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
	)	
	)	WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization	)	
	)	
Blanket Forbearance Compliance Plan	)	
You Talk Mobile – Federal, LLC	)	
You Talk Mobile – CA, LLC	)	
You Talk Mobile – CO, LLC	)	
You Talk Mobile – KS, LLC	)	
You Talk Mobile – KY, LLC	)	
You Talk Mobile – NE, LLC	)	
You Talk Mobile – OK, LLC	)	
You Talk Mobile – OR, LLC	)	
You Talk Mobile – PA, LLC	)	
You Talk Mobile – PR, LLC	)	
You Talk Mobile – WI, LLC	)	

YOU TALK MOBILE – FEDERAL, LLC, YOU TALK MOBILE – CA, LLC, YOU TALK MOBILE – CO, LLC, YOU TALK MOBILE – KS, LLC, YOU TALK MOBILE – KY, LLC, YOU TALK MOBILE – NE, LLC, YOU TALK MOBILE – OK, LLC, YOU TALK MOBILE – OR, LLC, YOU TALK MOBILE – PA, LLC, YOU TALK MOBILE – PR, LLC, AND YOU TALK MOBILE – WI, LLC's AMENDED COMPLIANCE PLAN

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I. INTRODUCTION

You Talk Mobile – Federal, LLC, You Talk Mobile – CA, LLC, You Talk Mobile – CO, LLC, You Talk Mobile – KS, LLC, You Talk Mobile – KY, LLC, You Talk Mobile – NE, LLC, You Talk Mobile – OK, LLC, You Talk Mobile – OR, LLC, You Talk Mobile – PA, LLC, You Talk Mobile – PR, LLC, and You Talk Mobile – WI, LLC ("You Talk" or the "Companies") are prepaid wireless telecommunications carriers seeking designation as Eligible Telecommunications Carriers ("ETC") solely for the purpose of participating in the Lifeline program.[1] Although Section

[1] The Companies will provide wireless services in the following states: You Talk Mobile – Federal, LLC (Alabama, Connecticut, Washington, D.C., Delaware, Florida, New York, New

214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission ("FCC" or "Commission") has forborne from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.[2] You Talk will avail itself of the FCC's conditional grant of forbearance and, by its attorney, hereby files its Amended Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.[3] For the Commission's convenience, this Amended Compliance Plan which replaces, in its entirety, the Compliance Plan as originally filed on April 27, 2012. Given the severe economic environment that is forcing many low-income customers to forego wireless service, You Talk respectfully requests expeditious approval of this plan so that the Companies, upon designation as ETCs, may quickly deploy much-needed Lifeline services to qualified low-income customers.

II. BACKGROUND

In the *Order*, the Commission 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,

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Hampshire, North Carolina, Tennessee, Virginia) , You Talk Mobile – CA, LLC (California), You Talk Mobile – CO, LLC (Colorado), You Talk Mobile – KS, LLC (Kansas), You Talk Mobile – KY, LLC (Kentucky), You Talk Mobile – NE, LLC (Nebraska), You Talk Mobile – OK, LLC (Oklahoma), You Talk Mobile – OR, LLC (Oregon), You Talk Mobile – PA, LLC (Pennsylvania), You Talk Mobile – PR, LLC (Puerto Rico), and You Talk Mobile – WI, LLC (Wisconsin). The Companies are commonly owned and operated.

[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,* 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) *("Order").*

[3] Although the Companies qualify for and seek to avail themselves of the Commission's grant of forbearance from the facilities requirement of section 214(e)(1)(A), You Talk reserves the right to demonstrate to a state public utilities commission that it provides service using its own facilities in a state, particularly for purposes of state universal service funding under state program rules and requirements. The Company will follow requirements of the Commission's Lifeline rules and this Compliance Plan in all states in which it provides Lifeline service and receives reimbursements from the federal Low-Income fund.

subject to the following conditions:[4]

> (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, 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 that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier's various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

III. YOU TALK WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

You Talk will comply with all conditions set forth in the *Order*, the provision of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States.[5]

A. Access to 911 and E911 Services

In the *Order*, the Commission requires You Talk to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.[6] The Commission and consumers are hereby assured that all You Talk customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from You Talk handsets even if the account associated with the handset has no minutes remaining. See Exhibit A for a statement from You Talk's underlying

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[4] *See Order* at ¶¶ 368, 373 and 379.

[5] To the extent that future changes in federal regulations render the commitments herein invalid, the Company reserves the right to modify its operations in accordance with federal regulations in effect at that time.

[6] *See Order* at ¶ 373.

carrier, Sprint, confirming that Sprint routes 911 and E911 calls from the Companies end users in the same manner as Sprint routes 911 and E911 calls from its own customers.[7]

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on You Talk providing only E911-compliant handsets to its Lifeline customers.[8] You Talk will ensure that all handsets used in connection with the Companies Lifeline service offering are E911-compliant. In the event that an existing You Talk customer does not have an E911-compliant handset, the Companies will replace it with a 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

C. Consumer Eligibility and Enrollment

You Talk will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, You Talk will rely on the state identification or database.[9] In instances where You Talk is responsible for the initial determination and annual recertification of consumer eligibility, the Companies will follow the procedures set forth below.

1. One-Per-Household

You Talk understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as "any individual or group of individuals who are

[7] The Companies resell the network services of Sprint through agreements with Telecom Service Bureau, Inc. (TSB). In addition to providing access to the Sprint network, the Companies have contracted with TSB for MVNO development and management consultation.
[8] *See id*.
[9] *See Order* at ¶ 98.

living together at the same address as one economic unit."[10] Upon receiving an application for Lifeline support, You Talk will check the duplicates database, once in place, to determine whether an individual at the applicant's residential address is currently receiving Lifeline-supported service. You Talk will also search its own internal database of active customers, real-time, pre-sale, to ensure that it does not already provide Lifeline-supported service to someone at that residential address. If You Talk determines that an individual at the applicant's address is currently receiving Lifeline-supported service, You Talk will take an additional step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, You Talk will require applicants to complete and submit to the Companies USAC's one-per-household template, which will contain the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income; and (4) the penalty for a consumer's failure to make the required one-per-household certification (i.e., de-enrollment).[11] You Talk will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

On its certification forms, a draft sample of which is attached,[12] You Talk will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and a billing address for the service, if

[10] *See Order* at ¶ 74.
[11] *See Order* at ¶ 78.
[12] *See* Exhibit A. The draft form remains subject to change, but substantially reflects the content of You Talk's application.

different (which may include a P.O Box or General Delivery address).[13] You Talk will inquire on its certification forms whether or not the applicant's address is a temporary one.[14] If and when the 90-day verification rules become effective,, You Talk will notify the consumer that if they have a temporary address, the Companies will contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of You Talk's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.[15] Also on its certification forms, You Talk will explain that if the subscriber moves, they must provide their new address to You Talk within 30 days of moving.[16] If the subscriber has moved, You Talk will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.[17]

As detailed below, You Talk's certification form will clearly explain the one-per-household requirement and all consumers must certify that they receive Lifeline support for a single subscription per household.

2. Initial and Annual Certification

Consumers will be signed up in person or directed, via company literature, collateral or advertising, to a toll-free telephone number and to the Companies' website, which will provide information regarding the Companies' Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. You Talk's application form will identify that it is a "Lifeline" application. You Talk will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, that interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

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[13] *See Order* at ¶ 85.
[14] *See Order* at ¶ 89.
[15] *See id.* As of the date of filing of this Compliance Plan, this requirement has not been approved pursuant to the Paperwork Reduction Act.
[16] *See Order* at ¶ 85.
[17] *See id.*

You Talk's initial and annual certification forms will conform to the list of requirements provided in the *Order,* Appendix C and with C.F.R. § 54.410(d), as amended. You Talk's Lifeline certification forms, a draft sample of which is attached as Exhibit A, will require each prospective subscriber to provide the following information:

> (i) The subscriber's full name;
> (ii) The subscriber's full residential address;
> (iii) Whether the subscriber's residential address is permanent or temporary;
> (iv) The subscriber's billing address, if different from the subscriber's residential address;
> (v) The subscriber's date of birth;
> (vi) The last four digits of the subscriber's social security number, or the subscriber's Tribal identification number, if the subscriber is a member of a Tribal nation and does not have a social security number;
> (vii) If the subscriber is seeking to qualify for Lifeline under the program-based criteria, as set forth in § 54.409, the name of the qualifying assistance program from which the subscriber, his or her dependents, or his or her household receives benefits; and
> (viii) If the subscriber is seeking to qualify for Lifeline under the income-based criterion, as set forth in § 54.409, the number of individuals in his or her household.

The certification forms will also explain in clear, easily understandable language that:

> (i) Lifeline is a federal benefit;
> (ii) Lifeline service is available for only one line per household;
> (iii) 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;
> (iv) households are not permitted to receive benefits from multiple providers;
> (v) that violation of the one-per-household requirement would constitute a violation of the Commission's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and
> (vi) a Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.

You Talk will require all consumers, at sign up and annually thereafter, to certify under penalty of perjury that:

> (i) The subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline, provided in § 54.409;
> (ii) The subscriber will notify the carrier within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the subscriber no longer meets the income-based or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
> (iii) If the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal

lands, he or she lives on Tribal lands, as defined in 54.400(e);
(iv) If the subscriber moves to a new address, he or she will provide that new address to the eligible telecommunications carrier within 30 days;
(v) If the subscriber provided a temporary residential address, he or she will be required to verify his or her temporary residential address every 90 days;
(vi) The subscriber's household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
(vii) The information contained in the subscriber's certification form is true and correct to the best of his or her knowledge,
(viii) The subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and
(ix) The subscriber acknowledges that the subscriber may be required to re-certify his or her continued eligibility for Lifeline at any time, and the subscriber's failure to re-certify as to his or her continued eligibility will result in de-enrollment and the termination of the subscriber's Lifeline benefits pursuant to § 54.405(e)(4).

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Consumers who do not complete the application process in person must return the signed application and support documentation to the Companies by mail, fax, email or other electronic transmission. The Companies will accept electronic signatures, including Interactive Voice Response (IVR) recordings, that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006.[18]

Enrollment in person. The Company will primarily enroll Lifeline applicants in person at community events. You Talk will seek to hold events in locations frequented by Lifeline-eligible consumers. You Talk's events will be handled by TSB,[19] which markets events under "Wireless for Hope," and will be staffed by TSB employees ("agent(s)" or "representative(s)").[20] A typical event

[18] *See id* at ¶ 168.
[19] You Talk's management has extensive operations and training experience and You Talk will be directly involved with TSB in the management of operations. TSB and You Talk are geographically close. In addition to electronic management meetings, You Talk management will be on site at the TSB facility on a regular basis overseeing their operations.
[20] If in the future You Talk decides to enroll customers at retail locations, the process will mirror the process described for events, except the process will be executed by trained retail representatives rather than TSB employees.

will consist of either a sign-up table staffed with four agents or a vehicle staffed with two agents, depending on the size of the event. Wireless for Hope signage will be placed around the event, including on the vehicle, but You Talk will be the only carrier represented at its events and all materials given to customers (Lifeline form, welcome packet, phones, etc.) will be You Talk - specific. To limit any wait time for prospective customers, You Talk will display the one-per-household limitation on signage posted around the event.[21] When a prospective customer applies at an event, an agent will aid the customer in filling out You Talk's Lifeline certification form electronically on a laptop or tablet, first highlighting the one-per-household disclosures. The agent will ask to see a government issued ID and will validate the address via a USPS/Melissa Database and simultaneously check the information against You Talk's internal database to confirm that the applicant is not already receiving a Lifeline subsidy from You Talk.[22] If the customer indicates on the application form that their address is a multi-household residence, agents will require the applicant to complete USAC's one-per-household template as well. In cases where an eligibility database exists, agents will query the database to determine eligibility. In states where eligibility databases are not available, agents must see the applicant's proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. You Talk's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by agents in order to record a description of the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (i.e. last 4 digits of the document ID). Eligibility documents are returned to the customer after review. Finally, agents will verbally review all certifications and disclosures with the applicant before they sign the

[21] See Exhibit B for sample event signage.
[22] Before filing its 497, You Talk's subsidy data is checked against a pooled database of all other TSB companies to prevent duplicate subsidy requests across multiple carriers.

application form, making sure the applicant verbally acknowledges each required certification before moving on to the next. Upon successful completion of the certification process, eligible customers are allowed to choose a service plan and receive their free phone and welcome packet in person. In instances where eligibility databases cannot be accessed in real-time, You Talk will mail the phone and welcome packet to eligible customers once verification of eligibility is complete. The customer's account is activated upon the customer's personal initiation or actual use of the phone. The welcome packet will instruct the customer to call a toll free number in order to activate their phone, at which point they will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application. This process allows the Company to confirm the person activating the phone is the intended recipient.

Enrollment by phone. Customers will have the option to enroll via the phone, where representatives are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures. You Talk's phone enrollment will initially be handled by TSB.[23] When a prospective customer calls, a representative will first explain key information such as the one-per-household limitation and eligibility requirements in an effort to pre-screen for ineligible subscribers and thereby save time for both the consumer and the Company. A representative will then collect and input the required information into an electronic copy of the Company's application form, at which point they will validate the address via a USPS/Melissa Database, check the information against You Talk's internal database to confirm that the applicant is not already receiving a Lifeline subsidy from You Talk, and review all certifications and disclosures verbally with the applicant.[24] If the customer indicates on the application form that

[23] See supra n.19.

[24] When the Company implements IVR technology, the representative will make sure the applicant verbally acknowledges each required certification before moving onto the next, and will obtain the applicant's signature via IVR. Customers will then be able to complete USACs one-per-household template, when applicable, over the phone as well.

their address is a multi-household residence, the representative will require the applicant to complete USAC's one-per-household template as well. If an eligibility database is available, the representative will query the database to determine eligibility. Until the Company implements IVR technology, the representative will direct the applicant to the You Talk website where enrollment forms will be located. If they do not have access to the internet they will receive a copy of You Talk's Lifeline certification form in the mail along with a postage-prepaid return envelope, and that they are required to return the completed form to You Talk (along with proof of identity and verification of benefits, if no eligibility database is available) before their Lifeline service can be activated. The representative will explain how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The application will be placed in a "hold" status and You Talk's system will automatically mail a welcome letter along with the Lifeline certification form for the applicant to complete and sign (and USAC's one-per-household template, when applicable, and a request for proof of identity and verification of benefits, if no eligibility database is available), as well as a postage-prepaid envelope to return all documentation to You Talk. When You Talk receives the applicant's completed form(s) and, if applicable, copies of proof documentation and government-issued ID, a representative will review the documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (last 4 digits of document ID). You Talk will destroy copies of proof documentation and upload the completed Lifeline certification form to the customer record, prompting delivery of the phone to eligible customers by mail. The customer's account is activated upon the customer's personal initiation or actual use of the phone. The welcome packet will instruct the customer to call a toll free number in

order to activate their phone, at which point they will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application. This process allows the Company to confirm the person activating the phone is the intended recipient.

Enrollment online. Prospective customers will be able to fill out an application form online and sign electronically. You Talk will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.[25] If the customer indicates that their address is a multi-household residence, online interface will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, the online interface will advise the applicant that they are required to provide proof of identity and verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, the application will be placed in a "hold" status until You Talk receives copies of the applicant's proof documentation and government-issued ID, at which point a representative will review the documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (last 4 digits of document ID). You Talk will destroy copies of proof documentation and upload the completed Lifeline certification form to the customer record, prompting delivery of the phone to eligible customers by mail. The customer's account is activated upon the customer's personal initiation or actual use of the phone. The welcome packet will instruct

[25] *See Order* at ¶ 123.

the customer to call a toll free number in order to activate their phone, at which point they will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application. This process allows the Company to confirm the person activating the phone is the intended recipient.

Enrollment by mail. The Company may also seek to enroll customers by mail. When You Talk mails advertisements for the Company's Lifeline service, a Lifeline application form will be included (or, at a minimum, prospects will be directed to apply via phone or the Company website). From the Company's advertisements and application form, prospective customers will be given a clear explanation of the Lifeline program and its eligibility requirements, including all required disclosures. Customers will be able to complete, sign, and mail the application to You Talk along with proof of ID and proof of eligibility, if applicable. You Talk is then able to verify eligibility by accessing the necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, a representative will review the proof documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (last 4 digits of document ID). You Talk will destroy copies of proof documentation and deliver phones to eligible customers by mail. The customer's account is activated upon the customer's personal initiation or actual use of the phone.

You Talk will determine eligibility utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a),(b)), as well as any additional state-specific criteria. Prior to enrolling a new subscriber, You Talk will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases,

where available.[26] If a database is used to establish eligibility, You Talk will not require documentation of the consumer's participation in a qualifying federal program; instead, You Talk or its representative will note in its records a description of the specific data relied upon to confirm the consumer's initial eligibility for Lifeline.[27] However, in states where there is no state administrator, the state commission or other state agency is not making eligibility determinations, and there is no automated means for You Talk to check electronic databases for eligibility, You Talk will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.[28] You Talk will require acceptable documentation both for income eligibility and for program eligibility. The Company will not retain copies of the documentation but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility.[29] You Talk understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases You Talk remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.[30]

You Talk provides employees, agents, and representatives with training designed to give them an understanding of Lifeline program requirements and permit them to review customer documentation and determine whether it is sufficient to establish a customer's eligibility to participate in the Lifeline program under the Commission's rules. No Company employee, agent, or representative may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training discusses the Company's Lifeline application form (see Exhibit B) on a

[26] *See Order* at ¶ 97.
[27] *See Order* at ¶ 98.
[28] *See Order* at ¶ 99.
[29] *See Order* at ¶ 101.
[30] *See Order* at ¶ 110.

section-by-section basis. The training explains what sections of the form must be completed by the customer and reviews the form disclosures in detail, to facilitate the ability of Company personnel to explain each item contained therein and answer any customer questions.

3. Annual Re-Certification

You Talk understands that it must re-certify the eligibility of its entire Lifeline subscriber base as of June 1, 2012 by the end of 2012 and report the results to USAC by January 31, 2013, and the Companies may elect to perform this re-certification on a rolling basis throughout the year.[31] By December 31, 2012, You Talk will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by text message, by email, or otherwise through the Internet—to confirm their continued eligibility.[32] The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact the Companies. You Talk will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Companies will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. You Talk understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.[33]

Alternatively, where a database containing consumer eligibility data is available, You Talk (or state agency or third-party, where applicable) will instead query the database by the end of 2012 and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, You Talk

[31] *See Order* at ¶ 130.
[32] *See id.*
[33] *See Order* at ¶ 132.

will contact the subscriber every year during the annual certification process to obtain a valid address.[34] After 2012, You Talk will continue to annually certify the continued eligibility of its entire subscriber base, either by accessing a qualifying database, or by electing to have USAC administer the self-certification process on You Talk's behalf.[35]

You Talk will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for reimbursement. As part of You Talk's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of You Talk will certify annually to USAC:

> (1) that the Companies have procedures in place to review consumers' documentation of income-and program-based eligibility. In instances where the Companies confirm consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of You Talk will attest to what data the Companies use to confirm consumer eligibility in each state, and
>
> (2) that You Talk is in compliance with all federal Lifeline certification procedures.[36]

D. Other Reforms to Eliminate Waste, Fraud and Abuse

You Talk 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 You Talk customers from engaging in such abuse of the program, inadvertently or intentionally.

You Talk has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. You Talk contracts with a third party Lifeline service

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[34] *See Order* at ¶ 131.
[35] *See Order* at ¶ 133.
[36] *See Order* at ¶ 126-27.

bureau, currently CGM, LLC of Roswell, Georgia, to edit all subsidy request data.[37] CGM will process and validate You Talk's subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from You Talk 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 herein, You Talk ensures that it does not over-request from support funds.

As detailed in section III.C.2, You Talk first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, You Talk requires the applicant to provide their date of birth (DOB) and last four digits of their social security number (SSN). Requiring DOB and SSN ensures that neither the applicant nor the You Talk representative can forge certification forms based on false names and addresses. Once the applicant's identity is confirmed, You Talk verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, You Talk checks any available eligibility database. If one is not available, the applicant is required to provide proof of income or program participation. This prevents ineligible applicants from receiving the subsidy.

You Talk first details the one-per-household rule with the applicant, then validates the address of the applicant via a USPS/Melissa Database to ensure the address is correct. Simultaneously, the name/address combination is dipped into CGM's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from You Talk or any other CGM/TSB client. This is done through an API connection between You Talk's provisioning platform and CGM. Furthermore, You Talk will specifically confirm that the customer is not

[37] You Talk reserves the right to contract with other third parties to edit subsidy request data and to edit subsidy request data in-house when appropriate.

receiving service from any of the top three Lifeline providers in a given market prior to issuing Lifeline service by listing the top three Lifeline providers on each enrollment form.. In addition, You Talk plans to eventually use the CGM enrollment portal API, which lists the top three providers in the customer's geographic area.

1. National Lifeline Accountability Database

You Talk will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, You Talk will provide to the database subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.[38] You Talk will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.[39]

Furthermore, on its certification form, You Talk will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.[40]

Within 30 days following Commission notice that the database is capable of accepting queries, You Talk will query the database to check to see if a prospective subscriber is already receiving service from another ETC at a residential address prior to seeking reimbursement from the Fund.[41]

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[38] *See Order* at ¶ 189.
[39] *See Order* at ¶ 190.
[40] *See Order,* Appendix C.
[41] *See Order* at ¶ 203.

2. Subscriber Usage

You Talk will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, for its customers on plans with no monthly fee, You Talk will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.[42] You Talk will notify its subscribers at service initiation, via the certification form and via script that is reviewed with every customer, about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.[43] An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from You Talk to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than You Talk, its representative, or agent; or affirmatively responds to a direct contact from You Talk confirming that he or she wants to continue.[44] You Talk utilizes tracking software to notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates You Talk's subsidy data to prevent a subsidy request for customers that are inactive under You Talk's non-usage policy.[45] After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. You Talk will continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if You Talk is no longer providing Lifeline service to a consumer.[46]

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[42] *See Order* at ¶ 257.
[43] *See id.*
[44] *See Order* at ¶ 261.
[45] CGM, LLC is currently You Talk's third party contractor.
[46] *See Order* at ¶ 262. 911 transmission will actually be performed by You Talk's underlying

3. Marketing & Outreach

You Talk will implement the measures outlined herein to help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the limitations of the program, so as to prevent duplicative or otherwise ineligible service as well as other forms of waste, fraud, and abuse. You Talk will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:[47] (1) the offering is a Lifeline-supported service; (2) only eligible consumers may enroll in the program; (3) the program is limited to one benefit per household, consisting of either wireline or wireless service; and (4) Lifeline is a government benefit program. You Talk's website and printed collateral will explain the documentation necessary for enrollment, and the details of You Talk's plans. Such collateral and website information, as well as its application, will make clear that 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.[48] For broadcast advertisements and outdoor signs, and any other situation in which inclusion of documentation information and warnings against willful false statements are not practicable, You Talk will include the URL link for its website where disclosures will be listed. Additionally, You Talk will disclose the company name under which it does business.[49]

4. Audits

The *Order* requires ETCs that draw $5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into

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facilities-based CMRS provider.

[47] See Exhibit B for sample advertisements. The Company understands the term "marketing materials" includes materials in all media, including but not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. *See Order* at ¶ 275.

[48] *See Order* at ¶ 275.

[49] *See id.*

account all operating companies and affiliates, to hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess the ETC's overall compliance with the program's requirements.[50] You Talk will comply with this requirement if and when it is approved, including applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.[51]

E. De-Enrollment

If at any time a You Talk Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. You Talk Lifeline customers simply call the Company's toll-free customer service number and speak to a live operator to de-enroll from the You Talk Lifeline program. Furthermore, You Talk will de-enroll consumers from its Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).[52]

If a customer does not respond to You Talk's annual verification survey within 30 days, or if You Talk has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs You Talk or the state that he or she is ineligible for Lifeline), You Talk will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the letter to

[50] *See Order* at ¶ 291.
[51] *See Order* at ¶ 294. As of the date of filing of this Compliance Plan, the audit requirement has not been approved pursuant to the Paperwork Reduction Act.
[52] *See Order* at ¶ 122.

demonstrate that his or her Lifeline service should not be terminated.[53] Similarly, You Talk will de-enroll a subscriber if they fail to respond to You Talk's attempt to verify a temporary address within 30 days.[54]

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,[55] You Talk will de-enroll a subscriber within 5 business days if the Companies are informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. You Talk will de-enroll any subscriber that has not used the Companies' Lifeline service for 60 consecutive days, as discussed in section IV.B above. You Talk will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for non-usage; such notice may be initiated after 30-days of non-usage. You Talk will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.[56]

F. Additional Rule Amendments

1. Terms and Conditions of Service

You Talk has attached as Exhibit C its Lifeline terms and conditions of service. You Talk's Lifeline offering is summarized in section IV.C below. These terms and conditions are subject to change as needed, and the most current version may be found at www.youtalkmobile.com.

2. Reporting Requirements

You Talk will report all information required by section 54.422, including as it may

[53] *See id*. In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.
[54] *See Order* at ¶ 89.
[55] *See Order* at ¶ 214-16.
[56] *See Order* at ¶ 257.

heretofore be amended. This includes the names of You Talk's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.[57]

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, You Talk will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.[58] You Talk will certify when seeking reimbursement that the Companies have obtained a valid certification form for each consumer for whom the Companies seek Lifeline reimbursement,[59] and the Companies will seek reimbursement for actual lines served, not projected lines.[60]

4. Section 54.202 Certifications

You Talk certifies the following in accordance with newly amended C.F.R. § 54.202: (1) You Talk will comply with the service requirements applicable to the support that it receives; (2) You Talk is able to remain functional in emergency situations; (3) You Talk will satisfy applicable consumer protection and service quality standards.

IV. COMPANY INFORMATION

You Talk Mobile – Federal, LLC, You Talk Mobile – CA, LLC, You Talk Mobile – CO, LLC, You Talk Mobile – KS, LLC, You Talk Mobile – KY, LLC, You Talk Mobile – NE, LLC,

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[57] *See Order* at ¶ 296, 390. Section 153 of the Communications Act defines "affiliate" as "a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.
[58] *See Order* page 221.
[59] *See Order* at ¶ 128.
[60] *See Order* at ¶ 302.

You Talk Mobile – OK, LLC, You Talk Mobile – OR, LLC, You Talk Mobile – PA, LLC, You Talk Mobile – PR, LLC, and You Talk Mobile – WI, LLC are Florida limited liability companies. You Talk will provide prepaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Sprint Spectrum L.P. ("Sprint"). Sprint is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like You Talk. You Talk will obtain from Sprint, via an agreement with TSB, the network infrastructure and transmission facilities to allow You Talk to operate as a Mobile Virtual Network Operator ("MVNO").

A. Names and Identifiers

Expert Communications Marketing, Inc. d/b/a Expert Choice Marketing ("Expert") is an affiliate of You Talk Mobile, LLC which is the holding company of: You Talk Mobile – Federal, LLC, You Talk Mobile – CA, LLC, You Talk Mobile – CO, LLC, You Talk Mobile – KS, LLC, You Talk Mobile – KY, LLC, You Talk Mobile – NE, LLC, You Talk Mobile – OK, LLC, You Talk Mobile – OR, LLC, You Talk Mobile – PA, LLC, You Talk Mobile – PR, LLC, and You Talk Mobile – WI, LLC.[61] The Company identifies itself as You Talk Mobile and/or You Talk on its marketing and advertising materials.

B. Financial and Technical Capability

You Talk is financially and technically capable of providing Lifeline-supported services.[62] You Talk will provide service to both Lifeline and non-Lifeline customers. You Talk will provide a prepaid program for non-Lifeline customers. In fact, whenever a Lifeline customer enrolls with You Talk, the Company will seek to provide non-Lifeline service to the other members of their household.

You Talk has not been subject to enforcement action or ETC revocation proceedings in any

[61] See Supra n.1
[62] *See Order* at ¶ 387.

state. You Talk is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. You Talk will rely on initial investment of key management for start-up operations. If needed, You Talk will rely on affiliate company funds to sustain growth and business operations. You Talk's affiliate company, Expert, has been in operation for 5 years, and is a profitable and self-sufficient company marketing phone, internet and cable services to credit challenged consumers.

Expert's extensive technical knowledge as well as the knowledge of the CLEC, ETC and Retail Energy Provider (REP) industries give You Talk a competitive edge in obtaining customers. The majority of Expert's leads are generated though organic hits from consumers who are looking for these specific products on the internet. Well developed, user friendly web sites and time saving interfaces to the supplier's information systems have helped Expert become successful and popular with both the consumers and the suppliers of the services. Furthermore, the senior management of You Talk has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Companies.[63] You Talk will also rely upon the managerial and technical expertise of TSB, which has seven years of experience in building processes, teams and programs to support MVNOs.[64] You Talk will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

[63] See Exhibit D for key management resumes.
[64] See infra n.7. For more information, visit www.telecomservicebureau.com.

C. Lifeline Offering

You Talk will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier, currently Sprint.[65] As summarized in Exhibit E attached hereto, You Talk's Lifeline offering (with the exception of You Talk Mobile – OK, LLC) will provide customers with a free handset and either: 100 included minutes per month which rollover if unused,[66] with text messaging available at the current rate of 3 texts per one minute of voice; or 250 included minutes per month which will not rollover and does not include text messaging. You Talk Mobile – OK, LLC will offer Oklahoma residents its tribal plans: (Non-Lifeline) unlimited minutes for $44.99; Lifeline customers will receive a discount equal to the maximum federal Lifeline subsidy, currently $9.25, plus the additional tribal Lifeline subsidy, currently $25.00. After the Lifeline discounts and an additional company credit, all Lifeline customers in Oklahoma will receive unlimited calls for $1.00.

Lifeline customers also will have access to voice mail, caller I.D. and call waiting services at no additional charge, even after their initial allotment of included minutes has been consumed. Airtime minutes are not deducted for calls to customer service (via 611 or the toll free number) or calls to 911; customers may place calls to 911 for free, regardless of account balance or activation status. Customers are not bound by a local calling area requirement; all You Talk plans come with domestic long distance at no extra charge and exceptional nationwide digital coverage on the Nationwide Sprint PCS Network. You Talk currently blocks roaming and international calling features, so Lifeline customers are not at risk for incurring unexpected charges for these features.

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[65] You Talk reserves the right to alter the proposed Lifeline rate plans on a state-by-state basis, particularly as required by state public utility commissions (PUC). You Talk will pass through the full Lifeline subsidy amount to the consumer, and may offer an additional company credit to bring the total monthly charge for a Lifeline customer to $0.00 or, where necessary, a minimum price floor required by a PUC.

[66] Currently, unused free minutes rollover for 90 days. Purchased minutes expire 30 days from the date of purchase, unless newly-purchased minutes are added before expiration. See terms and conditions for more detail.

Lifeline customers can also purchase additional airtime if needed. Airtime cards are currently sold in denominations of $5 (75 minutes), $13.50 (250 minutes), $25 (500 minutes) and $30 (1000 minutes), and may be purchased over the phone. You Talk does not impose burdensome credit checks or long-term service contracts. You Talk'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.

V. CONCLUSION

You Talk submits that this Amended Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Implementation of the procedures described herein will promote public safety and should ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of You Talk's Lifeline services. Accordingly, You Talk respectfully requests that the Commission expeditiously approve its Amended Compliance Plan so that the Companies may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

You Talk Mobile – Federal, LLC
You Talk Mobile – CA, LLC
You Talk Mobile – CO, LLC
You Talk Mobile – KS, LLC
You Talk Mobile – KY, LLC
You Talk Mobile – NE, LLC
You Talk Mobile – OK, LLC
You Talk Mobile – OR, LLC
You Talk Mobile – PA, LLC
You Talk Mobile – PR, LLC
You Talk Mobile – WI, LLC

/s/ Lance J.M. Steinhart

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005
(770) 232-9200

Its Counsel

Dated August 7, 2012

Exhibit A

Sample Lifeline Certification Form

Wireless Lifeline Service Application and Certification

Return With Proof

OK

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

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

❑ **By checking this box, I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.**

Customer Application Information:

First Name Middle Initial	Last Name	Date of Birth (MM/DD/YY)
		/ /

Residential Address w/ street name & Apt Number **(PO Box cannot be accepted)**	**City / State / Zip Code**
Billing Address (if different from Residential Address) **(P.O. Box IS sufficient)**	**City / State / Zip Code**
❑ Residential Address is **Permanent** **(Must Choose One)** ❑ Residential Address is **Temporary**	❑ Service Is New (Choose One) ❑ Service Is Conversion

Social Security Number or Tribal Number	**Home Telephone / Contact Number**	**Email Address**
- -	( ) -	

Would you like to receive texts or emails from our company about new service offerings or promotions?

❑ **Yes** ☐ **No** This information will be for company use only, & will not be shared with a third party company or organization.

ELIGIBILITY REQUIREMENTS: **Number of persons in Household** _____

Do you or any member of your household currently receive Lifeline assistance at the above address? ☐ **YES** ☐ **NO**

I hereby certify that I currently participate in at least one the following public assistance programs (Check One):

- ❑ Supplemental Nutrition Assistance Program (SNAP)
- ❑ Federal Public Housing Assistance Section 8 (FPHA)
- ❑ Medicaid (not Medicare)
- ❑ Supplemental Security Income (SSI)
- ❑ Temporary Assistance for Needy Families (TANF)
- ❑ Low Income Home Energy Assistance Program (LIHEAP)
- ❑ National School Lunch Program's free lunch programs
- ❑ Income at or below 135% of Federal Poverty Guideline
- ❑ Vocational Rehabilitation (including hearing impaired)
- ❑ Food Distribution Program on Indian Reservations (FDPIR)
- ❑ Bureau of Indian Affairs General Assistance (BIA)
- ❑ Tribally Administered TANF (TATNF)
- ❑ Head Start (meet income qualifying standards) (Tribal)
- ❑ OK Sales Tax Relief

If the beneficiary of the above program is different from the applicant, please state the name of person receiving the benefit: _____

❑ I hereby certify that the recipient of the above government program lives in my household and does not receive Lifeline benefits from any other carrier.

ADDITIONAL CERTIFICATIONS:

Tribal eligibility:

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

Multiple households sharing and address:

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

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

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

Authorizations:

- ❑ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline eligibility database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

I hereby certify, under penalty of perjury, that:

- ❑ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ❑ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ❑ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ❑ The address listed below is my primary residence, not a second home or business
- ❑ If I move to a new address, I will provide that new address to the Company within 30 days
- ❑ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ❑ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ❑ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ❑ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature: | **Date:**

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility:

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

Applicant Account Number	Rep/Agent Signature

Expiration Date of Proof Documents: _____/_____/_____

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Vocational Rehabilitation (including hearing impaired
- ☐ Food Distribution Program on Indian Reservations (FDPIR)
- ☐ Bureau of Indian Affairs General Assistance (BIA)
- ☐ Tribally Administered TANF (TATNF)
- ☐ Head Start (meet income qualifying standards) (Tribal)
- ☐ OK Sales Tax Relief

List B - Choose 1:

- ☐ Program participation card/document (Last 4 Digits _____)
- ☐ Prior year's statement of benefits (Last 4 Digits _____)
- ☐ Notice letter of participation (Last 4 Digits _____)
- ☐ Other official document evidencing participation:
  Type: _____ Last 4 Digits _____

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Wireless Lifeline Service Application and Certification

Return With Proof

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

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

❑ **By checking this box, I hereby certify that I have read and understood the disclosures listed above and that, to the best of my knowledge, my household is not already receiving a Lifeline service benefit.**

Customer Application Information:

First Name Middle Initial	Last Name	Date of Birth (MM/DD/YY)
		/ /

Residential Address w/ street name & Apt Number **(PO Box cannot be accepted)**	**City / State / Zip Code**
Billing Address (if different from Residential Address) **(P.O. Box IS sufficient)**	**City / State / Zip Code**

❑ Residential Address is **Permanent** **(Must Choose One)**
❑ Residential Address is **Temporary**

❑ Service Is New (Choose One)
❑ Service Is Conversion

Social Security Number or Tribal Number	Home Telephone / Contact Number	Email Address
- -	( ) -	

Would you like to receive texts or emails from our company about new service offerings or promotions?

❑ **Yes** ☐ **No** This information will be for company use only, & will not be shared with a third party company or organization.

ELIGIBILITY REQUIREMENTS:

Number of persons in Household _____

Do you or any member of your household currently receive Lifeline assistance at the above address? ☐ **YES** ☐ **NO**

I hereby certify that I currently participate in at least one the following public assistance programs (Check One):

❑ Supplemental Nutrition Assistance Program (SNAP)
❑ Federal Public Housing Assistance Section 8 (FPHA)
❑ Medicaid (not Medicare)
❑ Supplemental Security Income (SSI)
❑ Temporary Cash Assistance (TCA)
❑ Temporary Assistance for Needy Families (TANF)
❑ Low Income Home Energy Assistance Program (LIHEAP)
❑ National School Lunch Program's free lunch programs
❑ Income at or below 135% of Federal Poverty Guideline
❑ Bureau of Indian Affairs Programs (Tribal Temporary Assistance for Needy Families, Head Start Subsidy,NSLP)

If the beneficiary of the above program is different from the applicant, please state the name of person receiving the benefit: _____

❑ I hereby certify that the recipient of the above government program lives in my household and does not receive Lifeline benefits from any other carrier.

ADDITIONAL CERTIFICATIONS:

Tribal eligibility:

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

Multiple households sharing and address:

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

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

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

Authorizations:

- ❑ I hereby authorize the Company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program. I also authorize the Company to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company, to be used in a Lifeline eligibility database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of service.

I hereby certify, under penalty of perjury, that:

- ❑ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required
- ❑ I will notify the Company within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based eligibility criteria, I begin receiving more than one Lifeline benefit, or another member of my household is receiving a Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement
- ❑ I am not listed as a dependent on another person's tax return (unless over the age of 60)
- ❑ The address listed below is my primary residence, not a second home or business
- ❑ If I move to a new address, I will provide that new address to the Company within 30 days
- ❑ If I provided a temporary residential address to the Company, I will verify my temporary residential address every 90 days
- ❑ I acknowledge that providing false or fraudulent information to receive Lifeline benefits is punishable by law
- ❑ I acknowledge that I may be required to re-certify my continued eligibility for Lifeline at any time, and my failure to re-certify as to my continued eligibility within 30 days will result in de-enrollment and the termination of my Lifeline benefits
- ❑ The information contained in this certification form is true and correct to the best of my knowledge

Applicant's Signature:	**Date:**

For Agent Use Only (check the appropriate boxes for the proof of eligibility viewed; do not copy or retain documentation):

Documents Acceptable Proof for Income-Eligibility:

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

Applicant Account Number	Rep/Agent Signature

Expiration Date of Proof Documents: _____/_____/_____

Documents Acceptable Proof for Program-Eligibility (choose 1 from each list A and B below):

List A - Choose 1

- ☐ Supplemental Nutrition Assistance Program (SNAP)
- ☐ Medicaid
- ☐ Section 8 Federal Public Housing Assistance (FPHA)
- ☐ Supplemental Security Income (SSI)
- ☐ Temporary Assistance for Needy Families (TANF)
- ☐ Low Income Home Energy Assistance Program (LIHEAP)
- ☐ National School Lunch Program's free lunch program
- ☐ Temporary Cash Assistance
- ☐ Bureau of Indian Affairs Programs (Tribal Temporary Assistance for Needy Families, Head Start Subsidy, NSLP)

List B - Choose 1:

- ☐ Program participation card/document (Last 4 Digits _____)
- ☐ Prior year's statement of benefits (Last 4 Digits _____)
- ☐ Notice letter of participation (Last 4 Digits _____)
- ☐ Other official document evidencing participation:
  Type: _____ Last 4 Digits _____

Exhibit B

Sample Advertisements

Stay Connected with a FREE Cell Phone and FREE Unlimited Minutes

Lifeline Service is limited to one benefit per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

Lifeline is a government assistance program that is only available for one phone per household by law. 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. Only eligible consumers may enroll in the program.

www.YouTalkMobile.com

Receive a FREE Cell Phone and FREE Unlimited Minutes if you qualify for the Lifeline government assistance program. You are eligible if you participate in any of the following Public Assistance Programs:

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Federal Public Housing (FPHA/Sect. 8)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch programs
- Income at or below 135% of Federal Poverty Guidelines
- Tribally Administered TANF
- Bureau of Indian Affairs General Assistance
- Head Start (income qualifying/residents of Tribal Lands only
- OK Sales Tax Relief
- Vocational Rehabilitation (including hearing impaired)
- Proof of income or program participation is required

Lifeline Service is limited to one benefit per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

Lifeline is a government assistance program that is only available for one phone per household by law. 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. Only eligible consumers may enroll in the program.

Lifeline service is non-transferable.

You Talk Mobile, LLC. • 800-350-4078 • www.YouTalkMobile.com

Stay Connected with a FREE Cell Phone and 250 FREE Minutes

You Talk Mobile provides FREE and discounted cell phone service to qualifying families and individuals. We believe having reliable cell phone service is a right, not a privilege and want to give you the freedom to communicate without having to lock you into long-term contracts and confusing plans. There are no gimmicks, no deposits, no credit checks.

With You Talk Mobile, qualifying individuals receive a free cell phone, 250 free monthly minutes, free Caller ID, free Call Waiting and free Voice Mail. ***PLUS, you will get 100 free bonus minutes for every person you refer who activates service.*** There is no limit to how many people you can refer each month. Simply refer a friend or family member to us and once their service is activated, you will receive another 100 minutes added to your phone. This will give them access to the same great service and the opportunity to refer as many friends as they choose.

Frequently Asked Questions:

Who is my Cell Phone Carrier?
The Eligible Telecommunications Carrier is You Talk Mobile, LLC.

Where is the service available?
Right now You Talk Mobile is providing service in the state of Florida.

What is included in my package?
Plan 1: 250 minutes with NO rollover NO texting.
Plan 2: 100 Minutes with 90 days rollover and 3 texts per minute of voice.
(Minutes will top up each month automatically)

How can I purchase additional minutes?
Additional minutes can be purchased by calling customer service or 611.

Lifeline Service is limited to one benefit per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but cannot have the discount on both. Lifeline is a government assistance program that is only available for one phone per household by law. 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. Only eligible consumers may enroll in the program.

YouTalk MOBILE

www.YouTalkMobile.com • 800.350.4078

Receive a FREE Cell Phone and 250 FREE Minutes if you qualify for the Lifeline government assistance program. You are eligible if you participate in any of the following Public Assistance Programs:

- Supplemental Nutrition Assistance Program (SNAP)
- Medicaid (not Medicare)
- Supplemental Security Income (SSI)
- Federal Public Housing (FPHA/Sect. 8)
- Temporary Assistance for Needy Families (TANF)
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch Program's free lunch programs
- Income at or below 135% of Federal Poverty Guidelines
- Proof of income or program participation is required

Additional Questions:

If my phone is lost or stolen, how can I replace it?
Replacement handsets can be purchased by calling our Customer Service Department. It may take 7-10 business days for the replacement to be received.

How can I check my minutes?
To obtain this information please call our customer service department or dial 611.

Can games and ringtones be downloaded?
Most phones come preloaded with games but at this time You Talk Mobile does not provide Data pages

Lifeline Service is limited to one benefit per household. You may not receive multiple Lifeline discounts. You may apply your Lifeline discount to either one landline or one wireless number, but you cannot have the discount on both.

Lifeline is a government assistance program that is only available for one phone per household by law. 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. Only eligible consumers may enroll in the program.

Lifeline service is non-transferable.

YouTalk MOBILE

FREE Handset & Unlimited Monthly Minutes

FREE Caller ID - Voice Mail - Call Waiting

NO Contract - NO Credit Check - NO Deposit

Save Time, Don't Wait in Line if You Don't Qualify:

- Only **ONE** Lifeline Phone per Household
- You **MUST** Qualify for a Government Assistance Program.
- Proof of Income or Program Participation is Required
- Must Show Valid ID

www.YouTalkMobile.com - 1-800-350-4078

Exhibit C

Lifeline Terms and Conditions

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and You Talk Mobile, LLC. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. You Talk Mobile, LLC reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the You Talk Mobile, LLC. website found at www.youtalkmobile.com.

By purchasing or activating your You Talk Mobile, LLC. ("You Talk Mobile") handset or using any You Talk Mobile service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

1. **ACTIVATING AND USING YOUR YOU TALK MOBILE COMMUNICATIONS SERVICE/TELEPHONE NUMBER.**
   An You Talk Mobile handset should arrive to you in an activated or "hotlined" status. Activation may require a call to 611 to complete full activation. An You Talk Mobile telephone number is assigned to your You Talk Mobile handset when you receive it, however, you will acquire no proprietary interest in any number assigned to you. This number is "owned" by the underlying carrier and ownership will remain with the underlying carrier during time of service. This number can be ported to any carrier of choice as long as number remains active throughout the completion of the port. Should number be disconnected for any reason it is immediately released to the underlying carrier network and is unable to be re-attained by You Talk Mobile, even upon customer request and immediate reactivation by the company. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not You Talk Mobile. Your handset can only be used through You Talk Mobile, and cannot be activated with any other wireless or cellular service, except where allowable by law. You Talk Mobile services are provided at You Talk Mobile' discretion.

2. **AIRTIME RATES**
   You Talk Mobile airtime is issued in unit increments. Units are deducted from the You Talk Mobile handset in the following manner all calls are charged at a rate of one (1) unit per minute. All other phone models, calls are charged at a rate of one (1) unit per minute.

3. **TEXT MESSAGING**
   The current rates to send or receive a text message to another person's phone using your You Talk Mobile are three (3) texts per one voice minute. You Talk Mobile reserves the right to amend this rate by updating these terms and conditions and posting them on You Talk Mobile website.

   Please note that You Talk Mobile services do not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than You Talk Mobile. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is an You Talk Mobile authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by You Talk Mobile), whether you incur charges as deductions from your handset or from your credit card, are not refundable.

4. **INTERNATIONAL CALLS**
   Currently, the International call feature is blocked by You Talk Mobile and their underlying carrier. In the event you successfully access an International Long Distance number, additional charges will incur at the following rates:

Guam, Puerto Rico & US Virgin Islands	$0.10
Canada	$0.10
Mexico	$1.45
All other countries (except Guam, Puerto Rico & US Virgin Islands)	$1.28

   Any charges you incur as a result of attempts to access this feature from an You Talk Mobile handset is non-refundable. Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and may apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. You Talk Mobile will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your You Talk Mobile handset when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

5. **ADDING ADDITIONAL AIRTIME**
   Your You Talk Mobile handset will only operate when you have airtime minutes/units available on the handset. (This does not apply to 911 calls. These calls will go through on any handset regardless of activity and the availability of airtime minutes.) Each prepaid airtime package comes with a number of minutes and a service period that begins to run from the day you add

airtime to your handset. You Talk Mobile airtime minutes added to your wireless phone will expire with active service and Usage during a consecutive thirty (30) day period.

6. AIRTIME PLANS

From time to time, You Talk Mobile may offer various plans. Currently, You Talk Mobile Value Plans which allows you to automatically purchase certain airtime denominations on a regular monthly basis. All airtime plans are governed by these Terms and Conditions and the applicable airtime plan's Terms and Conditions which are also available at www.youtalkmobile.com.

7. ROLLOVER

The monthly minute packages will rollover month to month for ninety (90) days. Minutes will expire on the ninety-first (91st) day. Minutes purchased as additional airtime packages will be good for thirty (30) days from the date of purchase, expiring on the 31st day unless newly purchased minutes are added before expiration. Minutes purchased as additional airtime packages, with a 30 day expiration, will be used before any rollover minutes are used, so that minutes that will expire first are used first. Rollover policy is subject to change.

OKLAHOMA CUSTOMERS: You Talk Mobile offers the following plan:

PLAN	MINUTES	CUSTOMER COST	TEXTING
1	Unlimited	**FREE** (Every Month)	One Text Per Minute

ALL OTHER STATES: You Talk Mobile offers the below plans, and additional minute offerings as follows:

PLAN	MINUTES	CUSTOMER COST	AUTOMATIC ROLLOVER
1	250	**FREE** (Every Month)	No Rollover-No Texting
2	100	**FREE** (Every Month)	90-days
PURCHASE ADDITIONAL MINUTES AT THE FOLLOWING RATE			
	250	**$ 13.50**	No Rollover
	500	**$ 25.00**	No Rollover
	1,000	**$30.00**	No Rollover

In the event of any modification that increases the charges, you will receive 30 days notice prior to being charged the new rate. Additional minute purchases may not be combined with any other discount or promotion.

8. ADDITONAL SURCHARGES

Currently, call forwarding and roaming features are blocked by You Talk Mobile and their underlying carrier. If you successfully access these features (not authorized by You Talk Mobile), you will incur additional charges at the following rates:

Call Forwarding	$0.05 per call
Roaming	$0.25 per minute

Any charges you may incur as a result of any attempts to access these features from your You Talk Mobile handset are non-refundable.

9. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your You Talk Mobile service is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, and calls to access your voice mail (airtime minutes will be deducted for each call separately). Airtime for Three-Way calls may be deducted at twice the incremental rate. Airtime minutes are NOT deducted for calls to 911, 611, or the 800# for You Talk Mobile Customer Service. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. (Although this is

unlikely to occur, You Talk Mobile is not able to dispute these charges and cannot refund for deducted minutes on an incomplete or busy no-answer call.) Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging. Airtime minutes are deducted for all text messages sent and incoming text. No credit is given for dropped calls.

10. EMERGENCY CALLS

If you are in an area where your You Talk Mobile handset is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your You Talk Mobile handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

11. UNAUTHORIZED USAGE; TAMPERING

The You Talk Mobile handset is exclusively for use by you, the end consumer, with the prepaid wireless service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your You Talk Mobile handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with You Talk Mobile. You agree not to unlock, re-flash, tamper with or alter your You Talk Mobile handset or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your You Talk Mobile handset or the Service, or assist others in such acts, or to sell and/or export You Talk Mobile handsets outside of the United States. These acts violate You Talk Mobile rights and state and federal laws. Improper, illegal or unauthorized use of your You Talk Mobile handset is a violation of this agreement and may result in immediate discontinuation of Service and legal action. You Talk Mobile will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use shall entitle You Talk Mobile to recover liquidated damages from you in an amount not less than $5,000 per handset purchased, sold, acquired or used in violation of this agreement.

12. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, You Talk Mobile reserves the right to substitute and/or replace any You Talk Mobile equipment (including handsets) with other You Talk Mobile equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular handset may not be available on your You Talk Mobile handset and does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither You Talk Mobile nor any Carrier shall have any liability for Service failures, outages or limitations of Service.

13. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Model and color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

14. WARRANTY

A new and/or reconditioned You Talk Mobile handset and accessories are covered by a limited 90-day warranty. **Exclusions and Conditions** This warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. You Talk Mobile does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

15. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

16. OUR RIGHT TO TERMINATE YOUR SERVICE

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your device from its manufacturer's default specification; or (j) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution. In regards to a Lifeline subsidized service, should it be determined that eligibility of the program no longer exists, service may be moved to a Non-Lifeline plan, requiring monthly payment for the same or similar minute package.

17. OUR RIGHT TO TERMINATE LIFELINE SERVICE

You Talk Mobile reserves the right to terminate service if it is determined that eligibility was awarded based off of inaccurate or fraudulent information, if the subscriber is non-responsive to requests for information, including requests for proof of eligibility, or if company determines a need to eliminate possible fraud/waste/and abuse of the Lifeline program. Service with no usage for longer than 60 days will lead to attempts to notify the customer through text, letter, or calls to the customer. If customer remains unresponsive to company attempts at contact, service will be moved to a non-lifeline plan, requiring monthly payment, and You Talk Mobile reserves the right to disconnect the service in its entirety.

18. LIMITATION OF LIABILITY

You Talk Mobile will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. You Talk Mobile will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

19. INDEMNIFICATION

You agree to indemnify and hold harmless You Talk Mobile from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of a You Talk Mobile handset You Talk Mobile services whether based in contract, regardless of the form of action.

20. BINDING ARBITRATION

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR YOU TALK MOBILE DEVICE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF YOU TALK MOBILE' AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with You Talk Mobile, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude You Talk Mobile from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your You Talk Mobile device, the Service and/or PIN numbers in state or federal court. References to you and You Talk Mobile include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to You Talk Mobile by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. You and You Talk Mobile agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and You Talk Mobile agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and You Talk Mobile. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless You Talk

Mobile and you agree otherwise, the location of any arbitration shall be Ocala, Florida. Except where prohibited by law, You Talk Mobile and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor You Talk Mobile shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

21. PRIVACY POLICY

You Talk Mobile will not provide your number to any Third Party advertising agency except where authorized by the customer. You Talk Mobile will provide your number, and any other pertinent information requested, to any law enforcement agency or officer upon request or subpoena, and to the FCC and/or USAC where Lifeline Services are in use. You Talk Mobile takes CPNI very seriously and takes multiple steps to avoid any perceived violation of Customer Proprietary Information. To view the You Talk Mobile Privacy Policy reference You Talk Mobile' website found at www.youtalkmobile.com.

Exhibit D

Key Management Resumes

Stephen D. Klein

Mr. Klein is the founding managing member and President of You Talk Mobile, LLC a wireless Telecommunications provider formed in 2012 whose purpose is to serve both the pre-paid cellular market and the lifeline cellular market. In addition to being president of You Talk Mobile, LLC Mr. Klein is the president of Expert Communications Marketing, Inc. dba Expert Choice Marketing. Mr. Klein founded this company in 2007 which provided long distance and internet services to credit challenged consumers. Upon selling American Dial Tone (a CLEC) his primary business in 2009, Mr. Klein shifted the focus of Expert to become a marketing company specializing in offering telecommunications and energy services to low income consumers. The company's extensive technical knowledge as well as the knowledge of the CLEC, ETC and Retail Energy Provider (REP) industries gives them a competitive edge in obtaining customers. The majority of the company's leads are generated though organic hits from consumers who are looking for these specific products on the internet. Well developed, user friendly web sites and time saving interfaces to the supplier's information systems have helped Expert become successful and popular with both the consumers and the suppliers of the services.

Prior to Expert Choice Marketing, Mr. Klein was the founder and CEO of American Dial Tone from 1998 to 2009, a competitive local exchange carrier (CLEC) located in Tampa Bay FL, which provided local telephone service to the credit challenged market in multiple states. Under Steve's supervision American Dial Tone developed a superior back office, billing and ordering system which gave the company a competitive edge in the pre-paid CLEC industry. American Dial Tone was one of the first in their industry to electronically bond with Verizon and BellSouth. ADT enjoyed one of the lowest overhead costs per connected customer in the industry. ADT was proud of the fact that they had excellent relationships with the ILEC's and were current on all of their bills. ADT was the second ETC in the state of Florida and was proud to provide lifeline services in the state. Being one of the first ETC's in the industry ADT quickly noticed that there was potential for waste, fraud and abuse within the system. ADT developed its in house systems to prevent the company from giving service to customers who were not entitled to receive funds and to prevent claiming funds from the USAC that had already been collected from the ILEC.

Mr. Klein has been of the board of NALA since 2003 and had served as president for two years. NALA is the association of pre-paid CLEC's and ETCs. It was through this organization that many suggestions were sent to the FCC for the recent NPRM, the order being issued January 31, 2012.

Prior to his founding American Dial Tone Mr. Klein was President and CEO of One Stop Auto Parts, Inc., a Florida based retail auto parts chain of 42 stores with a 50,000 S.F. distribution facility. The company had approximately 300 employees and 32 million in sales. Steve joined the company in 1981 with 3 stores and remained until 1998 playing a significant role in developing the organization. Prior to becoming President he occupied positions in Merchandising, Management and Information Systems, Distribution and became the Chief Financial Officer.

Steve has a bachelor's degree in business from Michigan State University and has done post graduate and graduate work at Western Michigan University, Ohio State University and Tampa College.

He is a long standing member of The Executive Committee (TEC) which is an International Organization of over 13,000 CEO's. TEC members meet once a month for a full day with a groups of 10 to 15 CEOs from non-competing business industries to discuss business strategies, best practices, leadership styles, and other leadership training topics to enhance decision making and business performance. Additionally there is monthly one-to-one coaching with their Chair who offers executive insights, business advice, accountability, and effective leadership help and support. On average, TEC companies are better run and grow their revenues, at more than twice the percentage growth rate than non TEC companies.

Mr. Klein is also an active real estate investor and owns several properties in Tampa Bay. He, his wife Esther and daughter Giulianna currently reside in Clearwater FL.

Jeffrey J. Matthews

Jeff is a Vice President of You Talk Mobile, LLC, a wireless telecommunications provider. You Talk Mobile was formed in 2012 by Mr. Stephen Klein to provide cellular phone service to the pre-paid customer as well as the Lifeline qualified consumer. Jeff is also the Information Systems Director of Expert Communications Marketing, Inc. d.b.a. Expert Choice Marketing and has been with the company since it was founded in 2007 by Mr. Stephen Klein. Expert Choice Marketing offers wireless and wire-line telephone services, energy services, internet service, and cable service to low income consumers. Jeff is responsible for managing website, application, database, and provider interface development needed for obtaining, provisioning, and maintaining customers, as well as streamlining operations through advanced systems automation.

Jeff has been working in telecommunications for more than 10 years. Prior to working for Expert Communications Marketing, Jeff was the Information Systems Director for American Dial Tone, Inc. from 2003 until it was sold in 2009. American Dial Tone was founded in 1998 by Mr. Stephen Klein to provide pre-paid land-line telephone service to the credit challenged market. For two years prior to being hired full time at American Dial Tone, Jeff did work for them as an independent contractor, developing customer management software. As I.S. Director, Jeff was responsible for developing and automating customer service, marketing, provisioning, and billing systems. American Dial Tone was one of the first CLECs to start offering Lifeline service to qualified customers and was the second ETC designated in the state of Florida. Jeff is familiar with the issues related to providing Lifeline service and has been working for over 5 years developing procedures and systems to help identify qualified customers and eliminate fraudulent applicants.

Before starting full time with American Dial Tone, Jeff worked for 3 years as the I.S. Director for Nestor Sales, LLC, a national wholesale distributor of automotive and marine tools and supplies. Prior to Nestor Sales, Jeff was the Vice President of Information Systems for One Stop Auto Parts, Inc. One Stop Auto was a retail automotive parts chain of 42 stores based in Florida. Jeff worked under Mr. Stephen Klein at One Stop Auto and was with the company for 13 years.

Jeff is a 5 year member of the Vistage (formerly TEC) Key Executive Program. Jeff has lived in Florida all of his life, attended the University of Florida, and currently resides in Tarpon Springs, Florida with his wife Leanne and their 3 children.

Exhibit E

Proposed Lifeline Rate Plans

Wireless Plans:

Non-Lifeline 100 Minutes	$19.99
Lifeline 250 Minutes – Free Monthly (No Rollover, No Texting)	$0.00
Lifeline 100 Minutes - Free Monthly (90 days rollover, 3 texts per minute of voice)	$0.00

Additional Minutes – TSB Carrier:

75 Anytime Additional Minutes	$5.00
250 Anytime Additional Minutes	$13.50
500 Anytime Additional Minutes	$25.00
1000 Anytime Additional Minutes	$30.00

Additional Charges/Discounts:

Non-Lifeline Connection Fee:	$5.00
Lifeline Connection Fee:	$0.00

Texting: 3 texts per ONE minute of voice.

All plans include Caller ID, Call Waiting, and Voicemail.

Oklahoma Rate Sheet

Underlying Carrier: Sprint by way of Telecom Service Bureau (customers Activated as of April 2012)

Wireless Plans:

Unlimited Plan (Non-Lifeline)	$44.99
Unlimited Plan (LIFELINE) Monthly	$1.00

Additional Charges/Discounts:

Non-lifeline Connection Fee:	$5.00
Lifeline Connection Fee:	$0.00

All plans include: Caller ID, Call Waiting and Voice Mail.