Lance J.M. Steinhart, P.C.
Attorney At Law
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208
Email: lsteinhart@telecomcounsel.com

September 4, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street
Washington, D.C. 20554

Re: FedLink Wireless, LLC
Revised Compliance Plan
WC Docket No. 09-197 & WC Docket No. 11-42

Dear Ms. Dortch:

Pursuant to the Federal Communications Commission Order *In the Matter of Lifeline and Link Up Reform and Modernization* released February 6, 2012, attached please find FedLink Wireless, LLC's Revised Compliance Plan which replaces in its entirety FedLink Wireless, LLC's original Compliance Plan filed April 9, 2012.

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

Respectfully submitted,

/s/ KASEY CHOW

Kasey Chow
Associate to Lance J.M. Steinhart
Attorney for FedLink Wireless, LLC

Attachments
cc: Thomas Adair

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
	)	
	)	
Lifeline and Link Up Reform and Modernization	)	WC Docket No. 11-42
	)	
Blanket Forbearance Compliance Plan	)	

FEDLINK WIRELESS, LLC'S REVISED COMPLIANCE PLAN

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
1725 Windward Concourse, Suite 150
Alpharetta, Georgia 30005
(770) 232-9200 (Phone)
(770) 232-9208 (Fax)
E-Mail: lsteinhart@telecomcounsel.com

Attorney for FedLink Wireless, LLC

September 4, 2012

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND 2

III. FEDLINK WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER 2

- A. Access to 911 and E911 Services 2
- B. E911-Compliant Handsets 3
- C. Consumer Eligibility and Enrollment 3
  - 1. One-Per-Household 3
  - 2. Initial and Annual Certification 5
  - 3. Annual Re-Certification 11
- D. Other Reforms to Eliminate Waste, Fraud and Abuse 13
  - 1. National Lifeline Accountability Database 14
  - 2. Subscriber Usage 15
  - 3. Marketing & Outreach 16
  - 4. Audits 17
- E. De-Enrollment 17
- F. Additional Rule Amendments 18
  - 1. Terms and Conditions of Service 18
  - 2. Reporting Requirements 19
  - 3. Reimbursement from USAC 19
  - 4. Section 54.202 Certifications 19

IV. COMPANY INFORMATION 20

- A. Names, Identifiers, and Affiliates 20
- B. Financial and Technical Capability 21
- C. Lifeline Offering 21

V. CONCLUSION 23

TABLE OF EXHIBITS

Exhibit

Sample Lifeline Certification Form ..... A

Sample Advertisements ..... B

Lifeline Terms and Conditions C

Key Management Resumes ..... D

Proposed Lifeline Rate Plans ..... E

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	)	

FEDLINK WIRELESS, LLC'S REVISED COMPLIANCE PLAN

I. INTRODUCTION

FedLink Wireless, LLC ("FedLink" or the "Company") is a prepaid wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier ("ETC") solely for the purpose of participating in the Lifeline program. Although Section 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.[1] FedLink will avail itself of the FCC's conditional grant of forbearance and, by its attorney, hereby files its Revised Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.[2] This Revised Compliance Plan replaces in its entirety FedLink's original Compliance Plan filed April 9, 2012. Given the severe economic environment that is forcing many

[1] *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training,* 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").*

[2] Although the Company qualifies for and seeks to avail itself of the Commission's grant of forbearance from the facilities requirement of section 214(e)(1)(A), the Company 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.

low-income customers to forego wireless service, FedLink respectfully requests expeditious approval of this plan so that the Company 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, subject to the following conditions:[3]

> (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. FEDLINK WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

FedLink 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.

A. Access to 911 and E911 Services

In the *Order*, the Commission requires FedLink to provide its Lifeline customers with

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

access to 911 and E911 services, regardless of activation status and availability of minutes.[4] The Commission and consumers are hereby assured that all FedLink 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 FedLink handsets even if the account associated with the handset has no minutes remaining.

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on FedLink providing only E911-compliant handsets to its Lifeline customers.[5] FedLink will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing FedLink customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911-compliant handset at no charge to the customer. Any new customer 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

FedLink 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, FedLink will rely on the state identification or database.[6] In instances where FedLink is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

1. One-Per-Household

FedLink understands that Lifeline is limited to a single subscription per household, and

[4] *See Order* at ¶ 373.
[5] *See id*.
[6] *See Order* at ¶ 98.

that the Commission has defined household as "any individual or group of individuals who are living together at the same address as one economic unit."[7] Upon receiving an application for Lifeline support, FedLink 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. FedLink 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 FedLink determines that an individual at the applicant's address is currently receiving Lifeline-supported service, FedLink 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, FedLink will require applicants to complete and submit to the Company 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).[8] FedLink 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,[9] FedLink will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery

[7] *See Order* at ¶ 74.
[8] *See Order* at ¶ 78.
[9] *See* Exhibit A. The draft form remains subject to change, but substantially reflects the content of the Company's application.

address), unless they only have a temporary address, and a billing address for the service, if different (which may include a P.O Box or General Delivery address).[10] FedLink will inquire on its certification forms whether or not the applicant's address is a temporary one.[11] If it is, FedLink will notify the consumer that the Company 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 FedLink's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program. Also on its certification forms, FedLink will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.[12] If the subscriber has moved, FedLink will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.[13]

As detailed below, FedLink'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 Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. FedLink's application form will identify that it is a "Lifeline" application. FedLink 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.

---

[10] *See Order* at ¶ 85.
[11] *See Order* at ¶ 89.
[12] *See Order* at ¶ 85.
[13] *See id.*

FedLink'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. FedLink'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.

FedLink 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 Company by mail, fax, email or other electronic transmission. The Company 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.[14]

The Company will primarily enroll Lifeline applicants in person at a retail store at agent locations. When a prospective customer applies in store, Company personnel will ask to see a government issued ID and will validate the address via a USPS/Melissa Database and simultaneously input the name/address combination into CGM, LLC's aggregate duplicate database (see section III.D below) to confirm that the applicant is not already receiving a Lifeline subsidy from FedLink or any other CGM client. In cases where an eligibility database exists, store

[14] *See Order* at ¶ 168.

personnel will contact the Company's internal group dedicated to verifying eligibility who will query the database and either approve or deny the applicant. In states where eligibility databases are not available, the applicant is required to provide 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. FedLink's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by Company personnel in order to record information about the specific documentation reviewed as part of the eligibility verification process. Eligibility documents are returned to the customer after review. Finally, FedLink personnel will verbally explain the certifications to consumers before they initial the required disclosures and sign the application. Once the Lifeline application is complete, it is scanned into the Company's database. Upon successful completion of the certification process, the customer is given an authorization code and is allowed to choose a service plan. FedLink will then give a non-activated phone to the eligible customer. The customer will use his/her authorization code provided upon successful completion of the certification process to activate his/her phone and his/her FedLink Lifeline account. In instances where eligibility databases cannot be accessed in real-time, FedLink will mail the non-activated phone to the customer after verification of eligibility is complete. The customer's account is then activated upon the customer's personal authorization and actual use of the phone by calling FedLink Customer Service and verifying identity. In some cases, FedLink will mail the non-activated phone to the retail store agent location and the customer, with valid proof of identity, may pick up their phone in person, receive an authorization code, and activate his/her phone and FedLink Lifeline account.

FedLink may also enroll customers at community events, in which case the protocol for signing up customers closely resembles the process in store. Company employees, agents or

representatives are able to access necessary databases (USPS/Melissa, duplicates database, eligibility databases) to verify eligibility, and, when required, can personally review eligibility based on proof of income or program participation. Company personnel are able to verbally review the required disclosures with applicants and obtain the completed application form in person. Phones are delivered upon successful completion of the certification process, and activation is as detailed above.

With respect to those enrolling via the phone, Company personnel is able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures, as well as collect and input electronically the application form information and obtain the applicant's signature via IVR. Company personnel will obtain applicant's verbal confirmation of each required certification. The Company then has the information needed to qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, FedLink is able to complete the eligibility verification process and deliver phones to eligible customers by mail. Customers can then activate their phones and FedLink Lifeline accounts via the activation process detailed above.

When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. FedLink will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.[15] The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). Upon receipt of copies of the applicant's proof documentation, if applicable, and government-issued ID, FedLink is able to complete the eligibility verification process and deliver phones to eligible customers by mail. Customers can

[15] *See Order* at ¶ 123.

then activate their phones and FedLink Lifeline accounts via the activation process detailed above.

FedLink 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, FedLink will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.[16] If a database is used to establish eligibility, FedLink will not require documentation of the consumer's participation in a qualifying federal program; instead, FedLink or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.[17] 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 FedLink to check electronic databases for eligibility, FedLink will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.[18] FedLink 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.[19] FedLink understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases FedLink remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.[20]

FedLink provides employees, agents, and representatives with training designed to give them an understanding of Lifeline program requirements and permit them to review customer

[16] *See Order* at ¶ 97.
[17] *See Order* at ¶ 98.
[18] *See Order* at ¶ 99.
[19] *See Order* at ¶ 101.
[20] *See Order* at ¶ 110.

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 A) on a 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 an employee's ability to explain each item contained therein and answer any customer questions.

3. Annual Re-Certification

FedLink 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 Company may elect to perform this re-certification on a rolling basis throughout the year.[21] By December 31, 2012, FedLink 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.[22] 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 Company. FedLink 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 Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. FedLink 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

[21] *See Order* at ¶ 130.
[22] *See id.*

options for its certifications.[23]

Alternatively, where a database containing consumer eligibility data is available, FedLink (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, FedLink will contact the subscriber every year during the annual certification process to obtain a valid address.[24] After 2012, FedLink 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 the Company's behalf.[25]

FedLink 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 FedLink's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

> (1) that the Company has procedures in place to review consumers' documentation of income-and program-based eligibility. In instances where the Company confirms consumer eligibility by relying on official program eligibility data, such as a state or federal database, an officer of the Company will attest to what data the Company uses to confirm consumer eligibility in each state, and
>
> (2) that the Company is in compliance with all federal Lifeline certification procedures.[26]

[23] *See Order* at ¶ 132.
[24] *See Order* at ¶ 131.
[25] *See Order* at ¶ 133.
[26] *See Order* at ¶ 126-27.

D. Other Reforms to Eliminate Waste, Fraud and Abuse

FedLink 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 Company customers from engaging in such abuse of the program, inadvertently or intentionally.

FedLink has implemented enrollment procedures designed to prevent subsidies for duplicate, ineligible, or inactive subscribers. The Company contracts with a third party Lifeline service bureau, currently CGM, LLC of Roswell, Georgia, to edit all subsidy request data. CGM will process and validate the Company's subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from receiving a second lifeline subsidy in that same month; and (2) Inactive lines receiving subsidy: CGM's systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described herein, FedLink ensures that it does not over-request from support funds.

As detailed in section III.C.2, FedLink first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, FedLink 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 Company representative can forge certification forms based on false names and addresses. Once the applicant's identity is confirmed, FedLink verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, FedLink 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.

FedLink verifies the address of the applicant first via the applicant's government issued ID, and then validates the address 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 FedLink or any other CGM client. This is done through an API connection between the Company's provisioning platform and CGM. This then prompts the representative to detail the one-per-household rule with the applicant.

1. National Lifeline Accountability Database

FedLink will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, FedLink 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.[27] FedLink will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.[28]

Furthermore, on its certification form, FedLink 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.[29]

Within 30 days following Commission notice that the database is capable of accepting

[27] *See Order* at ¶ 189.
[28] *See Order* at ¶ 190.
[29] *See Order*, Appendix C.

queries, FedLink 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.[30]

2. Subscriber Usage

FedLink 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, FedLink will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.[31] FedLink 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.[32] 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 the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.[33] FedLink will monitor and 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 the Company's subsidy data to prevent a subsidy request for customers that are inactive under the Company's non-usage policy.[34] After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. FedLink will

[30] *See Order* at ¶ 203.
[31] *See Order* at ¶ 257.
[32] *See id.*
[33] *See Order* at ¶ 261.
[34] CGM, LLC is currently the Company's third party contractor.

continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no longer providing Lifeline service to a consumer.[35]

3. Marketing & Outreach

FedLink 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. FedLink will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:[36] (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. FedLink's website and printed collateral will explain the documentation necessary for enrollment, and the details of FedLink'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.[37] 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, FedLink will include the URL link for its website where disclosures will be listed. Additionally, FedLink will disclose the company name under which it does business.[38]

---

[35] *See Order* at ¶ 262. 911 transmissions will actually be performed by the Company's underlying facilities-based CMRS provider.
[36] 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.
[37] *See Order* at ¶ 275.
[38] *See id.*

4. Audits

If FedLink draws $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 account all operating companies and affiliates, the Company will hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess FedLink's overall compliance with the program's requirements.[39] FedLink will comply with applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.[40]

E. De-Enrollment

If at any time a FedLink Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. FedLink Lifeline customers simply call the Company's toll-free customer service number and speak to a live operator to de-enroll from the FedLink Lifeline program. Furthermore, FedLink will de-enroll consumers from the Company's 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).[41]

If a customer does not respond to the Company's annual verification survey within 30 days, or if FedLink has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that

[39] *See Order* at ¶ 291.
[40] *See Order* at ¶ 294.
[41] *See Order* at ¶ 122.

he or she is ineligible for Lifeline), FedLink 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 demonstrate that his or her Lifeline service should not be terminated.[42] Similarly, FedLink will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.[43]

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,[44] FedLink will de-enroll a subscriber within 5 business days if the Company is 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. FedLink will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above. FedLink 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. FedLink 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.[45]

F. Additional Rule Amendments

1. Terms and Conditions of Service

FedLink has attached as Exhibit C its Lifeline terms and conditions of service. The Company'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

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

www.fedlinkwireless.com.

2. Reporting Requirements

FedLink will report all information required by section 54.422, including as it may heretofore be amended. This includes the names of the Company'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.[46]

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, FedLink will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.[47] FedLink will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,[48] and the Company will seek reimbursement for actual lines served, not projected lines.[49]

4. Section 54.202 Certifications

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

---

[46] *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.
[47] *See Order* page 221.
[48] *See Order* at ¶ 128.
[49] *See Order* at ¶ 302.

consumer protection and service quality standards.

IV. COMPANY INFORMATION

FedLink is an Alabama limited liability company with principal offices located at 5340 Perimeter Parkway Ct, Montgomery, AL 36116. FedLink 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 FedLink. FedLink will obtain from Sprint the network infrastructure and transmission facilities to allow FedLink to operate as a Mobile Virtual Network Operator ("MVNO").

A. Names, Identifiers, and Affiliates

The Company was organized in Alabama on November 18, 2010 as F P MARKETING, LLC. The Company filed an Amendment to its Articles to change its name from F P MARKETING, LLC to Fast Link Wireless, LLC on November 23, 2011. The Company filed a Second Amendment to its Articles to change its name from Fast Link Wireless, LLC to FedLink Wireless, LLC on December 1, 2011. The Company identifies itself as FedLink Wireless and/or FedLink on its marketing and advertising materials.

FedLink's affiliate FAST PHONES, INC. ("Fast Phones") was incorporated in Alabama on July 9, 1998. Fast Phones provides retail and Lifeline wireline service in Alabama, Louisiana, Mississippi, and North Carolina. Fast Phones was designated as an ETC in Alabama on April 23, 2008; in Louisiana on September 30, 2009; in Mississippi on August 19, 2009; and in North Carolina on May 18, 2010. Fast Phones has approximately 11,000 total customers, approximately 90% of which are Lifeline customers.

B. Financial and Technical Capability

FedLink is financially and technically capable of providing Lifeline-supported services.[50] FedLink intends to provide wireless service to both Lifeline and non-Lifeline customers. FedLink will launch its retail and Lifeline wireless service simultaneously. FedLink is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. FedLink has operated as a marketing company since its inception for its affiliate Fast Phones, as well as marketing for other ETCs; as such, FedLink has generated its own revenues to begin the provision of wireless service. In addition to such operating revenues, FedLink will rely on a significant start-up investment amount from its key management to sustain and grow its business.

FedLink has not been subject to enforcement action or ETC revocation proceedings in any state. Furthermore, the senior management of FedLink has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company with over 15 years of experience.[51] FedLink will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

C. Lifeline Offering

FedLink 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. As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide customers with the option to choose between two (2) Lifeline Plans[52] that best meets their needs:

---

[50] *See Order* at ¶ 387.
[51] See Exhibit D for key management resumes.
[52] Linkup's Lifeline Plans may vary from state to state in accordance with state requirements or Tribal offerings; the two Lifeline plans outlined in this compliance plan are the offerings available in most states. Please see the Company's website (www.fedlinkwireless.com) for more detailed information regarding plans available in each state.

1. Lifeline Plan 1: 250 Minutes. Under Lifeline Plan 1, eligible customers enjoy 250 anytime minutes. These minutes do not rollover and text messaging is not included.
2. Lifeline Plan 2: 100 Minutes. Under Lifeline Plan 2, eligible customers enjoy 100 anytime minutes that rollover for ninety (90) days. Text messaging is at the rate of one-third of one minute (3 texts = 1 minute).

Customers have the capability of purchasing additional bundles of minutes in denominations as low as $5, $13.50, $25, and $30.[53] Additional airtime can be purchased by calling Customer Service, at no decrement in minutes, or by contacting Customer Service via the Company's website www.fedlinkwireless.com. In addition to free voice services, all of FedLink's Lifeline plans will include a free handset and the following Custom Calling features: Caller ID, Call Waiting, and Voicemail. FedLink does not impose burdensome credit checks or long-term service contracts on its prepaid customers. Customers are not bound by a local calling area requirement; all FedLink plans come with domestic long distance at no extra per minute charge and exceptional nationwide digital coverage on the Nationwide Sprint Spectrum Network. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to FedLink Customer Service are also free. The terms and conditions of the Company's plans are attached as Exhibit C and can also be found at www.fedlinkwireless.com.

[53] $5 = 75 minutes; $13.50 = 250 minutes; $25 = 500 minutes; and $30 = 1000 minutes.

V. CONCLUSION

FedLink submits that its Revised 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 the Company's Lifeline services. Accordingly, FedLink respectfully requests that the Commission expeditiously approve its Revised Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

FedLink Wireless, 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 September 4, 2012

Exhibit A

Sample Lifeline Certification Form

TOLL FREE FAX: 1-877-707-9491
EMAIL: support@fedlinkwireless.com

P.O. Box 20877
Montgomery, AL 36120-0877

LIFELINE APPLICATION

A Complete and signed Lifeline Service Application and Certification ("Certification") is required to enroll you in FedLink Wireless ("Company's") Lifeline service program in your state. The Certification is only for the purpose of verifying your eligibility in the Lifeline service and will not be used for any other purpose. Service requests will not be processed until this electronic form has been received and verified by the company.

Things to know about the Lifeline Program:
(1) Lifeline is a federal benefit.
(2) Lifeline Service is available for only one line per household. A household cannot receive benefits from multiple providers; and
(3) A household is defined, for purposes of the Lifeline Program, as any individual or group of individuals who live together at the same address and share income and expenses.

Applicant Information:

First Name: _____ MI: _____ Last Name: _____ Date of Birth: Month ___ Day ___ Year _____

Social Security Number (or Tribal ID Number): _____ *(XXX-XX-XXXX)* Contact Telephone Number: _____

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

_____ APT/ Floor/ Other _____ City: _____ State: _____ ZIP Code: _____

Billing Address *(May Contain and P.O. Box)*

_____ APT/ Floor/ Other _____ City: _____ State: _____ ZIP Code: _____

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

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

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

FOR OFFICE USE ONLY:
Company Representative:
_____
Documentation Verified:
_____
Representative Signature:
_____
Date:
_____

Is this a multi- family dwelling? _____

I certify, under penalty of perjury: *(Please certify by checking each Checkbox for each Certification)*

☐ (1) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline supported service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.

☐ (2) I am a current recipient of the program checked above, or have an annual household income at or below 135 percent of the Federal Poverty Guidelines.

☐ (3) I have provided documentation of eligibility if required to do so.

☐ (4) I understand that I and my household can only have one Lifeline-supported telephone service. FedLink Wireless has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the lifeline program, and could result in criminal prosecution by the United States Government.

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

☐ (6) I understand my FedLink Wireless Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.

☐ (7) I understand that if my service goes unused for sixty (60) days, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact FedLink Wireless to confirm that I want to continue receiving their service.

☐ (8) I will notify FedLink Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify my phone company. Specifically, I will notify my company if:
- (1) I cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
- (2) I am receiving more than one Lifeline supported service;
- (3) I no longer satisfy the criteria for receiving Lifeline support.

☐ (9) I will notify FedLink Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with FedLink Wireless every ninety (90) days. If I fail to respond to FedLink Wireless's address verification attempts within thirty (30) days, my FedLink Wireless Lifeline service may be terminated.

☐ (10) FedLink Wireless has explained to me that I am required each year to re-certify my continued eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my FedLink Wireless Lifeline service.

☐ (11) I authorize and understand that the FedLink Wireless may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.

☐ (12) I understand that my name, telephone number, date of birth, and address will be divulged to the Universal Service Administrative Company (USAC)(the administrator of the program) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.

☐ (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other. I further understand that some states may impose more stringent rules including but not limited to barring me from re-enrolling in the program.

☐ (14) I authorize the company to access any records required to verify my statements on this form and to confirm my eligibility for the Lifeline program.

_____ _____
APPLICANT'S SIGNATURE DATE

Exhibit B

Sample Advertisements

Introducing FedLink's Lifeline Program

FREE Cell Phone & Minutes

NO CONTRACTS • NO CREDIT CHECK • NO FEES

You may qualify if you participate in programs like Food Stamps and Medicaid . For additional eligibility programs and to get your phone FASTER go to www.FedLinkWireless.com NOW!

FedLink Wireless, LLC • 888-943-3354

www.FedLinkWireless.com

Introducing FedLink's Lifeline Program

FREE Cell Phone & Minutes

NO CONTRACTS • NO CREDIT CHECK • NO FEES

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.

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

FedLink Wireless™

Your package plan comes with 250 anytime minutes that update each month on the customer activation date, as well as VOICEMAIL, CALLER ID and CALL WAITING at no additional cost. Check your minutes anytime or add additional minutes by calling our customer service number 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 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 will fully 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.

The eligible telecommunications carrier is FedLink Wireless, LLC. Service is currently available in the state of Louisiana.

FedLink Wireless, LLC • 888-943-3354

Www.FedLinkWireless.com

Introducing the FedLink Lifeline Program

FedLink

Wireless™

NO CONTRACT · NO CREDIT CHECK · NO FEES

FREE CELL PHONE & 250 FREE MINUTES

Your package plan comes with 250 anytime minutes that update each month on the customer activation date, as well as VOICEMAIL, CALLER ID and CALL WAITING at no additional cost.

With FedLink's Lifeline Program, you'll receive a free cell phone and 250 free minutes if you qualify for the Lifeline government assistance program. You are eligible if you receive any of the following assistance:

- Medicaid
- National School Free Lunch Program
- Low-Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance (HUD/Section 8)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Supplemental Nutrition Assistance Program (SNAP)
- Income at or below 135% of Federal Poverty Guidelines

Proof of Income or Program Participation 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.

Service available in Louisiana.

FedLink Wireless, LLC. • 888-943-3354• www.FedLinkWireless.com

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 FedLink Wireless, LLC. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. FedLink Wireless, 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 FedLink Wireless, LLC. website found at www.fedlinkwireless.com.

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

1. **ACTIVATING AND USING YOUR FEDLINK WIRELESS COMMUNICATIONS SERVICE/TELEPHONE NUMBER.**
   A FedLink Wireless handset should arrive to you in an activated or "hotlined" status. Activation may require a call to 611 to complete full activation. A FedLink Wireless telephone number is assigned to your FedLink Wireless 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 FedLink Wireless, 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 FedLink Wireless. Your handset can only be used through FedLink Wireless, and cannot be activated with any other wireless or cellular service, except where allowable by law. FedLink Wireless services are provided at FedLink Wireless's discretion.

2. **AIRTIME RATES**
   FedLink Wireless airtime is issued in unit increments. Units are deducted from the FedLink Wireless 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 FedLink Wireless handset are three (3) texts per one voice minute. FedLink Wireless reserves the right to amend this rate by updating these terms and conditions and posting them on FedLink Wireless website.

   Please note that FedLink Wireless 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 FedLink Wireless. 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 a FedLink Wireless 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 FedLink Wireless), 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 FedLink Wireless 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 a FedLink Wireless 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. FedLink Wireless will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your FedLink Wireless handset when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

5. **ADDING ADDITIONAL AIRTIME**
   Your FedLink Wireless 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. FedLink Wireless 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, FedLink Wireless may offer various plans. Currently, FedLink Wireless offers a 100 or 250 minute plan free of charge to eligible Lifeline customers. Additional minutes can be purchased at any time. 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.fedlinkwireless.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.

Additional minutes offered by FedLink Wireless can be purchased 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 FedLink Wireless and their underlying carrier. If you successfully access these features (not authorized by FedLink Wireless), 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 FedLink Wireless handset are non-refundable.

9. AIRTIME USAGE

Airtime minutes will be deducted for all time during which your FedLink Wireless 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 FedLink Wireless Customer Service. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. (Although this is unlikely to occur, FedLink Wireless 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 FedLink Wireless 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 FedLink Wireless handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

11. UNAUTHORIZED USAGE; TAMPERING

The FedLink Wireless 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 FedLink Wireless handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with FedLink Wireless. You agree not to unlock, re-flash, tamper with or alter your FedLink Wireless handset or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your FedLink Wireless handset or the Service, or assist others in such acts, or to sell and/or export FedLink Wireless handsets outside of the United States. These acts violate FedLink Wireless rights and state and federal laws. Improper, illegal or unauthorized use of your FedLink Wireless handset is a violation of this agreement and may result in immediate discontinuation of Service and legal action. FedLink Wireless 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 FedLink Wireless 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, FedLink Wireless reserves the right to substitute and/or replace any FedLink Wireless equipment (including handsets) with other FedLink Wireless 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 FedLink Wireless 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 FedLink Wireless 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 FedLink Wireless 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. FedLink Wireless 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

FedLink Wireless 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 FedLink Wireless reserves the right to disconnect the service in its entirety.

18. LIMITATION OF LIABILITY

FedLink Wireless 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. FedLink Wireless 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 FedLink Wireless 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 FedLink Wireless handset FedLink Wireless 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 FEDLINK WIRELESS 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 FEDLINK WIRELESS' AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with FedLink Wireless, 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 FedLink Wireless from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your FedLink Wireless device, the Service and/or PIN numbers in state or federal court. References to you and FedLink Wireless 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 FedLink Wireless by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. You and FedLink Wireless 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 FedLink Wireless 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 FedLink Wireless. 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 FedLink Wireless and you agree otherwise, the location of any arbitration shall be Ocala, Florida. Except where prohibited by law, FedLink Wireless 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 FedLink Wireless 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

FedLink Wireless will not provide your number to any Third Party advertising agency except where authorized by the customer. FedLink Wireless 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. FedLink Wireless takes CPNI very seriously and takes multiple steps to avoid any perceived violation of Customer Proprietary Information. To view the FedLink Wireless Privacy Policy reference FedLink Wireless' website found at www.fedlinkwireless.com.

Exhibit D

Key Management Resumes

6300 Trotman Road
Montgomery, Alabama 36116

Office: 334-281-1199
Fax: 334-613-0004

Thomas R. Adair

Objective

Establish ability to operate/maintain successful Wireless and Landline Telephone CLECs.

Experience

1998-Present Fast Phones, Inc. Montgomery, AL

President/Owner

- Raised capitol to start up company in 1997.
- Incorporated business in 1998.
- Pushed sales to over 4 million in 5 years.
- Successfully manage 25+ employees in call center to support customer service: including billing, repair issues and processing/installation questions.
- Developed agent base of over 100 locations in Alabama and Mississippi, to accept customer payments.
- Received Approval from Mississippi Public Service Commission in 2002.
- Expanded market to include the state of Mississippi
- Expanded office to over 6500 square ft facility to accommodate future growth.
- Continue to maintain customer base of 12,000+.
- 2008 received ETC certification for Federal supported lifeline program.
- Implemented lifeline program for government assisted customers.
- Received approval for all Wal Mart locations in the United States to process Fast Phones payments through electronic interface with next day posting.

1986-1998 S.C. Johnson Wax Racine, WI

Area Manager

- Resolved problems associated with clients, products and completive situations.
- Analyzed and reviewed sales data to maximize sales, orders and profits.
- Supervised and coordinated new employee training and merchandise programs with clients.

Education

1980-1986 Auburn University Auburn, AL

- B.S.B.A., Business Adminstration
- Minor in Marketing

Exhibit E

Proposed Lifeline Rate Plans

Lifeline Plan1
250 Anytime Minutes
Net cost to Lifeline customer - $0 (free)

- No rollover
- No Texting
- Free handset
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Lifeline Plan 2
100 Anytime Minutes
Net cost to Lifeline customer - $0 (free)

- 90 days rollover
- 3 texts per 1 minute of voice
- Free handset
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Additional Minutes

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