

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

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

AIRVOICE WIRELESS, LLC’S COMPLIANCE PLAN

Airvoice Wireless, LLC (“Airvoice” or “Company”), by its attorney, hereby files its plan outlining the measures it will take to implement the conditions imposed by the Federal Communications Commission (“Commission”) in its Order released February 6, 2012, granting the Airvoice petition for forbearance.¹ 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 *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*”) at ¶ 522-523.

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.²

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 does not operate under any other names, nor does it have any holding company, operating company or

² *Id.*

affiliates.³ Airvoice has been providing prepaid wireless services since 1999 and is one of the largest prepaid wireless providers in the United States. 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. Its key management has been with the company since 1999 and has significant technical and managerial experience providing prepaid wireless services to consumers.⁴ The company operates as an MVNO and, thus, also relies on the technical expertise of its underlying carrier. The company today provides services to customers in more than 20 states, with its largest markets in California, Indiana, Michigan, Pennsylvania and Texas.⁵

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 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.

³ *Order* at para. 390.

⁴ *Order* at para. 387-388.

⁵ *Order* at para. 379.

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. Consumers will be provided with printed information describing Airvoice's Lifeline program, including eligibility requirements, and with instructions for enrolling. Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to Airvoice's website, which will contain a link to information regarding the Company's Lifeline service plans, including a detailed

description of the program and state-specific eligibility criteria. Airvoice's application form for its wireless service will identify that it is a "Lifeline" application. 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 interact with actual or prospective consumers with respect to obtaining, changing or terminating its Lifeline services.

Customers who do not complete the application process in person must return the signed application and support 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 and relevant documentation will be performed under Airvoice's supervision by managers experienced in the administration of the Lifeline program.

Airvoice will ensure that all required documentation is taken care of properly by using state-specific compliance checklists. For states with program-based eligibility criteria, the form will list each of the qualifying programs, and the applicant will be required to identify the program(s) in which they participate. For states with income-based eligibility criteria, the applicant will be required to certify under penalty of perjury that their household income does not exceed the relevant threshold (e.g., 135% of the Federal Poverty Guidelines for federal default states) and will be required to provide proof of income-based eligibility. 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. 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.

In addition, the Lifeline application form will include a certification section where the applicant must attest and sign under penalty of perjury that the applicant's representations are true and correct. Applicants will also be required to certify under penalty of perjury that they are head of their household and receive Lifeline-supported service only from Airvoice. Penalties for perjury will be clearly-stated on the certification form, as required by the Order. Airvoice will use substantially the following form of its certification, printed in at least 10 point font.

BY SIGNING BELOW, I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT AND THAT I AM HEAD OF MY HOUSEHOLD. I ALSO 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.

Initial
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I UNDERSTAND THAT COMPLETION OF THIS APPLICATION DOES NOT CONSTITUTE IMMEDIATE APPROVAL FOR WIRELESS SERVICE. I AUTHORIZE AIRVOICE OR ITS DULY APPOINTED REPRESENTATIVE TO ACCESS ANY RECORDS (INCLUDING FINANCIAL RECORDS) REQUIRED TO VERIFY MY STATEMENTS HEREIN AND TO CONFIRM MY ELIGIBILITY FOR WIRELESS SERVICE. I AUTHORIZE SOCIAL SERVICE AGENCY REPRESENTATIVES TO DISCUSS WITH AND/OR PROVIDE INFORMATION TO AIRVOICE WIRELESS VERIFYING MY PARTICIPATION IN PUBLIC ASSISTANCE PROGRAMS

Initial
Here

THAT QUALIFY ME FOR AIRVOICE WIRELESS SERVICE. I ALSO AUTHORIZE AIRVOICE WIRELESS TO RELEASE ANY RECORDS (INCLUDING FINANCIAL RECORDS) REQUIRED FOR THE ADMINISTRATION OF WIRELESS SERVICE.

I UNDERSTAND THAT I MAY BE REQUIRED TO VERIFY MY 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 I AM NO LONGER ELIGIBLE TO RECEIVE BENEFITS FROM AT LEAST ONE OF THE QUALIFYING PUBLIC ASSISTANCE PROGRAMS LISTED ABOVE, I WILL NOTIFY AIRVOICE WIRELESS WITHIN FIVE (5) DAYS.

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I UNDERSTAND THAT LIFELINE ASSISTANCE IS ONLY AVAILABLE FOR ONE LANDLINE OR WIRELESS PHONE LINE PER HOUSEHOLD (*list of examples of leading wireline and wireless Lifeline providers' brand names in the area*). IF I CURRENTLY HAVE A LIFELINE PLAN WITH A DIFFERENT PHONE SERVICE PROVIDER, I WILL NOTIFY AND CANCEL MY CURRENT LIFELINE/LINK UP SERVICE WHEN I AM APPROVED FOR AIRVOICE WIRELESS SERVICE.

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.

Finally, the application forms will require each applicant to provide their name and primary residential address, primary telephone number (if any), and email address (if any), as well as any changes to such information within 30 days after moving. Airvoice will incorporate this information into its customer information database. Prior to initiating service for a customer, the Company will check the address of each Lifeline applicant against its database (or a national database, when available) to determine whether or not it is associated with a customer that already receives Airvoice Lifeline service, and will then review the application to ascertain whether the applicant is attempting to receive Lifeline-supported service for more than one handset associated with the address. Airvoice will deny the Lifeline application of any such

individual and advise the applicant of the basis for the denial. To guarantee accuracy in storing primary addresses associated with customers receiving Lifeline service, Airvoice will record in its information database (or a national database, when available) the original address as provided by the subscriber, and the sanitized address as recognized by the United States Postal Service. In addition, prior to requesting a subsidy, Airvoice will process and validate Airvoice's subsidy data 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). 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.

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 are the head of their household and only receive Lifeline service from Airvoice, and to the best of his or her knowledge, no one else at the subscriber's household is receiving a Lifeline supported service. 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 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 verification. Customers will have 60 days to complete the form, certify under penalty of perjury that they are the head of household and receive Lifeline service only from Airvoice, and return the form to Airvoice by mail. Anyone who does not respond to the mailing and certify their continued eligibility will be removed from the Lifeline program. Certification may also be obtained through an IVR system or a text message. In state where a state agency or third party has implemented a database that carrier 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 Airvoice 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.

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

A. Non-usage Policy

Airvoice will implement a non-usage policy whereby we 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 remain on 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. 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.

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: By law, the Lifeline program is only available for one phone per household.

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.⁶

V. **Lifeline Rate Plans**

Airvoice offers the following rate plan, which is free to eligible Lifeline subscribers.⁷

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 \$.04 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.

⁶ See, for example, *Order* at ¶¶125-28.

⁷ *Order* at para. 390.

VI. Geographic Service Area

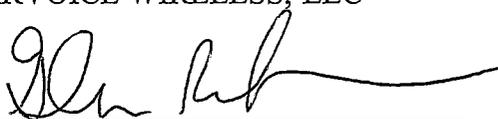
Airvoice expects to apply for ETC status in the following states and to provide service to Lifeline eligible residents: Illinois, Indiana, Michigan, Minnesota, Pennsylvania, Texas and Wisconsin.

CONCLUSION

Airvoice submits that this 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



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Its Counsel

March 2, 2012

Exhibit A

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 \$.04 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 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. 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?
4. CSR: 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.
5. *(Enrollment Representative takes customer's information and checks against database, prior to entering the enrollment process)*
 - a. May I please have your first name?
 - b. Middle Initial (optional)
 - c. May I please have your last name?
 - d. May I please have your mailing address? (must be residential, not PO Box)
 - e. May I please have your contact phone number, if available?
 - f. May I please have your email address?
 - g. What are the last 4 digits of your social security number? This is required to check the status on your application and for security verification purposes.
 - h. What is your date of birth? This is also required for verification purposes.
 - i. What is the government assistance program from which you receive assistance?
 - j. Are you the head of the household?
 - i. If no: **In order to receive the Lifeline service you must be the head of household in your residence.**
6. Is there anyone currently residing in the home that is receiving Lifeline benefits for wireless or home phone service?
 - a. 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.**
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's understanding)

8. DO YOU CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION CONTAINED WITHIN THIS APPLICATION IS TRUE AND CORRECT AND THAT YOU ARE THE HEAD OF HOUSEHOLD AND THE ONLY PERSON IN YOUR HOUSEHOLD CURRENTLY RECEIVING LIFELINE ASSISTANCE?
 - a. 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? AND 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 PUBLIC ASSISTANCE PROGRAMS LISTED ABOVE, YOU WILL NOTIFY AIRVOICE WIRELESS WITHIN FIVE (5) DAYS.
 - a. Customer must answer YES to continue

10. 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
 - a. Customer must say YES to continue

11. 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

Qualifying for Airvoice Wireless Lifeline Service is easy.

Just make sure you meet all four (4) of the following eligibility requirements and you will be able to receive your FREE Airvoice Wireless Phone with 250 FREE Monthly Voice Minutes.

1. You must be the head of household in order to receive Airvoice Wireless Lifeline Service
2. Airvoice Wireless Lifeline benefits are available to consumers who use any one of the following government assistance programs:
 - a. Food Stamps
 - b. Medicaid
 - c. Federal Public Housing Assistance - Section 8
 - d. National School Free Lunch Program
 - e. Bureau of Indian Affairs Programs
 - f. Supplemental Social Security - SSI
 - g. Temporary Assistance to Needy Families - TANF
 - h. Low Income Home Energy Assistance Program - LIHEAP
3. No one who currently residing in your household currently receives Lifeline Assistance. If you or someone else in the household is currently receiving Lifeline Assistance you must cancel the service before applying for Airvoice Wireless Lifeline Service.
4. You must have a valid United States Postal Address. In order for us to ship you your FREE Airvoice Wireless phone, you must live at a residence that can receive mail from the US Post Office. P.O. boxes will not be accepted.

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

Lifeline Wireless 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 \$.04 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.

VERIFICATION

I hereby verify that I have read the foregoing Airvoice Wireless, LLC's 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:  Jim BAHRI
Title: CEO / MEMBER
Date: 3-02-2012