

**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: EveryCall Communications, Inc. d/b/a All American Wireless and All American  
Home Phone  
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 EveryCall Communications, Inc.'s Revised Compliance Plan, which replaces in its entirety the Company's original Compliance Plan filed May 31, 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 EveryCall Communications, Inc.

Attachments  
cc: Kyle Coats

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

In the Matter of the )  
 )  
Telecommunications Carriers Eligible for ) WC Docket No. 09-197  
Universal Service Support )  
 ) WC Docket No. 11-42  
Lifeline and Link Up Reform and Modernization )  
 )  
EveryCall Communications, Inc. )  
d/b/a All American Wireless and )  
All American Home Phone )  
Compliance Plan )

**EVERYCALL COMMUNICATIONS, INC.'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](mailto:lsteinhart@telecomcounsel.com)

*Attorney for EveryCall Communications, Inc.*

September 4, 2012

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**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
	)	
EveryCall Communications, Inc. d/b/a All American Wireless and All American Home Phone Compliance Plan	)	

**EVERYCALL COMMUNICATIONS, INC.’S REVISED COMPLIANCE PLAN**

**I. INTRODUCTION**

EveryCall Communications, Inc. d/b/a All American Wireless and All American Home Phone and Local USA (“EveryCall” or the “Company”) is a 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 forbore from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.<sup>1</sup> EveryCall 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

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<sup>1</sup> *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*”).

will take to implement the conditions of forbearance outlined in the *Order*.<sup>2</sup> This Revised Compliance Plan replaces in its entirety EveryCall's original Compliance Plan filed on May 31, 2012. Given the severe economic environment that is forcing many low-income customers to forego wireless service, EveryCall respectfully requests expeditious approval of this plan so that the Company, upon designation as an ETC, may quickly deploy much-needed Lifeline services to qualified low-income customers.

## II. BACKGROUND

EveryCall is a Louisiana Corporation and has been in business since 1997.<sup>3</sup> The Company provides wireless and wireline telecommunications services. The Company operates its wireless business as All American Wireless and its wireline business as All American Home Phone and Local USA. EveryCall currently serves a total of 6,622 active customers, including 5,362 Lifeline customers and 1,260 retail (non-Lifeline) customers.

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:<sup>4</sup>

(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,

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<sup>2</sup> 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 the 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.

<sup>3</sup> EveryCall was incorporated in the State of Louisiana on November 20, 1997.

<sup>4</sup> See *Order* at ¶¶ 368, 373 and 379.

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. EVERYCALL WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER**

EveryCall 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.<sup>5</sup>

#### **A. Access to 911 and E911 Services**

In the *Order*, the Commission requires EveryCall to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.<sup>6</sup> The Commission and consumers are hereby assured that all EveryCall 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 EveryCall 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 EveryCall providing only E911-compliant handsets to its Lifeline customers.<sup>7</sup> EveryCall will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing EveryCall customer does not have an E911-compliant handset, the Company will replace it with a 911/E911-compliant handset at no charge to the customer. Any new

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<sup>5</sup> 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.

<sup>6</sup> See *Order* at ¶ 373.

<sup>7</sup> See *id.*

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**

EveryCall 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, EveryCall will rely on the state identification or database.<sup>8</sup> In instances where EveryCall 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**

EveryCall 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 living together at the same address as one economic unit.”<sup>9</sup> Upon receiving an application for Lifeline support, EveryCall will check the National Lifeline Accountability Database (“NLAD”), once in place, to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. EveryCall 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 EveryCall determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, EveryCall 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, EveryCall will require applicants to complete and submit to the Company USAC’s one-per-household template, which

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<sup>8</sup> See *Order* at ¶ 98.

<sup>9</sup> See *Order* at ¶ 74.

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).<sup>10</sup> EveryCall 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,<sup>11</sup> EveryCall 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 different (which may include a P.O. Box or General Delivery address).<sup>12</sup> EveryCall will inquire on its certification forms whether or not the applicant's address is a temporary one.<sup>13</sup> If and when the 90-day verification rules become effective, EveryCall will notify the consumer that if they have a temporary address, 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 EveryCall's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.<sup>14</sup> Also on its certification forms, EveryCall will explain that if the subscriber moves, they must provide their new address to the Company within 30 days

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<sup>10</sup> See Order at ¶ 78.

<sup>11</sup> See Exhibit A. The draft form remains subject to change, but substantially reflects the content of the Company's application.

<sup>12</sup> See Order at ¶ 85.

<sup>13</sup> See Order at ¶ 89.

<sup>14</sup> See *id.* As of the date of filing of this Compliance Plan, this requirement has not been approved pursuant to the Paperwork Reduction Act.

of moving.<sup>15</sup> If the subscriber has moved, EveryCall will update the NLAD, once in place, with the information within 10 business days of receipt of the information.<sup>16</sup>

As detailed below, EveryCall'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. EveryCall's application form will identify that it is a "Lifeline" application. EveryCall 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.

EveryCall'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. EveryCall'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

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<sup>15</sup> See *Order* at ¶ 85.

<sup>16</sup> See *id.*

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.

EveryCall 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.<sup>17</sup>

Enrollment in person. The Company will primarily enroll Lifeline applicants in person at its retail locations. When a prospective customer applies, Company employees (“personnel”) will ask to see a government issued ID and will validate the address via a USPS/Melissa Database. The Company will check the National Lifeline Accountability Database, once it is available; until that time, the Company will input the name/address combination into the BeQuick software database which queries the CGM, LLC’s aggregate duplicate database (see section III.D below) to confirm that the applicant is not already receiving a Lifeline subsidy from EveryCall or any other CGM client that has agreed to share their data. If the applicant is already in the database, an error message appears and the Company is unable to proceed with the order. If the customer indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC’s one-per-household template as well. In cases where an eligibility database exists, personnel will query the database to determine eligibility. 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

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<sup>17</sup> See Order at ¶ 168.

federal poverty guidelines. EveryCall's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by Company personnel 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) and a unique identifier (last 3 digits of document ID). Eligibility documents are returned to the customer after review. Finally, EveryCall personnel will verbally review all certifications and disclosures with the applicant before they sign the application form, making sure the applicant verbally acknowledges each required certification before moving on to the next. Upon successful completion of the certification process, the customer is allowed to receive their free phone in person. In instances where eligibility databases cannot be accessed in real-time, EveryCall will mail the phone to eligible customers once verification of eligibility is complete. Phones are mailed non-activated and the customer's account must be activated upon the customer's authorization and actual use of the phone. Instructions on how to activate the customer's phone and Lifeline account are mailed with the phone. Customers will call customer service and be required to confirm the last four (4) digits of their SSN before the phone and corresponding Lifeline account is activated.

EveryCall may also enroll customers at Company events, in which case the protocol for signing up customers closely resembles the process at the Company's retail locations. Typical events include renting booths at local flea markets or community festivals and collaborating with apartment complexes to hold pre-scheduled appearances. The Company estimates that approximately 90% of in person enrollment will be through their retail locations and the remaining 10% of in person enrollment will be through these Company events. These events and appearances will be staffed by Company employees. Company employees 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. Upon successful completion of the certification process, the customer is allowed to receive their free phone in person. In instances where eligibility databases cannot be accessed in real-time, EveryCall will mail the phone to eligible customers once verification of eligibility is complete. As detailed above, non-activated phones are delivered upon successful completion of the certification process and the customer's account is activated upon the customer's authorization and actual use of the phone.

Enrollment by phone. With respect to those enrolling via the phone, Company personnel are 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. If the applicant indicates on the application form that their address is a multi-household residence, personnel will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, personnel will advise the applicant that they are required to provide proof of identity 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 the Company receives copies of the applicant's proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the "Office Use Only" section of the

application form, which must be completely filled out and signed by personnel 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) and a unique identifier (last 3 digits of document ID). EveryCall will destroy copies of proof documentation and deliver phones to eligible customers by mail. As detailed above, non-activated phones are delivered upon successful completion of the certification process and the customer's account is activated upon the customer's authorization and actual use of the phone.

Enrollment online. When enrolling via the Internet, prospective customers will be able to fill out an application form online and sign electronically. EveryCall will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.<sup>18</sup> 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 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 the Company receives copies of the applicant's proof documentation and government-issued ID, at which point Company personnel will review the documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed by personnel in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of

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<sup>18</sup> See *Order* at ¶ 123.

documentation (i.e. Food Stamps) and a unique identifier (last 3 digits of document ID). EveryCall will destroy copies of proof documentation and deliver phones to eligible customers by mail. As detailed above, non-activated phones are delivered upon successful completion of the certification process and the customer's account is activated upon the customer's authorization and actual use of the phone.

EveryCall 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, EveryCall will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.<sup>19</sup> If a database is used to establish eligibility, EveryCall will not require documentation of the consumer's participation in a qualifying federal program; instead, EveryCall or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline.<sup>20</sup> 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 EveryCall to check electronic databases for eligibility, EveryCall will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.<sup>21</sup> EveryCall 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.<sup>22</sup> EveryCall understands that it may permit agents or representatives to review

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<sup>19</sup> See Order at ¶ 97.

<sup>20</sup> See Order at ¶ 98.

<sup>21</sup> See Order at ¶ 99.

<sup>22</sup> See Order at ¶ 101.

documentation of consumer program eligibility for Lifeline, and in such cases EveryCall remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.<sup>23</sup>

EveryCall 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 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 the ability of employees, agents, or representatives to explain each item contained therein and answer any customer questions.

### **3. Annual Re-Certification**

EveryCall 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.<sup>24</sup> By December 31, 2012, EveryCall 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.<sup>25</sup> 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. EveryCall will obtain a signed certification from the subscriber that meets the certification requirements of 47

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<sup>23</sup> See *Order* at ¶ 110.

<sup>24</sup> See *Order* at ¶ 130.

<sup>25</sup> See *id.*

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. EveryCall 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.<sup>26</sup>

Alternatively, where a database containing consumer eligibility data is available, EveryCall (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, EveryCall will contact the subscriber every year during the annual certification process to obtain a valid address.<sup>27</sup> After 2012, EveryCall 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.<sup>28</sup>

EveryCall 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 EveryCall'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

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<sup>26</sup> See Order at ¶ 132.

<sup>27</sup> See Order at ¶ 131.

<sup>28</sup> See Order at ¶ 133.

(2) that the Company is in compliance with all federal Lifeline certification procedures.<sup>29</sup>

**D. Other Reforms to Eliminate Waste, Fraud and Abuse**

EveryCall 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.

EveryCall 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, EveryCall ensures that it does not over-request from support funds.

As detailed in section III.C.2, EveryCall first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, EveryCall 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, EveryCall verifies that the applicant is eligible to receive the Lifeline subsidy. To do

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<sup>29</sup> See Order at ¶ 126-27.

this, EveryCall checks any available eligibility database. If one is not available, the applicant is required to provide proof of eligibility. This prevents ineligible applicants from receiving the subsidy.

EveryCall validates the applicant's address via a USPS/Melissa Database to ensure the address is correct. The Company will check the NLAD, once it is available; until that time, the Company will dip the name/address combination into CGM's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from EveryCall or any other CGM client that has agreed to share their data. This is done through an API connection between the Company's provisioning platform and CGM. This prompts the representative to detail the one-per-household rule with the applicant.

#### **1. National Lifeline Accountability Database**

EveryCall will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, EveryCall will provide to the NLAD 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.<sup>30</sup> EveryCall will provide the information listed above for existing subscribers within 60 days of Commission notice that the NLAD is capable of accepting subscriber information.<sup>31</sup>

Furthermore, on its certification form, EveryCall 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

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<sup>30</sup> See *Order* at ¶ 189.

<sup>31</sup> See *Order* at ¶ 190.

than one Lifeline benefit.<sup>32</sup>

Within 30 days following Commission notice that the NLAD is capable of accepting queries, EveryCall will query the NLAD 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.<sup>33</sup>

## **2. Subscriber Usage**

EveryCall 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, EveryCall will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.<sup>34</sup> EveryCall 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.<sup>35</sup> 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.<sup>36</sup> EveryCall 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 the Company's subsidy data to prevent a subsidy request for customers that are inactive

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<sup>32</sup> See Order, Appendix C.

<sup>33</sup> See Order at ¶ 203.

<sup>34</sup> See Order at ¶ 257.

<sup>35</sup> See *id.*

<sup>36</sup> See Order at ¶ 261.

under the Company's non-usage policy.<sup>37</sup> After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. EveryCall will 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.<sup>38</sup>

### **3. Marketing & Outreach**

EveryCall 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. EveryCall will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:<sup>39</sup> (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. EveryCall's website and printed collateral will explain the documentation necessary for enrollment, and the details of EveryCall'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.<sup>40</sup> 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, EveryCall will include the URL link

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<sup>37</sup> CGM, LLC is currently the Company's third party contractor.

<sup>38</sup> See *Order* at ¶ 262. 911 transmissions will actually be performed by the Company's underlying facilities-based CMRS provider.

<sup>39</sup> See Exhibit B for a sample advertisement. 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.

<sup>40</sup> See *Order* at ¶ 275.

for its website where disclosures will be listed. Additionally, EveryCall will disclose the company name under which it does business.<sup>41</sup>

#### **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 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.<sup>42</sup> EveryCall 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.<sup>43</sup>

#### **E. De-Enrollment**

If at any time an EveryCall Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. EveryCall Lifeline customers simply call the Company, via 611 or the toll-free customer service number, and they can speak to a live operator to de-enroll from EveryCall's Lifeline program. EveryCall 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

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<sup>41</sup> *See id.*

<sup>42</sup> *See Order* at ¶ 291.

<sup>43</sup> *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.

process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).<sup>44</sup>

If a customer does not respond to the Company's annual verification survey within 30 days, or if EveryCall 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 he or she is ineligible for Lifeline), EveryCall 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.<sup>45</sup> Similarly, EveryCall will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.<sup>46</sup>

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,<sup>47</sup> EveryCall 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. EveryCall 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. EveryCall 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. EveryCall 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

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<sup>44</sup> See Order at ¶ 122.

<sup>45</sup> See *id.* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

<sup>46</sup> See Order at ¶ 89.

<sup>47</sup> See Order at ¶ 214-16.

USAC.<sup>48</sup>

## **F. Additional Rule Amendments**

### **1. Terms and Conditions of Service**

EveryCall 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 [www.allamericanwireless.com](http://www.allamericanwireless.com). The terms and conditions of the Company's retail plans, as generally available to the public and to which a Lifeline customer can apply their Lifeline discount, can also be found at [www.allamericanwireless.com](http://www.allamericanwireless.com).

### **2. Reporting Requirements**

EveryCall 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.<sup>49</sup>

### **3. Reimbursement from USAC**

In seeking reimbursement for Lifeline, EveryCall will comply with the requirements of

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<sup>48</sup> See Order at ¶ 257.

<sup>49</sup> 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."

C.F.R. § 54.407, as revised by the *Order*.<sup>50</sup> EveryCall will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,<sup>51</sup> and the Company will seek reimbursement for actual lines served, not projected lines.<sup>52</sup>

#### **4. Section 54.202 Certifications**

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

#### **IV. COMPANY INFORMATION**

EveryCall is a Louisiana Corporation. Its principal office is located at 4315 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70809. The Company owns and operates its own switching facilities in Baton Rouge, LA. These switching facilities are used to provide access to directory assistance and operator services. The switching facilities are also used to provide access to some interexchange services for the routing of certain domestic and all non-domestic calls.

EveryCall offers its Lifeline service to consumers by using the network of its underlying carrier, currently Sprint Spectrum L.P. (“Sprint”). Sprint is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like EveryCall. EveryCall obtains from Sprint, via Cintex, the network infrastructure and transmission facilities to allow EveryCall to operate as a Mobile Virtual Network Operator (“MVNO”).

EveryCall has been providing both wireless and wireline telecommunications service for nearly 15 years. EveryCall is designated as an ETC in Louisiana and Arkansas for its wireless

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<sup>50</sup> See *Order* page 221.

<sup>51</sup> See *Order* at ¶ 128.

<sup>52</sup> See *Order* at ¶ 302.

service and in Louisiana, Arkansas, Mississippi, Alabama, South Carolina, North Carolina, Kentucky, Georgia, Tennessee, and Texas for its wireline service. The Company currently provides service to a total of 6,622 active customers, including 5,362 Lifeline customers and 1,260 retail customers.

**A. Names and Identifiers**

The Company's legal name is EVERYCALL COMMUNICATIONS, INC. d/b/a All American Wireless and All American Home Phone and Local USA. EveryCall does not have any holding companies, operating companies. Affiliates include Everycall Acquisitions LLC, LocalSearchUSA LLC, a search engine optimization and social media service provider, and Netsavers Inc., a domain registration service provider. The Company identifies itself as EveryCall, All American Wireless, All American Home Phone, or Local USA on its marketing and advertising materials. The Company uses d/b/a All American Wireless for wireless services and d/b/a All American Home Phone or d/b/a Local USA for wireline services.

**B. Financial and Technical Capability**

EveryCall is financially and technically capable of providing Lifeline-supported services.<sup>53</sup> EveryCall has been in business since 1997 and provides service to both Lifeline and retail customers. The Company currently derives the majority of its revenue from selling low-cost telephone service in Louisiana, Mississippi, South Carolina, North Carolina, Alabama, Kentucky, Georgia, Tennessee, Texas, and Florida. EveryCall has not been subject to enforcement action or ETC revocation proceedings in any state. EveryCall is financially able to provide Lifeline-supported services and does not and will not rely exclusively on USF disbursements to operate. The Company will continue to rely on its successful business model and service offerings to sustain and grow its business, independent of USF disbursements. Furthermore,

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<sup>53</sup> See Order at ¶ 387.

the senior management of EveryCall has great depth in the telecommunications industry with over 80 years of combined experience and offers extensive telecommunications business technical and managerial expertise to the Company.<sup>54</sup> EveryCall will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

### **C. Lifeline Offering**

EveryCall 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.<sup>55</sup> EveryCall currently offers its Lifeline service (either wireless or wireline) in Louisiana, Arkansas, Mississippi, Alabama, South Carolina, North Carolina, Kentucky, Georgia, Tennessee, and Texas. As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide customers with the option to choose between three (3) Lifeline plans that best meets their needs.<sup>56</sup>

EveryCall's Lifeline Basic 100 Service offering provides Lifeline customers with 100 anytime voice or text minutes per month, at no charge (after the federal Lifeline credit). EveryCall's Lifeline Basic 250 Service offering provides Lifeline customers with 250 anytime voice minutes per month, at no charge (after the federal Lifeline credit). Lifeline customers can purchase additional bundles of minutes. Additional minutes will be loaded electronically. Customers can purchase extra minutes in the following increments and prices:

<b>Additional Minutes for Basic Service</b>	<b>Price</b>
50 minutes	\$7.00
100 minutes	\$9.00
200 minutes	\$16.00
300 minutes	\$21.00
500 minutes	\$30.00

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<sup>54</sup> See Exhibit D for key management resumes.

<sup>55</sup> The Company 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). The Company commits to pass through the entire Lifeline subsidy amount directly to the consumer.

<sup>56</sup> The Company may alter its Lifeline offering as necessary on a state-by-state basis, particularly as required by state public utility commissions.

EveryCall's Lifeline MAX Voice & Text offering provides Lifeline subscribers with 6000 anytime voice minutes, 3000 text messages, and 150 MB data usage for a discount off of the Company's retail price of \$60.00 per month. The discount is equal to the federal Lifeline subsidy. EveryCall does not impose credit checks or service contracts on its wireless customers. Customers are not bound by a local calling area requirement; all of EveryCall's plans come with domestic long distance at no extra per minute charge. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. All EveryCall handsets are E911 compliant.

V. **CONCLUSION**

EveryCall submits that this 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, EveryCall respectfully requests that the Commission expeditiously approve its Compliance Plan, as revised, 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,

**EveryCall Communications, Inc.**

/s/ Lance J.M. Steinhart

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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)  
[lsteinhart@telecomcounsel.com](mailto:lsteinhart@telecomcounsel.com) (Email)

*Attorney for EveryCall Communications, Inc.*

Dated: September 4, 2012

**Exhibit A**

Sample Lifeline Certification Form



1-877-974-9000  
www.allamericanwireless.com

For Office Use Only: Customer A/C # \_\_\_\_\_  
ID: \_\_\_\_\_ Verified by: \_\_\_\_\_

# Lifeline Assistance – Certification Form



## SECTION 1 — APPLICANT (PICTURE ID REQUIRED)

Name: \_\_\_\_\_  
(First) (Middle) (Last)

Street Address (Not a P.O. Box): \_\_\_\_\_

Apt.#: \_\_\_\_\_ City: \_\_\_\_\_ State: LA Zip Code: \_\_\_\_\_

Is this a temporary  or permanent  address? (check one)

Billing Address (If different): \_\_\_\_\_

Apt.#: \_\_\_\_\_ City: \_\_\_\_\_ State: LA Zip Code: \_\_\_\_\_

Phone # where you can be reached to discuss this application: ( \_\_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security # (last 4 digits only) : \_\_\_\_\_

I currently receive, or a member of my household currently receives, Lifeline assistance at the current address for either a landline or wireless service. (for instance, Affordable Phone, Assurance Wireless, AT&T, Budget Mobile, Budget Phone, New Phone, Reach Out Wireless, Safelink, or any similar provider).

No  Yes (you are not eligible for Lifeline assistance. Limit one per household)

I am age 18 years or older; and, I am head of the household.

Yes  No (you are not eligible for Lifeline or Link Up assistance. Recipient must be over 18 and head of the household.)

## SECTION 2 — DISCLOSURES (CHECK ALL THAT APPLY)

### The service for which the consumer is applying is a Lifeline service:

- Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program;
- Only one Lifeline service is available 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 expenses;
- A household is not permitted to receive Lifeline benefits from multiple providers;
- Violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and
- Only eligible consumers may enroll in the Lifeline program;
- Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.
- Lifeline service must be personally activated by the applicant/subscriber.
- The service will be deactivated and the subscriber de-enrolled if the subscriber does not use the service for 60 days.

### I AM CURRENTLY ELIGIBLE TO RECEIVE BENEFITS FROM ONE OR MORE OF THE FOLLOWING PUBLIC ASSISTANCE PROGRAM(S)(PROOF OF PARTICIPATION IN ELGIBLE PROGRAM IS REQUIRED):

- |   |  |
|---|--|
| <input type="checkbox"/> Food Stamps  | <input type="checkbox"/> Temporary Assistance for Needy Families (TANF)          |
| <input type="checkbox"/> Medicaid (not Medicare)  | <input type="checkbox"/> Federal Public Housing Assistance (Including section 8) |
| <input type="checkbox"/> Supplemental Security Income (SSI)   | <input type="checkbox"/> Low Income Home Energy Assistance (LIHEAP)              |
| <input type="checkbox"/> National School Lunch Program's free lunch program (must qualify for free lunch) |  |

OR  My total household income is at or below 135% of the Federal Poverty Guidelines. (Guidelines are on page 2 of this form.)

How many people are in your household? \_\_\_\_\_

### IF YOU QUALIFY BASED ON TOTAL HOUSEHOLD INCOME, YOU MUST PROVIDE COPIES OF ONE OR MORE OF THE DOCUMENTS LISTED BELOW:

- |  |  |
|--|--|
| <input type="checkbox"/> Prior year's state or Federal tax return    | <input type="checkbox"/> Divorce Decree or Child Support Documents                 |
| <input type="checkbox"/> Social Security Benefits Statements         | <input type="checkbox"/> Unemployment / Workers Compensation Benefits Statements   |
| <input type="checkbox"/> Veterans Administration Benefits Statements | <input type="checkbox"/> Current Income Statements from Employer or Paycheck Stubs |
| <input type="checkbox"/> Retirement / Pension Benefit Statements     |  |

IF YOU PROVIDE DOCUMENTATION THAT DOES NOT COVER A FULL YEAR (SUCH AS CURRENT PAYCHECK STUBS), YOU MUST SUBMIT THREE (3) CONSECUTIVE MONTHS WORTH OF THE SAME TYPE OF DOCUMENT WITHIN THE CURRENT CALENDAR YEAR.

**Customer Service 1-877-974-9000**  
**www.allamericanwireless.com**

This certificate is good for one year from date of signing. The certificate must be updated annually for continued Lifeline participation.

EveryCall Communications, Inc., dba All American Wireless. Certain restrictions apply. Phone models vary by availability. Service not available in all areas. Copyright 2012. All rights reserved.



# Lifeline Assistance – Certification Form Continued

## SECTION 3 - ELIGIBILITY FOR LIFELINE ASSISTANCE

**I certify, under penalty of perjury:**

• That I am a current recipient of the above program(s) and will notify my local telephone company when I am no longer participating in any of the above-designated program(s).

I give permission to the duly authorized official(s) administering the above programs to provide to All American Wireless my participation status in any of the above program(s).

I give this permission on the condition that the information in this form and any information about my participation in the above programs provided by officials be maintained by the company as confidential customer account information.

• I certify that I do not, nor does any member of my household, receive Lifeline benefits at this household or residence for either wireless service or landline service.

• I am not listed as a dependent on another person's tax return (unless over the age of 60).

• The address listed is my primary residence, not a second home or business.

• I will contact All American Wireless if I am no longer eligible for Lifeline benefits, or, if I change my address.

• I am at least 18 years of age; and, I am the head of the household.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## SECTION 4 CERTIFICATION AND AGREEMENT

**Please read and acknowledge that you agree by initializing after each statement below and providing your signature.**

\_\_\_\_\_ I meet the income-based or program based eligibility criteria for receiving Lifeline.

\_\_\_\_\_ My household will receive only one Lifeline service, and to the best of my knowledge, my household is not already receiving a Lifeline service.

\_\_\_\_\_ I understand that violation of the one per household requirement constitutes a violation of the Commission's rules and will result in my de-enrollment from the program and may be punished by fine or imprisonment.

\_\_\_\_\_ I will notify EveryCall Communications, Inc. dba All American Wireless within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline, including if I no longer meet the income based or program based criteria for receiving Lifeline support or if I am receiving more than one Lifeline benefit or another member of my household is receiving a Lifeline benefit.

\_\_\_\_\_ I will notify EveryCall within 30 days if my home address changes and provide the new address. I understand that failure to provide such notification may result in de-enrollment from the program.

\_\_\_\_\_ The information contained in my application is true and correct to the best of my knowledge. I acknowledge that providing false or fraudulent documentation in order to demonstrate eligibility for the Lifeline program is punishable by fine or imprisonment.

\_\_\_\_\_ I acknowledge that Lifeline is a Federal government program and that only qualified persons may participate in the program.

\_\_\_\_\_ I will not transfer my service to any other individual, including another eligible, low income consumer.

\_\_\_\_\_ I understand that I will be required to re-certify my continued eligibility for Lifeline at least annually and my failure to re-certify my continued eligibility will result in de-enrollment and termination of my Lifeline benefits.

\_\_\_\_\_ I authorize EveryCall Communications, Inc. dba All American Wireless to access any records required to verify my eligibility for Lifeline service and to release any of my records required for the administration for the Lifeline program. (For prepaid customers only)

\_\_\_\_\_ I authorized EveryCall Communications, Inc. dba All American Wireless to contact me by interactive voice response or other means to notify me of annual Lifeline re-verification and the company's 60 day non-usage reminder. (For prepaid customers only)

\_\_\_\_\_ I certify that I live in an area designated as "Tribal Land". (NOTE: only initial this box if you live on tribal land.)

\_\_\_\_\_ I am at least 18 years of age.

\_\_\_\_\_ I am the head of the household.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Note: Please bring the completed Self-Certification form to one of our retail stores. We do not mail out wireless phones. You must pick up your phone in person. Bring your Driver's License and Proof of Eligibility (such as your Food Stamps card, called SNAP in Louisiana).

<b>135% OF THE FEDERAL POVERTY GUIDELINES</b>	
<b>Persons in Family or Household</b>	<b>48 Contiguous States and D.C.</b>
1	\$14,621
2	\$19,670
3	\$24,719
4	\$29,768
5	\$34,817
6	\$39,866
7	\$44,915
8	\$49,964
For Each Additional Person Add	\$5,049



## All American Wireless Lifeline Details

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**Lifeline is a government assistance program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.**

**Lifeline subscribers are entitled to E911 handsets. If you believe that your handset previously given to you by All American Wireless is not an E911 handset, All American Wireless will replace, at no additional cost to the customer, your handset with an E911 handset.**

### **1. Overview:**

Lifeline is a government subsidy program that, if you qualify, will pay up to \$13.50 of your monthly phone bill for either one wireless or landline phone service (but not both) per eligible household. The All American Wireless program, subsidized by Lifeline, provides a free 100 minutes per month to qualifying participants. You can go to our website to see details, and, rates for any additional minutes you may want to purchase. Our website is [www.allamericanwireless.com](http://www.allamericanwireless.com)

### **2. To Qualify:**

To qualify for Lifeline, you must self-certify that you participate in at least one qualifying government assistance program (list of programs varies by state, and, are listed on the Sign Up form) and you must present proof of your participation in the qualifying program (for instance, you could present your food stamps card, called a SNAP card in Louisiana, or, you could present other documentation of your participation in one of the other qualifying programs).

OR

To qualify for Lifeline, you must provide evidence that your household income is below 135% of the U.S. Poverty Rate (ask customer service representative to see Chart).

### **3. Lifeline - Limit One Monthly Benefit Per Qualifying Household**

Only one Lifeline benefit for either landline or wireless phone service (but not both) is allowed per household. If you or anyone in your household currently already receives a Lifeline benefit on either landline or wireless phone service, you do not qualify for Lifeline subsidized service with All American Wireless.

Examples of companies from which you may already be receiving a Lifeline subsidy include, but are not limited to: Affordable Phone Service, Assurance Wireless, AT&T, Budget Mobile, Budget Phone, New Phone, Reach Out Wireless, Safelink Wireless, or any similar provider.

#### **4. Age and Head of Household**

You must be at least 18 years of age or older to qualify for the Lifeline or program. Also you must be the head of your household to qualify for the Lifeline or program. If you are not over 18 or if you are not the head of your household, you do not qualify for the Lifeline program through All American Wireless.

#### **5. Notify Us If You are No Longer Eligible**

Once you are on the monthly Lifeline subsidy through All American Wireless, if, at any time, you become ineligible (for instance, if you no longer participate in a federal assistance program), you must contact All American Wireless to withdraw from the government program. You may keep your service, at your option. However, if you keep your service, the government will no longer subsidize the service.

#### **6. Annual Renewal**

We are required to obtain from you annual re-certification of your Lifeline eligibility. Your self-certification form is good for one year and must be updated annually for continued participation in the Lifeline program.

#### **7. Program Benefits are Not Transferrable**

Your Lifeline benefits are provided specifically for you and your household. You are not allowed to give away (or sell) your Lifeline subsidized handset or minutes.

#### **8. Sixty Day Rule**

You must use your wireless Lifeline phone at least once every sixty days (for instance, by placing a phone call or a text message). If you do not use your wireless phone in a sixty day period, your lifeline benefit will be terminated.

If you have any questions, please ask the Customer Service representative at one of our stores, or, call 1-877-974-9000.

The Lifeline government assistance programs is valuable to many citizens. Let's make it work for everyone by following these rules!

Thanks,

The Team at All American Wireless  
www.allamericanwireless.com  
1-877-974-9000

## **Exhibit B**

Sample Advertisements



# ALL AMERICAN WIRELESS LIFELINE PLAN

**NOTE: BY LAW, THE LIFELINE PROGRAM IS ONLY AVAILABLE FOR ONE PHONE PER HOUSEHOLD.**

- **\$30.00 Wireless Phone**
- **FREE Monthly Minutes** **100 MINUTES PER MONTH**
- **FREE Text Messaging** **NO ROLLOVER**

*Lifeline is a government assistance program and consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.*

*Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person.*

Only persons who are eligible may participate. Documentation supporting income eligibility or participation in a qualified government program will be required.

Only one Lifeline benefit for either landline or wireless phone service (but not both) is allowed per household.

**1-877-974-9000**  
**4315 Bluebonnet Blvd., Suite A**

[www.allamericanwireless.com](http://www.allamericanwireless.com)



## **Exhibit C**

### Lifeline Terms and Conditions

**EVERYCALL COMMUNICATIONS, INC. D/B/A ALL AMERICAN WIRELESS  
TERMS AND CONDITIONS OF SERVICE**

**1. All American Wireless.** In this document, “we,” “us,” and “our” refer to EveryCall Communications, Inc. d/b/a All American Wireless; “you,” “your,” “customer,” and “user” refer to an account holder or user of our Service; “Device” or “Devices” means any phone, device, accessory, or other product that we provide you, sell you, or that is active on your account; and “Service” or “Services” means our offers, rates, or service plans. For any questions, please call Customer Service at 1-877-974-9000.

**2. General.** This Agreement is the contract under which we provide and you accept all our Services or Devices, including but not limited to your prepaid and/or postpaid wireless Services. This Agreement hereby incorporates by reference the terms associated with the Service you select and all additional or updated terms at [www.allamericanwireless.com](http://www.allamericanwireless.com). **YOU ACCEPT THIS AGREEMENT WHEN YOU: (A) ATTEMPT TO, OR IN ANY WAY USE, THE SERVICES, (B) PAY FOR ANY SERVICES, OR (C) ACCEPT THE SERVICES THROUGH ANY PRINTED, ORAL, OR ELECTRONIC STATEMENT. BY USING THE SERVICES, YOU REPRESENT THAT YOU HAVE THE LEGAL CAPACITY TO ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY TERMS IN THIS AGREEMENT, DO NOT USE THE SERVICES.**

**3. Using Our Services.** You agree not to use our Services in any unlawful, fraudulent, or abusive manner. You may not resell or lease our Services to anyone without our prior written approval. We may, without notice, limit, suspend, or end your Service as follows: for postpaid Service, if you (a) pay late more than once in any 12 month period, (b) incur charges larger than a required deposit or billing limit (even if we have not yet billed the charges), (c) provide unverifiable credit information, or (d) become insolvent or go bankrupt; or, for prepaid Service, if you (a) fail to maintain a positive account balance; and, in general, if you (a) breach this Agreement, (b) make a misrepresentation to us, (c) “spam” or abusively message or call, (d) modify your Device from its manufacturer's specifications, (e) use the Services in a way that adversely affects our network or other customers, (f) allow anyone to tamper with your Device, or (g) harass our employees or agents. We may terminate your Services at any time by providing you prior notice. We may also temporarily limit your access to the Services for any operational or governmental reason. We are not responsible for any opinions, advice, statements, applications, or other information provided by third parties and obtained through our Services, including the Internet. You are responsible for any use of the Services through any Device on your account including, but not limited to, use by minors. You acknowledge that the Services are provided through the nationwide wireless network of an underlying service provider.

**4. Activating Prepaid Service.** Prepaid Service is active at the time of your purchase of a prepaid Device. You must maintain a positive account balance on your All American Wireless phone in order to keep your account active. Depending on the type of plan you choose to activate on your phone, terms and conditions may vary. For plan details, consult the applicable plan or visit [www.allamericanwireless.com](http://www.allamericanwireless.com).

**5. Activating Postpaid Service.** For postpaid Service, you must maintain satisfactory credit according to our standards and policies. Before we activate your account, you authorize us to obtain information about your credit history from credit-reporting agencies, whether you ultimately procure Service from us or not. You understand that a credit check could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies. We may withdraw, change, or place limits on the use of our Services at any time. We may also charge a nonrefundable activation fee, deposit, prepayment, or other fee to establish and/or maintain Service. Depending on the type of plan you choose to activate on your phone, terms and conditions may vary.

**6. Lost or Stolen Equipment.** Upon your acceptance of your Device, all risk of loss, damage, theft, or destruction of your Device is borne by you. Call Customer Service immediately if your Device is lost or stolen because you may be responsible for usage charges before you notify us of the alleged loss. Once you notify us, we will suspend your Service. Even if your Device is lost or stolen, you must fulfill the remainder of your term or the early termination fee may apply. We will not credit or refund any account balance if you choose to terminate Services as a result of loss or theft of your Device. You agree to cooperate with us in investigating suspected unlawful or fraudulent use.

**7. Coverage.** Coverage is not available everywhere. Our coverage maps approximate our anticipated wireless coverage area and are available at [www.allamericanwireless.com](http://www.allamericanwireless.com). The map includes coverage on the network as well as coverage we make available to you through agreements with other carriers ("off network" or "roaming"). There are gaps in our coverage that, along with circumstances beyond our control (e.g. network capacity, interference from buildings and other structures, terrain and weather), may impact availability and quality of our Services.

**8. Roaming.** Roaming is not available with prepaid Services. Roaming coverage is only available with certain Devices on the postpaid plan and will result in additional charges. Roaming charges will vary based on the caller's location when the call is initiated. Your Device will generally indicate when you are roaming. Depending on your phone settings, you may automatically roam if there is a gap or interruption in coverage within the network coverage area. We may terminate or suspend your Service if your minutes of use while roaming are excessive or abnormally high. When roaming, international calling and certain features and services (including voicemail, call waiting, call forwarding, etc.) may not be available.

**9. International Roaming.** International roaming is not available with prepaid Services. International roaming is available with postpaid plans only upon activation through customer service and only on compatible international-capable Devices.

**10. Changes to Postpaid Services.** For postpaid Service, changes will generally be effective at the start of your next full billing cycle. If the changes take place sooner, your bill will reflect pro-rated charges for your old and new Services. Certain changes may be conditioned upon payment of an early termination fee or other charges.

**11. Refunds and Returns.** Prepaid Service account balances are not refundable, transferable, or redeemable for cash or credit. Prepaid Devices are nonrefundable. Postpaid Services and Devices

are only refundable as provided in this section. You may cancel your Service without paying an early termination fee if you cancel within 14 days of activation (longer if required by applicable law). You remain responsible to pay for the Service and all charges, fees, and taxes incurred through the date of cancellation. To receive a refund on the purchase price of your Device (less rebates received and shipping costs), you must return it during the applicable return period to the retailer that you purchased it from with the original proof of purchase in undamaged condition, with the original packaging, and all original accessories. If you purchased from All American Wireless directly, please contact Customer Service to pre-process your return and cancellation. Return policies may vary depending upon the retailer that sold you the Device and may differ from our policies.

**12. Your Device and Number.** You must use a certified All American Wireless Device in order to receive our Services. We do not manufacture any Device that is associated with our Services and as such we are not responsible for any defects, acts, or omissions of the manufacturer. The only warranties on your Device are any limited warranties extended by the manufacturer directly to you or passed on to you through the vendor you purchased the phone from. You agree that you will not use All American Wireless phones with any non-All American Wireless service or on any other network. Except for any legal right you may have to port/transfer your phone number to another carrier, you do not have any rights in any personal identification number or identifier we assign you. We will notify you if we decide to change or reassign them. If your prepaid account is de-activated, your phone number may be re-assigned. Your wireless phone number and name may show up when you call someone.

**13. Transferring/Porting Your Number.** You must have an active All American Wireless account to transfer, or “port,” your phone number. For postpaid Service, you may be able to port your current wireless phone number to another service provider. Call Customer Service if you wish to port your phone number from another service provider to All American Wireless. If you request your new service provider to port a number from us, and we receive your request from that new service provider, we will treat it as notice from you to terminate our Service for that number upon successful completion of porting. If you port your number away from us, the terms of this Agreement still apply. You will not be able to transfer any unused balance on your account to your new service. After the porting is completed, you will not be able to use our Services for that number. We may charge a fee to reimburse the costs incurred in performing a port. We do not guarantee that number transfers to, or from, us will be successful.

**14. Charges.** You agree to pay, or have your prepaid account debited for; all usage and other charges associated with your Device, even if you were not the user of, and did not authorize, its use. Charges include, without limitation, monthly recurring access charges, charges based on actual usage (e.g., charges for calls, charges for international calls, roaming, call forwarding, call waiting, directory assistance (411), toll-free and operator-assisted calls, etc.), and all applicable taxes and regulatory fees. When calling outside the U.S., additional charges will apply. Advertised international rates may not apply to calls made to foreign mobile phones or to off network/special locations and in some instances may be higher. Restrictions on certain countries may apply. All rates and fees are subject to change without notice.

**15. Taxes/Fees and Regulatory Cost Recovery Fee.** You agree to pay all taxes, fees, and surcharges imposed by the government and by All American Wireless. You agree that we may charge or deduct from your account balance all federal, state and local taxes, fees, and other assessments that we are required by law to collect and remit to the government on the Service we provide you. All American Wireless also charges administrative fees and a regulatory cost recovery fee, as set by All American Wireless, that we collect to pay for our costs of providing the Services to you and complying with government programs such as number pooling, number portability, and Enhanced 911 service. The administrative fees and regulatory cost recovery fee are not taxes or regulatory fees..

**16. Minutes and Messaging.** Airtime and other measured voice usage charges are calculated from when your Device first initiates contact with a network until the network connection is broken, whether or not the connection was successful (e.g. busy or no answer calls). For billing purposes, call times are measured in whole minutes and rounded up to the nearest minute. All phone usage (including inbound/outbound calls, voicemail deposits/retrievals, inbound/outbound messaging, international calls, and directory assistance), incurs charges. On a call that crosses time periods with different pricing, minutes are charged based on the call start time. We may impose limits on the number of voicemail, text, e-mail, or other messages that can be retained through your account. Legitimate messages may be inadvertently interrupted by software aimed at prevention of unsolicited messages. For current airtime available dial \*1776.

**17. Text and Picture Messaging.** Text messages are limited to 160 characters per message. Text and picture messages can be sent and received to domestic and international destinations. Premium text messaging is only available on postpaid accounts. Premium text messages will be charged at their stated rates. All messages, including text and picture messages are charged when sent or received, regardless of whether they are read or unsolicited. All American Wireless is not responsible for any of the data activity sent or received to your Device, regardless of who initiates the activity. For messages delivered to your Device in multiple parts, you will be charged for each part of the message received. When a single message is delivered from your Device to multiple recipients, you will be charged for one message per each recipient. All American Wireless reserves the right to limit picture message size at any time. In order to protect our network and Services, All American Wireless may issue separate charges, limit the amount of data transfer, or otherwise limit or terminate Services. Memory limitations on your Device may prevent some data or content from being stored. All American Wireless is not responsible for the failure to store data or content nor the deletion of such data or content. Picture and video messaging is only available on handsets programmed for data.

**18. Data Services Restrictions.** All American Wirelesses' Services may not be used to transmit content or messages that are illegal, fraudulent, abusive, or obscene; or that would adversely affect our customers, reputation, property, network, or Services. You are prohibited from using our Services for unsolicited commercial activity or unsolicited advertising. All American Wireless has the sole discretion to limit, suspend, modify, or terminate accounts without notice to anyone using our Services in any prohibited manner.

**19. Data Charges.** Depending on your Services, you may have access to data usage. Data usage is measured in kilobytes, not minutes. Usage rounding occurs at the top of each clock hour while

in a session and at the end of each session, and is then charged to you based on the terms of your plan. Depending on your Service, usage may be charged against an allowance or on a fixed price per kilobyte. Usage charges may be rounded up to the next cent at monthly or other intervals. You will be charged for all data directed to the Internet address (“IP address”) assigned to your Device, regardless of who initiates the activity or whether your Device actually receives the data. This includes, but is not limited to, the amount of data associated with the particular information/item (e.g. game, ringer, email, etc.), additional data used in accessing, transporting and routing this information/item on our network, data from partial or interrupted downloads, re-send data, and data associated with unsuccessful attempts to reach websites or use applications. Based on these and a number of other factors (e.g., the specific application, network performance, etc.) data used and charged to you will vary widely, even for the same activity. Estimates of data usage, for example, the size of downloadable files, will not necessarily be an accurate predictor of actual usage. Your bill will not separately identify the number of kilobytes attributable to your use of specific sites, sessions, or services.

**20. Unlimited Plan Abuse.** For any Service that includes unlimited features, “unlimited” does not mean unreasonable use. All American Wireless’s unlimited voice features are provided solely for dialogue between two individuals and for non-commercial use. Other uses have a disproportionate impact on network resources and are therefore considered unreasonable. Unreasonable voice use includes, but is not limited to, the following: monitoring services, transmission of broadcasts, telemarketing, call center services, autodialed calls, an abnormally high number of conference calling, calls, or messages, and/or calls of abnormally long duration. All American Wireless’s unlimited data or messaging features are provided solely for purposes of non-commercial messaging, Internet browsing, e-mail access, and the non-continuous streaming of data (e.g. downloading files). While most common uses are permitted by our data and messaging features, there are certain uses that cause extreme network capacity issues and are therefore prohibited. Our data and messaging services may not be used: (a) to generate excessive amounts of Internet traffic through the continuous, unattended streaming, downloading, or uploading of videos or other files, (b) to operate hosting services, (c) to maintain continuous active network connections to the Internet such as through a web camera or automated machine-to-machine connection or peer-to-peer (P2P) file sharing, (d) to disrupt e-mail use by others using automated or manual routines, including, but not limited to "auto-responders" or cancel bots or other similar routines, (e) to transmit or facilitate any unsolicited or unauthorized advertising, promotional materials, “spam,” unsolicited commercial or bulk e-mail or messaging, (f) for activities adversely affecting the ability of other people or systems to use either All American Wireless's wireless services or other parties' Internet-based resources, including, but not limited to, "denial of service" (DoS) attacks against another network host or individual user, (g) for an activity that tethers or connects any device to personal computers or other equipment for the purpose of transmitting wireless data over the network (unless customer is using a plan designated for such usage), (h) as a dedicated data connection, (i) for abnormally long data transmissions, or (j) for any other reason that, in our sole discretion, violates our policy of providing “unlimited” Services for non-commercial use.

**21. Billing and Payment.** For postpaid Service, your bill is our notice to you of your fees, charges, and other important information. It reflects the fees and charges in effect under your plan at the time they are incurred. Monthly recurring and related charges for Services are

invoiced one invoicing cycle in advance. Some usage charges, such as those that depend on usage information from a third-party (e.g. roaming), may be billed in subsequent bill cycles and may result in higher than expected charges for that month. If we invoice you for amounts on behalf of a third-party, payments received are first applied to amounts due to us. You must notify us of any change in your address. Payment is due in full as stated on your bill. If you agree to any auto-payment option through banking or credit account, we may initiate payment from the account for all amounts we invoice you without additional authorization or notice. If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5 % per month (18% annually), or at the highest rate allowed by law and may result in immediate suspension of your account. You may be charged additional fees for certain methods of payment and for payments denied by a financial institution. Acceptance of payments (even if marked "paid in full" by you) does not waive our right to collect all amounts that you owe us.

**22. Prepaid Refills.** Credits to your prepaid account will be valid for a limited time from purchase, in accordance with the terms of your plan and/or the expiration date provided in conjunction with your purchased refill card. When the credits to your account expire or your account balance falls to zero, your prepaid account will become inactive. If your account balance falls to zero while you are on a call, the call will be disconnected. If your account is inactive, you will not be able to utilize your wireless device for any purpose except to call 911 emergency services and Customer Service. All American Wireless refills can be purchased with a credit card or debit card by dialing \*1776 from your All American Wireless phone or by calling customer service at 1-877-974-9000. All American Wireless refills can only be used with All American Wireless phones. Credits cannot be transferred from one account to another. If your account becomes inactive, we will de-activate your account and you may lose your phone number. If you wish to use Services after your account has been de-activated, call Customer Service for reactivation. There may be a charge to reactivate and we cannot ensure that the same phone number will be available.

**23. Disputed Charges.** For postpaid Service, disputes concerning any charges we assess you must be raised within 30 days of the date of the bill. You accept all charges not disputed during this time period. You must pay any disputed charges until the dispute is resolved. For prepaid Service, disputes concerning debits from your prepaid account must be raised within 14 days of the date of the disputed debit. You accept all debits not disputed in this time period.

**24. Postpaid Termination.** You may terminate postpaid Services at any time with prior notice to us by calling Customer Service and requesting that we deactivate Services for your account. You are responsible for all charges billed or incurred prior to deactivation. Except as otherwise provided in this Agreement, and depending on your Service, if you terminate your term early, or we do so for good cause, you will be required to pay the applicable early termination fee associated with your Service for each line that is terminated early, if any. This fee applies only to the extent permitted by law. Payment of the early termination fee does not satisfy other outstanding obligations owed to us. All terminations during a monthly billing cycle become effective on the last day of that billing cycle. If your service is terminated and you have a positive balance in your account, you will not be entitled to receive any refund.

**25. Privacy and CPNI.** Except as provided in this Agreement, we will not intentionally share personal information about you without your permission. We will not publish directories of our customers' phone numbers. During the course of providing Services to you, however, we may collect certain information that is made available to us solely by virtue of our relationship with you, such as information about the quantity, technical configuration, type, destination, and amount of your use of our Service, which together with related billing information is known as Customer Proprietary Network Information ("CPNI"). We may use and share information about you and your CPNI: (a) so we can provide our goods or Services to you, (b) so others can provide goods or services to us, or to you on our behalf, (c) for purposes of determining compensation for our agents, (d) so we or our affiliates can communicate with you about goods or services related to the ones you already receive from us, (e) to protect our rights or interests, including but not limited to protecting you and other All American Wireless users from fraud, abuse, or unlawful use of the Services, or (f) as required by law, legal process, or exigent circumstances. You may "opt out" of disclosure of your CPNI to All American Wireless affiliates and third-party agents by contacting Customer Service. Opting out will not affect our provision of Service to you. For training or quality assurance, we may also monitor or record our calls with you (e.g., your conversations with our Customer Service or sales departments).

**26. TTY Access.** A TTY (also known as TDD or Text Telephone) is a telecommunications device that allows people who are deaf or hard of hearing, or who have speech or language disabilities, to communicate by telephone. TTY does not work with all Devices. If you have a digital wireless TTY compatible Device, it is possible to make calls, including 911 calls, with a TTY.

**27. Disclaimer of Warranties.** WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICES OR WIRELESS DEVICE. SERVICE IS PROVIDED ON AN "AS IS" BASIS. WE DO NOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICES AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. YOU AGREE TO HOLD US HARMLESS FOR ALL SUCH SERVICE ISSUES.

**28. Limitation of Liability/Indemnification.** NEITHER WE NOR OUR VENDORS, SUPPLIERS OR LICENSORS SHALL BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH: (A) ANY ACT OR OMISSION BY YOU, OR ANOTHER PERSON OR COMPANY, (B) PROVIDING OR FAILING TO PROVIDE SERVICES, INCLUDING DEFICIENCIES OR PROBLEMS WITH YOUR WIRELESS DEVICE, OUR NETWORK COVERAGE OR SERVICES (E.G., DROPPED, BLOCKED, INTERRUPTED CALLS/MESSAGES, ETC.), (C) ANY HEALTH-RELATED CLAIMS ALLEGEDLY ARISING FROM THE USE OF SERVICES, ANY WIRELESS DEVICES, OR RELATED ACCESSORIES, (D) CONTENT OR INFORMATION ACCESSED WHILE USING OUR SERVICES, SUCH AS THROUGH THE INTERNET; (E) INTERRUPTION OR FAILURE IN ACCESSING, OR ATTEMPTING TO ACCESS, EMERGENCY SERVICES FROM YOUR PHONE, INCLUDING THROUGH 911, E911 OR OTHERWISE, OR (F) EVENTS DUE TO FACTORS BEYOND OUR CONTROL, INCLUDING ACTS OF GOD, WAR, RIOT, STRIKE,

OR ORDERS OF GOVERNMENTAL AUTHORITY. IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, OR USE INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH A DEVICE. YOU ALSO AGREE TO INDEMNIFY US FOR ANY CLAIMS BY THIRD PARTIES AGAINST US ARISING OUT OF THE USE OF OUR PRODUCTS OR SERVICES. IF ANOTHER WIRELESS CARRIER IS INVOLVED IN ANY PROBLEM (E.G. "ROAMING"), YOU AGREE TO ANY LIMITATIONS OF LIABILITY IN ITS FAVOR THAT IT IMPOSES.

**29. Changes to this Agreement.** All changes to this Agreement or your Service will be posted at [www.allamericanwireless.com](http://www.allamericanwireless.com). Your Service is subject to our business policies, practices, and procedures. Unless otherwise prohibited by law, we may also change this Agreement, prices, rates, plans, and fees at any time by providing notice prior to the time the changes go into effect. Any changes to this Agreement or your Service are effective 30 days after they are published on our website. If you choose to use your Service, increase your account balance, or make any payment to us on or after the effective date of the changes, you accept the changes. If the changes have a material adverse effect on you, however, you may terminate each line of Service materially affected without incurring an early termination fee only if you call us within 30 days of the changes going into effect. You understand that taxes, fees and other charges imposed by the government may increase or decrease at any time without notice and that such charges do not constitute a change to this Agreement.

**30. Miscellaneous.** A waiver of, or failure to enforce, any part of this Agreement in one instance is not a waiver of any other part or instance. Section headings are for descriptive, non-interpretive purposes only. You may not transfer or assign this Agreement or any of your rights or duties under it. We may assign all or part of this Agreement, or your debts to us, without notice. Notices are considered delivered when we send them to any e-mail or fax number you have provided to us, 3 days after mailing to the most current billing address we have on file for you, or upon posting on our website. If any part of this Agreement, including any part of its arbitration provisions, is held invalid, that part may be severed from this Agreement and the Agreement shall otherwise be enforceable. This Agreement and the documents to which it refers form the entire agreement between you and All American Wireless on their subjects. If there is a conflict between this Agreement and statements by any sales or service representatives, this Agreement controls. You have no other rights with respect to Service or this Agreement, except as specifically provided by law. This Agreement is not for the benefit of any third party except All American Wireless's parents, affiliates, subsidiaries, agents, and predecessors and successors in interest. Except to the extent that we have agreed otherwise, this Agreement and disputes covered by it are governed by federal law and the laws of the state of California, without regard to choice of law principles or the conflicts of laws rules of that state.

## LIFELINE PROGRAM TERMS & CONDITIONS

**1. Agreement to Terms & Conditions.** These Lifeline Program Terms & Conditions and the All American Wireless (“ALL AMERICAN WIRELESS”) Standard Terms & Conditions at [www.allamericanwireless.com](http://www.allamericanwireless.com), which are incorporated herein by reference, apply to the ALL AMERICAN WIRELESS Lifeline Program. With regard to the ALL AMERICAN WIRELESS Lifeline Program, if these Terms & Conditions conflict with the Standard Terms & Conditions, these Terms & Conditions shall control. In interpreting these Terms & Conditions, ALL AMERICAN WIRELESS Lifeline plans shall be treated as prepaid Services. By using your ALL AMERICAN WIRELESS Lifeline Program plan or phone, you accept these Terms & Conditions.

**2. Plan Options.** The ALL AMERICAN WIRELESS Lifeline Program plans available in your state can be found at [www.allamericanwireless.com/lifeline](http://www.allamericanwireless.com/lifeline). You understand and agree that ALL AMERICAN WIRELESS may change the ALL AMERICAN WIRELESS Lifeline Program plans (including any rates and fees) at anytime by updating plan information on its website. If you change your choice of plans, your changes will not be effective until the subsequent month.

**3. Government Subsidized.** The ALL AMERICAN WIRELESS Lifeline Program is supported by subsidies from state and federal governments including the Federal Universal Service Fund program. You acknowledge and agree that ALL AMERICAN WIRELESS may immediately modify or terminate the ALL AMERICAN WIRELESS Lifeline Program in the event that there are any changes to the applicable governmental programs and subsidies.

**4. Program Availability.** The ALL AMERICAN WIRELESS Lifeline Program is only available in areas where ALL AMERICAN WIRELESS has been authorized by the applicable state and/or federal agency. To enroll in the ALL AMERICAN WIRELESS Lifeline Program, your principal residence address must be within an authorized area.

**5. Customer Eligibility.** To be eligible for the ALL AMERICAN WIRELESS Lifeline Program, you must meet the applicable eligibility standards in effect at the time of application (i.e. based upon your household income or your enrollment in a qualifying social welfare program), and the ALL AMERICAN WIRELESS Lifeline Program account must be in your name. You are responsible for notifying ALL AMERICAN WIRELESS if you no longer meet the applicable eligibility standards for the ALL AMERICAN WIRELESS Lifeline Program within five (5) days of becoming aware of such ineligibility. In the event ALL AMERICAN WIRELESS determines that you are no longer eligible for the ALL AMERICAN WIRELESS Lifeline Program, ALL AMERICAN WIRELESS will notify you that your service will be discontinued thirty (30) days after you are provided notice unless you contact ALL AMERICAN WIRELESS within that timeframe to notify ALL AMERICAN WIRELESS that it is in error. You will then have thirty (30) additional days to submit evidence that you still meet the applicable ALL AMERICAN WIRELESS Lifeline Program requirements. If you advise ALL AMERICAN WIRELESS that you no longer qualify for the ALL AMERICAN WIRELESS Lifeline Program, ALL AMERICAN WIRELESS will deactivate your ALL AMERICAN WIRELESS Lifeline Program service.

**6. Enrollment Form.** To receive a phone and service under the ALL AMERICAN WIRELESS Lifeline Program, you must complete the applicable Enrollment Form and self-certify your eligibility in writing under penalty of perjury. If you seek to qualify for the ALL AMERICAN WIRELESS Lifeline Program under the income eligibility standards, you are required to provide written documentation of your household income. You may also be required, from time to time, to provide ALL AMERICAN WIRELESS written documentation of your household income and/or participation in a qualifying federal or state program. You acknowledge and agree that ALL AMERICAN WIRELESS shall retain all such customer certifications and documentation in order to furnish proof of customer eligibility as may be required by applicable law. Further, by completing an Enrollment Form, you consent to the release of your customer information (including financial information) to governing state and federal agencies. This consent survives any termination of your ALL AMERICAN WIRELESS Lifeline Program enrollment.

**7. Acceptance of Customer Enrollment.** Your submission of an Enrollment Form does not constitute automatic enrollment in the ALL AMERICAN WIRELESS Lifeline Program. ALL AMERICAN WIRELESS has the right, in its sole discretion, to reject any Enrollment Form and/or to review your eligibility status at any time. If you are no longer eligible for the ALL AMERICAN WIRELESS Lifeline Program, ALL AMERICAN WIRELESS may terminate your account and/or change your rate plan to the most favorable rate plan for which you are eligible without prior notice to you. If you misrepresent your eligibility for the ALL AMERICAN WIRELESS Lifeline Program, you agree to pay us the additional amount you would have been charged under the most favorable rate plan for which you are eligible. Further, you acknowledge and agree that ALL AMERICAN WIRELESS Lifeline Program enrollment and acceptance may be limited by ALL AMERICAN WIRELESS's inventory of ALL AMERICAN WIRELESS Lifeline Program phones.

**8. Mobile Phone for the ALL AMERICAN WIRELESS Lifeline Program.** If ALL AMERICAN WIRELESS accepts your enrollment, you will be required to purchase an ALL AMERICAN WIRELESS Lifeline Program phone that is selected by ALL AMERICAN WIRELESS. Contact ALL AMERICAN WIRELESS customer service to purchase an upgraded phone. If you lose or damage your ALL AMERICAN WIRELESS Lifeline Program phone, contact ALL AMERICAN WIRELESS customer service for replacement phone options and pricing. ALL AMERICAN WIRELESS Lifeline phones are provided "as is" and without warranty.

**9. Maximum of One Lifeline Account per Household.** You may only receive one Lifeline supported telephone line, be it wireline or wireless, per household. If you or any member of your household receives a Lifeline supported telephone line from any other telephone company at the time of your enrollment, you are obligated to notify your current service provider that you are now on the ALL AMERICAN WIRELESS Lifeline Program. Failure to comply with this requirement is a material breach of these Terms & Conditions and may result in your immediate de-enrollment from the ALL AMERICAN WIRELESS Lifeline Program.

**10. Annual Verification Requirement.** To remain eligible for the ALL AMERICAN WIRELESS Lifeline Program, you must complete an annual written verification within sixty

(60) days of every anniversary of your initial enrollment in the ALL AMERICAN WIRELESS Lifeline Program or you will be de-enrolled.

**11. Change of Address.** If you move, you agree to notify ALL AMERICAN WIRELESS within 30 days.

**12. Non-transferrable.** Your ALL AMERICAN WIRELESS Lifeline Program phone and service are non-transferrable. You agree not to give away, resell, or offer to resell them.

**13. Blocked Services.** ALL AMERICAN WIRELESS reserves the right to block calls and services that are not subsidized by the applicable government programs and/or that are not prepaid for by you. Unauthorized manipulation, modification, adjustment, or repair made to your phone to allow the making of blocked calls shall constitute a violation of these Terms & Conditions.

**14. Rollover.** Unless required by applicable law, unused minutes will not be rolled over to subsequent months. Contact ALL AMERICAN WIRELESS customer service for details.

**15. Termination for Non-Usage.** In the event that you do not use your ALL AMERICAN WIRELESS Lifeline Program phone for sixty (60) days, ALL AMERICAN WIRELESS will de-enroll you from the ALL AMERICAN WIRELESS Lifeline Program.

**16. Termination for Breach.** In the event that you breach these Terms & Conditions, ALL AMERICAN WIRELESS reserves the right to immediately de-enroll you from the ALL AMERICAN WIRELESS Lifeline Program.

**17. Discontinuation of the ALL AMERICAN WIRELESS Lifeline Program.** ALL AMERICAN WIRELESS reserves the right to discontinue its Lifeline Program at anytime upon prior notice to you.

**18. Returns.** You may cancel your ALL AMERICAN WIRELESS Lifeline Program enrollment by returning your phone and calling customer service to de-enroll within fifteen (15) days of receiving your ALL AMERICAN WIRELESS Lifeline Program phone. Upon de-enrolling, you will not receive any refund.

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**Exhibit D**

Key Management Resumes

KYLE B. COATS  
5614 Stones River Ave.  
Baton Rouge, LA 70817

RESUME OF QUALIFICATIONS

(225) 753-6230

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EDUCATION            LOUISIANA STATE UNIVERSITY, Baton Rouge, LA  
Bachelor of Science Degree

EXPERIENCE

07/03-Present        EVERYCALL COMMUNICATIONS, Baton Rouge, LA  
President/Treasurer

01/03- 07/03        COMMAND CENTRAL, Baton Rouge, LA  
Sales Manager  
Responsibilities: All sales activity related to prospecting, proposing and closing alarm monitoring services to alarm dealers throughout the U.S.

12/00-12/02        EATEL, Baton Rouge, LA (Eatel acquired Telamerica 12/8/00)  
Manager, Strategic Sales  
Responsibilities: Manage the existing Telamerica sales team in marketing the products offered by Eatel. Products include: facilities based T-1 and resale dial tone, T-1 internet and long distance service.

12/96- 12/00        TELAMERICA LONG DISTANCE, Baton Rouge, LA  
Vice President of Sales and Customer Service  
Responsibilities: In addition to responsibilities as sales manager, my responsibilities included: Opening sales offices in markets throughout LA, staffing these offices with both sales and managerial personnel, creating a centralized customer service department and then expanding it into a 24/7 operation, managed the process of becoming a competitive Local Exchange Carrier.

1/88 - 3/96         Sales Manager-TELAMERICA LONG DISTANCE  
Responsibilities: Hiring, training, supervising, and evaluating of sales force, development and implementation of incentive oriented compensation plan and competitive rate structures, coordination of all marketing activities which include: direct sales, trade shows, and advertising trade accounts. Handled all customer relations for new and existing accounts.

2/87 - 1/88         Communications Consultant - TELAMERICA LONG DISTANCE  
Responsibilities: Generation of leads, follow up on leads, analysis of potential client's long distance needs, presentation and closing of proposals to potential clients, follow up on customer satisfaction.

6/85 - 1/87         GAGE TELECO USA, Baton Rouge, LA  
Account Representative  
Responsibilities; Market PBX and Key phone systems to area businesses.

REFERENCES         Available upon request

**JOHN H. BRYDELS, JR., CFA**  
549 Kenilworth Parkway  
Baton Rouge, LA 70808

RESUME  
brydels@everycall.com  
**(225) 773-1011**

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**EDUCATION**     **YALE UNIVERSITY - SCHOOL OF MANAGEMENT**, New Haven, CT  
**Masters of Business Administration - Concentration in Finance - 2005**  
Distinction in the following courses:  
    Corporate Finance I, Corporate Finance II, Economic Analysis, Financial Reporting I, Hypothesis Testing & Regression, Investment Management, Operations Management, and Structured Finance  
    First Place - Pfizer Case Competition

**LOUISIANA STATE UNIVERSITY**, Baton Rouge, LA  
    **Masters of Science - Accounting - 1984**

**LOUISIANA STATE UNIVERSITY**, Baton Rouge, LA  
    **Bachelors of Science - Finance - 1982**  
    Graduated Summa Cum Laude  
    Outstanding Graduating Senior - College of Business  
    Who's Who Among Students in American Colleges & Universities  
    Class Rank: 1st of 135

**PROFESSIONAL DESIGNATIONS**

**CFA Charterholder** - Chartered Financial Analyst  
**CMA** - Certified Managerial Accountant  
**CPA** - Certified Public Accountant (inactive)

**EXPERIENCE**

2005 - Present     **EVERYCALL COMMUNICATIONS d/b/a LOCAL USA**, Baton Rouge, LA  
Majority Owner and Chief Financial Officer - Responsibilities: Cash management, budgeting, forecasting, regulatory and governmental filings.

2006 - 2007     **SOUTHEASTERN LOUISIANA UNIVERSITY**, Hammond, LA  
Adjunct Faculty Member - Taught Corporate Finance and Personal Finance.

1984 - 2001     **TLX d/b/a TELAMERICA LONG DISTANCE**, Baton Rouge, LA  
President and Chief Executive Officer - Responsibilities: Cash management, budgeting, forecasting, regulatory and governmental filings. Company had 40 employees when sold to a larger telecom company.

1982 - 1984     **LOUISIANA STATE UNIVERSITY**, Baton Rouge, LA  
Accounting Department - Responsibilities: Taught cost accounting (managerial accounting) and served as Graduate Assistant for tax accounting class.

**REFERENCES**     Available upon request

# Resume

## Jon C. Seger

### Personal Data

Address: 756 Myrtle View Drive, Baton Rouge, Louisiana 70810-4200.

Home Phone: (225) 769-3950.

Date and Place of Birth: June 3, 1957 Ft. Collins, Colorado.

Marital Status: Married, four children.

### Work Experience

Date: July 2003-Present

Company: EveryCall Communications, Inc

Type of Business: Competitive Local Exchange Carrier

Position: CEO

Date: December 2000 – June 2003

Company: Louisiana Online, Inc., Baton Rouge, Louisiana

Type of Business: Internet retail.

Position: Owner / Vice President

Description of work:

Web site creation and modification, photography, inventory control, order processing, shipping, telecommunications, and system backups.

Date: June 1984 - December 2000

Company: TLX Communications, Inc., Baton Rouge, Louisiana.

Type of Business: Telephone company.

Position: Owner / Vice President.

Description of work:

Chief Engineer responsible for all technical aspects of the company, including installation and maintenance of long distance network, Harris 20/20 switch and related equipment, digital and analog trunks, central office repeaters, Novell LAN, customer database and billing system, fire suppression systems, UPS and DC power system. Head of customer provisioning department and technical support department. Oversee installation and maintenance of customer premise Channel Banks, 1+ Automatic Dialers, and data circuits.

Date: June 1981 - June 1982

Company: Catalytic, Inc., Baton Rouge, Louisiana.

Type of Business: Industrial Engineering and Construction company.

Position: Field and Home Office Planning Engineer, Project Administrator.

Description of work:

Field Planning Engineer on Crude Air Preheater project for Marathon Oil Company, Garyville, Louisiana. Home Office Planning Engineer assigned to the following projects: Substrate Alumina expansion for Kaiser Aluminum and Chemical Corp., Baton Rouge, Louisiana; Blending and Packaging facility for Penzoil Products Company, Shreveport, Louisiana; and Crude Air Preheater for Marathon Oil Company, Garyville, Louisiana. Project Administrator for Substrate Alumina project for Kaiser Aluminum and Chemical Corp., Baton Rouge, Louisiana.

Date: June 1973 - March 1981

Employer: Self-Employed Painting Contractor, Baton Rouge, Louisiana.

Description of work:

Estimating, Contract Administration, Accounting, Purchasing, Job Superintendent, Painter.

## **Education**

1982 - 1984 Louisiana State University, Baton Rouge, Louisiana.

Degree: Master of Business Administration.

1975 - 1981 Louisiana State University, Baton Rouge, Louisiana.

Degree: Bachelor of Science in Construction.

1971 - 1975 Robert E. Lee High School, Baton Rouge, Louisiana.

## **College Honors and Activities**

SGA University College President; Dean's List; Student Chapter Associated General Contractors; Phi Gamma Delta - IFC Representative, Scholastic Achievement Award, Award and Honors Committee.

## **References**

Available on request.

**Exhibit E**

Proposed Lifeline Rate Plans

<b>Plan Description</b>	<b>Price</b>
<b>Lifeline MAX Voice &amp; Text</b> (includes taxes and other fees)	<b>\$60.00</b> <u>(- Federal Lifeline Credit)</u> <b>\$50.75</b> <b>(Net cost to Lifeline customer)</b>
Includes: 6000 minutes 3000 texts 150 MB data	
<b>Lifeline Basic Service</b> (includes taxes and other fees)	<b>\$9.25</b> <u>(- Federal Lifeline Credit)</u> <b>\$0.00</b> <b>(Net cost to Lifeline customer)</b>
Includes: Either a) 100 minutes (voice or text*); or b) 250 minutes (voice)	

\*(1 incoming or outgoing text = 1 minute)

No contract or credit check

Nationwide coverage

Handsets starting at \$30.00

Access to 911 and E911 regardless of activation status or availability of prepaid minutes

<b>Directory Assistance</b>	<b>Airtime</b>
<b>Operator Assistance</b>	<b>Airtime</b>

<b>Plan Additions</b>	<b>Price</b>
<b>Additional Minutes for Basic Service</b> (includes taxes and other fees)	
50 minutes	\$7.00
100 minutes	\$9.00
200 minutes	\$16.00
300 minutes	\$21.00
500 minutes	\$30.00

<b>FUSF Lifeline Credits</b>	
Federal Lifeline Credit	<b>\$9.25</b>

<b>Service Activation Fee</b>	<b>\$30.00</b>
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**All airtime whether part of a particular plan or additional purchased minutes, expires at the end of each 30 day period, whether used or not. No airtime is carried over to the next 30 day period.**