customers without MMS capable handsets will not receive credit for inability to send/receive multimedia messages. You should verify that your phone is MMS compatible before using this feature. Any Multimedia Message you attempt to send or receive will deduct 1 Unit from your account balance, whether it is successfully delivered or not. You may attempt to download ringtones and games via Multimedia messaging. Feel Safe Wireless is not responsible if you are unable to download, or save ringtones games, or other multimedia content to your wireless device. You will still be charged a multimedia message if you receive an MMS, but are not able to save the content to your phone. Feel Safe Wireless will not issue any credits for this reason. You will have the ability to send and receive MMS messages as a combination of text,

photos, animations, video or sound on compatible handsets. Not all MMS handsets support all features of the service. MMS customers cannot send and receive messages in MMS format with other mobile customers who do not have an MMS compatible handset and/or are not activated. If a Feel Safe Wireless MMS message is sent to a mobile handset that cannot receive the message in MMS format, the recipient will need to have an SMS compatible handset and Service to receive this message. The recipient can access the message via the website for up to 7 days before deletion. Please note, you will still be charged an MMS message even if the recipient does not have MMS. There may be a delay between when a message is sent and when it is received. Feel Safe Wireless accepts no liability for any loss or damage as a result or a delay in receiving a message, a message not being secure or non delivery of a sent message. Recipients of your sent message must be within the coverage of their participating supplier's mobile network to receive a Multimedia message. If a recipient's phone is turned off, or out of their coverage area, the multimedia message is still considered sent, and you will still be charged 1 Unit for the message.

16) Mobile Web/Data: Mobile Web or Data service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill Card is added. This service will only work on compatible handsets that offer a web browser and handsets that are properly configured with Feel Safe Wireless data settings. It is your responsibility to ensure that your device is data capable. Data is measured and billed per UNIT (1 Unit = 342 KB), at \$0.000325/KB. There are 1024 KB in one MB of data (3 Units = 1 MB). Using one full MB of data will result in 3 Units of data charges. A data session consists from the time you access the internet via the mobile device until your terminate the session. Multiple sessions can be initiated within a 24 hour period; each session will be charged per 1 Unit minimum and rounded to the next Unit, and billed as separate events. You are responsible for ending each data session. If you fail to end a session, the internet will still be considered connected on your device, and your account will still be charged 1 Unit per 324 KB used until you end all sessions. Failure to log off of the internet will result in depletion of your airtime. Feel Safe Wireless will NOT issue credits for this reason.

* All Information is subject to change at any time with or without notification. Because of frequent network upgrades, sometimes rates and other information may change. It is best to call our U.S. based customer service at 1-877-247-7799 or visit our website www.FeelSafeWireless.com for up to date information.

EXHIBIT F Copy of the Lifeline customer program enrollment form

FEEL SAFE WIRELESS LIFELINE APPLICATION



This signed authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any other purpose. Service requests will not be processed until this form has been received and verified by our Company.

Things to know about the Lifeline Program:

1. Lifeline is a Federal Benefit.
2. Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers.
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.

Applicant Information:

First Name: _____ MI: _____ Last Name: _____ Date of Birth (DOB): Month _____ Day _____ Year _____

Social Security Number (SSN – last four digits only) Or Tribal ID #: _____ Contact Telephone Number: _____

Residence Address (No P.O. Boxes, Must be your principal address): This address is ☐ Permanent ☐ Temporary ☐ Multi-Household

_____ Apt/Floor/Other _____ City: _____ State _____ Zip Code: _____

Billing Address (May Contain a P.O. Box)

_____ Apt/Floor/Other _____ City: _____ State _____ Zip Code: _____

I hereby certify that I participate in at least one of the following programs: (Check all that apply)

- _____ Supplemental Nutrition Assistance Program (SNAP)
- _____ Supplemental Security Income (SSI)
- _____ Social Security Disability Insurance – Blind and Disabled (SSDI)
- _____ Federal Public Housing Assistance (Section 8)
- _____ Low-Income Home Energy Assistance Program (LIHEAP)
- _____ National School Lunch Program (free program only)
- _____ Temporary Assistance for Needy Families (TANF) / Ohio Works First
- _____ General Assistance, including Disability Assistance
- _____ Medicaid

_____ I certify that my household income is at or below 150% of the Federal
(Initial Here) Poverty Guidelines (FPG). There are _____ individuals in my household.

FOR OFFICE USE ONLY:

Company Representative:

Documentation Verified:

Representative Signature:

Date:

Is this a multi-family dwelling? _____

You must provide documented proof of your participation in the above programs or your income.

I certify, under penalty of perjury: (Initial by Each Certification)

- _____ 1. The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- _____ 2. I am a current recipient of the program checked above, or have an annual household income at or below 135% of the FPG.
- _____ 3. I have provided documentation of eligibility if required to do so.
- _____ 4. I understand that I and my household can only have one Lifeline supported telephone service. Feel Safe Wireless has explained the one-per household requirement. I understand that violation of the one-per household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the Lifeline Program, and could result in criminal prosecution by the United States Government.
- _____ 5. I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Assurance, Safelink or Reachout Wireless.
- _____ 6. I understand my Feel Safe Wireless Lifeline service is non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- _____ 7. I understand that if my service goes unused for sixty (60) days, my service will be suspended and subject to a thirty (30) day period during which I may use the service or contact Feel Safe Wireless to confirm that I want to continue receiving their service.
- _____ 8. I will notify Feel Safe Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if:
 - a. I cease to participate in the above federal or state program, or my annual household income exceeds 135% of the Federal Poverty Guidelines.
 - b. I am receiving more than one Lifeline supported service
 - c. I no longer satisfy the criteria for receiving Lifeline support
- _____ 9.) I will notify Feel Safe Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Feel Safe Wireless every ninety (90) days. If I fail to respond to Feel Safe Wireless' address verification attempts within thirty (30) days, my Feel Safe Wireless Lifeline service may be terminated.
- _____ 10. Feel Safe Wireless has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Feel Safe Wireless Lifeline service.
- _____ 11. I acknowledge, and consent to, that certain information, including my name, DOB, last four digits of SSN or Tribal government identification number, address, telephone number and e-mail will be provided to the Lifeline Administrator for purposes of determining duplicate services.

Applicants Signature

Date

Certification is good for up to one (1) year from the date of signing. This certification must be updated annually to avoid program termination.

EXHIBIT G Copy of proposed advertising language and materials to advertise Lifeline

Additional Airtime

FEEL SAFE
REFILL PIN
\$10

Minutes or SMS	100
Voice Calls	\$0.10 per Minute
Text Messaging	\$0.10 per Message
Multimedia Messaging (MMS)*	\$0.10 per Message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per Outgoing Message
International MMS*	\$0.20 per Outgoing Message
International Calling	Rates vary per Country

FEEL SAFE
REFILL PIN
\$20

(\$5 BONUS ADDED)
\$25 worth of funds

Minutes or SMS	250
Voice Calls	\$0.10 per Minute
Text Messaging	\$0.10 per Message
Multimedia Messaging (MMS)*	\$0.10 per Message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per Outgoing Message
International MMS*	\$0.20 per Outgoing Message
International Calling	Rates vary per Country

* Compatible Phone required to use MMS and Data Features

Qualifying for FEEL SAFE WIRELESS is Easy!
Just make sure you meet the following eligibility requirements and you will be able to receive your FREE FEEL SAFE WIRELESS phone with 250 FREE MONTHLY voice minutes:

1. Limit one Lifeline phone per household (either wireline or wireless service).
2. FEEL SAFE WIRELESS Lifeline benefits are available to consumers who use any of the following government assistance programs or have an income that is at or below 135% of the Federal Poverty Guidelines (FPG).

Food Stamps
Medicaid
Federal Public Housing Assistance- Section 8
National School Free Lunch Program
Bureau of Indian Affairs Programs
Supplemental Social Security- SSI
Temporary Assistance to Needy Families- TANF
Low Income Home Energy Assistance Program- LIHEAP

Proof of Participation or Household Income is required to get service. In order to maintain your Lifeline Service, you must verify your enrollment information annually.

3. Lifeline is a government benefit program, and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline Service is Non-Transferable.

Note: Programs vary by state.
Please visit FeelSafeWireless.com for complete details.

In order to maintain your Lifeline Service, you must verify your enrollment information annually.

AVAILABLE FEATURES

- 911/E911 Access
- Voicemail Account
- Caller ID
- Call Waiting
- 3 Way Calling
- Text Messaging
- Call Forwarding
- Free Calls to Customer Service



FREE
PHONE
with 250
FREE
minutes every
month

LIMIT ONE LIFELINE
PHONE PER HOUSEHOLD
Either Wireline or Wireless Service

On The Most Reliable GSM Network
1-877-247-7799
FeelSafeWireless.com

How to Use Your Features

Customer Service

Dial 611 SEND from your mobile phone or 1-877-247-7799 from any other phone to get connected to Customer Service

411 Dialing

Dial 1800FREE411 at anytime to get directory assistance services for regular airtime charges! Simply dial the toll-free number, say where you are and what you are looking for, and get connected. It's that simple!

To Set Up your Voicemail

1. From wireless phone, dial your cellular number or press and hold the "1" key.
2. The system will ask you to enter your personal pass code (think of any easy number to remember for a pass code and enter it when prompted).
3. The system will prompt you to record your own personal greeting or select a standard greeting.

To Listen to your Messages

1. Dial your wireless phone number from your wireless phone or any other touch-tone phone or press and hold the "1" key.
2. Press * to interrupt the greeting.
3. Enter your pass code
4. The system will automatically play the new voice messages

Call Waiting

Call waiting allows you to answer a second call while another call is in progress. To use Call Waiting:

1. Press SEND to answer the second call
2. To alternate between calls, continue to press SEND

Caller ID

Caller ID shows you the phone number of most incoming calls. If you don't want to answer your wireless phone and you have voicemail, you can let the incoming call roll to your Voicemail Box. Caller ID works whenever your phone is powered on. It even works when Call Waiting alerts you of an incoming call.

Three-Way Calling

This service lets another person join a call to make a three-way conversation. To setup Three-Way Calling:

1. Dial the 10 digit phone number of the third party, while the original party is on the phone.
 2. Press SEND, which dials the third party and puts your original call on hold.
 3. To establish the three-way call, press SEND again after the third party answers.
 4. If the third party is busy or does not answer, press SEND once to disconnect the third party.
 5. To disconnect from the third party in a three-way call, press SEND once.
 6. To disconnect from the original party in the three-way call, the original party must hang up.
- Airtime charges will apply for all calls when using this feature.

Call Forwarding

With Call Forwarding, all your incoming calls will be forwarded to the phone number you specify.

To Activate Call Forwarding:

1. Scroll through the menu and select Settings
2. Scroll down and select Call Settings or Call Manager
3. Scroll Down and select Forward Calls
4. Select Voice Calls
5. Select Always Forward
6. Select Activate
7. Enter the 10 digit number to forward all calls to and select OK
8. Call Forwarding will remain active until you deactivate the feature

To Deactivate Call Forwarding:

1. Scroll through the menu and select Settings
2. Scroll down and select Call Settings or Call Manager
3. Scroll Down and select Forward Calls
4. Select Voice Calls
5. Select Always Forward
6. Select Cancel
7. Select OK

Text Messaging (SMS)

Text Messaging (SMS) allows you to send or receive short alphanumeric messages (up to 150 characters in length) using your wireless phone. Text messaging service also includes e-mail and web-based messaging. Your unique e-mail address is your 10 digit wireless number@txt.att.net For Example: If your number is (555)123-4567, your e-mail address is 5551234567@txt.att.net

Multimedia Messaging (MMS)*

Multimedia Messaging allows you to send or receive messages that include media such as pictures, videos or sounds using your wireless phone. Use of this feature requires an MMS compatible phone as well as the appropriate MMS feature on your Feel Safe Wireless account. You can exchange Multimedia messages with any compatible phone by addressing the message to your recipient's 10-digit mobile number. You can also send Multimedia Messages to email addresses. Multimedia messages sent to non-MMS capable phones will be delivered as a text message instructing the recipient on how to view the message online.

Mobile Web (Data)*

The Mobile Web or Data provides you with Internet Access on your mobile device. Use of this feature requires a Data compatible phone as well as the appropriate Data Feature on your Feel Safe Wireless account. Please note, although you may attempt to view any webpage using your mobile phone, not all websites are formatted for mobile devices. You may experience delays as well as the inability to access certain websites when using the internet on your mobile phone.

*A \$10 or \$20 Feel Safe Wireless Refill card and a Compatible handset are required to use these features.

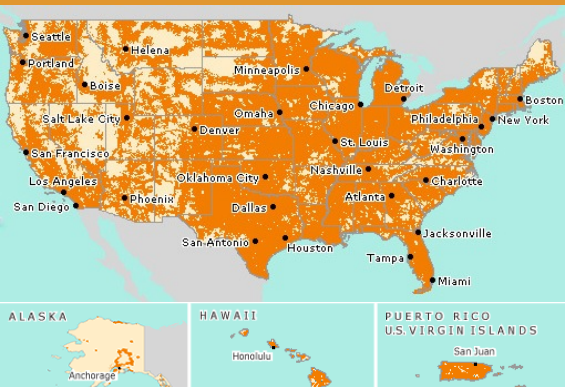
Feel Safe Wireless Terms of Service

1) Service Availability: Service is available only if you are within the Feel Safe Wireless GSM coverage area. Service may be interrupted due to system capacity limitations and system repairs or modifications. Service is subject to limitation or interruption caused by weather, terrain, obstructions such as trees or buildings and other conditions. Feel Safe Wireless is not responsible for time lost or days lost for interruption of service caused by above mentioned. There will be no credits or refunds issued for any reason. 2) Use of Device: Only Certified & Approved Unlocked 850/1900 MHz GSM phones are compatible with Feel Safe Wireless service. 3) Right to Terminate Service: We reserve the right to cancel, interrupt or restrict service to your number, without notice if we suspect fraudulent, illegal or abusive activity, abnormally high amounts of usage, failure to maintain an appropriate account balance for applicable charges, for harassing our employees and/or harassing other Airvoice customers. Some examples of fraudulent activity include Traffic Pumping and Spam Messaging. We reserve the right to cancel accounts for fraudulent activity based on voice calls, SMS, MMS and data usage. 4) Release of information: Feel Safe Wireless may release information about your account when we believe release is appropriate to comply with the law (i.e. subpoena, court order, E911 information, etc.). There will be no call histories released to customers for any reason. 5) PUK Codes: Please contact our US based customer service at 1-877-247-7799 if your phone asks for a PUK code. Do not attempt guessing any codes because it will disable your SIM card 6) Phone Codes: If your phone is asking for ANY codes you are not aware of, do not attempt guessing any codes because it may disable your SIM card. You will need a new Non-Active Feel Safe Wireless SIM card if you disable your SIM card. 7) Account Information: Any person that is able to verify your mobile number, SIM card number and/or account information is authorized by you to make changes to your account. 8) Ability to change services: You will have the ability to change from one Feel Safe Wireless rate plan to another upon request if proper verification is provided. Please contact our US based customer service at 1-877-247-7799. 9) Cancellation Policy: Cancellation requests should be put in writing, faxed to (248) 239-0182. You will lose any remaining airtime on your account. Feel Safe Wireless will not provide a refund or credit for any remaining airtime lost. 10) Porting Policy: You are able to port your number out of Feel Safe Wireless to other carriers. Feel Safe Wireless does not guarantee that number transfers to or from our company will be successful. If you request to port your number out to another company, that is considered a request by you to us to terminate all of the services associated with that number. Your remaining airtime will be forfeited and you will not receive a credit for the remaining balance. Feel Safe Wireless will not release your wireless number to another carrier without proper verification. If you are attempting to change service providers, you will need to verify your four-digit pin as well as your Feel Safe Wireless SIM card number, which is your account number, in order to transfer your account. Your account must be in an active status in order to port out. 11) Charges: You will be billed regular airtime charges for calls made to 800, 866, 877, 888 and all other toll free calls. Domestic long distance calls will be billed at regular airtime charges. Calls to international numbers will be billed at a higher rate (call customer service for rates). For all calls, the length of the call will be measured during the time that you are connected to our system, which is approximately from the time you press "SEND" or other key to begin a call until approximately the time you press "END" key to terminate the call. Airtime usage on each call is deducted in full minute increments, with partial minutes of use rounded up to the next full minute. Unanswered calls lasting 30 seconds or more will be charged standard airtime and rounded up to the nearest minute. Features such as call waiting, 3-way calling, call forwarding and voicemail will incur applicable airtime charges. 12) Account Balance: All calls will be automatically deducted from your account balance. Balances are not transferable or refundable. Airtime cannot be moved from one phone number to another phone number. You should take reasonable efforts to safeguard your phone and Refill airtime cards. Refill Airtime expires "X" amount of days after a refill card is added to your account whether you use the airtime or not. 13) Use of Service/Rates: International rates vary and are subject to change without notice. It is always best to contact customer service for up to date rates and available countries. You cannot use our service to place calls to numbers that begin with 500, 700, 855, 900 or 976. You cannot use the service to place operator assisted calls such as third party billed, and collect calls. If you are unable to successfully place a call out, attempt dialing with 1 + the area code + the 7-digit number. It is highly recommended that you power cycle your phone at least once per day to help re-register our phone within the Network. 14) Disputes: All disputes must be submitted within 30 days. Feel Safe Wireless is not responsible for disputes that occurred more than 30 days from the date of the dispute. 15) Multimedia Messaging: Multimedia Messaging service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill card is added. This service will only work if used with a compatible handset and proper Feel Safe Wireless MMS configuration settings. Customers without MMS capable handsets will not receive credit for inability to send/receive multimedia messages. You should verify that your phone is MMS compatible before using this feature. Any Multimedia Message you attempt to send or receive will deduct 20 cents from your account balance, whether it is successfully delivered or not. You may attempt to download ringtones and games via Multimedia messaging. Feel Safe Wireless is not responsible if you are unable to download, or save ringtones, games, or other multimedia content to your wireless device. You will still be charged a multimedia message if you receive an MMS, but are not able to save the content to your phone. Feel Safe Wireless will not issue any credits for this reason. You will have the ability to

National Coverage Map

Our coverage area may expand.

Please contact customer service at 1-877-247-7799 or visit www.FeelSafeWireless.com for the most up to date coverage area information.



Prepaid Coverage Legend

- National Prepaid Coverage
- No Service Available

Important Information About the Coverage Map

This map shows approximately where our wireless coverage is available. Cellular service may be affected by such things as terrain, weather, foliage, building structures and your equipment. The map does not guarantee service availability.

send and receive MMS messages as a combination of text, photos, animations, video or sound on compatible handsets. Not all MMS handsets support all features of the service. MMS customers cannot send and receive messages in MMS format with other mobile customers who do not have an MMS compatible handset and/or are not activated. If a Feel Safe Wireless MMS message is sent to a mobile handset that cannot receive the message in MMS format, the recipient will need to have an SMS compatible handset and Service to receive this message. The recipient can access the message via the website for up to 7 days before deletion. Please note, you will still be charged an MMS message even if the recipient does not have MMS. There may be a delay between when a message is sent and when it is received. Feel Safe Wireless accepts no liability for any loss or damage as a result or a delay in receiving a message, a message not being secure or non delivery of a sent message. Recipients of your sent message must be within the coverage of their participating supplier's mobile network to receive a Multimedia message. If a recipient's phone is turned off, or out of their coverage area, the multimedia message is still considered sent, and you will still be charged 20 cents for the message. 16) Mobile Web/Data: Mobile Web or Data service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill Card is added. This service will only work on compatible handsets that offer a web browser and handsets that are properly configured with Feel Safe Wireless data settings. It is your responsibility to ensure that your device is data capable. Data is measured and billed per KB, at \$0.000325/KB. There are 1024 KB in one MB of data. Using one full MB of data will result in a \$0.33 data charge. A data session consists from the time you access the internet via the mobile device until you terminate the session. Multiple sessions can be initiated within a 24 hour period; each will be charged per KB you use, and billed as separate events. You are responsible for ending each data session. If you fail to end a session, the internet will still be considered connected on your device, and your account still will be charged \$0.000325/KB. Failure to log off of the internet will result in depletion of your airtime. Feel Safe Wireless will NOT issue credits for this reason. You may attempt to download ringtones and games via the Mobile Web. Feel Safe Wireless is not responsible if you are unable to download, or save ringtones, games or other multimedia content to your wireless devices. You will still be charged for data used when attempting to load certain websites, especially those that are not formatted for wireless devices, or contain high graphic content. Feel Safe Wireless is not responsible for slow loading time when using data services, and will not issue credits for this reason

* All Information is subject to change at any time with or without notification. Because of frequent network upgrades, sometimes rates and other information may change. It is best to call our U.S. based customer service at 1-877-247-7799 or visit our website www.FeelSafeWireless.com for up to date information.

FEELSAFE WIRELESS

Brought to you by 
AIRVOICE
wireless



FREE PHONE!

LIMIT ONE LIFELINE PHONE PER HOUSEHOLD
(Either Wireline or Wireless Service)

250 FREE

minutes every month

AVAILABLE FEATURES

- 911/E911 Access
- Voicemail Account
- Caller ID
- Call Waiting
- 3 Way Calling
- Text Messaging
- Call Forwarding
- Free Calls to Customer Service

On The Most Reliable GSM Network

1-877-247-7799

FeelSafeWireless.com

QUALIFYING for FEEL SAFE

WIRELESS is Easy! Just make sure you meet the following eligibility requirements:

1. Limit one Lifeline phone per household (either wireline or wireless service).
2. FEEL SAFE WIRELESS Lifeline benefits are available to consumers who use any of the following government assistance programs or have an income that is at or below 135% of the Federal Poverty Guidelines (FPG).

Food Stamps

Medicaid

Federal Public Housing Assistance- Section 8

National School Free Lunch Program

Bureau of Indian Affairs Programs

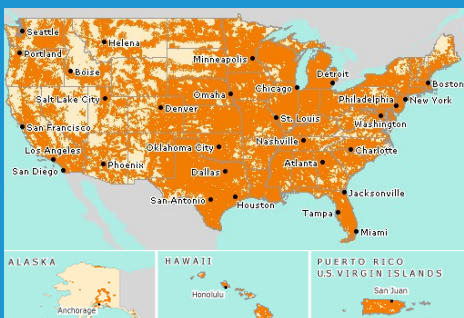
Supplemental Social Security- SSI

Temporary Assistance to Needy Families- TANF

Low Income Home Energy Assistance Program- LIHEAP

Proof of Participation or Household Income is required to get service. In order to maintain your Lifeline Service, you must verify your enrollment information annually.

3. Lifeline is a government benefit program, and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline Service is Non-Transferable.



Prepaid Coverage Legend

- National Prepaid Coverage
- No Service Available

Important Information About the Coverage Map

This map shows approximately where our wireless coverage is available. Cellular service may be affected by such things as terrain, weather, foliage, building structures and your equipment. The map does not guarantee service availability.

EXHIBIT H Detailed process used to ensure only one Lifeline benefit/phone per household

Air Voice will take thorough precautions at the outset to ensure that only one Lifeline phone is provided per household. Air Voice will convert addresses to common format (e.g., 1st, becomes First) in order to prevent duplicate Lifeline benefits being awarded to one household, which will be an overriding system check. On the Lifeline enrollment form, subscribers are required to certify under penalty of perjury that they are not already receiving a Lifeline-supported service (and to the best of their knowledge, neither is any other member of their household).

Furthermore, Air Voice participates voluntarily, and at its own expense, in CGM, LLC's Lifeline Intercompany Duplicates Database (IDD), a name/address lookup tool that is designed to prevent existing Lifeline customers from receiving duplicate subsidies. ETCs have the opportunity to take part in the IDD on two separate levels. They can elect to take part in seeding the IDD, and can also elect to employ the IDD for pre-enrollment editing – Air Voice participates on both levels. Air Voice will also interface with any database or database administrator established by the FCC (i.e. National Lifeline Accountability Database) and/or the Public Utility Commission of Ohio as part of the efforts to prevent duplicate Lifeline benefits in any given household.

EXHIBIT I Certification of Jim Bahri, CEO of AIR VOICE WIRELESS, LLC

State of Michigan

)

County of Oakland

)

)

Certification


Personally appeared before the undersigned, an officer duly authorized to administer oaths, Jim Bahri, who first being duly sworn, deposes and states that he is the Chief Executive Officer of AIR VOICE WIRELESS, LLC, Applicant in this application, and has read the same and knows the contents thereof, and confirms that the statements made herein are true to the best of his knowledge and belief.

Dated: 3/4/13


Jim Bahri, Chief Executive Officer

Subscribed and sworn to before me this 4th day of March 2013.

(Notary Seal)


(Signature of person authorized to administer oath)

My Commission Expires: 1/04/2018

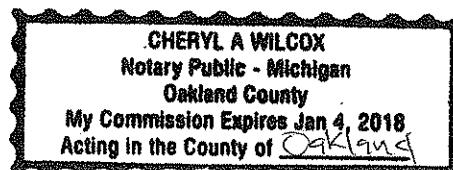


EXHIBIT J Foreign Corporation Certification

201307000558

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/12/2013	201307000558	REG. OF FOR. PROFIT LIM. LIAB. CO. (LFP)	125.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

LANCE J.M. STEINHART, P.C.
HEATHER KIRBY
1725 WINDWARD CONCOURSE, STE 150
ALPHARETTA, GA 30005

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jon Husted

2180416

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

AIR VOICE WIRELESS, LLC

and, that said business records show the filing and recording of:

Document(s)

REG. OF FOR. PROFIT LIM. LIAB. CO.

Document No(s):

201307000558

Effective Date: 03/08/2013



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the
Secretary of State at Columbus, Ohio
this 12th day of March, A.D. 2013.

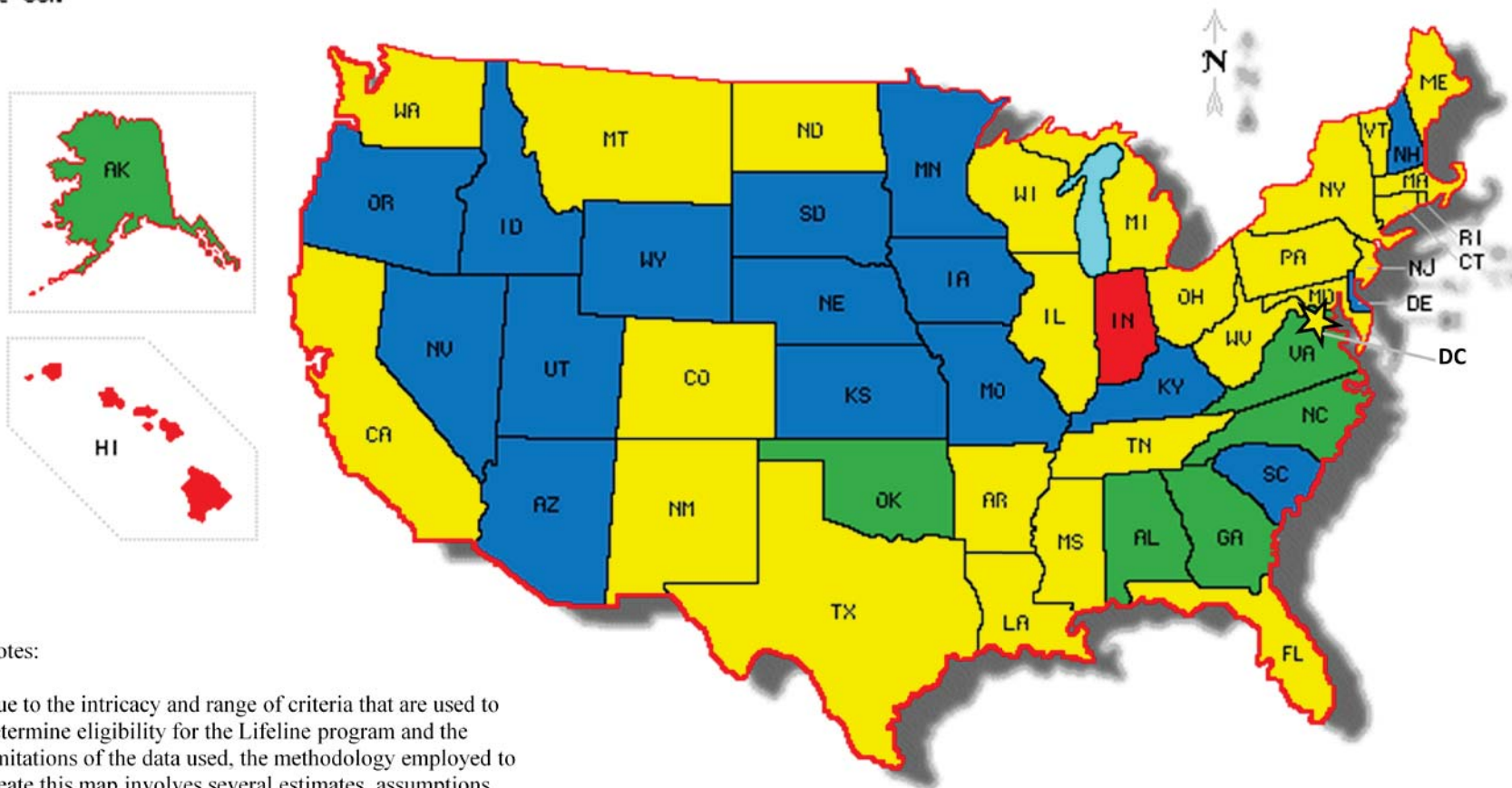
A handwritten signature in dark ink that reads "Jon Husted".

Ohio Secretary of State

EXHIBIT K 2010 Lifeline Participation Rates by State

- - Below 10%
- - 10% - 20%
- - 20% - 50%
- - Above 50%

2010 Lifeline Participation Rates by State



Notes:

Due to the intricacy and range of criteria that are used to determine eligibility for the Lifeline program and the limitations of the data used, the methodology employed to create this map involves several estimates, assumptions, simplifications, and omissions. Therefore, the rates generated on this map should be treated as estimates only.

EXHIBIT L Wire Centers

CLLI	WIRE CENTER	COMPANY NAME
ABRDOH79	ABERDEEN	AMERITECH OHIO
AKRNOH25	AKRON	AMERITECH OHIO
AKRNOH72	AKRON	AMERITECH OHIO
AKRNOH78	AKRON	AMERITECH OHIO
AKRNOH86	AKRON	AMERITECH OHIO
ALNCOH82	ALLIANCE	AMERITECH OHIO
ARABOH64	ARABIA	AMERITECH OHIO
ATWROH94	ATWATER	AMERITECH OHIO
BCVLOH52	BRECKSVL	AMERITECH OHIO
BCWDOH46	TERRACE	AMERITECH OHIO
BDFROH23	BEDFORD	AMERITECH OHIO
BDMNOH75	YOUNGSTOWN	AMERITECH OHIO
BEREOH23	BEREA	AMERITECH OHIO
BEVLOH92	BEALLSVL	AMERITECH OHIO
BKPKOH26	CLEVELAND	AMERITECH OHIO
BKPKOH97	CLEVELAND	AMERITECH OHIO
BLBKOH84	BELLBROOK	AMERITECH OHIO
BLFSOH76	BELFAST	AMERITECH OHIO
BLLROH67	BELLAIRE	AMERITECH OHIO
BLNGOH35	BLOOMINGVL	AMERITECH OHIO
BLPROH42	BELPRE	AMERITECH OHIO
BMBGOH43	BLOOMINGBG	AMERITECH OHIO
BRFDOH44	SHARON	AMERITECH OHIO
BRTNOH74	AKRON	AMERITECH OHIO
BRTNOH82	AKRON	AMERITECH OHIO
BRTOOH83	BURTON	AMERITECH OHIO
BRVIOH42	SOMERTON	AMERITECH OHIO
BTHSOH48	BETHESDA	AMERITECH OHIO
BWRVOH45	BOWERSVLE	AMERITECH OHIO
CATNOH45	CLARINGTON	AMERITECH OHIO
CDVLOH76	CEDARVILLE	AMERITECH OHIO
CHFLOH24	CHAGRINFLS	AMERITECH OHIO
CHSGOH36	CHESHIRE	AMERITECH OHIO
CLBNOH48	COLUMBIANA	AMERITECH OHIO
CLEVOH25	CLEVELAND	AMERITECH OHIO
CLEVOH42	CLEVELAND	AMERITECH OHIO
CLEVOH43	CLEVELAND	AMERITECH OHIO
CLEVOH45	CLEVELAND	AMERITECH OHIO
CLEVOH53	CLEVELAND	AMERITECH OHIO
CLEVOH62	CLEVELAND	AMERITECH OHIO
CLEVOH63	CLEVELAND	AMERITECH OHIO
CLEVOH64	CLEVELAND	AMERITECH OHIO
CLEVOH74	CLEVELAND	AMERITECH OHIO
CLHGOH32	CLEVELAND	AMERITECH OHIO
CLMBOH11	COLUMBUS	AMERITECH OHIO
CLMBOH23	COLUMBUS	AMERITECH OHIO
CLMBOH25	COLUMBUS	AMERITECH OHIO
CLMBOH26	COLUMBUS	AMERITECH OHIO
CLMBOH27	COLUMBUS	AMERITECH OHIO
CLMBOH29	COLUMBUS	AMERITECH OHIO
CLMBOH44	COLUMBUS	AMERITECH OHIO
CLMBOH47	GAHANNA	AMERITECH OHIO
CLMBOH86	REYNOLDSBG	AMERITECH OHIO
CNFDOH02	CANFIELD	AMERITECH OHIO

CLLI	WIRE CENTER	COMPANY NAME
CNFLOH01	CANALFULTN	AMERITECH OHIO
CNSVOH82	CONESVILLE	AMERITECH OHIO
CNTMOH43	DAYTON	AMERITECH OHIO
CNTNOH45	CANTON	AMERITECH OHIO
CNWIOH83	CANALWHSTR	AMERITECH OHIO
CRBGOH85	CHRISTISBG	AMERITECH OHIO
CRNGOH34	CORNING	AMERITECH OHIO
CRRLOH75	CARROLL	AMERITECH OHIO
CSTLOH68	CASTALIA	AMERITECH OHIO
CSTNOH62	COSHOCTON	AMERITECH OHIO
CVTPOH02	AKRON	AMERITECH OHIO
CYFLOH92	AKRON	AMERITECH OHIO
DANHOH28	DANVILLE	AMERITECH OHIO
DBLNOH89	DUBLIN	AMERITECH OHIO
DFFYOH48	DUFFY	AMERITECH OHIO
DLTNOH82	DALTON	AMERITECH OHIO
DNFLOH67	PHILO	AMERITECH OHIO
DNVLOH88	DONNELSVL	AMERITECH OHIO
DRSDOH75	DRESDEN	AMERITECH OHIO
DYTNOH22	DAYTON	AMERITECH OHIO
DYTNOH23	DAYTON	AMERITECH OHIO
DYTNOH25	DAYTON	AMERITECH OHIO
DYTNOH26	DAYTON	AMERITECH OHIO
DYTNOH27	DAYTON	AMERITECH OHIO
DYTNOH29	DAYTON	AMERITECH OHIO
DYTNOH89	VANDALIA	AMERITECH OHIO
ECLDOH73	CLEVELAND	AMERITECH OHIO
ECTNOH48	CANTON	AMERITECH OHIO
ELVROH38	ELIVERPOOL	AMERITECH OHIO
ENONOH86	ENON	AMERITECH OHIO
EPLSOH42	EPALESTINE	AMERITECH OHIO
FKLNOH01	FRANKLIN	AMERITECH OHIO
FLHMOH84	FULTONHAM	AMERITECH OHIO
FLTCOH99	FLTCH ELENA	AMERITECH OHIO
FNDYOH42	FINDLAY	AMERITECH OHIO
FRBNOH87	FAIRBORN	AMERITECH OHIO
FRMTOH33	FREMONT	AMERITECH OHIO
FSTAOH43	FOSTORIA	AMERITECH OHIO
FVPWOH88	CENTERVILLE	AMERITECH OHIO
GLFROH65	GLENFORD	AMERITECH OHIO
GLPLOH44	GALLIPOLIS	AMERITECH OHIO
GNBGOH89	GREENSBURG	AMERITECH OHIO
GNDNOH25	GNADENHTTN	AMERITECH OHIO
GVCYOH87	GROVE CITY	AMERITECH OHIO
GYVLOH93	GRAYSVILLE	AMERITECH OHIO
HRBDOH02	HUBBARD	AMERITECH OHIO
HLBOOH39	HILLSBORO	AMERITECH OHIO
HLLDOH11	HOLLAND	AMERITECH OHIO
HLRDOH87	HILLIARD	AMERITECH OHIO
HRBGOH87	HARRISBURG	AMERITECH OHIO
HTVLOH02	HARTVILLE	AMERITECH OHIO
INDPOH52	INDEPN DNCE	AMERITECH OHIO
IRTNOH53	IRONTON	AMERITECH OHIO
JFVLOH42	JEFFERS NVL	AMERITECH OHIO

CLLI	WIRE CENTER	COMPANY NAME
JMTWOH67	JAMESTOWN	AMERITECH OHIO
KENTOH67	KENT	AMERITECH OHIO
KRLDOH25	KIRTLAND	AMERITECH OHIO
LCKBOH49	LOCKBOURNE	AMERITECH OHIO
LKWDOH52	CLEVELAND	AMERITECH OHIO
LLVLOH53	LOWELLVL	AMERITECH OHIO
LNC SOH65	LANCASTER	AMERITECH OHIO
LND SOH66	LINDSEY	AMERITECH OHIO
LONDOH85	LONDON	AMERITECH OHIO
LRTPOH75	YOUNGSTOWN	AMERITECH OHIO
LSBNOH42	LISBON	AMERITECH OHIO
LSVLOH87	LOUISVILLE	AMERITECH OHIO
LTNAOH02	LEETONIA	AMERITECH OHIO
LWVLOH56	LEWISVILLE	AMERITECH OHIO
MAUMOH11	MAUMEE	AMERITECH OHIO
MCVLOH25	GUYAN	AMERITECH OHIO
MDTWOH42	MIDDLETOWN	AMERITECH OHIO
MDVLOH94	MILLEDGEVL	AMERITECH OHIO
MEWYOH84	MEDWAY	AMERITECH OHIO
MGDROH62	MOGADORE	AMERITECH OHIO
MGNLOH86	MAGNOLWSBG	AMERITECH OHIO
MMBGOH86	MSBGWCRLTN	AMERITECH OHIO
MNC SOH88	MANCHESTR	AMERITECH OHIO
MNJTOH53	MINGO JCT	AMERITECH OHIO
MNTROH25	MENTOR	AMERITECH OHIO
MNTUOH27	MANTUA	AMERITECH OHIO
MONROH53	MONROE	AMERITECH OHIO
MOTLOH25	MENTOR	AMERITECH OHIO
MPHGOH66	MONTRSE	AMERITECH OHIO
MRFYOH63	MARTISFRY	AMERITECH OHIO
MRTTOH37	MARIETTA	AMERITECH OHIO
MSLNOH02	MASSILLON	AMERITECH OHIO
MYCYOH76	MURRAYCITY	AMERITECH OHIO
MYHGOH44	HILLCREST	AMERITECH OHIO
NCTNOH49	CANTON	AMERITECH OHIO
NHHNOH96	NO HAMPTON	AMERITECH OHIO
NHLDOH49	NEWHOLLAND	AMERITECH OHIO
NILSOH65	GIRARD	AMERITECH OHIO
NINDOH48	CANTON	AMERITECH OHIO
NJSNOH53	NO JACKSON	AMERITECH OHIO
NLIMOH54	NORTH LIMA	AMERITECH OHIO
NLVLOH75	NELSONVL	AMERITECH OHIO
NOLMOH77	TRINITY	AMERITECH OHIO
NRTNOH23	NOROYALTON	AMERITECH OHIO
NRWCOH87	NORWICH	AMERITECH OHIO
NVRROH87	NAVARRE	AMERITECH OHIO
NWALOH85	NEW ALBANY	AMERITECH OHIO
NWCMOH49	NEWCOMRSTN	AMERITECH OHIO
NWCROH84	NEWCARLISL	AMERITECH OHIO
NWLXOH34	NEWLXINGTN	AMERITECH OHIO
NWMLOH54	NORTH LIMA	AMERITECH OHIO
NWMTOH86	NEWMTMORAS	AMERITECH OHIO
NWPTOH47	NEWPORT	AMERITECH OHIO
NWRGOH59	NEW RIEGEL	AMERITECH OHIO

CLLI	WIRE CENTER	COMPANY NAME
NWRMOH66	ALTON	AMERITECH OHIO
NWWTOH45	NEWWATERFD	AMERITECH OHIO
OLFLOH23	OLMSTEDFLS	AMERITECH OHIO
ORGNOH69	TOLEDO	AMERITECH OHIO
PARMOH88	VICTORY	AMERITECH OHIO
PIQUOH77	PIQUA	AMERITECH OHIO
PNVLOH35	PAINESVL	AMERITECH OHIO
POLDOH75	YOUNGSTOWN	AMERITECH OHIO
PRBGOH14	PERRYSBURG	AMERITECH OHIO
PRBGOH66	TOLEDO	AMERITECH OHIO
PRHGOH47	CANTON	AMERITECH OHIO
RGRSOH22	ROGERS	AMERITECH OHIO
RIGROH24	RIO GRANDE	AMERITECH OHIO
RKRVOH33	CLEVELAND	AMERITECH OHIO
RNBOOH36	RAINSBORO	AMERITECH OHIO
RPLYOH39	RIPLEY	AMERITECH OHIO
RSVLOH69	ROSEVILLE	AMERITECH OHIO
RTTWOH32	ROOTSTOWN	AMERITECH OHIO
RUVLOH53	RUSHVILLE	AMERITECH OHIO
RVNNOH02	RAVENNA	AMERITECH OHIO
SALMOH33	SALEM	AMERITECH OHIO
SAVLOH67	SALINEVL	AMERITECH OHIO
SBNGOH93	SEBRING	AMERITECH OHIO
SBVIOH26	STEUBENVL	AMERITECH OHIO
SBVIOH28	STEUBENVL	AMERITECH OHIO
SCLDOH72	CHESTERLD	AMERITECH OHIO
SCTNOH46	SOCHARLETN	AMERITECH OHIO
SCVIOH69	STCLAIRSVL	AMERITECH OHIO
SDLIOH87	SEDALIA	AMERITECH OHIO
SECLOH38	CLEVELAND	AMERITECH OHIO
SGGVOH74	SUGARGROVE	AMERITECH OHIO
SGTROH92	SUGRTRERDG	AMERITECH OHIO
SGVLOH23	STRONGSVL	AMERITECH OHIO
SHHGOH92	CLEVELAND	AMERITECH OHIO
SHWNOH39	SHAWNEE	AMERITECH OHIO
SMRTOH74	SOMERSET	AMERITECH OHIO
SNDSOH62	SANDUSKY	AMERITECH OHIO
SOLNOH24	CHAGRINFLS	AMERITECH OHIO
SPFDOH32	SPRINGFLD	AMERITECH OHIO
SPFDOH39	SPRINGFLD	AMERITECH OHIO
SPNTOH37	IRONTON	AMERITECH OHIO
SPVYOH86	SPRING VLY	AMERITECH OHIO
SSLNOH88	SOUTHSOLON	AMERITECH OHIO
STBOOH62	KENT	AMERITECH OHIO
STOWOH68	AKRON	AMERITECH OHIO
STRTOH75	YOUNGSTOWN	AMERITECH OHIO
SVINOH56	SO VIENNA	AMERITECH OHIO
TFFNOH44	TIFFIN	AMERITECH OHIO
THVLOH24	THORNVILLE	AMERITECH OHIO
TLMDOH63	AKRON	AMERITECH OHIO
TOLDOH21	TOLEDO	AMERITECH OHIO
TOLDOH38	TOLEDO	AMERITECH OHIO
TOLDOH40	TOLEDO	AMERITECH OHIO
TOLDOH47	TOLEDO	AMERITECH OHIO

CLLI	WIRE CENTER	COMPANY NAME
TOLDOH53	TOLEDO	AMERITECH OHIO
TOLDOH72	TOLEDO	AMERITECH OHIO
TOROOH53	TORONTO	AMERITECH OHIO
TRCYOH96	TREMONT CY	AMERITECH OHIO
TRENOH98	TRENTON	AMERITECH OHIO
UHVLOH92	UHRICHSVL	AMERITECH OHIO
UNTWOH69	UNIONTOWN	AMERITECH OHIO
UPAROH45	COLUMBUS	AMERITECH OHIO
UPAROH48	COLUMBUS	AMERITECH OHIO
UPSNOH29	UPSANDUSKY	AMERITECH OHIO
VNTNOH38	VINTON	AMERITECH OHIO
WACHOH33	WSNGTNCTHS	AMERITECH OHIO
WEVLOH88	WESTERVL	AMERITECH OHIO
WHHSOH87	WHITEHOUSE	AMERITECH OHIO
WJSNOH87	WJEFFERSON	AMERITECH OHIO
WLFYOH54	WLAFAYETTE	AMERITECH OHIO
WLGHOH94	WILLOUGHBY	AMERITECH OHIO
WLVLOH53	WELLSVILLE	AMERITECH OHIO
WNCHOH69	WINCHESTER	AMERITECH OHIO
WOFDOH47	WOODSFIELD	AMERITECH OHIO
WOTNOH88	WORTHINGTN	AMERITECH OHIO
WSLKOH87	TRINITY	AMERITECH OHIO
XENIOH37	XENIA	AMERITECH OHIO
YESPOH76	YLSPGCLFTN	AMERITECH OHIO
YNTWOH74	YOUNGSTOWN	AMERITECH OHIO
YNTWOH78	YOUNGSTOWN	AMERITECH OHIO
YNTWOH79	YOUNGSTOWN	AMERITECH OHIO
ZMMNOH42	BEAVERCREK	AMERITECH OHIO
ZNVLOH45	ZANESVILLE	AMERITECH OHIO
ARCDOHXA	ARCADIA	ARCADIA TELEPHONE CO.
ARTHOHXA	ARTHUR	ARTHUR MUTUAL TELEPHONE CO.
BSCMOHXA	BASCOM	BASCOM MUTUAL TELEPHONE CO.
BNRGOHXA	BENTON RDG	BENTON RIDGE TELEPHONE CO.
NWBVOHXA	NEWBAVARIA	BENTON RIDGE TELEPHONE CO.
BCLDOHXA	BUCKLAND	BUCKLAND TELEPHONE COMPANY
AMHROHXA	AMHERST	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
AMHROHXB	AMHERST	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
AVLKOHXA	AVON LAKE	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
AVONOHXA	AVON	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
AVONOHXB	AVON	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
BRHMOHXA	BIRMINGHAM	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
LORNOHXA	LORAIN	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
LORNOHXB	LORAIN	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
LORNOHXC	LORAIN	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
LORNOHXD	LORAIN	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
LORNOHXE	LORAIN	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
SHLKOHXA	LORAIN	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
VRMLOHXA	VERMILION	CENTURYTEL OF OHIO, INC. DBA CENTURYLINK
BNBROHXA	BAINBDG	CHILLICOTHE TELEPHONE CO.
BRNVOHXA	BOURNEVL	CHILLICOTHE TELEPHONE CO.
CHLCOHXA	CHILLICOTH	CHILLICOTHE TELEPHONE CO.
CLBGOHXA	CLARKSBURG	CHILLICOTHE TELEPHONE CO.
FRFTOHXA	FRANKFORT	CHILLICOTHE TELEPHONE CO.
HLVLOHXA	HALLSVILLE	CHILLICOTHE TELEPHONE CO.

CLLI	WIRE CENTER	COMPANY NAME
KGTNOHXA	KINGSTON	CHILLCOTHE TELEPHONE CO.
LDRYOHXA	LONDONDRRY	CHILLCOTHE TELEPHONE CO.
RCDLOHXA	RICHMONDL	CHILLCOTHE TELEPHONE CO.
BATVOHBA	CLERMONT	CINCINNATI BELL, INC.
BETHOHBE	BETHEL	CINCINNATI BELL, INC.
CHGVOHCG	CINCINNATI	CINCINNATI BELL, INC.
CHVTOHCH	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHAV	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHCD	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHHP	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHWW	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHMA	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHWW	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHNS	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHPH	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHSP	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHWD	CINCINNATI	CINCINNATI BELL, INC.
CNCNOHWS	CINCINNATI	CINCINNATI BELL, INC.
EVDLOHEV	CINCINNATI	CINCINNATI BELL, INC.
FRFDOHFF	HAMILTON	CINCINNATI BELL, INC.
GLDLOHGD	CINCINNATI	CINCINNATI BELL, INC.
GRHLOHNG	CINCINNATI	CINCINNATI BELL, INC.
GRSBOHGR	CINCINNATI	CINCINNATI BELL, INC.
GSHNOHGS	LTL MIAMI	CINCINNATI BELL, INC.
HMLTOHHT	CLERMONT	CINCINNATI BELL, INC.
HMTNOHMM	HAMILTON	CINCINNATI BELL, INC.
HRSNOHHR	HARRISON	CINCINNATI BELL, INC.
LVLDOHLO	LTL MIAMI	CINCINNATI BELL, INC.
MLFROHMF	LTL MIAMI	CINCINNATI BELL, INC.
MMTPOHMM	CINCINNATI	CINCINNATI BELL, INC.
MTGMOHMO	CINCINNATI	CINCINNATI BELL, INC.
MTHTOHMH	CINCINNATI	CINCINNATI BELL, INC.
NRWDOHNW	CINCINNATI	CINCINNATI BELL, INC.
NWMDOHNR	CLERMONT	CINCINNATI BELL, INC.
NWVLOHNE	NEWTONSVL	CINCINNATI BELL, INC.
RELYOHRE	REILY	CINCINNATI BELL, INC.
RILTOHCS	CINCINNATI	CINCINNATI BELL, INC.
RSMYOHRO	CINCINNATI	CINCINNATI BELL, INC.
SHNDOHSH	SHANDON	CINCINNATI BELL, INC.
STBROHSB	CINCINNATI	CINCINNATI BELL, INC.
SVMLOHSM	SEVEN MILE	CINCINNATI BELL, INC.
TBSCOHTO	CLERMONT	CINCINNATI BELL, INC.
WCHSOHWC	BETHANY	CINCINNATI BELL, INC.
WLBGOHWB	WILLIAMSBG	CINCINNATI BELL, INC.
CMGVOHXA	COLUMBSGRV	COLUMBUS GROVE TELEPHONE CO.
CNNTOHXA	CONNEAUT	CONNEAUT TELEPHONE CO.
CNNTOHXB	CONNEAUT	CONNEAUT TELEPHONE CO.
CNTLOHXA	CONTINNTAL	CONTINENTAL OF OHIO
GVHLOHXA	GROVERHILL	CONTINENTAL OF OHIO
MLLCOHXA	MILLERCITY	CONTINENTAL OF OHIO
DYTWOHXA	DOYLESTOWN	DOYLESTOWN TELEPHONE CO.
OKLNOHXA	OKOLONA	FARMERS MUTUAL TELEPHONE CO.
FTJNOHXA	FTJENNINGS	FORT JENNINGS TELEPHONE CO.
ADENOHXA	ADENA	FRONTIER NORTH, INC. - OH

CLLI	WIRE CENTER	COMPANY NAME
AHVLOHXA	ASHVILLE	FRONTIER NORTH, INC. - OH
ALBYOHXA	ALBANY	FRONTIER NORTH, INC. - OH
AMDAOHXA	AMANDA	FRONTIER NORTH, INC. - OH
AMSTOHXA	AMSTERDAM	FRONTIER NORTH, INC. - OH
AMVLOHXB	AMESVILLE	FRONTIER NORTH, INC. - OH
ARTNOHXA	ARLINGTON	FRONTIER NORTH, INC. - OH
ASHYOHXA	ASHLEY	FRONTIER NORTH, INC. - OH
ASLDOHXB	ASHLAND	FRONTIER NORTH, INC. - OH
ATHNOHXA	SHADE	FRONTIER NORTH, INC. - OH
ATTCOHXA	ATTICA	FRONTIER NORTH, INC. - OH
ATWPOHXA	ANTWERP	FRONTIER NORTH, INC. - OH
BEVROHXB	BEAVER	FRONTIER NORTH, INC. - OH
BKVLOHXA	BROOKVILLE	FRONTIER NORTH, INC. - OH
BLCHOHXA	BLANCHESTR	FRONTIER NORTH, INC. - OH
BLHNOHXB	BERLIN HTS	FRONTIER NORTH, INC. - OH
BLLVOHXA	BELLEVUE	FRONTIER NORTH, INC. - OH
BLTCOHXA	BALTIC	FRONTIER NORTH, INC. - OH
BLTMOHXA	BALTIMORE	FRONTIER NORTH, INC. - OH
BLVROHXA	BOLIVAR	FRONTIER NORTH, INC. - OH
BMVLOHXB	BLOOMVILLE	FRONTIER NORTH, INC. - OH
BRBNOHXB	BURBANK	FRONTIER NORTH, INC. - OH
BRGHOHXA	BERGHOLZ	FRONTIER NORTH, INC. - OH
BRLOHXA	BRILLIANT	FRONTIER NORTH, INC. - OH
BRLNOHXA	BERLIN	FRONTIER NORTH, INC. - OH
BRLWOHXA	BARLOW	FRONTIER NORTH, INC. - OH
BRMNOHXA	BREMEN	FRONTIER NORTH, INC. - OH
BRWKOHXA	BRUNSWICK	FRONTIER NORTH, INC. - OH
BRWSOHXA	BEACH CITY	FRONTIER NORTH, INC. - OH
BRYNOHXA	BRYAN	FRONTIER NORTH, INC. - OH
BSVLOHXA	BETTSVILLE	FRONTIER NORTH, INC. - OH
BURLOHXA	CHESAPEAKE	FRONTIER NORTH, INC. - OH
BVRLOHXA	BEVERLY	FRONTIER NORTH, INC. - OH
BWLGOHXA	BOWLNGGREN	FRONTIER NORTH, INC. - OH
BWTNOHXB	BOWERSTON	FRONTIER NORTH, INC. - OH
BYVLOHXA	BYESVILLE	FRONTIER NORTH, INC. - OH
CADZOHXA	CADIZ	FRONTIER NORTH, INC. - OH
CARYOHXA	CAREY	FRONTIER NORTH, INC. - OH
CDWROHXA	COLDWATER	FRONTIER NORTH, INC. - OH
CELNOHXA	CELINA	FRONTIER NORTH, INC. - OH
CETNOHXA	CRESTON	FRONTIER NORTH, INC. - OH
CHHMOHXA	CHATHAM	FRONTIER NORTH, INC. - OH
CHSDOHXA	CHESHIRCTR	FRONTIER NORTH, INC. - OH
CHSKOHXA	CHESAPEAKE	FRONTIER NORTH, INC. - OH
CLVLOHXB	CLARKSVL	FRONTIER NORTH, INC. - OH
CLWLOHXA	CALDWELL	FRONTIER NORTH, INC. - OH
CLYDOHXA	CLYDE	FRONTIER NORTH, INC. - OH
CMBROHXB	CAMBRIDGE	FRONTIER NORTH, INC. - OH
CNGROHXA	CONGRESS	FRONTIER NORTH, INC. - OH
CNVYOHXA	CONVOY	FRONTIER NORTH, INC. - OH
CPDLOHXC	COOPERDALE	FRONTIER NORTH, INC. - OH
CRLNOHXA	CRESTLINE	FRONTIER NORTH, INC. - OH
CRTCCHXA	CURTICORGN	FRONTIER NORTH, INC. - OH
CRTNOHXA	CARROLLTON	FRONTIER NORTH, INC. - OH
CRVLOHXA	CIRCLEVL	FRONTIER NORTH, INC. - OH

CLLI	WIRE CENTER	COMPANY NAME
CTISOHXA	PT CLINTON	FRONTIER NORTH, INC. - OH
CTWBOHXA	CATAWBA	FRONTIER NORTH, INC. - OH
DCTROHXB	DECATUR	FRONTIER NORTH, INC. - OH
DLRYOHXA	DELLROY	FRONTIER NORTH, INC. - OH
DLVLOHXA	DLVLMTPLNT	FRONTIER NORTH, INC. - OH
DLWROHXA	DELAWARE	FRONTIER NORTH, INC. - OH
DXCYOHXA	DEXTERCITY	FRONTIER NORTH, INC. - OH
EDONOHXA	EDON	FRONTIER NORTH, INC. - OH
EGTNOHXA	EDGERTON	FRONTIER NORTH, INC. - OH
ELMROHXA	ELMORE	FRONTIER NORTH, INC. - OH
ENWDOHXA	ENGLEWOOD	FRONTIER NORTH, INC. - OH
ERCHOHXA	EROCHESTER	FRONTIER NORTH, INC. - OH
EVPTOHXA	EVANSPO	FRONTIER NORTH, INC. - OH
FLCYOHXA	FELICITY	FRONTIER NORTH, INC. - OH
FLSHOHXA	FLUSHING	FRONTIER NORTH, INC. - OH
FORSOHXA	FOREST	FRONTIER NORTH, INC. - OH
FRPTOHXB	FREEPORT	FRONTIER NORTH, INC. - OH
FRVLOHXA	FARMERSVL	FRONTIER NORTH, INC. - OH
FTRCOHXA	FTRECOVERY	FRONTIER NORTH, INC. - OH
FYTTOHXA	FAYETTE	FRONTIER NORTH, INC. - OH
GBBGOHXB	GIBSONBURG	FRONTIER NORTH, INC. - OH
GDRPOHXA	GRAND RPDS	FRONTIER NORTH, INC. - OH
GENOOHXA	GENOA	FRONTIER NORTH, INC. - OH
GFTNOHXA	GRAFTON	FRONTIER NORTH, INC. - OH
GLADOHXA	JACKSON	FRONTIER NORTH, INC. - OH
GLINOHXA	GALION	FRONTIER NORTH, INC. - OH
GNFDOHXA	GREENFIELD	FRONTIER NORTH, INC. - OH
GNWCOHXA	GREENWICH	FRONTIER NORTH, INC. - OH
GRCMOHXA	GREEN CAMP	FRONTIER NORTH, INC. - OH
GRTSOHXA	GRATIS	FRONTIER NORTH, INC. - OH
GRTWOHXA	GEORGETOWN	FRONTIER NORTH, INC. - OH
GRVLOHXA	GARRETTSVL	FRONTIER NORTH, INC. - OH
GUVLOHXA	GUYSVILLE	FRONTIER NORTH, INC. - OH
HCVLOHXA	HICKSVILLE	FRONTIER NORTH, INC. - OH
HGPTOHXB	HIGGINSPT	FRONTIER NORTH, INC. - OH
HLNAOHXA	HELENA	FRONTIER NORTH, INC. - OH
HMVIOHXA	HOMERVILLE	FRONTIER NORTH, INC. - OH
HRPSOHXA	HARPSTER	FRONTIER NORTH, INC. - OH
HRSPOHXA	HARLEM SPG	FRONTIER NORTH, INC. - OH
HSKNOHXB	HASKISTGNY	FRONTIER NORTH, INC. - OH
HSVLOHXA	HAMERSVL	FRONTIER NORTH, INC. - OH
HURNOHXA	HURON	FRONTIER NORTH, INC. - OH
HVTNOHXA	HANOVERTON	FRONTIER NORTH, INC. - OH
HYVLOHXA	HAYESVILLE	FRONTIER NORTH, INC. - OH
IDAHOHXA	IDAHO	FRONTIER NORTH, INC. - OH
JCSNOHXA	JACKSON	FRONTIER NORTH, INC. - OH
JENROHXB	JENERA	FRONTIER NORTH, INC. - OH
JWTTOHXA	JEWETT	FRONTIER NORTH, INC. - OH
KLBROHXA	KILBOURNE	FRONTIER NORTH, INC. - OH
KLISOHXA	KELLEYS IS	FRONTIER NORTH, INC. - OH
LARUOHXA	LA RUE	FRONTIER NORTH, INC. - OH
LAUROHXA	LAURA	FRONTIER NORTH, INC. - OH
LAVLOHXB	LAURELVL	FRONTIER NORTH, INC. - OH
LDVLOHXA	LAKEVILLE	FRONTIER NORTH, INC. - OH

CLLI	WIRE CENTER	COMPANY NAME
LODIOHXA	LODI	FRONTIER NORTH, INC. - OH
LOGNOHXA	LOGAN	FRONTIER NORTH, INC. - OH
LSBGOHXA	LEESBURG	FRONTIER NORTH, INC. - OH
LUVLOHXA	PORTSMOUTH	FRONTIER NORTH, INC. - OH
LWBGHXA	LEWISBURG	FRONTIER NORTH, INC. - OH
LWLOHXA	LOWELL	FRONTIER NORTH, INC. - OH
LWSLOHXA	LOWERSALEM	FRONTIER NORTH, INC. - OH
LYBGOHXA	LYNCHBURG	FRONTIER NORTH, INC. - OH
MARNOHXB	MARION	FRONTIER NORTH, INC. - OH
MARNOHXC	MARION	FRONTIER NORTH, INC. - OH
MCAROHXB	MCARTHUR	FRONTIER NORTH, INC. - OH
MCBGOHXA	MECHANCSBG	FRONTIER NORTH, INC. - OH
MCCMOHXB	MCCOMB	FRONTIER NORTH, INC. - OH
MCTWOHXA	MECHANCSTN	FRONTIER NORTH, INC. - OH
MEDNOHXB	MEDINA	FRONTIER NORTH, INC. - OH
MILNOHXA	MILAN	FRONTIER NORTH, INC. - OH
MLPTOHXA	MILLERSPT	FRONTIER NORTH, INC. - OH
MLVROHXA	MALVERN	FRONTIER NORTH, INC. - OH
MNCAOHXA	MANCHESTER	FRONTIER NORTH, INC. - OH
MNCYOHXA	MINERAL CY	FRONTIER NORTH, INC. - OH
MNDNOHXB	MENDON	FRONTIER NORTH, INC. - OH
MNRVOHXA	MINERVA	FRONTIER NORTH, INC. - OH
MNSTOHXA	MINSTER	FRONTIER NORTH, INC. - OH
MOVLOHXA	MONROEVL	FRONTIER NORTH, INC. - OH
MRBLOHXA	MARBLEHEAD	FRONTIER NORTH, INC. - OH
MRNSOHXA	MORNINGSUN	FRONTIER NORTH, INC. - OH
MRRLOHXA	MORRAL	FRONTIER NORTH, INC. - OH
MRSTOHXA	CELINA	FRONTIER NORTH, INC. - OH
MTBLOHXB	MTBLANCHAD	FRONTIER NORTH, INC. - OH
MTOROHXA	MOUNT ORAB	FRONTIER NORTH, INC. - OH
MTPLOHXA	MONTPELIER	FRONTIER NORTH, INC. - OH
MTRSOHXA	MONTROSE	FRONTIER NORTH, INC. - OH
MTVIOHXA	MARTINSVL	FRONTIER NORTH, INC. - OH
MWTWOHXB	MOWRYSTOWN	FRONTIER NORTH, INC. - OH
NBLTOHXA	NO BALTIMR	FRONTIER NORTH, INC. - OH
NBTNOHXA	PORTSMOUTH	FRONTIER NORTH, INC. - OH
NETNOHXA	NORTHEATON	FRONTIER NORTH, INC. - OH
NEVDOHXA	NEVADA	FRONTIER NORTH, INC. - OH
NEY OHXA	NEY	FRONTIER NORTH, INC. - OH
NFFDOHXB	NORWALK	FRONTIER NORTH, INC. - OH
NGTWOHXA	NOGEORGETN	FRONTIER NORTH, INC. - OH
NRWLOHXA	NORWALK	FRONTIER NORTH, INC. - OH
NSTROHXB	NORTH STAR	FRONTIER NORTH, INC. - OH
NWBMOHXA	NEW BREMEN	FRONTIER NORTH, INC. - OH
NWCNOHXA	NEWCONCORD	FRONTIER NORTH, INC. - OH
NWLBOHXA	NEWLEBANON	FRONTIER NORTH, INC. - OH
NWLNOHXA	NEW LONDON	FRONTIER NORTH, INC. - OH
NWMROHXA	NEWMRSHFLD	FRONTIER NORTH, INC. - OH
NWPHOHXA	NEWPHLDLPH	FRONTIER NORTH, INC. - OH
NWPHOHXB	NEWPHLDLPH	FRONTIER NORTH, INC. - OH
NWTNOHXA	NEWWSHNGTN	FRONTIER NORTH, INC. - OH
NWVNOHXA	NEW VIENNA	FRONTIER NORTH, INC. - OH
OBRLOHXA	OBERLIN	FRONTIER NORTH, INC. - OH
OHCYOHXA	OHIO CITY	FRONTIER NORTH, INC. - OH

CLLI	WIRE CENTER	COMPANY NAME
OKHLOHXA	OAK HILL	FRONTIER NORTH, INC. - OH
OKHROHXB	OAK HARBOR	FRONTIER NORTH, INC. - OH
OSTROHXB	OSTRANDER	FRONTIER NORTH, INC. - OH
OTWYOHXB	PORTSMOUTH	FRONTIER NORTH, INC. - OH
OXFROHXA	OXFORD	FRONTIER NORTH, INC. - OH
PARSOHXA	PARIS	FRONTIER NORTH, INC. - OH
PAYNOHXA	PAYNE	FRONTIER NORTH, INC. - OH
PBLSOHXA	PEEBLES	FRONTIER NORTH, INC. - OH
PCTNOHXA	PT CLINTON	FRONTIER NORTH, INC. - OH
PCTNOHXB	PT CLINTON	FRONTIER NORTH, INC. - OH
PHBGOHXA	PHILLIPSBG	FRONTIER NORTH, INC. - OH
PINROHXA	PIONEER	FRONTIER NORTH, INC. - OH
PKTNOHXA	PIKETON	FRONTIER NORTH, INC. - OH
PLMOOHXB	PLYMOUTH	FRONTIER NORTH, INC. - OH
PLWDOHXA	RESACA	FRONTIER NORTH, INC. - OH
PMRYOHXA	POMEROY	FRONTIER NORTH, INC. - OH
PMVLOHXB	PEMBERVL	FRONTIER NORTH, INC. - OH
PNCYOHXA	PLAIN CITY	FRONTIER NORTH, INC. - OH
POLKOHXA	POLK	FRONTIER NORTH, INC. - OH
PRSPOHXA	PROSPECT	FRONTIER NORTH, INC. - OH
PRVLOHXA	CHESAPEAKE	FRONTIER NORTH, INC. - OH
PSVLOHXA	PLEASANTVL	FRONTIER NORTH, INC. - OH
PTBYOHXA	PUT IN BAY	FRONTIER NORTH, INC. - OH
PTLDOHXA	PORTLAND	FRONTIER NORTH, INC. - OH
PTMOOHXA	PORTSMOUTH	FRONTIER NORTH, INC. - OH
PTWLOHXB	PT WILLIAM	FRONTIER NORTH, INC. - OH
PYVLOHXA	PERRYSVL	FRONTIER NORTH, INC. - OH
RACNOHXA	POMEROY	FRONTIER NORTH, INC. - OH
RCMDOHXA	RICHMOND	FRONTIER NORTH, INC. - OH
RCWDOHXA	RICHWOOD	FRONTIER NORTH, INC. - OH
RDHWOHXB	REDHAW	FRONTIER NORTH, INC. - OH
RDNROHXA	RADNOR	FRONTIER NORTH, INC. - OH
RLVLOHXB	RUSSELLVL	FRONTIER NORTH, INC. - OH
RPBLOHXB	REPUBLIC	FRONTIER NORTH, INC. - OH
RTLDOHXA	POMEROY	FRONTIER NORTH, INC. - OH
RWSNOHXB	RAWSON	FRONTIER NORTH, INC. - OH
SABNOHXA	SABINA	FRONTIER NORTH, INC. - OH
SCIOOHXA	SCIO	FRONTIER NORTH, INC. - OH
SCTTOHXA	SCOTT	FRONTIER NORTH, INC. - OH
SCTVOHXA	PORTSMOUTH	FRONTIER NORTH, INC. - OH
SEMNOHXA	SEAMAN	FRONTIER NORTH, INC. - OH
SEVLOHXA	SEVILLE	FRONTIER NORTH, INC. - OH
SGRCOHXA	SUGARCREEK	FRONTIER NORTH, INC. - OH
SHCTOHXA	SHARON CTR	FRONTIER NORTH, INC. - OH
SMFDOHXA	SMITHFIELD	FRONTIER NORTH, INC. - OH
SNSPOHXB	SINKINGSPG	FRONTIER NORTH, INC. - OH
SNVLOHXA	SPENCERVL	FRONTIER NORTH, INC. - OH
SPNCOHXA	SPENCER	FRONTIER NORTH, INC. - OH
SRDNOHXA	SARDINIA	FRONTIER NORTH, INC. - OH
SRFDOHXA	SUMMERFLD	FRONTIER NORTH, INC. - OH
STBGOHXA	STRASBURG	FRONTIER NORTH, INC. - OH
STMYOHXA	ST MARYS	FRONTIER NORTH, INC. - OH
SVNHOHXB	SAVANNAH	FRONTIER NORTH, INC. - OH
SWBSOHXA	PORTSMOUTH	FRONTIER NORTH, INC. - OH

CLLI	WIRE CENTER	COMPANY NAME
SYVNOHXA	SYLVANIA	FRONTIER NORTH, INC. - OH
SYVNOHXB	SYLVANIA	FRONTIER NORTH, INC. - OH
THPLOHXA	THE PLAINS	FRONTIER NORTH, INC. - OH
TLVLOHXA	TILTONSVL	FRONTIER NORTH, INC. - OH
TPCYOHXA	TIPP CITY	FRONTIER NORTH, INC. - OH
TROYOHXA	TROY	FRONTIER NORTH, INC. - OH
TRWDOHXA	TROTWOOD	FRONTIER NORTH, INC. - OH
VLCYOHXA	VALLEYCITY	FRONTIER NORTH, INC. - OH
VNBROHXA	VAN BUREN	FRONTIER NORTH, INC. - OH
WALDOHXA	WALDO	FRONTIER NORTH, INC. - OH
WALXOHXA	WALEXNDRIA	FRONTIER NORTH, INC. - OH
WAYNOHXA	WAYNEBRDNR	FRONTIER NORTH, INC. - OH
WDSTOHXB	WOODSTOCK	FRONTIER NORTH, INC. - OH
WGTHOHXA	WELLINGTON	FRONTIER NORTH, INC. - OH
WHBGOHXA	PORTSMOUTH	FRONTIER NORTH, INC. - OH
WHTNOHXB	WHARTON	FRONTIER NORTH, INC. - OH
WINOOHXA	WINONA	FRONTIER NORTH, INC. - OH
WKMNOHXA	WAKEMAN	FRONTIER NORTH, INC. - OH
WKVLOHXA	WILKESVL	FRONTIER NORTH, INC. - OH
WLMGOHXB	WILMINGTON	FRONTIER NORTH, INC. - OH
WLPTOHXB	WILLIAMSPT	FRONTIER NORTH, INC. - OH
WLRDOHXA	WILLARD	FRONTIER NORTH, INC. - OH
WLSHOHXA	WILSHIWREN	FRONTIER NORTH, INC. - OH
WLTNOHXA	WELLSTON	FRONTIER NORTH, INC. - OH
WMTNOHXA	WESTMILTON	FRONTIER NORTH, INC. - OH
WPMOOHXA	PORTSMOUTH	FRONTIER NORTH, INC. - OH
WRSWOHXA	WARSAW	FRONTIER NORTH, INC. - OH
WSLMOHXA	WEST SALEM	FRONTIER NORTH, INC. - OH
WSTNOHXA	WESTON	FRONTIER NORTH, INC. - OH
WSWOOHXA	WADSWORTH	FRONTIER NORTH, INC. - OH
WUNNOHXA	WEST UNION	FRONTIER NORTH, INC. - OH
WUNTOHXA	WEST UNITY	FRONTIER NORTH, INC. - OH
WVRLOHXA	WAVERLY	FRONTIER NORTH, INC. - OH
YRKSOHXA	YORKSHIRE	FRONTIER NORTH, INC. - OH
GMTWOHXA	GERMANTOWN	GERMANTOWN INDEPENDENT TELEPHONE CO.
GLNDOHXA	GLANDORF	GLANDORF TELEPHONE CO., INC.
KALDOHXA	KALIDA	KALIDA TELEPHONE COMPANY, INC.
BTVIOHXA	BUTLERVL	LITTLE MIAMI COMMUNICATIONS CORP.
FYVLOHXA	FAYETTEVL	LITTLE MIAMI COMMUNICATIONS CORP.
MCCROHXA	MCCLURE	MCCLURE TELEPHONE CO.
MDPNOHXA	MIDDLE PT	MIDDLE POINT HOME TELEPHONE CO.
MNFROHXA	MINFD SKDL	MINFORD TELEPHONE CO.
NWKNOHXA	NEW KNOXVL	NEW KNOXVILLE TELEPHONE CO.
NOVAOHXB	NOVA	NOVA TELEPHONE CO.
OKWDOHXA	OAKWOOD	OAKWOOD TELEPHONE CO.
LPSCOHXA	LEIPSIC	ORWELL TELEPHONE CO.
ORWLOHXA	ORWELL	ORWELL TELEPHONE CO.
PNDROHXA	BELMORE	ORWELL TELEPHONE CO.
CODLOHXA	CLOVERDALE	OTTOVILLE MUTUAL TELEPHONE CO.
OTVLOHXA	OTTOVILLE	OTTOVILLE MUTUAL TELEPHONE CO.
RGCROHXA	RIDGEVLCOR	RIDGEVILLE TELEPHONE CO.
SHWDOHXA	SHERWOOD	SHERWOOD MUTUAL TELEPHONE ASSOCIATION, INC.
MHVLOHXA	MCUTCHEENVL	SYCAMORE TELEPHONE CO.
MLMROHXA	MELMORE	SYCAMORE TELEPHONE CO.

CLLI	WIRE CENTER	COMPANY NAME
SYCMOHXA	SYCAMORE	SYCAMORE TELEPHONE CO.
CRIDOHXA	CRIDERSVL	TELEPHONE SERVICE CO.
WPKNOHXA	WAPAKONETA	TELEPHONE SERVICE CO.
URBNOHXA	URBANA	THE CHAMPAIGN TELEPHONE COMPANY
UNCYINXA	UNION CITY	UNITED TEL. CO. OF INDIANA, INC. DBA CENTURYLINK
ADA OHXA	ADA	UNITED TEL. CO. OF OHIO - CENTURYLINK
ADVLOHXA	ADAMSVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
ALGROHXA	ALGER	UNITED TEL. CO. OF OHIO - CENTURYLINK
ALXNOHXA	ALEXANDRIA	UNITED TEL. CO. OF OHIO - CENTURYLINK
ANDVOHXA	ANDOVER	UNITED TEL. CO. OF OHIO - CENTURYLINK
ANNAOHXA	ANNA	UNITED TEL. CO. OF OHIO - CENTURYLINK
ANSOOHXA	ANSONIA	UNITED TEL. CO. OF OHIO - CENTURYLINK
APCKOHXA	APPLECREEK	UNITED TEL. CO. OF OHIO - CENTURYLINK
ARCHOHXA	ARCHBOLD	UNITED TEL. CO. OF OHIO - CENTURYLINK
ARCNHXA	ARCANUM	UNITED TEL. CO. OF OHIO - CENTURYLINK
BCYROHXA	BUCYRUS	UNITED TEL. CO. OF OHIO - CENTURYLINK
BFTNOHXA	BLUFFTON	UNITED TEL. CO. OF OHIO - CENTURYLINK
BGPROHXA	BIGPRAIRIE	UNITED TEL. CO. OF OHIO - CENTURYLINK
BIVLOHXA	BRISTOLVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
BLCTOHXA	BELLE CTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
BLLFOHXA	BELLEFONTAN	UNITED TEL. CO. OF OHIO - CENTURYLINK
BLVLOHXA	BELLVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
BMDLOHXA	BLOOMDALE	UNITED TEL. CO. OF OHIO - CENTURYLINK
BRCTOHXA	BERLIN CTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
BRFROHXA	BRADFORD	UNITED TEL. CO. OF OHIO - CENTURYLINK
BRTLOHXA	BARTLETT	UNITED TEL. CO. OF OHIO - CENTURYLINK
BTKNOHXA	BOTKINS	UNITED TEL. CO. OF OHIO - CENTURYLINK
BTLROHXA	BUTLER	UNITED TEL. CO. OF OHIO - CENTURYLINK
BVRDOHXA	BEAVERDAM	UNITED TEL. CO. OF OHIO - CENTURYLINK
CARAOHXA	CAIRO	UNITED TEL. CO. OF OHIO - CENTURYLINK
CHHLOHXA	CHESTERHL	UNITED TEL. CO. OF OHIO - CENTURYLINK
CHVLOHXA	CHESTERVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
CKVLOHXA	CROOKSVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
CLDNOHXA	CALEDONIA	UNITED TEL. CO. OF OHIO - CENTURYLINK
CMDNOHXA	CAMDEN	UNITED TEL. CO. OF OHIO - CENTURYLINK
CNBGOHXA	CENTERBURG	UNITED TEL. CO. OF OHIO - CENTURYLINK
CRDGOHXA	CARDINGTON	UNITED TEL. CO. OF OHIO - CENTURYLINK
CRLDOHXA	CORTLAND	UNITED TEL. CO. OF OHIO - CENTURYLINK
CRTOOHXA	CROTON	UNITED TEL. CO. OF OHIO - CENTURYLINK
CTFDOHXA	CHATFIELD	UNITED TEL. CO. OF OHIO - CENTURYLINK
CYGTOHXA	CYGNET	UNITED TEL. CO. OF OHIO - CENTURYLINK
DANKOHXA	DANVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
DFNCOHXA	DEFIANCE	UNITED TEL. CO. OF OHIO - CENTURYLINK
DGRFOHXA	DE GRAFF	UNITED TEL. CO. OF OHIO - CENTURYLINK
DLPFOHXA	DELPHOS	UNITED TEL. CO. OF OHIO - CENTURYLINK
DMSCOHXA	DAMASCUS	UNITED TEL. CO. OF OHIO - CENTURYLINK
DNKROHXA	DUNKIRK	UNITED TEL. CO. OF OHIO - CENTURYLINK
DSHLOHXA	DESLER	UNITED TEL. CO. OF OHIO - CENTURYLINK
EATNOHXA	EATON	UNITED TEL. CO. OF OHIO - CENTURYLINK
ELBLOHXA	E LIBERTY	UNITED TEL. CO. OF OHIO - CENTURYLINK
ELDROHXA	ELDORADO	UNITED TEL. CO. OF OHIO - CENTURYLINK
ELIDOHXA	ELIDA	UNITED TEL. CO. OF OHIO - CENTURYLINK
FLRDOHXA	FLORIDA	UNITED TEL. CO. OF OHIO - CENTURYLINK
FRBGOHXA	FREDECKSBG	UNITED TEL. CO. OF OHIO - CENTURYLINK

CLLI	WIRE CENTER	COMPANY NAME
FRTWOHXA	FREDERCKTN	UNITED TEL. CO. OF OHIO - CENTURYLINK
FTLROHXA	FT LORAMIE	UNITED TEL. CO. OF OHIO - CENTURYLINK
FZBGOHXA	FRAZEYSBG	UNITED TEL. CO. OF OHIO - CENTURYLINK
GLMTOHXA	GLENMONT	UNITED TEL. CO. OF OHIO - CENTURYLINK
GLSTOHXA	GLOUSTER	UNITED TEL. CO. OF OHIO - CENTURYLINK
GMBROHXA	GAMBIER	UNITED TEL. CO. OF OHIO - CENTURYLINK
GNVLOHXA	GREENVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
GOMROHXA	GOMER	UNITED TEL. CO. OF OHIO - CENTURYLINK
GRNEOHXA	GREENE	UNITED TEL. CO. OF OHIO - CENTURYLINK
GRSPOHXA	GREEN SPG	UNITED TEL. CO. OF OHIO - CENTURYLINK
GRTNOHXA	GRELTNMLNT	UNITED TEL. CO. OF OHIO - CENTURYLINK
GTBGOHXA	GETTYSBURG	UNITED TEL. CO. OF OHIO - CENTURYLINK
HBRNOHXA	HEBRON	UNITED TEL. CO. OF OHIO - CENTURYLINK
HLBGOHXA	HOLLANSBG	UNITED TEL. CO. OF OHIO - CENTURYLINK
HLGTOHXA	HOLGATE	UNITED TEL. CO. OF OHIO - CENTURYLINK
HMLROHXA	HAMLER	UNITED TEL. CO. OF OHIO - CENTURYLINK
HMVLOHXA	HOLMESVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
HNVIOHXA	HUNTSVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
HRFROHXA	HARTFORD	UNITED TEL. CO. OF OHIO - CENTURYLINK
JEWLOHXA	JEWELL	UNITED TEL. CO. OF OHIO - CENTURYLINK
JFSAOHXA	JEFFERSON	UNITED TEL. CO. OF OHIO - CENTURYLINK
JHTWOHXA	JOHNSTOWN	UNITED TEL. CO. OF OHIO - CENTURYLINK
JHVLOHXA	JOHNSVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
JKCTOHXA	JACKSONCTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
JNCYOHXA	JUNCTIONCY	UNITED TEL. CO. OF OHIO - CENTURYLINK
KDRNOHXA	KIDRON	UNITED TEL. CO. OF OHIO - CENTURYLINK
KLBCOHXA	KILLBUCK	UNITED TEL. CO. OF OHIO - CENTURYLINK
KNMNOHXA	KINSMAN	UNITED TEL. CO. OF OHIO - CENTURYLINK
LBCTOHXA	LIBERTYCTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
LBNNOHXA	LEBANON	UNITED TEL. CO. OF OHIO - CENTURYLINK
LCKYOHXA	LUCKEY	UNITED TEL. CO. OF OHIO - CENTURYLINK
LIMAOHXA	LIMA	UNITED TEL. CO. OF OHIO - CENTURYLINK
LKMLOHXA	LAKEMILTON	UNITED TEL. CO. OF OHIO - CENTURYLINK
LRTWOHXB	WARREN	UNITED TEL. CO. OF OHIO - CENTURYLINK
LUCSOHXA	LUCAS	UNITED TEL. CO. OF OHIO - CENTURYLINK
LVBGOHXA	WARREN	UNITED TEL. CO. OF OHIO - CENTURYLINK
LXTNOHXA	LEXINGTON	UNITED TEL. CO. OF OHIO - CENTURYLINK
LYNSOHXA	LYONS	UNITED TEL. CO. OF OHIO - CENTURYLINK
MASNOHXA	MASON	UNITED TEL. CO. OF OHIO - CENTURYLINK
MCNVOHXA	MCONNELSVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
MDBROHXA	WOOSTER	UNITED TEL. CO. OF OHIO - CENTURYLINK
MGSPOHXA	MAGNETCSPG	UNITED TEL. CO. OF OHIO - CENTURYLINK
MLBGOHXA	MILLERSBG	UNITED TEL. CO. OF OHIO - CENTURYLINK
MLCTOHXA	MILFORDCTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
MNFDOHXA	MANSFIELD	UNITED TEL. CO. OF OHIO - CENTURYLINK
MNFDOHXB	MANSFIELD	UNITED TEL. CO. OF OHIO - CENTURYLINK
MNFDOHXC	MANSFIELD	UNITED TEL. CO. OF OHIO - CENTURYLINK
MNFDOHXD	MANSFIELD	UNITED TEL. CO. OF OHIO - CENTURYLINK
MOLNOHXA	MOLINE	UNITED TEL. CO. OF OHIO - CENTURYLINK
MRBGOHXA	MARTINSBG	UNITED TEL. CO. OF OHIO - CENTURYLINK
MRNGOHXA	MARENGO	UNITED TEL. CO. OF OHIO - CENTURYLINK
MRRWOHXA	MORROW	UNITED TEL. CO. OF OHIO - CENTURYLINK
MRVLOHXA	MARSHALLVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
MTGLOHXA	MT GILEAD	UNITED TEL. CO. OF OHIO - CENTURYLINK

CLLI	WIRE CENTER	COMPANY NAME
MTMOOHXA	METAMORA	UNITED TEL. CO. OF OHIO - CENTURYLINK
MTSTOHXA	MTSTERLING	UNITED TEL. CO. OF OHIO - CENTURYLINK
MTVCOHXA	MT VICTORY	UNITED TEL. CO. OF OHIO - CENTURYLINK
MTVROHXA	MT VERNON	UNITED TEL. CO. OF OHIO - CENTURYLINK
MYVIOHXA	MARYSVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
NBENOHXA	NO BENTON	UNITED TEL. CO. OF OHIO - CENTURYLINK
NLBGOHXA	NO LEWISBG	UNITED TEL. CO. OF OHIO - CENTURYLINK
NPLNOHXA	NAPOLEON	UNITED TEL. CO. OF OHIO - CENTURYLINK
NSVLOHXA	NASHVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
NWCHOHXA	NEWWNCHSTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
NWFLOHXA	NEWTON FLS	UNITED TEL. CO. OF OHIO - CENTURYLINK
NWLYOHXA	NEW LYME	UNITED TEL. CO. OF OHIO - CENTURYLINK
NWMSOHXA	NEWMADISON	UNITED TEL. CO. OF OHIO - CENTURYLINK
NWPROHXA	NEW PARIS	UNITED TEL. CO. OF OHIO - CENTURYLINK
OLFTOHXA	OLD FORT	UNITED TEL. CO. OF OHIO - CENTURYLINK
ORVLOHXA	ORRVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
OTWAOHXA	OTTAWA	UNITED TEL. CO. OF OHIO - CENTURYLINK
PEVLOHXA	PENNSVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
PRTGOHXA	PORTAGE	UNITED TEL. CO. OF OHIO - CENTURYLINK
PTSKOHXA	PATASKALA	UNITED TEL. CO. OF OHIO - CENTURYLINK
RCCTOHXA	RCFLDCTBRY	UNITED TEL. CO. OF OHIO - CENTURYLINK
RCFROHXA	ROCKFORD	UNITED TEL. CO. OF OHIO - CENTURYLINK
RDWYOHXA	RIDGEWAY	UNITED TEL. CO. OF OHIO - CENTURYLINK
RNRVOHXA	REINELHKNY	UNITED TEL. CO. OF OHIO - CENTURYLINK
RSBGOHXA	ROSSBURG	UNITED TEL. CO. OF OHIO - CENTURYLINK
RSHSOHXA	RUSHSYLVAN	UNITED TEL. CO. OF OHIO - CENTURYLINK
RSNGOHXA	RISINGSUN	UNITED TEL. CO. OF OHIO - CENTURYLINK
RSPNOHXA	RUSSELLSPT	UNITED TEL. CO. OF OHIO - CENTURYLINK
RSWDOHXA	ROSEWOOD	UNITED TEL. CO. OF OHIO - CENTURYLINK
RTMNOHXA	RIITMAN	UNITED TEL. CO. OF OHIO - CENTURYLINK
RYMNOHXA	RAYMOND	UNITED TEL. CO. OF OHIO - CENTURYLINK
SDNYOHXA	SIDNEY	UNITED TEL. CO. OF OHIO - CENTURYLINK
SHLBOHXA	SHELBY	UNITED TEL. CO. OF OHIO - CENTURYLINK
SHLHOHXA	SHILOH	UNITED TEL. CO. OF OHIO - CENTURYLINK
SHRVOHXA	SHREVE	UNITED TEL. CO. OF OHIO - CENTURYLINK
SLBNOHXA	SO LEBANON	UNITED TEL. CO. OF OHIO - CENTURYLINK
SMVLOHXA	SMITHVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
SNBYOHXB	SUNBURY	UNITED TEL. CO. OF OHIO - CENTURYLINK
STNGOHXA	STERLING	UNITED TEL. CO. OF OHIO - CENTURYLINK
STPTOHXA	STOCKPORT	UNITED TEL. CO. OF OHIO - CENTURYLINK
STRGOHXA	STONYRIDGE	UNITED TEL. CO. OF OHIO - CENTURYLINK
STRYOHXA	STRYKER	UNITED TEL. CO. OF OHIO - CENTURYLINK
SWTNOHXA	SWANTON	UNITED TEL. CO. OF OHIO - CENTURYLINK
UTICOHXA	UTICAHOMER	UNITED TEL. CO. OF OHIO - CENTURYLINK
VNDCOHXA	VENEDOCIA	UNITED TEL. CO. OF OHIO - CENTURYLINK
VNWROHXA	VAN WERT	UNITED TEL. CO. OF OHIO - CENTURYLINK
VRSL0HXA	VERSAILLES	UNITED TEL. CO. OF OHIO - CENTURYLINK
WASNOHXA	WAUSEON	UNITED TEL. CO. OF OHIO - CENTURYLINK
WDVLOHXA	WOODVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
WLDROHXA	MANSFIELD	UNITED TEL. CO. OF OHIO - CENTURYLINK
WMCHOHXA	WMANCHESTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
WMFDOHXA	WMANSFIELD	UNITED TEL. CO. OF OHIO - CENTURYLINK
WMNSOHXA	WESTMINSTR	UNITED TEL. CO. OF OHIO - CENTURYLINK
WNHMOHXA	WINDHAM	UNITED TEL. CO. OF OHIO - CENTURYLINK

CLLI	WIRE CENTER	COMPANY NAME
WRRNOHXA	WARREN	UNITED TEL. CO. OF OHIO - CENTURYLINK
WRRNOHXB	WARREN	UNITED TEL. CO. OF OHIO - CENTURYLINK
WRRNOHXE	WARREN	UNITED TEL. CO. OF OHIO - CENTURYLINK
WRRNOHXF	WARREN	UNITED TEL. CO. OF OHIO - CENTURYLINK
WRRNOHXG	WARREN	UNITED TEL. CO. OF OHIO - CENTURYLINK
WSTROHXA	WOOSTER	UNITED TEL. CO. OF OHIO - CENTURYLINK
WTVLOHXA	WATERVILLE	UNITED TEL. CO. OF OHIO - CENTURYLINK
WYFDOHXA	WAYNESFLD	UNITED TEL. CO. OF OHIO - CENTURYLINK
WYLDOHXA	WAYLAND	UNITED TEL. CO. OF OHIO - CENTURYLINK
WYVLOHXA	WAYNESVL	UNITED TEL. CO. OF OHIO - CENTURYLINK
VANLOHXA	VANLUE	VANLUE TELEPHONE CO.
VGVOHXA	VAUGHNSVL	VAUGHNSVILLE TELEPHONE CO., INC.
CHFDHXA	CHESTERFLD	WINDSTREAM OHIO, INC.
CLSTOHXA	COLUMBISTA	WINDSTREAM OHIO, INC.
CVTNOHXA	COVINGTON	WINDSTREAM OHIO, INC.
DELTOHXA	DELTA	WINDSTREAM OHIO, INC.
ELYROHXA	ELYRIA	WINDSTREAM OHIO, INC.
ELYROHXB	ELYRIA	WINDSTREAM OHIO, INC.
ELYROHxD	ELYRIA	WINDSTREAM OHIO, INC.
ELYROHXE	ELYRIA	WINDSTREAM OHIO, INC.
GRTTOHXA	GRATIOT	WINDSTREAM OHIO, INC.
GRVIOHXA	GRANVILLE	WINDSTREAM OHIO, INC.
HETHOHXA	NEWARK	WINDSTREAM OHIO, INC.
HNVROHXA	HANOVER	WINDSTREAM OHIO, INC.
KNTNOHXA	KENTON	WINDSTREAM OHIO, INC.
LGRNOHXA	ELYRIA	WINDSTREAM OHIO, INC.
NPLSOHXA	NEAPOLIS	WINDSTREAM OHIO, INC.
NRVLOHXA	ELYRIA	WINDSTREAM OHIO, INC.
NWRKOHXA	NEWARK	WINDSTREAM OHIO, INC.
NWRKOHXB	NEWARK	WINDSTREAM OHIO, INC.
NWRKOHXC	NEWARK	WINDSTREAM OHIO, INC.
NWRKOHxD	NEWARK	WINDSTREAM OHIO, INC.
PLHLOHXA	PLEASANTHL	WINDSTREAM OHIO, INC.
PLNGOHXA	PAULDING	WINDSTREAM OHIO, INC.
STLSOHXA	ST LOUISVL	WINDSTREAM OHIO, INC.
STPROHXA	ST PARIS	WINDSTREAM OHIO, INC.
ASBGOHXA	AUSTINBURG	WINDSTREAM WESTERN RESERVE, INC.
ASHTOHXA	ASHTABULA	WINDSTREAM WESTERN RESERVE, INC.
ASHTOHXC	ASHTABULA	WINDSTREAM WESTERN RESERVE, INC.
ASHTOHxD	ASHTABULA	WINDSTREAM WESTERN RESERVE, INC.
AURROHXA	AURORA	WINDSTREAM WESTERN RESERVE, INC.
BLDLOHXA	BLOOMINGDL	WINDSTREAM WESTERN RESERVE, INC.
BNBGOHXA	BAINBRIDGE	WINDSTREAM WESTERN RESERVE, INC.
CHESOHXA	CHESTER	WINDSTREAM WESTERN RESERVE, INC.
CHRDHXA	CHARDON	WINDSTREAM WESTERN RESERVE, INC.
CMLDOHXA	CUMBERLAND	WINDSTREAM WESTERN RESERVE, INC.
CNTBOHXA	CENTERVL	WINDSTREAM WESTERN RESERVE, INC.
COOLOHXA	COOLVILLE	WINDSTREAM WESTERN RESERVE, INC.
DRSTOHXA	DORSET	WINDSTREAM WESTERN RESERVE, INC.
ECLROHXC	E CLARIDON	WINDSTREAM WESTERN RESERVE, INC.
FRVWOHXA	FAIRVIEW	WINDSTREAM WESTERN RESERVE, INC.
GENVOHXA	GENEVA	WINDSTREAM WESTERN RESERVE, INC.
HDSNOHXA	NORTHFIELD	WINDSTREAM WESTERN RESERVE, INC.
HIRMOHXA	HIRAM	WINDSTREAM WESTERN RESERVE, INC.

CLLI	WIRE CENTER	COMPANY NAME
HNCKOHXA	HINCKLEY	WINDSTREAM WESTERN RESERVE, INC.
HPDLOHXA	HOPEDALE	WINDSTREAM WESTERN RESERVE, INC.
HTBGOHXA	HUNTSBURG	WINDSTREAM WESTERN RESERVE, INC.
KGVLOHXA	KINGSVILLE	WINDSTREAM WESTERN RESERVE, INC.
LTHCOHXA	LTLHOCKING	WINDSTREAM WESTERN RESERVE, INC.
MDSNOHXA	MADISON	WINDSTREAM WESTERN RESERVE, INC.
MLFDOHXC	MIDDLEFLD	WINDSTREAM WESTERN RESERVE, INC.
MRTWOHXA	MORRISTOWN	WINDSTREAM WESTERN RESERVE, INC.
MSPTOHXA	MESOPOTMIA	WINDSTREAM WESTERN RESERVE, INC.
MTVLOHXA	MONTVILLE	WINDSTREAM WESTERN RESERVE, INC.
NRFDHXA	NORTHFIELD	WINDSTREAM WESTERN RESERVE, INC.
NWBYOHXA	NEWBURY	WINDSTREAM WESTERN RESERVE, INC.
OLWSOHXA	OLDWSHNGTN	WINDSTREAM WESTERN RESERVE, INC.
PIRPOHXA	PIERPONT	WINDSTREAM WESTERN RESERVE, INC.
PNSLOHXA	PENINSULA	WINDSTREAM WESTERN RESERVE, INC.
PRMNOHXA	PARKMAN	WINDSTREAM WESTERN RESERVE, INC.
PRRYOHXA	PERRY	WINDSTREAM WESTERN RESERVE, INC.
PWPNOHXA	POWHATANPT	WINDSTREAM WESTERN RESERVE, INC.
QKCYOHXA	QUAKERCITY	WINDSTREAM WESTERN RESERVE, INC.
RCCKOHXA	ROCK CREEK	WINDSTREAM WESTERN RESERVE, INC.
RCFDOHXA	RICHFIELD	WINDSTREAM WESTERN RESERVE, INC.
RDVLOHXA	COOLVILLE	WINDSTREAM WESTERN RESERVE, INC.
RSSLOHXA	RUSSELL	WINDSTREAM WESTERN RESERVE, INC.
THSNOHXA	THOMPSON	WINDSTREAM WESTERN RESERVE, INC.
TWBGOHXA	TWINSBURG	WINDSTREAM WESTERN RESERVE, INC.

EXHIBIT M FCC-Approved Compliance Plan

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

In the Matter of the)	
)	
Telecommunications Carriers Eligible for)	WC Docket No. 09-197
Universal Service Support)	
)	
Airvoice Wireless, LLC Petition)	WC Docket No. 11-42
for Forbearance from 47 U.S.C. § 214(e)(1)(A))	

AIRVOICE WIRELESS, LLC’S AMENDED COMPLIANCE PLAN

On March 2, 2012 Airvoice Wireless, LLC (“Airvoice” or “Company”) submitted its Compliance Plan to the Commission.¹ In the Compliance Plan, Airvoice detailed the measures it will take to implement the conditions imposed by the FCC in its Forbearance Order, released on February 6, 2012.² By this filing, Airvoice hereby further amends the Compliance Plan, providing additional information and/or clarifications. Airvoice respectfully requests expeditious approval of this plan so that it may, following designation as an ETC, provide critical Lifeline services to qualified low income customers.

BACKGROUND

The Commission’s *Order* granted Airvoice’s request for forbearance from the Section 214(e)(1)(A) requirement that a carrier designated as an ETC for purposes of federal universal service support provide services, at least in part, over its own facilities, stating Airvoice may,

¹ Airvoice filed an Amended Compliance Plan on May 16, 2012.

² *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*, Report and Order and Further Notice of Proposed Rulemaking (February 6, 2012) (“*Order*”).

after meeting certain obligations set forth in the *Order*, seek ETC designation to offer discounted services to qualified low-income consumers through the universal service Lifeline program.³

The Commission's grant of forbearance is subject to the following conditions: (a) Airvoice providing its Lifeline customers with 911 and Enhanced 911 (E911) access regardless of activation status and availability of prepaid minutes; (b) Airvoice providing its Lifeline customers with E911-compliant handsets and replacing, at no additional charge to the customer, noncompliant handsets of existing customers who obtain Lifeline-supported service; (c) Airvoice complying with conditions (a) and (b) as of the date it provides Lifeline service; and (d) Airvoice filing and the Commission approving a compliance plan that details how Airvoice will comply with obligations in the *Order*, including procedures Airvoice will follow when enrolling Lifeline subscribers and requesting reimbursement; providing marketing and other materials that will be used for the initial and ongoing customer certifications, as described in Appendix C of the *Order*; as well as other steps to safeguard against waste, fraud and abuse in the Lifeline program; describes how and where Airvoice offers the service; and, a describes Airvoice's Lifeline service plans.

A. COMPLIANCE PLAN

Airvoice Wireless commits to comply with conditions that the Commission has set forth in the *Order*, the requirements described in this Compliance Plan, and any and all laws and regulations that govern the Lifeline-supported prepaid wireless service. Airvoice, offering its

³ *Id.*

wireless services under the brand designation of “Feel Safe Wireless”, does not have a holding company, operating company or any affiliates.⁴

Airvoice has been providing prepaid wireless services since 1999 and is one of the largest prepaid wireless providers in the United States. Since 1999, Airvoice has provided services to more than one million consumers. The Company is privately held, has been profitable since inception, has no outstanding debt and is financially capable of providing Lifeline service in accordance with the Commission’s rules. Airvoice, which maintains its headquarters and customer service center⁵ in Bloomfield Hills, Michigan, has approximately 5000 retail agents throughout the United States. Its key management has been with the company since 1999 and has significant technical and managerial experience providing prepaid wireless services to consumers.⁶ The Company operates as an MVNO and, thus, also relies on the technical expertise of its underlying carrier, AT&T. Currently, Airvoice provides services to more than 150,000 prepaid (non-Lifeline) customers in more than 20 states, with its largest markets in California, Indiana, Michigan, Pennsylvania and Texas.⁷

I. Access to 911 and E911 Services

Airvoice will provide all of its Lifeline subscribers with access to emergency calling services at the time the Lifeline service is initiated. Such 911 and E911 access will be available from Airvoice handsets regardless of the status of the subscriber account or the airtime balance associated with the handset. The Company’s current practice provides access to 911 and E911

⁴ Order at ¶ 390.

⁵ The customer service center is staffed with account and technical support representatives between the hours of 10 a.m. and 10 p.m. (EST). .

⁶ Order at ¶¶ 387-388.

⁷ Order at ¶ 379.

service to the extent that these services have been deployed by its underlying carrier, AT&T. Under current practice, access to such emergency services is still made available to subscribers whether their account is active, suspended, terminated, or has reached the minimum required airtime balance.

II. E911-Compliant Handsets

Airvoice will ensure that all handsets shipped to Lifeline service subscribers will be E911-compliant. All of the Company's mobile devices are 911 and E911-compliant. In the event that an existing subscriber has a noncompliant handset, the Company will immediately replace such device with an E911-compliant handset at no additional charge to the subscriber.

III. Certification of Lifeline Customers' Eligibility

A. Policy

Airvoice will comply with all certification and verification requirements for Lifeline eligibility by states where it is designated as an ETC. In states where there are no state imposed requirements, Airvoice will comply with the certification and verification procedures in effect in that state as reflected on the website of the Universal Service Administration Company. For any states which do not mandate Lifeline support and/or which do not have established rules of procedure in place, Airvoice will certify at the outset and will verify annually consumers' Lifeline eligibility in accordance with the Commission's requirements.

B. Certification Procedures

Airvoice will implement certification procedures that enable consumers to demonstrate their eligibility for Lifeline assistance by contacting Airvoice in person or via telephone, facsimile, or the Internet. At this time, approximately 80% of Airvoice's new customers apply for the benefit in person. Airvoice anticipates that 95% of its Lifeline customers will apply for

the benefit in person. The Application Form, attached as Exhibit A, is the same for each form of contact.

Airvoice's application form for its wireless service will identify that it is a "Lifeline" application. The application will indicate that Lifeline service is a government benefit, nontransferable and limited to one line per household (as defined therein). The Lifeline application form will require the provision of certain customer information, including, name, date of birth, last four digits of social security number or Tribal government identification number, permanent or temporary residential address (no P.O. boxes), billing address if different from the residential, telephone number and e-mail address (if available). The application form will list each of the qualifying federal and state programs and the applicant will be required to attest, with a checkmark, any program(s) in which they participate and provide proof of program participation.⁸ Alternatively, the applicant may elect to certify under penalty of perjury that their household income does not exceed the relevant threshold (e.g., 135% of the Federal Poverty Guidelines ("FPG") for federal default states). This election will require applicants to indicate the number of individuals in their household and provide proof of income-based eligibility.⁹

In addition, the Lifeline application form will include a certification section where the applicant must certify and sign under penalty of perjury that, among other statements, 1) the

⁸ Program eligibility may be demonstrated through the provision of "(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." In certain states, program eligibility may be confirmed through query of available databases. *Order* at ¶ 101.

⁹ *Id.* Income eligibility may be demonstrated through the provision of "prior year's state or federal tax return, Tribal tax return, current income statement from employer, paycheck stub, Social Security or Veterans Administration statement of benefits, retirement/pension statement of benefits, 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 documentation containing income information."

applicant's representations are true and correct, 2) the applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law, 3) the applicant participates in one or more of the eligible federal and state programs or has an income below the FPG, 4) their household will receive Lifeline-supported service only from Airvoice¹⁰, 5) that the applicant will be required to recertify eligibility annually and 6) the applicant understands, and consents to, that certain applicant information will be provided to the Lifeline benefit administrator. Penalties for perjury will be clearly-stated on the certification form, as required by the *Order*. Airvoice's Lifeline application will include, among others, the following certifications:

The information contained in my application is true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in my being barred from the program.

Initial
Here

I am a current recipient of the program indicated above, or have an annual income at or below 135% of the Federal Poverty Guidelines, and I have provided the documentation of eligibility.

Initial
Here

I certify that no other member of my household is receiving a Lifeline supported service from any other landline or wireless company such as Assurance, Safelink or Reachout Wireless.

Initial
Here

I understand that my Feel Safe Lifeline service is non-transferrable. I may not transfer my service to any individual, including another eligible low-income consumer.

Initial
Here

¹⁰ In situations where there are multiple households sharing an address, the applicant must complete a separate document which includes "1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income..., and (4) the penalty for a consumer's failure to make the required one-per-household certification." *Order* at ¶ 78.

I acknowledge, and consent to, that certain information including my name, date of birth, last four digits of my social security number or Tribal government identification number, temporary, permanent and billing address, telephone number and e-mail address will be provided to Lifeline administrator.

Initial
Here

Applicant's Signature: _____ Date: _____

Certification is good for up to one (1) year from the date of signing. This certification must be updated annually to avoid program termination.

Consumers will be signed up in person through retail agents or directed, via company literature, collateral or advertising, to a toll-free telephone number and to Airvoice's website. The website will contain a link to information regarding the Company's Lifeline service plans, including a detailed description of the benefit and the program and income eligibility criteria. Airvoice will have direct contact with all customers applying for Lifeline service, either in person through its employees, agents or representatives, via the Company's website, via the telephone (including facsimile) or mail. Airvoice will provide Lifeline-specific training to all personnel, whether employees, agents or representatives at authorized locations, that interacts with actual or prospective consumers with respect to obtaining, changing or terminating its Lifeline services. Airvoice understands and acknowledges its responsibility for the acts and omissions of its employees, agents and representatives.¹¹ As such, Airvoice will only enroll applicants at retail locations at which Airvoice has an agency agreement with the retailer. Airvoice will require all agent retailers to have all employees responsible for lifeline enrollment complete the standard Airvoice representative training. By establishing these agency agreements

¹¹ Order at ¶110.

with all retail outlets, Airvoice meets the “deal directly” requirement adopted in the TracFone Forbearance Order.

In retail settings, consumers will interact with one or more of Airvoice’s Lifeline trained agents or representatives (collectively the “AAR”). The AAR will provide the applicant with printed information describing Airvoice’s Lifeline program, including eligibility requirements and enrollment instructions. The AAR will also verbally explain the Lifeline benefit (a non-transferable government benefit, limited to one-per-household) and the qualification (income or program based), documentation (i.e. government issued identification, proof of program eligibility, address, three months of pay stubs, tax returns, benefit statements etc.) and certification requirements (i.e. penalty of perjury, one-per-household etc.) of the program. Once the AAR has determined that the applicant is a candidate for Lifeline service, the applicant will be asked to provide one form of government issued identification (driver’s license, identification card, or passport)¹² and to complete the Lifeline application.¹³ The AAR will review the application and all supporting documentation. The AAR will confirm if the applicant or any other individual at the stated address, as confirmed and sanitized by the Melissa Data program, is currently receiving Lifeline service from Airvoice. The applicant’s name, address, DOB and last four digits of social security number are also crosschecked against any other providers serviced

¹² A copy of the identification will be retained by Airvoice if the applicant is approved for service.

¹³ Airvoice employs two real time software programs during the application process. Specifically, Airvoice utilizes the Melissa Data program to validate the residential address provided by the applicant. <http://www.melissadata.com/> (retrieved May 15, 2012). The BeQuick Fusion program allows Airvoice to crosscheck for duplicates within Airvoice’s existing customer database and to establish customer accounts in real time. <http://www.bqsoft.com/2012/05/1455/> (retrieved May 15, 2012). Additionally, Airvoice has engaged CGM, LLC, a software firm servicing telecom providers. <http://www.cgmlc.net/> (retrieved May 15, 2012).

by CGM, LLC.¹⁴ The AAR will also review any available federal or state databases to determine if the applicant is receiving a Lifeline benefit from another provider. If the applicant is not currently receiving a Lifeline benefit, the application will be approved, a customer account will be created immediately (via BeQuick), and the applicant will be provided with a handset. The AAR will guide the customer through the activation of the handset and completion of the initial outgoing call.

To complete the enrollment, an AirVoice quality assurance manager (AQAM) will independently review each application, and all documentation supporting identity and eligibility within the CGM enrollment application review queue. The CGM review queue will allow the AQAM to view and confirm the captured image of the government issued ID and the proof of eligibility documentation, assuring that they match the information entered on the enrollment form. Once the AQAM has verified the enrollment, the image of proof of eligibility will be deleted. Only enrollments that successfully complete this two-step process (AAR and AQAM) will be submitted for reimbursement. This ensures that an Airvoice employee directly oversees and finalizes every Lifeline enrollment.

Customers who do not complete the application process in person must return the signed application and copies of 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 USC 7001-7006, and any applicable state laws and may verify signatures via interactive voice response systems. Processing of consumers' applications, including review of all application forms,

¹⁴ Additionally, Airvoice has engaged CGM, LLC, a software firm servicing the billing needs of telecom providers. <http://www.cgmlc.net/> (retrieved May 15, 2012).

crosschecking all databases and relevant documentation, will be performed under Airvoice's supervision by personnel experienced in the administration of the Lifeline program. Airvoice will ensure that all required documentation is taken care of properly by using, when available, state-specific compliance checklists. Once the application has been approved, a handset will be mailed, requiring a signature upon delivery, to the applicant at their residential address. The applicant must contact Airvoice customer service to confirm receipt of the handset, and provide last four digits of Social Security number as proof of identity, prior to having handset activated.

The application process for applying for a Lifeline benefit via telephone is similar to the retail setting described above. Applicants will be informed by an ACSR of the qualification, documentation and certification requirements for the Lifeline benefit and may be directed to the Company's website for additional information. The ACSR will employ a script similar to that provided hereto as Exhibit B. The ACSR will determine, based on the applicant's responses and a crosscheck of all databases, if they qualify for the Lifeline benefit. If the applicant qualifies for the Lifeline benefit, they will be obligated to provide (via facsimile, email, text or U.S. mail) copies of the supporting documentation prior to final approval for service.¹⁵ Upon final approval, a handset will be mailed, requiring a signature upon delivery, to the applicant at their residential address. The applicant must contact Airvoice customer service in order to confirm receipt of the handset. Customer service will assist in the activation of the handset and completion of the initial outgoing call. In the event the applicant does not qualify, the ACSR will explain the reason for denial of service.

¹⁵ In the future, the conversation between the ACSR and the applicant, specifically the applicant's responses to the certification statements, may, in some instances, may be recorded, through the use of an interactive voice response system ("IVR"), as supporting documentation.

The online application process requires an applicant to review the qualification, documentation and certification requirements as they move through progressive screens on the Company's website. The website will provide in clearly written and easily distinguishable language all the requisite information defined in the *Order*, including but not limited to, that Lifeline is a non-transferable government benefit, limited to one-per-household, with household clearly defined, requires supporting documentation and ongoing recertification obligations and is subject to penalties and imprisonment for fraud. Hereto, the applicant will be required to submit copies of supporting documentation to the Company prior to the receipt of a handset and provision of service. Once the applicant's application has been approved, a handset will be mailed, requiring a signature upon delivery, to the applicant at their residential address. The applicant must contact Airvoice customer service in order to confirm receipt of the handset. Customer service will assist in the activation of the handset and completion of the initial outgoing call. In the event the applicant does not qualify, Airvoice will notify the applicant in writing regarding the reason for denial of service.

Airvoice shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent Airvoice customers from engaging in such abuse of the program, inadvertently or intentionally. As indicated above, and prior to initiating service for a customer, the Company will confirm the identity, residential address and program eligibility of each applicant. Prior to requesting a subsidy, Airvoice will process and validate Airvoice's subsidy data and confirm that each consumer's handset has been activated and is in use to prevent: (1) Duplicate Same-Month Lifeline Subsidies ("Double Dip," i.e., any household that is already receiving a Lifeline subsidy from Airvoice will be automatically prevented from receiving a

second lifeline subsidy in that same month); and (2) Inactive lines receiving subsidy (i.e., systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines).

Notwithstanding the foregoing with respect to program or income eligibility, for states that require Airvoice to enroll subscribers identified by the state or as eligible in a state or federal database, Airvoice may continue to rely on the state or federal identification or database. Where Airvoice can access a state or federal database to make determinations about customer eligibility, the Company is not required to obtain further documentation but will note in its records what data was relied upon to confirm the customer's eligibility for Lifeline and the date it reviewed such data. Where a state agency or third-party administrator is responsible for the initial determination of eligibility, Airvoice will rely on the state identification or database.

C. Annual Verification Procedures

As required by the Commission's *Order*, Airvoice will require every consumer enrolled in the Lifeline program to verify on an annual basis that they 1) continue to be eligible for Lifeline service, 2) only receive Lifeline service from Airvoice, and 3) to the best of his or her knowledge, no one else at the subscriber's household is receiving a Lifeline supported service.¹⁶ Airvoice will re-certify the eligibility of its Lifeline subscriber base (if any) as of June 1, 2012 by the end of 2012 and report those results to USAC by January 31, 2013. Airvoice will notify each participating Lifeline consumer prior to their service anniversary date that they must confirm their continued eligibility in accordance with the applicable requirements. This notification will

¹⁶ Airvoice customer service representatives are available, toll free, to respond to any questions (including recertification and status changes) and requests for de-enrollment. Additionally, de-enrollment may be requested in person at any of Airvoice's retail agent locations.

be mailed via the U.S. Postal Service to the address the subscriber has on record with Airvoice. Airvoice will also notify customers in advance of their anniversary date via a free text message. The mailed notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Airvoice to complete the verification. Customers will have 30 days to complete the form, certify under penalty of perjury that they continue to be eligible for Lifeline service, receive Lifeline service only from Airvoice, and return the form to Airvoice by mail. Anyone who does not respond to the mailing, certifying their continued eligibility, will be removed from the Lifeline program. Certification may also be obtained through an IVR system or a text message. In states where a state agency or third party has implemented a database that carriers may query to re-certify eligibility, the Company will query the database and maintain a record of what data was used to re-certify eligibility and the date of re-certification.

Currently, customers will be required to complete the verification process by mail; however, Airvoice may offer additional options, such as web-based methods, in the future. Such verification will be required in order for the consumer to continue to receive free Lifeline service or to purchase prepaid airtime from the Company at the discounted rate only available to those customers who are enrolled in its Lifeline program. The Company will notify subscribers in writing of service termination for not responding to the annual certification within 30 days. Anyone who does not respond has 30 days to demonstrate that his or her Lifeline service should

not be terminated; or will otherwise be de-enrolled within five days following the 30-day recertification period.¹⁷

IV. Additional Measures to Prevent Waste, Fraud, and Abuse

A. Non-usage Policy

Airvoice will implement a non-usage policy whereby it will identify Lifeline customers that have not used the Company's Lifeline service for 60 days, and cease to claim Lifeline reimbursements for such customers if they do not use their service within a 30-day grace period following the initial 60-day non-usage period. Specifically, if no usage appears on an Airvoice Lifeline customer's account during any continuous 60-day period, Airvoice will promptly notify the customer that the customer is no longer eligible for Airvoice Lifeline service subject to a 30-day grace period. During the 30-day grace period, the customer's account will remain active, but Airvoice will engage in outreach efforts to determine whether the customer desires to retain the Company's Lifeline service. If the customer's account does not show any customer-specific activity during the grace period (such as making or receiving a voice call, sending a text message and/or adding money to the account), Airvoice will deactivate Lifeline services for that customer.¹⁸ In addition, Airvoice will not seek to recover a Federal Universal Service Fund subsidy for the minutes provided to the customer during the grace period or thereafter report that customer on its USAC Form 497 unless the customer reinitiates service.

¹⁷ As indicated in Section IV (C), Airvoice will update the requisite databases within one day of de-enrollment. Additionally, the Company will provide de-enrollment information (in month-to-month detail) to the Commission on an annual basis. *Order* at ¶ 206.

¹⁸ *Id.*

B. Customer Education with Respect to Duplicates

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

- a) Call Center Scripts – Airvoice will emphasize the “one Lifeline phone per household” restriction through its interaction with the potential customer at the call center. (See Exhibit B)
- b) Marketing, Advertising and Website Content – Airvoice, in its marketing materials, will reinforce the limitation of one Lifeline phone per household. The following statement will appear in conspicuous place in bold font in an offsetting color, minimum 10 point font, to ensure it is not overlooked. (See Exhibit C – sample marketing materials).

Note: LIMIT ONE LIFELINE PHONE PER HOUSEHOLD (Either Wireline or Wireless Service).

This statement will also appear on the company’s website during the customer information/education cycle. At the point on its website when a customer inputs his/her zip code to verify that Airvoice offers service in their area, Airvoice would display the above message in the section where the website explains the service.

C. Cooperation with state and federal regulators

Airvoice has and will continue to cooperate with federal and state regulators to prevent waste, fraud and abuse, including:

- Providing state commissions (PUC), the FCC or USAC upon request with data that will enable that state, the FCC or USAC to determine whether some consumers are enrolled in more than one Lifeline program. Specifically, Airvoice agrees to make available state-specific customer data, including name and address, upon request to each state PUC where it operates, the FCC or USAC for the purpose of permitting the PUC, FCC or USAC to determine whether an existing Lifeline customer receives Lifeline service from another carrier, and will participate in such a duplicate resolution process, provided that costs for participation are reasonable or defrayed through the universal service contribution mechanisms;
- Promptly investigate any notification that it receives from a state PUC, the FCC or USAC that one of its customers already receives Lifeline service from another carrier;
- Immediately deactivate a customer's Lifeline service and no longer report that customer on USAC Form 497 if Airvoice's investigation, a state, the FCC or USAC concludes that the customer receives Lifeline services from another carrier in violation of the Commission's regulations and that Airvoice's Lifeline service should be discontinued such as a de-enrollment notification pursuant to the FCC's June 17, 2011 Report and *Order* (Section III, B.).
- Airvoice agrees to comply with all certification requirements when submitting for reimbursements from USAC.¹⁹

V. Lifeline Rate Plans

Airvoice offers the following rate plan, which is free to eligible Lifeline subscribers.²⁰

¹⁹ See, for example, *Order* at ¶¶ 125-128.

250 Free Minutes and a Free Phone: This plan includes a phone plus 250 free voice minutes.

Unused minutes expire at the end of the last day of their cycle. The account is then automatically replenished with the next month's 250 free voice minutes. If a subscriber runs out of minutes, they have the option to purchase additional voice minutes billed at \$.10 per minute. This plan includes nationwide coverage, voice mail, call waiting, three way calling, call forwarding and Caller ID. There is no additional charge for toll calls. Calls to 911 and Airvoice customer care are free. Lifeline customers also have the option, for an additional fee, to purchase the text and data plans that are available to all Airvoice customers.

VI. Geographic Service Area

Airvoice expects to apply for ETC status in the following states and to provide service to Lifeline eligible residents: Michigan, Wisconsin, Texas, Pennsylvania, California and the 10 Federal Jurisdiction States.

²⁰ Order at ¶ 390.

CONCLUSION

Airvoice submits that this amended Compliance Plan fully satisfies the conditions set forth in the Commission's *Order* granting forbearance to the Company. The aforementioned policies and procedures are in place to safeguard against misuse of the Company's Lifeline services, as well as to prevent waste, fraud, and abuse of the Lifeline program. Airvoice's procedures also ensure public safety by ensuring access to 911 and E911 services. Consequently, Airvoice respectfully requests that the Commission expeditiously approve this Compliance Plan so that Airvoice may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers.

Respectfully submitted,

AIRVOICE WIRELESS, LLC

/s/

Glenn S. Richards
Christine A. Reilly
Pillsbury Winthrop Shaw Pittman LLP
2300 N Street NW
Washington D.C. 20037
(202) 663-8215


Its Counsel

December 7, 2012

VERIFICATION

I hereby verify that I have read the foregoing Airvoice Wireless, LLC Amended Compliance Plan; and that to the best of my knowledge, information and belief the information stated therein is true and accurate.

Airvoice Wireless, LLC

By: 

Title: CEO Tim BAHRI

Exhibit A

LIFELINE APPLICATION

FEEL SAFE WIRELESS LIFELINE APPLICATION



This signed authorization is required in order to enroll you in the Lifeline Program in your state. This authorization is only for the purpose of verifying your participation in these programs and will not be used for any other purpose. Service requests will not be processed until this form has been received and verified by our Company.

Things to know about the Lifeline Program:

1. Lifeline is a Federal Benefit.
2. Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers.
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.

Applicant Information:

First Name: _____ MI: _____ Last Name: _____ Date of Birth: Month (DOB) _____ Day _____ Year _____

Social Security Number (SSN – last four digits only) Or Tribal ID #: _____ Contact Telephone Number: _____

Residence Address (No P.O. Boxes, Must be your principal address): This address is ☐ Permanent ☐ Temporary ☐ Multi-Household

_____ Apt/Floor/Other _____ City: _____ State _____ Zip Code: _____

Billing Address (May Contain a P.O. Box)

_____ Apt/Floor/Other _____ City: _____ State: _____ Zip Code: _____

I hereby certify that I participate in at least one of the following programs: (Check all that apply)

- ☐ Supplemental Nutrition Assistance Program (SNAP)
☐ Supplemental Security Income (SSI)
☐ Federal Public Housing Assistance
☐ Low-Income Home Energy Assistance Program (LIHEAP)
☐ National School Lunch Program
☐ Temporary Assistance for Needy Families (TANF)
☐ Medicaid

(Initial Here) I certify that my household income is at or below 135% of the Federal Poverty Guidelines (FPG). There are _____ individuals in my household.

You must provide documented proof of your participation in the above programs or your income.

I certify, under penalty of perjury: (Initial by Each Certification)

1. The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
2. I am a current recipient of the program checked above, or have an annual household income at or below 135% of the FPG.
3. I have provided documentation of eligibility if required to do so.
4. I understand that I and my household can only have one Lifeline supported telephone service. Feel Safe Wireless has explained the one-per household requirement. I understand that violation of the one-per household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the Lifeline Program, and could result in criminal prosecution by the United States Government.
5. I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Assurance, Safelink or Reachout Wireless.
6. I understand my Feel Safe Wireless Lifeline service is non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
7. I understand that if my service goes unused for sixty (60) days, my service will be suspended and subject to a thirty (30) day period during which I may use the service or contact Feel Safe Wireless to confirm that I want to continue receiving their service.
8. I will notify Feel Safe Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if:
 - a. I cease to participate in the above federal or state program, or my annual household income exceeds 135% of the Federal Poverty Guidelines.
 - b. I am receiving more than one Lifeline supported service
 - c. I no longer satisfy the criteria for receiving Lifeline support
- 9.) I will notify Feel Safe Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Feel Safe Wireless every ninety (90) days. If I fail to respond to Feel Safe Wireless' address verification attempts within thirty (30) days, my Feel Safe Wireless Lifeline service may be terminated.
10. Feel Safe Wireless has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Feel Safe Wireless Lifeline service.
11. I acknowledge, and consent to, that certain information, including my name, DOB, last four digits of SSN or Tribal government identification number, address, telephone number and e-mail will be provided to the Lifeline Administrator for purposes of determining duplicate services.

FOR OFFICE USE ONLY:

Company Representative: _____

Documentation Verified: _____

Representative Signature: _____

Date: _____

Is this a multi-family dwelling? _____

Applicants Signature _____

Date _____

Certification is good for up to one (1) year from the date of signing. This certification must be updated annually to avoid program termination.

Exhibit B

CALL CENTER SCRIPTS

1. Thank you for calling Airvoice Wireless, how may we assist you today?
2. I will be able to assist you in the enrollment process. I will need to ask you some questions to get started. Is that ok?
3. Is there anyone currently residing in the home that is receiving Lifeline benefits for wireless or home phone service from any other companies such as Assurance, Safelink or Reachout Wireless? Is this individual part of your household [explain definition of “household”¹⁹]?

If no, proceed to #4.

If yes, Lifeline service is only available to one person per residence. If you would like to receive Lifeline service from Airvoice Wireless, please contact your current Lifeline provider and cancel the service. Once you cancel that service, please contact us to set up your Airvoice Wireless service. Or you must separately certify, in writing (use USAC form), that those individuals do not contribute income to your household OR share your household expenses.

4. Now sir/ma'am in order to receive the Airvoice Wireless Lifeline service, you must be enrolled in select government assistance programs. Are you currently participating in any government assistance programs? If, so, which one? Or is your income 135% below the Federal Poverty Guide Lines? If yes, proceed to #5.
5. Participating in the **[insert program here]** program enables you to receive the Airvoice Wireless Lifeline service. The Airvoice Wireless Lifeline service will provide you with a free wireless phone and 250 monthly voice minutes.
6. *(Enrollment Representative takes customer's information and checks against database, prior to entering the enrollment process)*
 - May I please have your first name?
 - Middle Initial (optional)
 - May I please have your last name?
 - May I please have your mailing address? (must be residential, not PO Box)

¹⁹ A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. *Order* at ¶74.

- Is your billing address the same? If not, please provide your billing address.
- May I please have your contact phone number, if available?
- May I please have your email address?
- What are the last 4 digits of your social security number or your Tribal government identification card number? This is required to check the status on your application and for security verification purposes.
- What is your date of birth? This is also required for verification purposes.
- What is the government assistance program from which you receive assistance? Proceed to #7.

7. Now that we have verified all of your information, we can complete your enrollment. In order to do so:

(At this point the Enrollment Representative will ask self-certification questions in 3 parts to ensure the customer understands)

8. DO YOU CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF HIS OR HER KNOWLEDGE AND THAT NO OTHER MEMBER IN YOUR HOUSEHOLD CURRENTLY RECEIVES LIFELINE ASSISTANCE?

- Customer must answer YES to continue.

9. DO YOU UNDERSTAND THAT YOU MAY BE REQUIRED TO VERIFY YOUR CONTINUED ELIGIBILITY FOR AIRVOICE WIRELESS SERVICE AT ANY TIME? FAILURE TO VERIFY ELIGIBILITY WILL RESULT IN TERMINATION OF AIRVOICE WIRELESS SERVICE. IN THE FUTURE, IF YOU ARE NO LONGER ELIGIBLE TO RECEIVE BENEFITS FROM AT LEAST ONE OF THE QUALIFYING STATE OR FEDERAL ASSISTANCE PROGRAMS OR YOUR INCOME EXCEEDS MORE THAN 135% OF THE FEDERAL POVERTY GUIDELINES, AS PREVIOUSLY EXPLAINED TO YOU, YOU WILL NOTIFY AIRVOICE WIRELESS WITHIN THIRTY (30) DAYS.

- Customer must answer YES to continue

10. DO YOU UNDERSTAND THAT IF APPROVED FOR LIFELINE SERVICE, YOUR PERSONAL INFORMATION, INCLUDING NAME, DATE OF BIRTH, LAST FOUR DIGITS OF YOUR SOCIAL SECURITY NUMBER OR TRIBAL IDENTIFICATION CARD NUMBER, ADDRESS, WILL BE PROVIDED TO THE LIFELINE PROGRAM ADMINISTRATOR FOR PURPOSES OF DETERMINING DUPLICATE SERVICES.

- Customer must answer YES to continue

11. DO YOU ACKNOWLEDGE THAT PROVIDING FALSE OR FRAUDULENT DOCUMENTATION IN ORDER TO RECEIVE ASSISTANCE IS PUNISHABLE BY LAW AND THE PENALTIES OF PERJURY INCLUDE MONETARY FINES AND POTENTIAL IMPRISONMENT

- Customer must say YES to continue

If at any point, the customer says “No” to the self-certification questions, the Enrollment representative will explain that the customer does not qualify for the Airvoice Wireless Lifeline program.

Exhibit C

MARKETING MATERIALS

Additional Airtime

FEEL SAFE
REFILL PIN
\$10

Minutes or SMS	100
Voice Calls	\$0.10 per Minute
Text Messaging	\$0.10 per Message
Multimedia Messaging (MMS)*	\$0.10 per Message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per Outgoing Message
International MMS*	\$0.20 per Outgoing Message
International Calling	Rates vary per Country

FEEL SAFE
REFILL PIN
\$20

(\$5 BONUS ADDED)
\$25 worth of funds

Minutes or SMS	250
Voice Calls	\$0.10 per Minute
Text Messaging	\$0.10 per Message
Multimedia Messaging (MMS)*	\$0.10 per Message
Data/Web*	\$0.33 per MB
International SMS	\$0.20 per Outgoing Message
International MMS*	\$0.20 per Outgoing Message
International Calling	Rates vary per Country

* Compatible Phone required to use MMS and Data Features

Qualifying for FEEL SAFE WIRELESS is Easy!
Just make sure you meet the following eligibility requirements and you will be able to receive your FREE FEEL SAFE WIRELESS phone with 250 FREE MONTHLY voice minutes:

1. Limit one Lifeline phone per household (either wireline or wireless service).
2. FEEL SAFE WIRELESS Lifeline benefits are available to consumers who use any of the following government assistance programs or have an income that is at or below 135% of the Federal Poverty Guidelines (FPG).

Food Stamps
Medicaid
Federal Public Housing Assistance- Section 8
National School Free Lunch Program
Bureau of Indian Affairs Programs
Supplemental Social Security- SSI
Temporary Assistance to Needy Families- TANF
Low Income Home Energy Assistance Program- LIHEAP

Proof of Participation or Household Income is required to get service. In order to maintain your Lifeline Service, you must verify your enrollment information annually.

3. Lifeline is a government benefit program, and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline Service is Non-Transferable.

Note: Programs vary by state.
Please visit FeelSafeWireless.com for complete details.

In order to maintain your Lifeline Service, you must verify your enrollment information annually.

AVAILABLE FEATURES

- 911/E911 Access
- Voicemail Account
- Caller ID
- Call Waiting
- 3 Way Calling
- Text Messaging
- Call Forwarding
- Free Calls to Customer Service



FREE
PHONE
with 250
FREE
minutes every
month

LIMIT ONE LIFELINE
PHONE PER HOUSEHOLD
Either Wireline or Wireless Service

On The Most Reliable GSM Network
1-877-247-7799
FeelSafeWireless.com

How to Use Your Features

Customer Service

Dial 611 SEND from your mobile phone or 1-877-247-7799 from any other phone to get connected to Customer Service

411 Dialing

Dial 1800FREE411 at anytime to get directory assistance services for regular airtime charges! Simply dial the toll-free number, say where you are and what you are looking for, and get connected. It's that simple!

To Set Up your Voicemail

1. From wireless phone, dial your cellular number or press and hold the "1" key.
2. The system will ask you to enter your personal pass code (think of any easy number to remember for a pass code and enter it when prompted).
3. The system will prompt you to record your own personal greeting or select a standard greeting.

To Listen to your Messages

1. Dial your wireless phone number from your wireless phone or any other touch-tone phone or press and hold the "1" key.
2. Press * to interrupt the greeting.
3. Enter your pass code
4. The system will automatically play the new voice messages

Call Waiting

Call waiting allows you to answer a second call while another call is in progress. To use Call Waiting:

1. Press SEND to answer the second call
2. To alternate between calls, continue to press SEND

Caller ID

Caller ID shows you the phone number of most incoming calls. If you don't want to answer your wireless phone and you have voicemail, you can let the incoming call roll to your Voicemail Box. Caller ID works whenever your phone is powered on. It even works when Call Waiting alerts you of an incoming call.

Three-Way Calling

This service lets another person join a call to make a three-way conversation. To setup Three-Way Calling:

1. Dial the 10 digit phone number of the third party, while the original party is on the phone.
 2. Press SEND, which dials the third party and puts your original call on hold.
 3. To establish the three-way call, press SEND again after the third party answers.
 4. If the third party is busy or does not answer, press SEND once to disconnect the third party.
 5. To disconnect from the third party in a three-way call, press SEND once.
 6. To disconnect from the original party in the three-way call, the original party must hang up.
- Airtime charges will apply for all calls when using this feature.

Call Forwarding

With Call Forwarding, all your incoming calls will be forwarded to the phone number you specify.

To Activate Call Forwarding:

1. Scroll through the menu and select Settings
2. Scroll down and select Call Settings or Call Manager
3. Scroll Down and select Forward Calls
4. Select Voice Calls
5. Select Always Forward
6. Select Activate
7. Enter the 10 digit number to forward all calls to and select OK
8. Call Forwarding will remain active until you deactivate the feature

To Deactivate Call Forwarding:

1. Scroll through the menu and select Settings
2. Scroll down and select Call Settings or Call Manager
3. Scroll Down and select Forward Calls
4. Select Voice Calls
5. Select Always Forward
6. Select Cancel
7. Select OK

Text Messaging (SMS)

Text Messaging (SMS) allows you to send or receive short alphanumeric messages (up to 150 characters in length) using your wireless phone. Text messaging service also includes e-mail and web-based messaging. Your unique e-mail address is your 10 digit wireless number@txt.att.net For Example: If your number is (555)123-4567, your e-mail address is 5551234567@txt.att.net

Multimedia Messaging (MMS)*

Multimedia Messaging allows you to send or receive messages that include media such as pictures, videos or sounds using your wireless phone. Use of this feature requires an MMS compatible phone as well as the appropriate MMS feature on your Feel Safe Wireless account. You can exchange Multimedia messages with any compatible phone by addressing the message to your recipient's 10-digit mobile number. You can also send Multimedia Messages to email addresses. Multimedia messages sent to non-MMS capable phones will be delivered as a text message instructing the recipient on how to view the message online.

Mobile Web (Data)*

The Mobile Web or Data provides you with Internet Access on your mobile device. Use of this feature requires a Data compatible phone as well as the appropriate Data Feature on your Feel Safe Wireless account. Please note, although you may attempt to view any webpage using your mobile phone, not all websites are formatted for mobile devices. You may experience delays as well as the inability to access certain websites when using the internet on your mobile phone.

*A \$10 or \$20 Feel Safe Wireless Refill card and a Compatible handset are required to use these features.

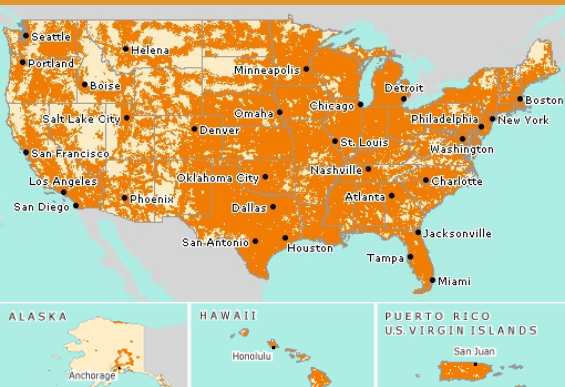
Feel Safe Wireless Terms of Service

1) Service Availability: Service is available only if you are within the Feel Safe Wireless GSM coverage area. Service may be interrupted due to system capacity limitations and system repairs or modifications. Service is subject to limitation or interruption caused by weather, terrain, obstructions such as trees or buildings and other conditions. Feel Safe Wireless is not responsible for time lost or days lost for interruption of service caused by above mentioned. There will be no credits or refunds issued for any reason. 2) Use of Device: Only Certified & Approved Unlocked 850/1900 MHz GSM phones are compatible with Feel Safe Wireless service. 3) Right to Terminate Service: We reserve the right to cancel, interrupt or restrict service to your number, without notice if we suspect fraudulent, illegal or abusive activity, abnormally high amounts of usage, failure to maintain an appropriate account balance for applicable charges, for harassing our employees and/or harassing other Airvoice customers. Some examples of fraudulent activity include Traffic Pumping and Spam Messaging. We reserve the right to cancel accounts for fraudulent activity based on voice calls, SMS, MMS and data usage. 4) Release of information: Feel Safe Wireless may release information about your account when we believe release is appropriate to comply with the law (i.e. subpoena, court order, E911 information, etc.). There will be no call histories released to customers for any reason. 5) PUK Codes: Please contact our US based customer service at 1-877-247-7799 if your phone asks for a PUK code. Do not attempt guessing any codes because it will disable your SIM card 6) Phone Codes: If your phone is asking for ANY codes you are not aware of, do not attempt guessing any codes because it may disable your SIM card. You will need a new Non-Active Feel Safe Wireless SIM card if you disable your SIM card. 7) Account Information: Any person that is able to verify your mobile number, SIM card number and/or account information is authorized by you to make changes to your account. 8) Ability to change services: You will have the ability to change from one Feel Safe Wireless rate plan to another upon request if proper verification is provided. Please contact our US based customer service at 1-877-247-7799. 9) Cancellation Policy: Cancellation requests should be put in writing, faxed to (248) 239-0182. You will lose any remaining airtime on your account. Feel Safe Wireless will not provide a refund or credit for any remaining airtime lost. 10) Porting Policy: You are able to port your number out of Feel Safe Wireless to other carriers. Feel Safe Wireless does not guarantee that number transfers to or from our company will be successful. If you request to port your number out to another company, that is considered a request by you to us to terminate all of the services associated with that number. Your remaining airtime will be forfeited and you will not receive a credit for the remaining balance. Feel Safe Wireless will not release your wireless number to another carrier without proper verification. If you are attempting to change service providers, you will need to verify your four-digit pin as well as your Feel Safe Wireless SIM card number, which is your account number, in order to transfer your account. Your account must be in an active status in order to port out. 11) Charges: You will be billed regular airtime charges for calls made to 800, 866, 877, 888 and all other toll free calls. Domestic long distance calls will be billed at regular airtime charges. Calls to international numbers will be billed at a higher rate (call customer service for rates). For all calls, the length of the call will be measured during the time that you are connected to our system, which is approximately from the time you press "SEND" or other key to begin a call until approximately the time you press "END" key to terminate the call. Airtime usage on each call is deducted in full minute increments, with partial minutes of use rounded up to the next full minute. Unanswered calls lasting 30 seconds or more will be charged standard airtime and rounded up to the nearest minute. Features such as call waiting, 3-way calling, call forwarding and voicemail will incur applicable airtime charges. 12) Account Balance: All calls will be automatically deducted from your account balance. Balances are not transferable or refundable. Airtime cannot be moved from one phone number to another phone number. You should take reasonable efforts to safeguard your phone and Refill airtime cards. Refill Airtime expires "X" amount of days after a refill card is added to your account whether you use the airtime or not. 13) Use of Service/Rates: International rates vary and are subject to change without notice. It is always best to contact customer service for up to date rates and available countries. You cannot use our service to place calls to numbers that begin with 500, 700, 855, 900 or 976. You cannot use the service to place operator assisted calls such as third party billed, and collect calls. If you are unable to successfully place a call out, attempt dialing with 1 + the area code + the 7-digit number. It is highly recommended that you power cycle your phone at least once per day to help re-register our phone within the Network. 14) Disputes: All disputes must be submitted within 30 days. Feel Safe Wireless is not responsible for disputes that occurred more than 30 days from the date of the dispute. 15) Multimedia Messaging: Multimedia Messaging service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill card is added. This service will only work if used with a compatible handset and proper Feel Safe Wireless MMS configuration settings. Customers without MMS capable handsets will not receive credit for inability to send/receive multimedia messages. You should verify that your phone is MMS compatible before using this feature. Any Multimedia Message you attempt to send or receive will deduct 20 cents from your account balance, whether it is successfully delivered or not. You may attempt to download ringtones and games via Multimedia messaging. Feel Safe Wireless is not responsible if you are unable to download, or save ringtones, games, or other multimedia content to your wireless device. You will still be charged a multimedia message if you receive an MMS, but are not able to save the content to your phone. Feel Safe Wireless will not issue any credits for this reason. You will have the ability to

National Coverage Map

Our coverage area may expand.

Please contact customer service at 1-877-247-7799 or visit www.FeelSafeWireless.com for the most up to date coverage area information.



Prepaid Coverage Legend

- National Prepaid Coverage
- No Service Available

Important Information About the Coverage Map

This map shows approximately where our wireless coverage is available. Cellular service may be affected by such things as terrain, weather, foliage, building structures and your equipment. The map does not guarantee service availability.

send and receive MMS messages as a combination of text, photos, animations, video or sound on compatible handsets. Not all MMS handsets support all features of the service. MMS customers cannot send and receive messages in MMS format with other mobile customers who do not have an MMS compatible handset and/or are not activated. If a Feel Safe Wireless MMS message is sent to a mobile handset that cannot receive the message in MMS format, the recipient will need to have an SMS compatible handset and Service to receive this message. The recipient can access the message via the website for up to 7 days before deletion. Please note, you will still be charged an MMS message even if the recipient does not have MMS. There may be a delay between when a message is sent and when it is received. Feel Safe Wireless accepts no liability for any loss or damage as a result or a delay in receiving a message, a message not being secure or non delivery of a sent message. Recipients of your sent message must be within the coverage of their participating supplier's mobile network to receive a Multimedia message. If a recipient's phone is turned off, or out of their coverage area, the multimedia message is still considered sent, and you will still be charged 20 cents for the message. 16) Mobile Web/Data: Mobile Web or Data service is an optional feature available to Feel Safe Wireless customers if a Feel Safe Wireless Refill Card is added. This service will only work on compatible handsets that offer a web browser and handsets that are properly configured with Feel Safe Wireless data settings. It is your responsibility to ensure that your device is data capable. Data is measured and billed per KB, at \$0.000325/KB. There are 1024 KB in one MB of data. Using one full MB of data will result in a \$0.33 data charge. A data session consists from the time you access the internet via the mobile device until you terminate the session. Multiple sessions can be initiated within a 24 hour period; each will be charged per KB you use, and billed as separate events. You are responsible for ending each data session. If you fail to end a session, the internet will still be considered connected on your device, and your account still will be charged \$0.000325/KB. Failure to log off of the internet will result in depletion of your airtime. Feel Safe Wireless will NOT issue credits for this reason. You may attempt to download ringtones and games via the Mobile Web. Feel Safe Wireless is not responsible if you are unable to download, or save ringtones, games or other multimedia content to your wireless devices. You will still be charged for data used when attempting to load certain websites, especially those that are not formatted for wireless devices, or contain high graphic content. Feel Safe Wireless is not responsible for slow loading time when using data services, and will not issue credits for this reason

* All Information is subject to change at any time with or without notification. Because of frequent network upgrades, sometimes rates and other information may change. It is best to call our U.S. based customer service at 1-877-247-7799 or visit our website www.FeelSafeWireless.com for up to date information.

FEELSAFE WIRELESS

Brought to you by 
AIRVOICE
wireless



FREE PHONE!

LIMIT ONE LIFELINE PHONE PER HOUSEHOLD
(Either Wireline or Wireless Service)

250 FREE

minutes every month

AVAILABLE FEATURES

- 911/E911 Access
- Voicemail Account
- Caller ID
- Call Waiting
- 3 Way Calling
- Text Messaging
- Call Forwarding
- Free Calls to Customer Service

On The Most Reliable GSM Network

1-877-247-7799

FeelSafeWireless.com

QUALIFYING for FEEL SAFE

WIRELESS is Easy! Just make sure you meet the following eligibility requirements:

1. Limit one Lifeline phone per household (either wireline or wireless service).
2. FEEL SAFE WIRELESS Lifeline benefits are available to consumers who use any of the following government assistance programs or have an income that is at or below 135% of the Federal Poverty Guidelines (FPG).

Food Stamps

Medicaid

Federal Public Housing Assistance- Section 8

National School Free Lunch Program

Bureau of Indian Affairs Programs

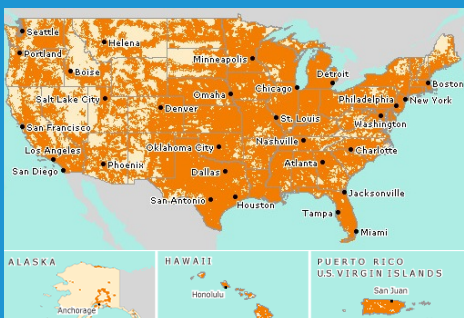
Supplemental Social Security- SSI

Temporary Assistance to Needy Families- TANF

Low Income Home Energy Assistance Program- LIHEAP

Proof of Participation or Household Income is required to get service. In order to maintain your Lifeline Service, you must verify your enrollment information annually.

3. Lifeline is a government benefit program, and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Lifeline Service is Non-Transferable.



Prepaid Coverage Legend

- National Prepaid Coverage
- No Service Available

Important Information About the Coverage Map

This map shows approximately where our wireless coverage is available. Cellular service may be affected by such things as terrain, weather, foliage, building structures and your equipment. The map does not guarantee service availability.

Exhibit D

LIFELINE SERVICE PLAN

Airvoice offers the following rate plan, which is free to eligible Lifeline subscribers.

250 Free Minutes and a Free Phone: This plan includes a phone plus 250 free voice minutes. Unused minutes expire at the end of the last day of their cycle. The account is then automatically replenished with the next month's 250 free voice minutes. If a subscriber runs out of minutes, they have the option to purchase additional voice minutes billed at \$.10 per minute. This plan includes nationwide coverage, voice mail, call waiting, three way calling, call forwarding and Caller ID. Calls to 911 and Airvoice customer care are free. Lifeline customers also have the option, for an additional fee, to purchase the text and data plans that are available to all Airvoice customers.

EXHIBIT N Key Management Resumes

JIM BAHRI

♦ 2425 Franklin Rd ♦ Bloomfield Hills, MI 48302 ♦

PROFESSIONAL EXPERIENCE

AIRVOICE WIRELESS HEADQUARTERS, CORPORATE OFFICE **BLOOMFIELD HILLS, MI**

FOUNDING MEMBER; CO-OWNER; CEO

APR 1999- PRESENT

- Worked in the Retail sector for over 40 years
- Co-founded company in 1999 after working in wireless industry for nearly a decade
- Developed strong knowledge and business sense on how to remain competitive within the evolving wireless industry
- Developed each rate plan ever enacted by the company by working directly with Main Carrier AT&T to create, negotiate, and maintain competitive plans
- Maintain strong professional relationships with AT&T Account executives
- Created strong network of over 10,000 agents and distributors nationwide
- Seeks input from agents on how to remain competitive in the wireless market
- Performs market research to decide which wireless devices to distribute to our agents
- Constantly researching industry regulations and standards to ensure Airvoice Wireless's complies with rules and regulations
- Attends industry trade shows and conventions to stay up-to-date on wireless trends
- Creates initiatives to provide better performance in all aspects of company performance
- Oversees marketing and advertising campaigns to maintain company presence and brand recognition
- Creates partnerships with companies to help market and distribute our products
- Meets daily with President, Vice President and Director of Operations to assess the direction and position of current company projects such as rate plan changes, web-site development, and advertising campaigns

KENNY HANNAWA

♦ 2425 Franklin Rd ♦ Bloomfield Hills, MI 48302 ♦

PROFESSIONAL EXPERIENCE

AIRVOICE WIRELESS HEADQUARTERS, CORPORATE OFFICE **BLOOMFIELD HILLS, MI**

FOUNDING MEMBER; CO-OWNER; PRESIDENT

APR 1999- PRESENT

- Worked in the Retail sector for over 40 years
- Co-founded company in 1999 after working in wireless industry for nearly a decade
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- Oversees marketing and advertising campaigns to maintain company presence and brand recognition
- Creates partnerships with companies to help market and distribute our products
- Meets daily with CEO, Vice President and Director of Operations to assess the direction and position of current company projects such as rate plan changes, web-site development, and advertising campaigns

WALLY DICKOW

♦ 2425 Franklin Rd ♦ Bloomfield Hills, MI 48302 ♦

PROFESSIONAL EXPERIENCE

AIRVOICE WIRELESS HEADQUARTERS, CORPORATE OFFICE

BLOOMFIELD HILLS, MI

FOUNDING MEMBER; CO-OWNER; VICE PRESIDENT

APR 1999- PRESENT

- Co-founded company in 1999 after working in wireless industry for nearly a decade
- Developed strong knowledge and business sense on how to remain competitive within the evolving wireless industry
- Developed each rate plan ever enacted by the company by working directly with Main Carrier AT&T to create, negotiate, and maintain competitive plans
- Maintain strong professional relationships with AT&T Account executives
- Communicates daily with AT&T account executives, IT services, and agents/distributors to stay up-to-date on all company relations as well as any network outages that may affect our customers
- Created strong network of over 10,000 agents and distributors nationwide
- Seeks input from agents on how to shape our plans to fit our customers' needs.
- Performs market research to decide which wireless devices to distribute to our agents and sell to our customers.
- Constantly researching industry regulations and standards to ensure Airvoice Wireless's compliance
- Attends industry trade shows and conventions to stay up-to-date on wireless trends
- Creates initiatives to provide better performance in all aspects of company performance
- Communicates with IT director to create new and update existing software to fit company and customer needs
- Tests all operations on developing rate plans before going live to ensure that the services work on all levels
- Maintains all day-to-day operations of the company
- Oversees marketing and advertising campaigns to maintain company presence and brand recognition
- Creates partnerships with companies to help market and distribute our products
- Meets daily with CEO, President and Director of Operations to assess the direction and position of current company projects such as rate plan changes, web-site development, and advertising campaigns

MELISSA KALLABAT

♦ 2425 Franklin Rd ♦ Bloomfield Hills, MI 48302 ♦

EDUCATION

UNIVERSITY OF MICHIGAN- DEARBORN, MI

May 2002: Bachelor of Arts; Psychology

PROFESSIONAL EXPERIENCE

AIRVOICE WIRELESS HEADQUARTERS, CORPORATE OFFICE

BLOOMFIELD HILLS, MI

AUG 2003- PRESENT

DIRECTOR OF OPERATIONS

MAY 2011- PRESENT

- Assists with executive-level decisions for company
 - Provides ideas and input to CEO, President, and Vice President on how to improve company performance
 - Attends meeting with main carrier AT&T to negotiate better offers
 - Works on all aspects advertising—creating plans, working with marketing and design companies for print and live advertisements
 - Works with web designer to ensure website is efficient, accurate, up-to-date, and easy to navigate
-

GSM OPERATIONS MANAGER

JAN 2005- PRESENT

- Work Directly with CEO, President, and Vice President to Maintain Daily Operations by Acting as a Liaison between Customer Service Staff and Company Executives
 - Handle Day to Day Operations of Customer Service Call Center that consists of over forty employees
 - Created and continue to enforce Company Rules & Policies to keep morale high in the workplace
 - Excellent at resolving service related phone issues for customer's accounts.
 - Maintain call center to ensure call wait under 2 minutes and one-call resolution for our customers
 - Constantly forging and maintaining professional relationships with customers and coworkers
 - Schedule, Organize and Conduct Monthly Meetings to enhanced team productivity.
 - Monitor and respond to all incoming emails that are generated on our website (comments/questions)
 - Interview, Hire, Train and Monitor All New Call Center Employees.
 - Maintain Correspondence between Company and its Customers and Agents
 - Draft Language Used on Company Website and on All Company Literature, Including Terms of Service
 - Communicate Directly with Company Associates Nationwide to Assist Such Agents with Their Needs
-

CUSTOMER SERVICE REPRESENTATIVE

AUG 2003- JAN 2005

- Explained service plans that we offered and was effective able to resolve customer issues
- Assisted Management with Training New Employees
- Consistently Chosen by Management to Assist with Special Projects

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/17/2013 2:42:36 PM

in

Case No(s). 13-0952-TP-UNC

Summary: Application of AIR VOICE WIRELESS, LLC for Designation as a Low-Income
Competitive Eligible Telecommunications Carrier
electronically filed by Heather Kirby on behalf of The Bison Jacobson Firm LLC, LPA