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

Also Admitted in New York
Email: lsteinhart@telecomcounsel.com

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

November 28, 2012

VIA ECFS

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

Re: T C Telephone, L.L.C.
Fourth Amended 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 T C Telephone, L.L.C.'s Fourth Amended Compliance Plan, which replaces in its entirety the Company's Third Amended Compliance Plan filed on August 22, 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/ LANCE STEINHART

Lance J.M. Steinhart
Lance J.M. Steinhart, P.C.
Attorneys for T C Telephone, L.L.C.

Attachments
cc: Travis Graff

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
	)	
T C Telephone, L.L.C. Compliance Plan	)	

T C TELEPHONE, L.L.C.'S FOURTH AMENDED 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

Attorneys for T C Telephone, L.L.C.

November 28, 2012

TABLE OF CONTENTS

I. INTRODUCTION 1

II. BACKGROUND 2

III. T C TELEPHONE WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER 2

A. Access to 911 and E911 Services 3

B. E911-Compliant Handsets 3

C. Consumer Eligibility and Enrollment 3

1. One-Per-Household 4

2. Initial and Annual Certification 6

3. Annual Re-Certification 14

D. Other Reforms to Eliminate Waste, Fraud and Abuse 16

1. National Lifeline Accountability Database 17

2. Subscriber Usage 18

3. Marketing & Outreach 19

4. Audits 20

E. De-Enrollment 20

F. Additional Rule Amendments 22

1. Terms and Conditions of Service 22

2. Reporting Requirements 22

3. Reimbursement from USAC 23

4. Section 54.202 Certifications 23

IV. COMPANY INFORMATION 23

A. Names and Identifiers 24

B. Financial and Technical Capability 24

C. Lifeline Offering 25

V. CONCLUSION 27

TABLE OF EXHIBITS

Exhibit

Sample Lifeline Certification Form ..... A

Sample Advertisements ..... B

Lifeline Terms and Conditions C

Key Management Resumes ..... D

Proposed Lifeline Rate Plans ..... E

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

In the Matter of the	)	
	)	
Telecommunications Carriers Eligible for Universal Service Support	)	WC Docket No. 09-197
	)	
	)	WC Docket No. 11-42
Lifeline and Link Up Reform and Modernization	)	
	)	
T C Telephone, L.L.C. Compliance Plan	)	

T C TELEPHONE, L.L.C.'S FOURTH AMENDED COMPLIANCE PLAN

I. INTRODUCTION

T C Telephone, L.L.C. d/b/a Horizon Cellular ("T C Telephone" 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 forborne from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.[1] T C Telephone will avail itself of the FCC's conditional grant of forbearance and, by its attorney, hereby files its Fourth Amended Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.[2] This Fourth Amended Compliance Plan replaces in its entirety T C Telephone's Second Amended Compliance Plan filed on August 22, 2012, and all other

[1] *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training,* WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) *("Order").*

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

Compliance Plans previously filed by the Company. Given the severe economic environment that is forcing many low-income customers to forego wireless service, T C Telephone 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

In the *Order*, the Commission granted forbearance from the "own-facilities" requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:[3]

> (1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and
>
> (2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier's various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

III. T C TELEPHONE WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

T C Telephone 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.

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

A. Access to 911 and E911 Services

In the *Order*, the Commission requires T C Telephone to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.[4] The Commission and consumers are hereby assured that all T C Telephone 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 T C Telephone 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 T C Telephone providing only E911-compliant handsets to its Lifeline customers.[5] T C Telephone will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing T C Telephone customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well.

C. Consumer Eligibility and Enrollment

T C Telephone 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, T C Telephone will rely on the state identification or database.[6]

---

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

In instances where T C Telephone 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

T C Telephone 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."[7] Upon receiving an application for Lifeline support, T C Telephone will check the duplicates database, once in place, to determine whether an individual at the applicant's residential address is currently receiving Lifeline-supported service. T C Telephone 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 T C Telephone determines that an individual at the applicant's address is currently receiving Lifeline-supported service, T C Telephone 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, T C Telephone will require applicants to complete and submit to the Company USAC's one-per-household template, which will contain the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income; and (4) the penalty for a consumer's failure to make the required one-per-household certification (i.e., de-enrollment).[8]

[7] *See Order* at ¶ 74.
[8] *See Order* at ¶ 78.

T C Telephone will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

On its certification forms, a draft sample of which is attached,[9] T C Telephone 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).[10] T C Telephone will inquire on its certification forms whether or not the applicant's address is a temporary one.[11] If it is, T C Telephone will notify the consumer that the Company will contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of T C Telephone's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program.[12] Also on its certification forms, T C Telephone will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.[13] If the subscriber has moved, T C Telephone will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.[14]

As detailed below, T C Telephone'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.

---

[9] *See* Exhibit A. The draft form remains subject to change, but substantially reflects the content of the Company's application.
[10] *See Order* at ¶ 85.
[11] *See Order* at ¶ 89.
[12] *See id.* If and when this 90-day recertification of temporary addresses requirement is approved, the Company will de-enroll any Lifeline customer who fails to respond to the Company's attempt to verify a temporary address. However, as of the date of filing of this Compliance Plan, this requirement has not been approved. In fact, on April 13, 2012, the Office of Management and Budget (OMB) invoked the Paperwork Reduction Act (PRA) to prevent this requirement from going into effect.
[13] *See Order* at ¶ 85.
[14] *See id.*

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. T C Telephone's application form will identify that it is a "Lifeline" application. T C Telephone will provide Lifeline-specific training to all employees, agents,[15] or representatives (hereafter "personnel"), that interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services.

T C Telephone's initial certification and annual verification forms will conform to the list of requirements provided in the *Order,* Appendix C and with C.F.R. § 54.410(d), as amended. T C Telephone has contracted with Solix, a well-known, experienced and reputable firm in the USF industry, to assist in reviewing customer applications and verifying eligibility. T C Telephone's Lifeline certification form as administered through Solix, a draft sample of which is attached as Exhibit A, will require each prospective subscriber to provide the following:

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

[15] Agents are independent contractors employed by T C Telephone. Agents are responsible for collecting enrollment information from potential Lifeline customers. All enrollment information will then be submitted to a T C Telephone employee who will accept or decline the potential customer.

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.

T C Telephone 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.[16]

Enrollment by phone. T C Telephone will primarily enroll Lifeline applicants via phone. Representatives are able to verbally explain the Lifeline program and its eligibility requirements, including required information and disclosures. When a prospective customer calls, a representative will first explain key information such as the one-per-household limitation and eligibility requirements in an effort to pre-screen for ineligible subscribers and thereby save time for both the consumer and the Company. A representative will then collect and input the required information into an electronic copy of the Company's application form, at which point they will validate the address via a USPS/Melissa Database, check the information against T C Telephone's internal database to confirm that the applicant is not already receiving a Lifeline subsidy from T C Telephone, and review all certifications and disclosures verbally with the applicant.[17] If the customer indicates on the application form that their address is a multi-household residence, the representative will require the applicant to complete USAC's one-per-household template as well. If an eligibility database is available, the representative will query the database to determine eligibility. Until the Company implements IVR technology, the representative will direct the applicant to the T C Telephone website where enrollment forms will be located. If they do not have access to the internet they will receive a copy of T C Telephone's Lifeline certification

[16] *See id* at ¶ 168.

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

form in the mail along with a postage-prepaid return envelope, and that they are required to return the completed form to T C Telephone (along with proof of identity and verification of benefits, if no eligibility database is available) before their Lifeline service can be activated. The representative will explain how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Applicant with be placed in a "hold" status and T C Telephone's system will automatically mail a welcome letter along with the Lifeline certification form for the applicant to complete and sign (and USAC's one-per-household template, when applicable, and a request for proof of identity and verification of benefits, if no eligibility database is available), as well as a postage-prepaid envelope to return all documentation to T C Telephone. When T C Telephone receives the applicant's completed form(s) and, if applicable, copies of proof documentation and government-issued ID, a representative will review the documentation and complete the "Office Use Only" section of the application form, which must be completely filled out and signed in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (last 4 digits of document ID). T C Telephone will destroy copies of proof documentation and upload the completed Lifeline certification form to the customer record, prompting delivery of the phone to eligible customers by mail. Each phone mailed requires a signature upon delivery. The customer's account is activated upon the customer's personal initiation or actual use of the phone. The welcome packet will instruct the customer to call a toll free number in order to activate their phone, at which point they will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application. This process allows the Company to confirm the person activating the phone is the intended recipient. The customer's first call will be directed to an activation line if they do not call the activation toll free number.

After being redirected to the activation line the customer will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application.

Enrollment in person. The Company will enroll Lifeline applicants in person at community events. When a prospective customer applies at an event, personnel will aid the customer in filling out T C Telephone's Lifeline certification form electronically on a laptop or tablet, first highlighting the one-per-household disclosures. Personnel will ask to see a government issued ID and will validate the address via a USPS/Melissa Database and simultaneously check the information against T C Telephone's internal database to confirm that the applicant is not already receiving a Lifeline subsidy from T C Telephone. 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, personnel must see the applicant's proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. T C Telephone's Lifeline application contains an "Office Use Only" section, which must be completely filled out and signed by personnel in order to record a description of the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (i.e. last 4 digits of the document ID). Eligibility documents are returned to the customer after review. Finally, 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, eligible customers are allowed to choose a service plan and receive their free phone and welcome packet in person. In instances where eligibility databases cannot be accessed in real-time, T C Telephone will mail the phone and

welcome packet to eligible customers once verification of eligibility is complete. Each phone mailed requires a signature upon delivery. The customer's account is activated upon the customer's personal initiation or actual use of the phone. The welcome packet will instruct the customer to call a toll free number in order to activate their phone, at which point they will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application. This process allows the Company to confirm the person activating the phone is the intended recipient. The customer's first call will be directed to an activation line if they do not call the activation toll free number. After being redirected to the activation line the customer will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application.

Enrollment online. Prospective customers will be able to fill out an application form online and sign electronically. T C Telephone will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.[18] If the customer indicates that their address is a multi-household residence, online interface will require the applicant to complete USAC's one-per-household template as well. If no eligibility database is available, the online interface will advise the applicant that they are required to provide proof of identity and verification of benefits before their Lifeline service can be activated; applicants will be made aware of how to submit the required documentation to the Company as well as what documentation qualifies as proof of benefits. The Company will qualify the applicant by accessing necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, the application will be placed in a "hold" status until T C Telephone receives copies of the applicant's proof documentation and government-issued ID, at which point a representative will review the documentation and complete

[18] *See Order* at ¶ 123.

the "Office Use Only" section of the application form, which must be completely filled out and signed in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (last 4 digits of document ID). T C Telephone will destroy copies of proof documentation and upload the completed Lifeline certification form to the customer record, prompting delivery of the phone to eligible customers by mail. Each phone mailed requires a signature upon delivery. The customer's account is activated upon the customer's personal initiation or actual use of the phone. The welcome packet will instruct the customer to call a toll free number in order to activate their phone, at which point they will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application. This process allows the Company to confirm the person activating the phone is the intended recipient. The customer's first call will be directed to an activation line if they do not call the activation toll free number. After being redirected to the activation line the customer will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application.

Enrollment by mail. The Company may also seek to enroll customers by mail. When T C Telephone mails advertisements for the Company's Lifeline service, a Lifeline application form will be included (or, at a minimum, prospects will be directed to apply via phone or the Company website). From the Company's advertisements and application form, prospective customers will be given a clear explanation of the Lifeline program and its eligibility requirements, including all required disclosures. Customers will be able to complete, sign, and mail the application to T C Telephone along with proof of ID and proof of eligibility, if applicable. T C Telephone is then able to verify eligibility by accessing the necessary databases (USPS/Melissa, duplicates database, eligibility databases). If no eligibility database is available, a representative will review the proof documentation and complete the "Office Use Only" section of the application form, which must be

completely filled out and signed in order to record a description about the specific documentation reviewed as part of the eligibility verification process, including type of documentation (i.e. Food Stamps), name on document, and a unique identifier (last 4 digits of document ID). T C Telephone will destroy copies of proof documentation and deliver phones to eligible customers by mail. Each phone mailed requires a signature upon delivery. The customer's account is activated upon the customer's personal initiation or actual use of the phone. The customer's first call will be directed to an activation line if they do not call the activation toll free number. After being redirected to the activation line the customer will be prompted to enter the last 4 digits of the identification source that was submitted on their Lifeline application.

T C Telephone 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, T C Telephone will check the eligibility of low-income consumers first by accessing state or federal social services electronic eligibility databases, where available.[19] If a database is used to establish eligibility, T C Telephone will not require documentation of the consumer's participation in a qualifying federal program; instead, T C Telephone or its representative will note in its records a description of the specific data relied upon to confirm the consumer's initial eligibility for Lifeline.[20] 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 T C Telephone to check electronic databases for eligibility, T C Telephone will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.[21] T C Telephone will require acceptable documentation both for income eligibility and for program

[19] *See Order* at ¶ 97.
[20] *See Order* at ¶ 98.
[21] *See Order* at ¶ 99.

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.[22] T C Telephone understands that it may permit personnel or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases T C Telephone remains liable for ensuring all personnel's compliance with the Lifeline program rules.[23]

T C Telephone provides peronnel 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 T C Telephone personnel may accept a Lifeline application unless he or she has first completed this training program and demonstrated an understanding of the underlying material. Among other things, the Lifeline program training discusses the Company's Lifeline application form (see Exhibit B) on a section-by-section basis. The training explains what sections of the form must be completed by the customer and reviews the form disclosures in detail, to facilitate the ability of Company personnel to explain each item contained therein and answer any customer questions.

3. Annual Re-Certification

T C Telephone 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.[24] By December 31, 2012, T C Telephone will re-certify the continued eligibility of all of its subscribers by contacting them—either in person, in writing, by phone, by

[22] *See Order* at ¶ 101.
[23] *See Order* at ¶ 110.
[24] *See Order* at ¶ 130.

text message, by email, or otherwise through the Internet—to confirm their continued eligibility.[25] 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. T C Telephone will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. T C Telephone 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.[26]

Alternatively, where a database containing consumer eligibility data is available, T C Telephone (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, T C Telephone will contact the subscriber every year during the annual certification process to obtain a valid address.[27] After 2012, T C Telephone 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.[28]

T C Telephone 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 T C Telephone's submission of re-certification data pursuant to 47 C.F.R. § 54.416, an officer of the Company will certify annually to USAC:

---

[25] *See id.*
[26] *See Order* at ¶ 132.
[27] *See Order* at ¶ 131.
[28] *See Order* at ¶ 133.

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

(2) that the Company is in compliance with all federal Lifeline certification procedures.[29]

D. Other Reforms to Eliminate Waste, Fraud and Abuse

T C Telephone 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.

T C Telephone 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, T C Telephone ensures that it does not over-request from support funds.

[29] *See Order* at ¶ 126-27.

As detailed in section III.C.2, T C Telephone first validates each applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, T C Telephone 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, T C Telephone verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, T C Telephone checks any available eligibility database. If one is not available, the applicant is required to provide proof of income or program participation. This prevents ineligible applicants from receiving the subsidy.

T C Telephone verifies the address of the applicant first via the applicant's government issued ID, then validates the address via a USPS/Melissa Database to ensure the address is correct. Simultaneously, the name/address combination is dipped into CGM's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from T C Telephone or any other CGM client. This is done through an API connection between the Company's provisioning platform and CGM. This then prompts the representative to detail the one-per-household rule with the applicant.

1. National Lifeline Accountability Database

T C Telephone will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, T C Telephone will provide to the database subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.[30]

[30] *See Order* at ¶ 189.

T C Telephone will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.[31]

Furthermore, on its certification form, T C Telephone will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be divulged to USAC (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.[32]

Within 30 days following Commission notice that the database is capable of accepting queries, T C Telephone will query the database to check to see if a prospective subscriber is already receiving service from another ETC at a residential address prior to seeking reimbursement from the Fund.[33]

2. Subscriber Usage

T C Telephone 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, T C Telephone will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.[34] T C Telephone 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.[35] 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

[31] *See Order* at ¶ 190.
[32] *See Order*, Appendix C.
[33] *See Order* at ¶ 203.
[34] *See Order* at ¶ 257.
[35] *See id.*

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 personnel; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.[36] T C Telephone 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 under the Company's non-usage policy.[37] After notification, if the customer fails to use the phone, it is automatically de-enrolled pursuant to the procedures outlined in section E below. T C Telephone 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.[38]

3. Marketing & Outreach

T C Telephone 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. T C Telephone will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:[39] (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. T C Telephone's website and printed collateral will explain the documentation necessary for enrollment, and the details of T C

[36] *See Order* at ¶ 261.
[37] CGM, LLC is currently the Company's third party contractor.
[38] *See Order* at ¶ 262. 911 transmissions will actually be performed by the Company's underlying facilities-based CMRS provider.
[39] See Exhibit B for sample advertisements. The Company understands the term "marketing materials" includes materials in all media, including but not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. *See Order* at ¶ 275.

Telephone'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.[40] 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, T C Telephone will include the URL link for its website where disclosures will be listed. Additionally, T C Telephone will disclose the company name under which it does business.[41]

4. Audits

If T C Telephone draws $5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, the Company will hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess T C Telephone's overall compliance with the program's requirements.[42] T C Telephone 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.[43]

E. De-Enrollment

If at any time a T C Telephone Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. T C Telephone Lifeline customers simply call the Company's toll-free customer service number and speak to a live operator to de-enroll from T C Telephone's

---

[40] *See Order* at ¶ 275.
[41] *See id.*
[42] *See Order* at ¶ 291.
[43] *See Order* at ¶ 294. As of the date of filing of this Compliance Plan, the audit requirement has not been approved. On April 13, 2012, the OMB invoked the PRA to prevent the audit requirement from going into effect.

Lifeline Program. Furthermore, T C Telephone will de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).[44] If a customer does not respond to the Company's annual verification survey within 30 days, or if T C Telephone 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), T C Telephone 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.[45] Similarly, T C Telephone will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.[46]

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,[47] T C Telephone 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. T C Telephone 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. T C

[44] *See Order* at ¶ 122.
[45] *See id*. In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.
[46] *See Order* at ¶ 89.
[47] *See Order* at ¶ 214-16.

Telephone 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. T C Telephone will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.[48]

F. Additional Rule Amendments

1. Terms and Conditions of Service

T C Telephone 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.horizoncellular.com.

2. Reporting Requirements

T C Telephone 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.[49]

---

[48] *See Order* at ¶ 257.

[49] *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.

3. Reimbursement from USAC

In seeking reimbursement for Lifeline, T C Telephone will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.[50] T C Telephone will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company seeks Lifeline reimbursement,[51] and the Company will seek reimbursement or actual lines served, not projected lines.[52]

4. Section 54.202 Certifications

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

IV. COMPANY INFORMATION

T C Telephone is a California Limited Liability Company formed in 2003. T C Telephone has approximately one thousand eight hundred (1,800) Lifeline wire-line subscribers, approximately three hundred (300) wire-line and less than one hundred (100) wireless subscribers in California at this time. T C Telephone started marketing to wireless customers at the start of 2012. T C Telephone markets through print, direct mail and television. T C Telephone has experienced continual growth due to advertising, management experience and quality customer service. The Company will provide prepaid wireless telecommunications services to consumers by using the network of its underlying carrier(s), currently Sprint Spectrum L.P. ("Sprint"). Sprint is a nationwide carrier that provides wholesale capacity on its wireless network to resellers like T C Telephone.

---

[50] *See Order* page 221.
[51] *See Order* at ¶ 128.
[52] *See Order* at ¶ 302.

T C Telephone will obtain from Sprint, via an agreement with Cintex Wireless, LLC, the network infrastructure and transmission facilities to allow T C Telephone to operate as a Mobile Virtual Network Operator ("MVNO").

A. Names and Identifiers

The Company's legal name is T C Telephone, L.L.C. T C Telephone does not have a holding company, any operating companies, or any affiliates. The Company identifies itself as T C Telephone or by its d/b/a Horizon Cellular on its marketing and advertising materials.

B. Financial and Technical Capability

T C Telephone is financially and technically capable of providing Lifeline-supported services.[53] T C Telephone has been providing wireless service to non-Lifeline customers for 9 years. T C Telephone has not been subject to enforcement action or ETC revocation proceedings in any state. T C Telephone is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate. T C Telephone has approximately one thousand eight hundred (1,800) Lifeline wire-line subscribers, approximately three hundred (300) wire-line and less than one hundred (100) wireless subscribers in California at this time. T C Telephone markets through print, direct mail and television. T C Telephone has experienced continual growth due to advertising, management experience and quality customer service. Furthermore, the senior management of T C Telephone has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.[54] T C Telephone's management has over 50 years of combined telecommunications experience. T C Telephone will also rely upon the managerial and technical expertise of Cintex Wireless, LLC, which has years of experience in building processes, teams and programs to support MVNOs.

---

[53] *See Order* at ¶ 387.
[54] See Exhibit D for key management resumes.

C. Lifeline Offering

T C Telephone 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. Currently, T C Telephone intends to provide service, upon designation as an ETC, only in California. As summarized in Exhibit E attached hereto, the Company's Lifeline offering in California will provide customers with a handset and one of the following plans:

1. 250 minutes per month at no cost;
2. 450 minutes per month for $9.00;
3. 750 minutes per month for $20.00; or
4. Unlimited minutes and text per month for $29.99.

Minutes will be credited to a customer's account on their monthly anniversary date - which is set on their Lifeline activation date. Text messaging and data usage will be available on all plans at the rate of 1 text or 1 MB per 1 minute of voice. Lifeline customers will also have access to voice mail, caller I.D. and call waiting services at no additional charge, even after their initial allotment of included minutes has been consumed. Airtime minutes are not deducted for calls to customer service (via 611 or the toll free number) or calls to 911; customers may place calls to 911 for free, regardless of account balance or activation status. Customers are not bound by a local calling area requirement; all Company plans come with domestic long distance at no extra charge and exceptional nationwide digital coverage on the Nationwide Sprint Network. T C Telephone currently blocks roaming and international calling features, so Lifeline customers are not at risk for incurring unexpected charges for these features. Lifeline customers can also purchase additional airtime if needed. Airtime cards will be available in denominations of $6.00 (30 minutes), $11.00 (90 minutes), $20.00 (300 minutes), $25.00 (500 minutes) and $55.00 (1000 minutes), and may be purchased by calling Customer Service.

T C Telephone does not impose burdensome credit checks or long-term service contracts. T C Telephone's prepaid offering will be an attractive alternative for consumers who need the mobility, security, and convenience of a wireless phone, but who are concerned about usage charges or long-term contracts.

V. CONCLUSION

T C Telephone submits that this Fourth Amended Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Implementation of the procedures described herein will promote public safety and should ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of the Company's Lifeline services. Accordingly, T C Telephone respectfully requests that the Commission expeditiously approve this Compliance Plan, as amended, 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,

T C Telephone, L.L.C

/s/ Lance J.M. Steinhart

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

Its Counsel

Dated November 28, 2012

Exhibit A

Sample Lifeline Certification Form

California LifeLine Telephone Program
www.cpuc.ca.gov

APPLICATION FORM

Please return form to:

California LifeLine Telephone Program
PO Box 6033
Artesia, CA 90702-6033

1-877-858-7463 TTY 1-888-858-7889

PART B Billing Address

John Q. Sample
1234 AnyStreet
AnyCity, CA 90001

PART B Service Address

1234 AnyStreet
AnyCity, , CA 90001

PART A Carrier Information

Carrier 1-800-999-9999
California LifeLine Phone Number: (999) 999-9999
California LifeLine Application Date: 7/1/2009

SAMPLE

You have expressed interest in applying for the
California LifeLine Telephone Program.

Please fill out and return this completed form by

7/1/2009

in order to qualify for the program.

OR, you can complete your form online at
www.californialifeline.com/online
if you are qualifying by Method 1 Program-Based

PIN 9999

This form is valid only for the person listed in Part B Billing Address above.

MAIL BACK ORIGINAL FORM WITH ANY REQUIRED DOCUMENTS.

COPIES OR PARTIAL FORMS WILL NOT BE ACCEPTED.

0 F 3 6 7 5 4 2 5 5 1 2

California LifeLine Application Form

COPIES OR PARTIAL FORMS WILL NOT BE ACCEPTED.

PART C Eligibility - You may use either Method 1 Program-Based OR Method 2 Income-Based below to qualify for California LifeLine.

Method 1 Program-Based: If you or another person in your household is enrolled in any of the programs below, please identify the program by filling in the correct bubble and provide the name of that person in the Name box.

Sample: ● Correct

- ○ Medicaid/Medi-Cal
- ○ Supplemental Security Income (SSI)
- ○ Supplemental Nutrition Assistance Program (SNAP) (Food Stamps)
- ○ Healthy Families Category A
- ○ Tribal TANF
- ○ Women, Infants and Children Program (WIC)
- ○ Low Income Home Energy Assistance Program (LIHEAP)
- ○ Federal Public Housing Assistance or Section 8
- ○ Temporary Assistance for Needy Families (TANF) (CalWORKS, StanWORKS, WTW or GAIN)
- ○ National School Lunch's FREE Lunch Program (NSL)
- ○ Bureau of Indian Affairs General Assistance
- ○ Head Start Income Eligible (Tribal Only)

Name: _____

(if you complete Method 1 above, do not complete Method 2 below)

Method 2 Income-Based: If the income level for your household is at or less than the maximum California LifeLine income listed below, please identify your household size by filling in the correct bubble.
YOU MUST PROVIDE PROOF OF YOUR TOTAL HOUSEHOLD INCOME.

TOTAL # OF ADULTS AND CHILDREN IN YOUR HOUSEHOLD	MAXIMUM California LifeLine YEARLY INCOME	Provide COPIES of any of the following income documents. Do not tape or staple to this form.
○ 1-2 Members	$24,000	● Prior year's state, federal, or tribal tax return; or ● Income statements or paycheck stubs for three consecutive months within the calendar year ● Child support document ● Statement of benefits from Social Security, Veterans Administration, retirement/pension, unemployment compensation, and/or workmen's compensation ● A divorce decree ● Other official documents
○ 3 Members	$28,200	
○ 4 Members	$34,000	
○ 5 Members	$39,800	
For each additional member after 5 members add $5,800 to $39,800		
○ _____ Members	$_____	

Part D DO NOT QUALIFY If you do not qualify for California LifeLine fill in the bubble below and sign the form.

○ I do not qualify for California LifeLine

Part E Signature By signing below, I certify, under penalty of perjury, that the service address is my principal place of residence, I have not been claimed as a dependent on another person's tax return, and that the information in this form is true and correct. Please note the printed name must match the person's name in Part B of this form unless this form is signed by a Legal Guardian or a person with Power of Attorney.

Applicant Signature (required)	○ Fill in if signed by a Legal Guardian or a person with Power of Attorney	Date: M M D D Y Y
Printed Name (required)		

Part F Please fill in if you prefer to receive future notifications in: ○ Large Print ○ Braille

SAMPLE

TC TELEPHONE, LLC
We Keep You Talking....

To apply for Lifeline through TC Telephone, LLC dba Horizon Wireless, please complete this form and submit to the address at the bottom of the next page. For more information or assistance, call 1-877-242-2046. When you submit this application, ***you must include the supporting documentation indicated below.*** Supporting documentation will not be returned.

1. CUSTOMER INFORMATION

First Name: _____ Last Name: _____

Home Address: _____ City: _____ State: _____ Zip Code: _____
(P.O. Box NOT sufficient)

Home Address: ☐ Permanent ☐ Temporary Date of Birth (MM/DD/YYYY): _____

Billing Address, if different from above: _____ City: _____ State: _____ Zip Code: _____
(P.O. Box IS sufficient)

Last 4 Digits of SSN: _____ Public Aid Case Number (if applicable): _____

Phone Number: (_____) - _____ - _____ E-mail: _____

2. PROGRAM-BASED ELIGIBILITY

To qualify for Lifeline, you must complete either this Section or Section #3 below. Check all program(s) that the person in Section #1 is enrolled in. ***If you are qualifying for Lifeline under this Section (i.e. by being enrolled in at least one of the following programs), you must provide current proof of program participation with this application.*** If any member of your household is a National School Lunch participant, you can check the box for that program.

- ☐ Electric Universal Service Program
- ☐ Federal Public Housing / Section 8
- ☐ Food Supplement Program/ Food Stamps
- ☐ Low Income Home Energy Assistance Program
- ☐ Maryland Energy Assistance Program
- ☐ Medicaid / Medical Assistance
- ☐ National School Lunch Program (free program only)
- ☐ Public Assistance to Adults
- ☐ Supplemental Security Income
- ☐ Temporary Assistance for Needy Families
- ☐ Temporary Cash Assistance
- ☐ Temporary Disability Assistance Program

3. INCOME-BASED ELIGIBILITY

To qualify for Lifeline, you must complete either this Section or Section #2 above. To qualify based upon your household income, the income of all your household members must be less than the amount indicated in the table below. If your household size is greater than 8, the maximum annual household income to qualify for Lifeline is the income indicated for 8 household members plus $5,346 for each additional household member.

Household Members: *(check the box which applies)*	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5	☐ 6	☐ 7	☐ 8	___ Specify
Maximum Annual Household Income:	$15,080	$20,426	$25,772	$31,118	$36,464	$41,810	$47,156	$52,502	$ _____
Customer Annual Household Income: $ _____									

If you qualify for Lifeline under this Section, attach the prior year's state or federal tax return for each household member or your most recent statements of income from the following sources:

- Divorce Decree / Child Support Documents
- Paystubs (most recent three consecutive months)
- Retirement / Pension Benefit Statements
- Social Security Benefits Statements
- Unemployment / Workers' Compensation Benefits Statements
- Veterans Administration Benefits Statements
- W2 Statements

4. LIFELINE PLAN SELECTION

Please check the box for the monthly plan that you would like to sign up for (you may change your plan at the end of any month by calling

Toll Free 1-877-242-2046

Lifeline Plans:

☐ Plan 1: 250 minutes ☐ Plan2: 450 Minutes ☐ Plan 3: 750Minutes ☐ Plan 4: Unlimited

Continued on Next Page

5. MULTIPLE HOUSEHOLDS AT THE SAME ADDRESS

☐ If you reside at an address occupied by multiple households, including adults who do not contribute income to your household and/or share in your household's expenses, please contact TC Telephone, LLC dba Horizon Wireless and you will be provided an additional form to complete. I certify that I reside at an address occupied by multiple households and have completed an additional form.

6. ACTIVATION AND USAGE REQUIREMENTS

TC Telephone, LLC dba Horizon Wireless Plans are prepaid services. When you receive your phone, contact TC Telephone, LLC dba Horizon Cellular 1-877-242-2046 to activate. To keep your account active, you must use your Lifeline service at least once during any 60 day period by completing an outbound call, purchasing additional minutes, answering an inbound call from someone other than TC Telephone, LLC dba Horizon Cellular. If your service goes unused for 60 days, you will no longer be eligible for Lifeline benefits and your service will be suspended (allowing only 911 calls and calls to customer service) subject to a 30 day cure period during which you can contact TC Telephone, LLC dba Horizon Cellular to confirm that you want to continue receiving Lifeline service from TC Telephone, LLC dba Horizon Cellular.

By signing and initializing each box below, I affirm that the information contained on this form is true and correct under penalty of perjury:

7. SIGNATURE _____ Date: _____
(Required)

_____ The information contained within this enrollment form is true and correct. I further acknowledge that Lifeline is a federal benefit program and that providing false or fraudulent statements or documentation in order to receive Lifeline is punishable by law, including fines, imprisonment, de-enrollment, or being barred from the Lifeline program.

_____ I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility as required by this enrollment form.

_____ I understand that Lifeline is only available for one landline or one wireless phone per household (not both); a violation of this requirement would constitute a violation of law and would result in my de-enrollment from the Lifeline program.

_____ My household is not already receiving Lifeline service from another company. I certify that I am the head of my household and understand that, for the purposes of the Lifeline program, a household is an individual or group of individuals who live together at the same address and share the same income and expenses.

_____ I understand that I may be required to verify my continued eligibility for the Lifeline program at any time and that failure to do so will result in de-enrollment.

_____The address listed in this form is my primary residence, not a second home or a business. If I move to a new address, I will notify TC Telephone, LLC dba Horizon Cellular within 30 days. If I checked "temporary " address in Section 1 above, I acknowledge that I must recertify my address every 90 days.

_____I will notify TC Telephone, LLC dba Horizon Wireless within 30 days if for any reason I no longer satisfy the criteria for receiving Lifeline including, as relevant, if I no longer meet the income-based or program-based criteria, I begin receiving more than one Lifeline benefit, or another member of my household starts receiving Lifeline benefit. I understand that I may be subject to penalties if I fail to follow this requirement.

_____I authorize TC Telephone, LLC dba Horizon Cellular to access my records in order to verify eligibility as required by federal or state agencies. I understand that my information (specifically my full name, address, date of birth and the last four digits of my social security number) will be transmitted to administrators managing state and/or federal databases.

_____Lifeline is not transferable. I will only use this phone for my family's own use and will not resell it, or give it to others.

_____In addition, I acknowledge that Lifeline enrollment may be terminated by TC Telephone, LLC dba Horizon Cellular in the event that federal or state Lifeline Programs are changed or terminated, if I no longer qualify for Lifeline, if TC Telephone, LLC dba Horizon Cellular discontinues its Lifeline participation, if I do not use the Lifeline phone for 60 days, or if I breach the terms and conditions at TC Telephone.com/lifeline.

Please mail this application, with supporting documentation to:

TC Telephone, LLC dba Horizon Cellular

PO BOX 1095

RED BLUFF, CA 96080

Exhibit B

Sample Advertisements

How to Apply

You may contact us at

877-242-2046 to apply over the phone.

Our Customer Service Representatives will be happy to help you to apply for California Lifeline Service.

Wireless

California Lifeline Service

=Freedom

STAYING ON CALIFORNIA LIFELINE

If you are currently enrolled in California Lifeline and would like to remain in the program, you must renew every year. You will be mailed a pink envelope. You also have the option of qualifying by either enrollment in a public assistance program or by your income. Be sure to complete and sign and return the form with any required documents before the due date. You can also renew online at www.CaliforniaLifeLine.com using your PIN. If you do not renew by the due date, you will be removed form the program and charged the regular non-discounted rates for basic service.

California Lifeline Program Provided by

Horizoncellular

Toll Free (877) 242-2046

Visit us @
www.horizoncellular.com

Horizoncellular

California Lifeline Program offered through Horizon Cellular

A Program of the California Public Utilities Commission

We keep you talking

Toll Free (877) 242-2046

What is California Lifeline? And do I qualify?

1) Program-Based:

You can qualify for California LifeLine if you or another person in your household is enrolled in any one of the following public-assistance programs:

- Medicaid/Medi-Cal
- Low Income Home Energy Assistance Program (LIHEAP)
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance or Section 8
- CalFresh, Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- Women, Infants and Children Program (WIC)
- Healthy Families Category A
- National School Lunch Program (NSL)
- Temporary Assistance for Needy Families (TANF):

1. California Work Opportunity and Responsibility to Kids (CalWORKs)
2. Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
3. Welfare-to-Work (WTW)
4. Greater Avenues for Independence (GAIN)

- Tribal TANF
- Bureau of Indian Affairs General Assistance
- Head Start Income Eligible (Tribal Only)
- Food Distribution Program on Indian Reservations

2) Income Based:

Household Size	Annual Income Limits
1-2 members	$24,700
3	$28,800
4	$34,800
Each additional member	Add $6,000 to $34,800

Effective from 06/01/12 to 05/31/13

Plans:

Please call us toll free for available plans.

877-242-2046

Phones:

We have many different phones available.

Please call out Toll Free Customer Service Number at 877-242-2046 for assistance in choosing a wireless phone.

No Credit Check!

No Deposit!

Only eligible consumers may enroll, please see **"What is California Lifeline? And do I qualify".**

The California Lifeline Program is a government benefit program.

The California Lifeline Program is limited to one benefit per household. **This means that you can either have a landline (wireline) or a cell-phone (wireless service) benefit. You cannot have both in one household .**

*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. +

Horizoncellular

Toll Free Phone: 877-242-2046

Website:
www.horizoncellular.com

Exhibit C

Lifeline Terms and Conditions

Lifeline Terms and Conditions of Service:

All phones are factory refurbished handsets. All phones are covered under a unconditional 14 day warranty. If you are not satisfied with the phone for any reason, simply return it within 14 days for a refund or exchange. Models vary. Prices & quantities are subject to change without notice. All refund/return equipment assessed a 15% restocking fee. Not available in all areas. Only available to TC Telephone, LLC active subscribers. *Phones shown on the website with an '*' asterisk, may not be the exact model you will receive.

Terms and Conditions of Service

TC TELEPHONE, LLC is a service provided by TC Telephone, LLC.

Existing *TC TELEPHONE, LLC* tariffs govern the Services. Tariffs which are officially on file with the various state public utilities commissions and the Federal Communication Commission ("FCC") supersede any terms related to the Services.

TC TELEPHONE, LLC may from time to time offer access through its website for users to obtain access to tariffs which are officially on file with the various state public utilities commissions and the Federal Communication Commission ("FCC"). However, users who access tariffs online should be aware that the documents accessible through the website herein may not be the official documents and users assume sole responsibility for any reliance on the tariffs available through this website. *TC TELEPHONE, LLC* bears no responsibility or liability for the accuracy of documents available through this website.

The following *TC TELEPHONE, LLC* Terms and Conditions of Service contains extremely important information about your rights as a subscriber, and by qualifying and/or enrolling in the *TC TELEPHONE, LLC* service (or Service) and/or by accepting delivery and/or making a call on your *TC TELEPHONE, LLC* or using your *TC TELEPHONE, LLC* phone after you make a change to your account, you are agreeing to the following Terms and Conditions of service and the following Terms and Conditions of Service are a legally binding agreement between you as the subscriber and TC Telephone, LLC.

TC TELEPHONE, LLC service requires: (1) eligibility for Lifeline ; and (2) residence within the Coverage Area.

Coverage Area: The only way to conclusively determine if *TC TELEPHONE, LLC* provides service in your area is to input your zip code into the *TC TELEPHONE, LLC website found at www.tctelephone.com. The TC TELEPHONE, LLC Map depicts an approximation of outdoor coverage. Actual coverage area may differ substantially from area shown on map, as coverage may be affected by terrain, weather, foliage, buildings and other construction, signal strength, customer equipment and other factors. TC TELEPHONE, LLC does not guarantee coverage or network availability. Charges will be based on the location of the site receiving and transmitting*

the call, not your location. Rates apply to calls to and from the TC TELEPHONE, LLC Coverage Area.

Taxes/Surcharges: *TC TELEPHONE, LLC* are solely responsible for paying all charges including, but not limited to all applicable surcharges, fees, taxes, and regulatory charges. *TC TELEPHONE, LLC* subscribers are responsible for all charges applicable to Customer handset service, whether or not Customer was the user of the wireless phone. TC TELEPHONE, LLC will automatically deduct applicable all applicable surcharges, fees, taxes, and regulatory charges from the Customer's available minutes. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and change to applicable contribution amounts for the Federal Universal Service Fund ("FUSF"). Other regulatory charges may become effective immediately. Additional taxes and other fees: In many jurisdictions, certain recurring fees or taxes will be debited from your account balance as allowed by law. Other taxes, surcharges and fees apply on top of refill denominations or other airtime purchases.

TC TELEPHONE, LLC subscribers will incur per minute charges and minutes will be depleted for 611 automated customer service, and 611 may not work in all areas. All calls to *611, any of *TC TELEPHONE, LLC* toll free customer service numbers and calls to the Customer Service IVR will incur standard airtime charges.

TC TELEPHONE, LLC subscribers have the option of requesting a copy of their paper bill. All requests for a copy of paper bill paper bill must be submitted in writing via mail or via fax:

IF BY MAIL:

TC Telephone, LLC
P.O. Box 1095
RED BLUFF, CA 96080
IF BY FAX to: 530-527-6072

If money/value/airtime is added to your *TC TELEPHONE, LLC* account before the current balance expires, the existing balance will carry over to the new expiration date. Any unused account balance is forfeited upon expiration or termination of eligibility in the *TC TELEPHONE, LLC* program.

Directory Assistance is $1.99 plus standard airtime rates. (effective 3/15/2012)

Operator Assistance is available by dialing 611. Or 877-545-1097

TC TELEPHONE, LLC voice usage is deducted in full-minute increments with partial minutes rounded up to the next full minute at the end of each call. No credit is given for dropped calls.

TC TELEPHONE, LLC plan minutes will be depleted for per-minute charges (and/or, where applicable, access fees) apply to calls made using features including Call Waiting, Call Forwarding, Three-Way Calling and voicemail retrievals.

TC TELEPHONE, LLC calling features include Call Waiting, Call Forwarding, Three-Way Calling and voicemail retrievals.

Caller ID: Your billing name may be displayed along with your wireless number on outbound calls to other wireless and landline phones with Caller ID capability *TC TELEPHONE, LLC*™ accounts do not have the ability to block the display of your name and number.

Roaming Usage: Is not available in most areas.

Domestic Text Messages: The rates to send or receive a text message to another person's phone using your *TC TELEPHONE, LLC* handset are equal to one minute of air time per text message for sending, and equal to one minute of airtime per text for receiving. If you do not want minutes/units deducted from your *TC TELEPHONE, LLC* phone, then do not send a text message and/or do not open any incoming text messages. Each message is limited to 160 characters in total length.

International Text Messages: (Not yet available.)

TC TELEPHONE, LLC subscribers hereby consent to accept/receive incoming text messages from time to time from *TC TELEPHONE, LLC* related to certain mandatory aspects of the *TC TELEPHONE, LLC* program as a condition to remaining eligible for the *TC TELEPHONE, LLC* program. *TC TELEPHONE, LLC* subscribers hereby acknowledge that incoming *TC TELEPHONE, LLC* text messages will be charged one minute of usage per text. *TC TELEPHONE, LLC* subscribers may opt out of accepting/receiving incoming text messages from *TC TELEPHONE, LLC.* related to certain non-mandatory aspects of the *TC TELEPHONE, LLC* program by calling 1-877-242-2046

Premium SMS:Premium SMS is a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than *TC TELEPHONE, LLC* Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. *TC TELEPHONE, LLC* does not generally participate in Premium SMS services or campaigns. You are solely responsible for any charges incurred for Premium SMS services or campaigns. Any text message sent to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium SMS services or campaigns (not authorized by *TC TELEPHONE, LLC*) whether you incur charges as deductions from your *TC TELEPHONE, LLC* minutes or from your credit card, are not refundable.

Data: The rates to send or receive Data using your *TC TELEPHONE, LLC* handset is one minute of airtime per megabyte.

A $0.10 minimum account balance on the *TC TELEPHONE, LLC* plan is required to place or receive a call.

900/976 numbers are not available with *TC TELEPHONE, LLC*

TC TELEPHONE, LLC standard airtime charges apply to 800, 866, 877 and other toll-free calls

TC TELEPHONE, LLC allows Domestic Long Distance calls to be originated and terminated within the 50 United States.

A fee may be charged for calls to and to add funds using a live customer service representative.

TC TELEPHONE, LLC Mobile to Mobile Minutes: Standard airtime charges apply to all Mobile to Mobile calls (i.e. *TC TELEPHONE, LLC* to *TC TELEPHONE, LLC* calls).

Your *TC TELEPHONE, LLC* handset display does not indicate the rate you will be charged.

DISPUTES: YOU MUST NOTIFY TC TELEPHONE, LLC IN WRITING WITHIN TWO MONTHS OR (90) DAYS, WHICHEVER COMES FIRST, OF THE DATE OF ANY EVENT GIVING RISE TO ANY DISPUTE INCLUDING, BUT NOT LIMITED TO, A DISPUTE OVER ANY CHARGES, ANY SERVICE PROVIDED, OR ANY EQUIPMENT PROVIDED TO YOU, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGES (OR SERVICES, OR EQUIPMENT) AND WAIVED YOUR RIGHT TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE. ALL DISPUTES MUST BE IN WRITING AND SENT TO:

IF BY MAIL:
TC Telephone, LLC
P.O. Box 1095
Red Bluff, CA
IF BY FAX to: 530-527-6072

If your *TC TELEPHONE, LLC* is interrupted for 24 or more continuous hours by a cause within TC Telephone, LLC’s' control, TC Telephone, LLC will issue you, upon written request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your *TC TELEPHONE, LLC* service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. TC Telephone, LLC's liability to any *TC TELEPHONE, LLC* subscriber for service failures is limited solely to the credit set forth above.

TC TELEPHONE, LLC services excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages.

DISPUTE RESOLUTION BY BINDING ARBITRATION: By accepting delivery and making a call on your *TC TELEPHONE, LLC* handset you are agreeing to the condition that

requires that certain disputes that may arise between you the subscriber and TC Telephone, LLC be resolved through Binding Arbitration instead of a court trial or in courts of general jurisdiction. **The sole remedy for any dispute shall be binding arbitration on an individual basis, rather than by a jury trial or class actions. Binding Arbitration limits the remedies available to you in the event of a dispute. Binding Arbitration is on an individual basis exclusively and class arbitrations and class actions are hereby excluded as a remedy.**

By accepting delivery and making a call on your *TC TELEPHONE, LLC* handset **you agree that the parties (***TC TELEPHONE, LLC* and you the *TC TELEPHONE, LLC* subscriber) **are each waiving the right to a trial by jury or to participate in a class action** and the Federal Arbitration Act governs the interpretation and enforcement of any claim brought by you. This binding arbitration provision shall survive termination of your service with *TC TELEPHONE, LLC.*

TC TELEPHONE, LLC and you as the *TC TELEPHONE, LLC* subscriber agree to arbitrate all disputes and claims between the parties. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to claims arising out of or based in contract, tort, statute, fraud, misrepresentation, claims relating to advertising, or any other legal theory and claims that are currently the subject of purported class action litigation in which you are not a member of a certified class. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND *TC TELEPHONE, LLC*™ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING** Further, unless both you and *TC TELEPHONE, LLC*™ agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Either party **(*TC TELEPHONE, LLC* or you the subscriber) who intends to seek binding arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to *TC TELEPHONE, LLC* must be sent to:**

TC Telephone, LLC
P.O. Box 1095
Red Bluff, CA
96080

The Notice must (1) contain a description the facts and basis of the claim or dispute; and (2) and the specific relief the party is seeking. If *TC TELEPHONE, LLC* and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or *TC TELEPHONE, LLC* may commence a binding arbitration proceeding. During the binding arbitration, the amount of any settlement offer made by either party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which the other party is entitled. The binding arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes(collectively, "AAA Rules") of the

American Arbitration Association ("AAA") and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by this terms and conditions. The only issues that are outside the scope of the arbitrator are issues, if any relating to the scope and enforceability of the arbitration provision. If the arbitrator finds that either the substance of the filer's claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of any fees will be governed by the AAA Rules.

LIMITATION OF LIABILITY: TC TELEPHONE, LLC MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL TC TELEPHONE, LLC BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) damage or injury caused by the use of service or Device, including use in a vehicle; (c) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by TC Telephone, LLC; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service.

Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, TC Telephone, LLC shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages the customer or any third party that may suffer by use of, or inability to use, service or Device provided by or through TC Telephone, LLC, including loss of business or goodwill, revenue or profits, or claims of personal injuries.

INDEMNITY: To the full extent allowed by law, the customer, hereby releases, indemnifies, and holds TC Telephone, LLC and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by TC Telephone, LLC or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF TC TELEPHONE, LLC. This obligation shall survive termination or expiration of the customer’s service with TC Telephone, LLC.

SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER LEGAL RIGHTS WHICH VARY FROM STATE TO STATE.

TC TELEPHONE, LLC DOES NOT GUARANTEE UNINTERRUPTED SERVICE OR COVERAGE. TC TELEPHONE, LLC CANNOT ASSURE YOU THAT IF A 911 CALL IS PLACED BY YOU WILL BE LOCATED. Limitations of liability set forth herein govern unless prohibited by applicable law.

Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers.

TC TELEPHONE, LLC service blocks access to certain categories of numbers (e.g. 976, 900 and international destinations) at the sole discretion of *TC TELEPHONE, LLC*™.

TC TELEPHONE, LLC may send you from time to time alert messages via SMS or email however there is no guarantee you will receive them.

TC Telephone, LLC also reserves the right to change or modify any of these *TC TELEPHONE, LLC* and Conditions of Service at any time and at TC Telephone, LLC' sole discretion.

Your *TC TELEPHONE, LLC* account is non-transferrable.

TC TELEPHONE, LLC cards and other account refills are nontransferable and nonrefundable.

TC TELEPHONE, LLC Service is available as long as you have a positive account balance.

TC TELEPHONE, LLC Handset Requirements**:** A compatible phone is required for *TC TELEPHONE, LLC*. Not all calling features work on all phones and in all areas.

Any changes or modifications to these *TC TELEPHONE, LLC* Terms and Conditions of Service will be binding once posted on the *TC TELEPHONE, LLC* website found at www.tctelephone.com.

Service Activation Fee: Your *TC TELEPHONE, LLC* account requires a Service Activation Fee ("SAF"). You are solely liable for the balance of your Service Activation Fee (“SAF”), if you choose to defer your Service Activation Fee you may pay $6.25 per month for the first 12 months of your service with TC Telephone, LLC. Your *TC TELEPHONE, LLC*™ Service Activation Fee ("SAF") varies per state. For the State of California residents the Service Activation Fee is reduced to $75.00 effective March 2, 2012.

You will be solely liable to pay for the full Service Activation Fee (“SAF”).

If your *TC TELEPHONE, LLC* service is ever disconnected or suspended for any reason, a Service Activation Fee (“SAF”) and new wireless phone number may be required to reactivate *TC TELEPHONE, LLC*™ service.

TC TELEPHONE, LLC rates and services are subject to change without notice.

TC TELEPHONE, LLC accounts that have no activity for a period of sixty (60) days will be canceled, and the phone will be deactivated. You have to option of re-enrolling in the *TC TELEPHONE, LLC* program by calling 1-877-242-2046. All initial certification requirements will still apply.

International Long Distance: International Long Distance is not allowed unless specifically ordered as part of the customer's plan. You may use your *TC TELEPHONE, LLC*™ phone to make international calls to landlines (including some cellular phones in some countries) but additional per minute rates apply. The actual rates and the available countries are subject to change without prior notice. (See www.tctel;ephone.com for available countries and details). Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. *TC TELEPHONE, LLC*™ reserves the right to block calls to any international location without notice, and to suspend or terminate international calling capability without notice. Call Forwarding is blocked to all international locations.*TC TELEPHONE, LLC*™ reserves the right to require subscribers, in order to complete an international call, the requirement to first dial a toll free number; or enter a "pound code" or a "short code" or a "star code" in order to complete the call.

International Calling: Per minute international long distance charges apply in addition to regular airtime charges. Higher charges may apply to mobile terminated calls in certain countries. International calling rates a subject to change without notice.

TC TELEPHONE, LLC will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your *TC TELEPHONE, LLC* phone when you are located outside of the 50 United States.

Adding Additional Airtime: Adding Additional Airtime: Your *TC TELEPHONE, LLC*™ phone will only operate when you have airtime minutes/units/value available on the *TC TELEPHONE, LLC*™ handset. If you run out of your free monthly allotment of airtime, you may purchase and add airtime to your phone.

California Recurring Airtime:

TC TELEPHONE, LLC traditional non-Lifeline California only plans consist of 250 minutes for a $14.99 a month plan; 450 minutes for $24.99 a month; 750 minutes for $34.99 a month and Unlimited minutes for $49.99 per month. If you have selected the $14.99 a month plan and you are approved for Federal Lifeline by Cert A, the California Lifeline Administrator. you will receive a Lifeline credit of $13.50. Additionally if you have selected the $24.99 a month plan and if you are approved for Federal Lifeline by Cert A the California Lifeline Administrator you will receive a Lifeline credit of $13.50. Alternatively if you have selected the $34.99 a month plan and if you are approved for Federal Lifeline by Cert A, the California Lifeline Administrator, you will receive a Lifeline credit of $13.50. Alternatively if you have selected the $49.99 a month plan and if you are approved for the Federal Lifeline by Cert A, the California Lifeline Administrator, you will receive a Lifeline Credit of $13.50.

With all *TC TELEPHONE, LLC* California only monthly plans the minutes do not roll over. If you do not use the monthly minutes allotted under the California only plans, the minutes will not roll over to the next month.

Additional Airtime Cards: *TC TELEPHONE, LLC* customers may purchase and use any *TC TELEPHONE, LLC* airtime cards, or obtain additional airtime directly through *TC TELEPHONE, LLC* You add airtime by entering the PIN obtained from a *TC TELEPHONE, LLC* airtime card. You must add your airtime to your *TC TELEPHONE, LLC* phone within one year from the date of purchase; otherwise the card/PIN expires and you will not be able to add those minutes to your *TC TELEPHONE, LLC* phone; nor receive a refund for any unused minutes. Each TC Telephone, LLC airtime card comes with a number of minutes and a service period that begins to run from the day you add airtime to your *TC TELEPHONE, LLC* phone.

Any airtime purchased and loaded on to a *TC TELEPHONE, LLC* Non-Lifeline Non-Government Assisted handset will be valid and available for use for up to 30 days from the date the airtime value was loaded if no additional airtime purchase(s) are loaded within the 30 day period from the date the last airtime purchase was loaded. Failure to purchase and load additional airtime within the 30 day period from the date the last airtime purchase was loaded will result in loss of any unused airtime.

Maintaining an active account: In order to keep your service active on the *TC TELEPHONE, LLC* Non-Lifeline Non-Government Assisted, you must purchase and load airtime at least once during any consecutive 120 day period. As explained above, airtime expires 90 days from date of loading. If no additional airtime is loaded within 30 days after the 90 day expiration of your airtime (90 days + 30 days= 120 days), then your service on the *TC TELEPHONE, LLC* Non-Lifeline Non-Government Assisted will be deactivated.

Once deactivated *TC TELEPHONE, LLC* may also reassign your phone number to a different user. If your *TC TELEPHONE, LLC* Non-Lifeline Non-Government Assisted phone number is deactivated for non-use as described above, then a new phone number will be assigned to you by *TC TELEPHONE, LLC* and all outstanding activation fees must be paid prior to reactivation on the *TC TELEPHONE, LLC* Non-Lifeline Non-Government Assisted service.

The monthly recurring minutes that were credited with the purchase of additional minutes will be automatically applied to your account between the 5th and 10th of each month. These refill minutes expire 30 days from the date loaded onto your phone and do not roll over to the next month.

Bonus Minutes:*TC TELEPHONE, LLC* may from time to time offer Bonus minutes on minutes purchased via airtime card, PIN, or directly from *TC TELEPHONE, LLC* The free monthly allotment of *TC TELEPHONE, LLC* minutes received by the customer while enrolled in the *TC TELEPHONE, LLC* program, will not increase in value/airtime with the purchase of any additional airtime.

A fee may apply to all the *TC TELEPHONE, LLC* rate plan changes.

Service End Date: Is the last day of your TC TELEPHONE, LLC™ service period. Airtime minutes added to your TC TELEPHONE, LLC account do not expire **if you elected to be on a rollover plan** and as long as your *TC TELEPHONE, LLC* account remains active, and at least one airtime transaction occurs during a consecutive sixty (60) day period. An Airtime transaction can include, but is not limited to, per minute voice cellular call, inbound SMS text message, outbound SMS text message, or data usage. Service End Date can be calculated from (i) the date your *TC TELEPHONE, LLC* account became active; (ii) the date you placed or received the initial airtime transaction on your *TC TELEPHONE, LLC* account; (iii)the receipt of the monthly allotment of *TC TELEPHONE, LLC*™ plan airtime minutes; (iiii) or the purchase or addition of a *TC TELEPHONE, LLC* airtime card, or (iiiii) the date you were determined to be eligible for the *TC TELEPHONE, LLC* plan, whichever can be conclusively determined by *TC TELEPHONE, LLC*™ at its sole discretion.

If for whatever reason your *TC TELEPHONE, LLC* service is suspended within the initial (or subsequent twelve month renewal period, or any subsequent twelve month renewal period thereafter) and subsequently restored you will only receive the monthly minutes that you were entitled to receive until being suspended but you will lose any minutes that you would have received during your suspension period. If your *TC TELEPHONE, LLC* service is deactivated for whatever reason within the initial twelve month period after initial enrollment, and you desire to re-activate your *TC TELEPHONE, LLC* service then you will need to re-qualify and re-enroll and no replacement or reimbursement of unused minutes will be provided. If your account is *TC TELEPHONE, LLC* Lifeline service is deactivated for whatever reason within the initial twelve month period after initial enrollment *TC TELEPHONE, LLC* reserves the right to void any unused minutes on a Lifeline account, if any unused minutes remain on that account. If for whatever reason TC Telephone, LLC were to lose its ability to seek reimbursement for Lifeline or Link-Up, TC Telephone, LLC reserves the right to void or cancel any unused minutes (and or monetary value) associated with Lifeline subsidized service.

If you fail to annually verify continued eligibility for the Lifeline program and fail to re-qualify and re-enroll in the *TC TELEPHONE, LLC* service so and you do not purchase any additional airtime minutes, then your *TC TELEPHONE, LLC* service will be deactivated and you will potentially lose your phone number, even if you have minutes remaining.

The purchase of any *TC TELEPHONE, LLC* airtime card is non-refundable. *TC TELEPHONE, LLC* airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.

Non-Utilization De-Enrollment and Deactivation:If a TC Telephone, LLC subscriber exceeds two (2) months without any Utilization (as defined in this section), the TC Telephone, LLC subscriber will be de-enrolled from the TC Telephone, LLC Lifeline Program. "Utilization" is defined as any transaction including, but not limited to, making or receiving a call, making an attempted call, checking voicemail message, sending or opening a text message, checking airtime balance by dialing *1776, downloading content, data usage or adding airtime. Upon de-enrollment for non-Usage, the TC Telephone, LLC subscriber will have up to a thirty (30) day

grace period to reenroll by demonstrating usage activity or by contacting the TC Telephone, LLC Lifeline Program by calling 877-242-2046. If you do not re-enroll or call TC Telephone, LLC customer service within thirty(30) days of your de-enrollment, your phone service will be deactivated and any airtime will be lost.

In order to reactivate your TC Telephone, LLC phone and re-enroll in the TC Telephone, LLC Lifeline Program, you will need to call TC Telephone, LLC customer service and you will need to pay a Service Activation Fee ("SAF") Upon re-enrollment in the TC Telephone, LLC Lifeline Program, you will be provided your first entitlement of airtime for the thirty (30) day period of time in which the service was reactivated.

MMS Data Services:*TC TELEPHONE, LLC* is not responsible to provide Data Services. With existing *TC TELEPHONE, LLC* phone models, subscribers are not able to download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services"). UNLESS you have prepaid for a data plan.

Data Services are currently an additional Service offered by the *TC TELEPHONE, LLC*

MMS Data service is only available in certain plans.

TC Telephone, LLC's services are provided solely for live dialogue between two individuals for personal use consisting of person to person voice calls, text and picture messaging (if available) and internet browsing and downloading of content (if available). Other uses have the potential to disrupt reliable service to other TC Telephone, LLC' subscribers and/or have an impact on network resources, so are therefore considered abuse of the service and are prohibited uses pursuant to the company's terms & conditions and the company's tariffs.

Such prohibited uses include, but are not limited to utilization of TC Telephone, LLC service for, connection to servers, connection to computers, connection to web cameras, connection to machine-to-machine, connection to dedicated data connections, telemarketing purposes, autodialing purposes, transmission of broadcasts, transmission of recorded material, tethering purposes, continuous mobile to mobile voice calls, continuous mobile to landline voice calls, automated text or picture messaging to another mobile device, automated text or picture messaging to another e-mail address, conference call purposes, use with monitoring services, auto-redial purposes, streaming of audio or video data, broadcast purposes, automatic data feed purposes, peer-to-peer (P2P) file sharing purposes, backup for private line purposes, or any and all other commercial uses.

TC Telephone, LLC reserves the right to determine at the company's sole discretion that abuse and prohibited use is taking place or evidence exists of a subscribers placing calls of unusually long duration. TC Telephone, LLC reserves the right to prevent to such abuse and limit prohibited use by terminating the use and defaulting the TC Telephone, LLC subscriber's service back to the standard pay-as-you-go prepaid plan (for Non-Lifeline subscibers), the default 50 minute plan, 68 minute plan, 125 minute plan, or the 250 minute plan based upon the subscriber's account as initially selected by the subscriber at time of initial activation, the most recent plan

change as elected by the TC Telephone, LLC Lifeline subscriber. Additionally, TC Telephone, LLC reserves the right to determine that abuse and prohibited use is taking place and at company's sole discretion, may terminate or suspend service accordingly. By TC Telephone, LLC reserving the right to make changes to a subscriber's account, at the company's sole discretion does not mean that TC Telephone, LLC has imposed any type of cap on the minutes and/or texts subscribers are allowed to use. TC Telephone, LLC monitors subscriber calling activity and the company has the ability to determine indications of abuse and can limit, restrict or terminate prohibited use.

As a TC Telephone, LLC subscriber, you are responsible for all calling activity that occurs in your wireless account, and all content that you transmit through a TC Telephone, LLC handset. TC Telephone, LLC reserves the right to, without notice, block access to certain categories of numbers (e.g. 976, 900, chat lines, and certain international destinations) or certain web sites if, in the company's sole discretion, TC Telephone, LLC experiences excessive billing, collection, fraud problems, misuse of the company's network, abnormal calling patterns, including repeated calls of an extended duration or a large number of repetitive calls to a particular number or numbers, or usage that may be harmful or disruptive to TC Telephone, LLCs systems or others subscriber's reasonable ability to use TC Telephone, LLCs services. TC Telephone, LLC may, but does not have an obligation to, refuse to transmit any information through TC Telephone, LLCs service and may screen, filter and delete information prior to delivery to any TC Telephone, LLC subscriber at the company's sole discretion as permitted by law.

In case of damage or destruction of any of *TC TELEPHONE, LLC* equipment, handset or accessories due to the negligence or willful act of the *TC TELEPHONE, LLC* subscriber, the *TC TELEPHONE, LLC* subscriber will be held responsible for the cost of restoring the equipment, handset or accessories to its original condition, or of replacing the equipment, handset or accessories destroyed, or will be responsible to pay an equipment replacement fee. *TC TELEPHONE, LLC* may suspend a subscriber's service while the subscriber effectuates replacement or repair of the equipment, handset or accessories.

All *TC TELEPHONE, LLC* handset makes and models provided under the *TC TELEPHONE, LLC* program are selected and dispensed at the sole option of *TC TELEPHONE, LLC.*

TC TELEPHONE, LLC recycles used phones.

TC TELEPHONE, LLC phone models will vary. *TC TELEPHONE, LLC* reserves the right to substitute and/or replace any *TC TELEPHONE, LLC* equipment (including handsets) with other TC TELEPHONE, LLC equipment at any time and at the sole discretion of *TC TELEPHONE, LLC.*

TC TELEPHONE, LLC subscribers acquire no proprietary interest in any telephone number assigned to their *TC TELEPHONE, LLC* account. *TC TELEPHONE, LLC* subscribers must accept the telephone number assigned to the *TC TELEPHONE, LLC* account at the time of activation, which shall be assigned at the sole discretion of *TC TELEPHONE, LLC.*

Your *TC TELEPHONE, LLC* handset can only be used through *TC TELEPHONE, LLC* and cannot be activated with any other wireless or cellular service provider. Any unauthorized use of your *TC TELEPHONE, LLC* handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and may result in immediate discontinuance of service along with legal action. Any attempt at tampering with or altering *TC TELEPHONE, LLC* phone or its software by unlocking, re-flashing, entering unauthorized PINs, or engaging in any other unauthorized or illegal use of your *TC TELEPHONE, LLC* phone or the Service, or assisting others in such acts, including but not limited to selling your *TC TELEPHONE, LLC* handsets or minutes will be prosecuted to the fullest extent of the law. You hereby agree that any illegal or unauthorized use or sale of your *TC TELEPHONE, LLC* phone or minutes shall entitle TC Telephone, LLC to recover liquidated damages from you in an amount of not less than $5,000 per *TC TELEPHONE, LLC* handset used in violation of this agreement.

TC TELEPHONE, LLC service is subject to certain limitations caused by many factors. Some of but not all of the factors can include, system issues, equipment compatibility issues, geographical limitations, atmospheric conditions, and other conditions outside of the control of *TC TELEPHONE, LLC*™Likewise, *TC TELEPHONE, LLC* Service may be interrupted, quality degraded, blocked, or limited due to system capacity limitations, technology migration or limitations imposed by the Carrier, or due to but not limited to, equipment malfunction, outages, modifications, repairs or other similar actions on the part of *TC TELEPHONE, LLC* to maintain its service offering. Neither TC Telephone, LLC., nor any other Carrier, shall have any liability whatsoever for service failures, outages or limitations of *TC TELEPHONE, LLC* service.

TC TELEPHONE, LLC cannot and does not warrant or guarantee availability of its wireless services nor guarantee that *TC TELEPHONE, LLC* services will be provided without interruption.

TC TELEPHONE, LLC services are provided at TC Telephone, LLCs sole discretion.

TC TELEPHONE, LLC may modify or cancel any Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of *TC TELEPHONE, LLC* terms and conditions.

TC TELEPHONE, LLC customer service can be reached by dialing 1-877-242-2046.

CHARGES YOU ARE RESPONSIBLE FOR: You are responsible for paying all charges for or resulting from services provided hereunder. Charges may include, without limitation: airtime, roamer, recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon TC Telephone, LLC. TC Telephone, LLC reserves the right to add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. You hereby agree to pay for incoming and outgoing calls to and from your phone. Additional charges may apply for detailed information about your usage of services. unless

otherwise specifically provided for hereunder any unused allotment of services from one monthly period will not carry over to the next monthly period.

AIRTIME AND OTHER MEASURED VOICE USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS AND IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR CHARGING PURPOSES. TC TELEPHONE, LLC CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL.

Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed.

ACCOUNT ACCESS:*TC TELEPHONE, LLC* may provide information about and to make changes to *TC TELEPHONE, LLC* subscriber's accounts, including, but not limited to, suspending, deactivating, adding new service, changing service, providing information that my amount to Customer Proprietary Network Information ("CPNI") upon the direction of any person able to provide information *TC TELEPHONE, LLC* deems sufficient to identify you as the *TC TELEPHONE, LLC* subscriber.

Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You hereby consent to the use by *TC TELEPHONE, LLC* or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you the *TC TELEPHONE, LLC* subscriber to advise you about our services or other matters *TC TELEPHONE, LLC* may believe to be of interest to you the *TC TELEPHONE, LLC* subscriber. the *TC TELEPHONE, LLC*™ reserves the right to contact you the *TC TELEPHONE, LLC* subscriber by any means regarding customer service related notifications, or other such information.

If you do not want to accept these terms and conditions, do not activate an *TC TELEPHONE, LLC* phone or use your *TC TELEPHONE, LLC* phone after you make a change to your account and contact *TC TELEPHONE, LLC* at 1-877-242-2046

Overview of the Lifeline Program

TC TELEPHONE, LLC service offering is a part of a program that derives from the Universal Service Fund. The part of the program that *TC TELEPHONE, LLC* offers to qualified subscribers is called the Lifeline . Lifeline provides discounts that make telephone service (and wireless service) more affordable for more than 7 million Americans. The wireline and wireless companies that provide Lifeline are approved to participate in the low income program of the Universal Service Fund for the revenue they forgo by providing discounted service to eligible consumers.

What is Lifeline Support?

Lifeline is essentially monthly support that lowers the cost of monthly local wireline or wireless telephone service. An eligible customer may receive the Lifeline discount on either a wireline or wireless connection, but the discount is available for only one telephone connection per household. Lifeline support is essentially a monthly support amount that varies between states, and eligible consumers can receive up to $10.00 per month in Lifeline subsidies.

In order to qualify for and participate in the *TC TELEPHONE, LLC* Lifeline service offering, a person must meet certain state and federal eligibility requirements that can be unique to the particular state where the subscriber resides and the Service is to be provided.

These state and federal eligibility requirements are based on several factors. Eligible subscribers can qualify for the Lifeline one of two ways; Either through what is known as 1) Program Based Eligibility or 2) Income Based Eligibility.

PROGRAM BASED ELIGIBILITY: Generally under the Program Based Eligibility criteria, subscribers are eligible to receive Lifeline discounts if they participate in one or more of the following programs:

1. Medicaid
2. Food Stamps
3. Supplemental Security Income (also know as SSI)
4. Federal Public Housing Assistance (Section 8)
5. Low Income Home Energy Assistance Program (LIHEAP)
6. National School Lunch program's free lunch program
7. Temporary Assistance for Needy Families Program (TANF)

Program Based Eligibility criteria will vary by state. To determine if your state provides service in your area you should refer to the *TC TELEPHONE, LLC* website found atwww.tctelephone.com.

Generally under the Income Based Eligibility criteria, subscribers are eligible to receive Lifeline discounts if their total combined household income meets the Income Poverty Guidelines as defined by the U.S. Government. Income based criteria varies by state.

INCOME BASED ELIGIBILITY: To demonstrate eligibility based upon Income Based Eligibility criteria only, please fax or mail the following information:

A signed *TC TELEPHONE, LLC*™ Lifeline application form signed and dated along with documentation demonstrating proof of income and total amount of household income for last year (Example: income tax return form, W2 form).

Some states do not offer Income Based Eligibility criteria for Lifeline. Please review the state specific requirements for Income Based Eligibility criteria before submitting an Income Based Eligibility application.

Some restrictions on TC TELEPHONE, LLC Lifeline Service application requirements include, but are not limited to:

TC TELEPHONE, LLC Lifeline Service offering is limited to one (1) per household;

All potential subscribers applying for the TC TELEPHONE, LLC Lifeline Service offering must declare under penalty of perjury that:

Applicant authorizes TC Telephone, LLC, or its duly appointed representative(s) to access records relating to applicant, applicant's family, that may reside in any state or federal database to verify applicant's eligibility for the Lifeline program;

Applicant authorizes representatives of any state or federal assistance programs to discuss with and/or provide copies of or records relating to applicant if requested by *TC TELEPHONE, LLC*.

Applicant authorizes representatives of any state or federal assistance programs to verify applicant's participation in any state or federal assistance programs and applicant's eligibility for Lifeline service;

Applicant will notify *TC TELEPHONE, LLC* if and when applicant no longer participates in at least one of the qualifying state or federal assistance programs;

Applicant certifies that applicant does not currently have Lifeline service and no other resident at applicant's residential address participates in the Lifeline program;

If Applicant has Lifeline service now applicant agrees to cancel applicant's current Lifeline support in favor of *TC TELEPHONE, LLC*.

Applicant affirms that applicant is over eighteen, head of household and that applicant is not claimed as a dependent on another person's federal or state income tax return;

Applicant agrees to notify *TC TELEPHONE, LLC* if applicant has a change of address;

Applicant affirms under penalty of perjury, that the foregoing representations are true and correct to the best of applicant's knowledge and belief.

Upon written request, applicants who do not meet the eligibility requirements will be provided with the reason for non-eligibility.

TC TELEPHONE, LLC cannot certify or verify your eligibility for Lifeline service without the submission of your Social Security Number. *TC TELEPHONE, LLC* keeps your information strictly confidential and will not be disclosed without your consent. If you submit your Social Security Number online your personal information is Secure Socket Layer (SSL) encrypted.

Description of Annual Recertification/Verification

For applicants who successfully submit a *TC TELEPHONE, LLC* application if and when required and for applicants who meet the specific eligibility requirements, those approved applicants will receive a free cellular phone provided by *TC TELEPHONE, LLC* along with a free allotment of airtime minutes each month for a period of twelve (12) consecutive months from the service start date.

TC Telephone, LLC reserves the right to determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate and/or continue to participate in the TC TELEPHONE, LLC Service.

The actual amount of airtime minutes an eligible subscriber will receive on a monthly basis varies from state to state. TC Telephone, LLC reserves the right to change or modify, increase or decrease the actual amount of airtime minutes an eligible subscriber will receive on a monthly basis without notice.

Every *TC TELEPHONE, LLC* Service enrolled subscriber will be required to re-qualify on an annual basis to remain eligible to receive benefits under the *TC TELEPHONE, LLC* program. Each *TC TELEPHONE, LLC* subscriber is required to re-qualify for the Lifeline program pursuant to the appropriate federal and/or state rules associated with verification of Lifeline.

TC Telephone, LLC reserves the right to determine at its sole discretion if a *TC TELEPHONE, LLC* subscriber meets the annual Recertification/Verification requirements and if the subscriber fails to re-qualify for *TC TELEPHONE, LLC* Service.

If TC Telephone, LLC determines that a customer fails to re-qualify for *TC TELEPHONE, LLC* Service, such customer will immediately be deemed ineligible to participate in the *TC TELEPHONE, LLC* Lifeline Service and will no longer receive the free monthly minutes. Once a customer no longer participates in the *TC TELEPHONE, LLC* Service (either by choice, disqualification, cancellation or termination), such customer may retain the *TC TELEPHONE, LLC* handset.

TC TELEPHONE, LLC subscribers who fail to meet the annual Recertification/Verification requirements, may remain as a TC Telephone, LLC customer however that subscriber will no longer receive any free and or bonus monthly minutes.

Upon the request of a state and/or federal authority, a *TC TELEPHONE, LLC* customer's enrollment may also be cancelled. *TC TELEPHONE, LLC* reserves the right to cancel the enrollment of any customer and suspend or deactivate any *TC TELEPHONE, LLC* phone for any fraud related reasons.

OPTION TO DE-ENROLL. *TC TELEPHONE, LLC* subscribers have the ability to de-enroll from the *TC TELEPHONE, LLC* Lifeline program at any time for any reason. Subscribers who choose to de-enroll from the *TC TELEPHONE, LLC* Lifeline program will no longer be entitled to receive any free or bonus minutes that may have been previously offered. Subscribers who choose to voluntarily de-enroll from the *TC TELEPHONE, LLC* Lifeline program will be required to re-qualify for the Lifeline program pursuant to the appropriate federal and/or state rules associated with verification of Lifeline. Subscribers who choose to voluntarily de-enroll from the *TC TELEPHONE, LLC* Lifeline program will be required to do so in writing and must provide *TC TELEPHONE, LLC* program sufficient information for *TC TELEPHONE, LLC* to conclusively determine the de-enrolling subscriber's identity. All voluntarily de- enrollments should be sent to:

TC Telephone, LLC
P.O. Box 1095
Red Bluff, CA 96080
Voluntarily de-enrollments can also be sent in writing via fax to: 530-527-6072

SUPPORTED SERVICES
Voice grade access to the public switched telecommunications network ("PSTN") is a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal indicating there is an incoming call in a bandwidth, at a minimum, between 300 and 3,000 Hertz. TC Telephone, LLC service provides wireless access to the Public Switched Network.

Dual Tone Multi-Frequency ("DTMF") Signaling or Its Functional Equivalent: DTMF is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time. All TC Telephone, LLC provided telephone handsets are DTMF-capable.

Single-party Service or its Functional Equivalent: Single-party wireless service is a dedicated message path for the length of a subscriber's particular transmission. TC Telephone, LLC provides customers with single-party access for the duration of every phone call but does not provide multi-party or party Line service.

Access to 911 and E911 Emergency Service: Access to Emergency Service is a service that permits a subscriber, by dialing the three-digit code 911, to call emergency services through a Public Service Access Point (PSAP) operated by local government.

Access to Operator Services: Access to operator services is access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call.

Access to Interexchange Service: Access to interexchange service is a service that permits a telecommunications user to complete a long distance call or toll call.

Access to Directory Assistance: Access to directory assistance is access to a service of making available to customers, upon request, information contained in directory listing.

Toll Limitation Service: TC Telephone, LLC subscribers have the optional ability to use their service to complete a long distance call or toll call in an amount of service that limits the amount of service to which they have already paid.

One subscriber per household rule: *TC TELEPHONE, LLC* will follow any established FCC or state Public Service Commission procedures to comply with the "one-per-qualifying subscriber per household rule" for Lifeline support. *TC TELEPHONE, LLC* will make available state-specific Subscriber data, including name, address, to the Universal Service Administrative Company ("USAC") and to any state Public Regulatory Commission as required for the purpose of permitting USAC or the state Public Regulatory Commission to determine whether an existing Company Lifeline Subscriber receives Lifeline service from another carrier. *TC TELEPHONE, LLC* will promptly investigate any notification that it receives from USAC or state Public Regulatory Commissions that one of its Subscribers already receives Lifeline service from another carrier. Should investigation by *TC TELEPHONE, LLC* conclude that the Subscriber receives Lifeline services from another carrier in violation of the FCC regulations, or if otherwise directed by USAC or the state Public Regulatory commission, *TC TELEPHONE, LLC* will immediately notify the Subscriber and deactivate Lifeline services.

Penalties for Fraud: As a *TC TELEPHONE, LLC* subscriber to TC Telephone, LLC Lifeline program, your Lifeline service and the resultant Lifeline subsidies may be terminated for various factors, including but not limited to a request to de-enroll your Lifeline benefits originating from either a federal and/or state authority. Please be advised, while as an active *TC TELEPHONE, LLC* subscriber to TC Telephone, LLC Lifeline and Link-Up program, you will be in VIOLATION OF FEDERAL AND STATE LAW if you attempt to or engage in activities that amounts to CONVEYING, SELLING OR GIVING AWAY A *TC TELEPHONE, LLC* HANDSET that is active and contains Lifeline subsidized minutes to someone other than the person that applied for the handset/service, OR CONVEYING, SELLING OR GIVING AWAY *TC TELEPHONE, LLC* LIFELINE-SUBSIDIZED SERVICE PROVIDED TO YOU, A LIFELINE END-USER, BY TC TELEPHONE, LLC, INC. to anybody. Violations by any *TC TELEPHONE, LLC* subscriber discovered in the normal course of business by TC Telephone, LLC will have their account information turned over to the designated law enforcement agencies for prosecution to the fullest extent of the law. Also, if it has been determined that an active *TC TELEPHONE, LLC* subscriber may have engaged in the acts listed above, TC Telephone, LLC, in the company's sole discretion, will de-enroll the subscriber from receiving Lifeline benefits, and will deactivate the subscriber's handset for fraud, and the subscriber's information, including account information, will be prevented from attempting to gain *TC TELEPHONE, LLC* Lifeline subsidized service in the future.

Individuals claiming program-based eligibility must self-certify, under penalty of perjury, their eligibility through participation in one of the programs listed above.

Individuals claiming income-based eligibility must sign a form self-certifying, under penalty of perjury, their total household income and the number of people in their household. In addition, customers must present acceptable documentation of income which includes:

1. the prior year's state, federal, or tribal tax return
2. current income statement from an employer or paycheck stub
3. a Social Security statement of benefits, Veterans Administration statement of benefits, or a retirement/pension statement of benefits
4. an Unemployment/Workmen's Compensation statement of benefits
5. federal or tribal notice letter of participation in General Assistance
6. a divorce decree, child support, or other official document

If documentation that does not cover a full year is used to as proof of income, you must present three consecutive months worth of the same types of document within that calendar year.

Discounts will not apply until all required documentation is received.

To apply for Lifeline, or to see if you are eligible, contact a *TC TELEPHONE, LLC* at 877-242-2046

How do I continue to receive Lifeline benefits?

Eligibility is verified on an annual basis (yearly) at which time the subscriber will be required to self-certify that they are still participating in a qualifying program. Discounts are removed from the account of a customer who is no longer eligible or in the event that proof is not received within the time frame allowed.

TC TELEPHONE, LLC TRADITIONAL NON-LIFELINE SERVICE
No contract
No credit check
Nationwide coverage Airtime Cards available at convenient locations
Key Features of *TC TELEPHONE, LLC* Non-Lifeline service offering:
Handsets starting at $25.00
One Time Service Activation Fee of $75.00 - Optional Deferred Activation Fee, $30.00 paid upfront and payment $3.75 per month for 12 consecutive months beginning with the first month of activation.
Shipping $5.00

Expedited Shipping $10.00

For additional information, contact a *TC TELEPHONE, LLC* customer service representative at 877-242-2046.

California Lifeline

Lifeline is a federally subsidized program designed to help eligible low-income households receive home telephone service at a reduced rate. *TC TELEPHONE, LLC* traditional non-Lifeline California only plans consist of 250 minutes for a $14.99 a month plan; 450 minutes for $24.99 a month; and 750 minutes for $34.99 per month. If you have selected the $14.99 a month plan and you are approved for Federal Lifeline by Cert A, the California Lifeline Administrator, you will receive a Lifeline credit of $13.50. Additionally if you have selected the $18.50 a month plan and if you are approved for Federal Lifeline by Cert A, the California Lifeline Administrator, you will receive a Lifeline credit of $13.50 Alternatively, if you have selected the $34.99 a month plan and if you are approved for Federal Lifeline you will receive a Lifeline credit of $13.50. If you have selected the $49.99 a month plan you will receive a Lifeline credit of $13.50.

How do I know if I am eligible?

Eligibility for Lifeline discounts are based on the following.

Program Based Eligibility - Under the Program Based Eligibility Criteria, you are eligible to receive Lifeline discounts if you participate in one or more of the following programs:

- Bureau of Indian Affairs General Assistance
- California Work Opportunity and Responsibility to Kids (CalWORKs)
- Federal Public Housing Assistance or Section 8
- Food Stamps or Supplemental Nutrition Assistance Program (SNAP)
- Greater Avenues for Independence (GAIN)
- Head Start Income Eligible (Tribal Only)
- Healthy Families Category A
- Low-income Home Energy Assistance Program (LIHEAP)
- Medicaid/Medi-Cal
- National School Lunch's FREE Lunch Program (NSL)
- Stanislaus County Work Opportunity and Responsibility to Kids (StanWORKs)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families (TANF)
- Tribal TANF
- Welfare-to-Work (WTW)

- Women, Infants and Children Program (WIC)

Income Based Eligibility – Income Based Eligibility: In addition, a consumer can also qualify for California Lifeline if their total household income is at or less than the following income maximums:

Sno.	Total Members	Total Monthly Household Income
1	1-2 members	$24,700
2	3 members	$28,800
3	4 members	$34,800
4	Each additional member	$6,000

In order to qualify for California Lifeline based on household income, you will need to provide documents proving that your total household income is at or below the income maximum for your household size. Income documents include:

- Prior year's state, federal, or tribal tax return.
- Income statements or paycheck stubs for three consecutive months within the calendar year.
- Statement of benefits from Social Security, Veterans Administration, etirement/pension, unemployment compensation, and/or workmen's compensation.
- Divorce decree.
- Child support document.
- Other official documents.

The household for which you are ordering CA Federal Lifeline must be your primary residence and you may not currently have Federal Lifeline service. You cannot be claimed as a dependent on someone else's income tax returns.

A household may qualify for a second Federal Lifeline phone line, if you or a member of your household is disabled and uses a telephone text device, TTY. Your household member who is disabled has to have immediate and continuous access within the household to a TTY and you must provide proof for the need of a TTY such as proof issued by DDTP or a medical certificate indicating the household member's need for a TTY device.

How do I apply?

Individuals should contact *TC TELEPHONE, LLC* by calling toll free 877-870-9222 or by going online to www.tctelephone.com to state that they qualify for California lifeline. A *TC TELEPHONE, LLC* customer representative will review the California Lifeline eligibility requirements to determine if the individual qualifies for California Lifeline.

After gathering the individual's information, *TC TELEPHONE, LLC* will send the individual's information to a California federal Lifeline program administrator (Solix), an organization that keeps track of California residents receiving Lifeline. If the individual's name is kept under

Solix's record of Lifeline subscribers, the individual will receive a handset preloaded with the minutes according to the plan chosen by the individual.

If your name is not under Cert A, the California Lifeline Administrator Solix's record of Lifeline subscribers, you will receive a pink envelop from Cert A, the California Lifeline Administrator Solix, within three (3) to five (5) business days. The letter will contain a unique four (4) digit PIN number assigned exclusively to the individual. Once you receive the letter, you can either return the letter to Cert A, the California Lifeline Administrator Solix, or you can complete online by entering the PIN number assigned to you. Completing the form online will expedite your approval process. Keep in mind the completed certification form must be completed on-line or filled in and returned to Cert A, the California Lifeline Administrator Solix, by the deadline date indicated on the form. Cert A, the California Lifeline Administrator Solix, will notify you and *TC TELEPHONE, LLC* once it determines whether or not you are eligible for Federal Lifeline and Link Up.

Consumers who are currently enrolled in Lifeline with a provider other than *TC TELEPHONE, LLC*™ are not required to inform their current Lifeline provider that they are changing providers.

New Federal Lifeline applicants must be approved for California Federal Lifeline by Cert A, the California Lifeline Administrator, before the discounted Federal Lifeline and Link-Up rates are received. Until you are approved by Cert A the California Lifeline Administrator, you will pay regular rates.

Individuals who do not qualify will be enrolled in the Company's non-Lifeline service and will be able to purchase airtime minutes in standard denominations, at standard non-Lifeline rates.

Individuals claiming income-based eligibility must sign a form self-certifying, under penalty of perjury, their total household income and the number of people in their household. In addition, customers must present acceptable documentation of income which includes:

You may opt to receive the instructions for the certification form in Braille (English Only) or instructions and certification form in large print from Cert A the California Lifeline Administrator Solix, but you need to request this at the time of initial enrollment by specifically informing the TC Telephone, LLC Customer Service Representative at the time of initial sign up for Federal Lifeline service.

How do I continue to receive Lifeline benefits?

Cert, A the California Lifeline Administrator Solix, requires all existing federal Lifeline customers to renew their participation on an annual basis. Each year, on the customer's anniversary date, current participants will receive, from Cert A the California Lifeline Administrator Solix, one of two types of federal Lifeline renewal forms in a Pink envelope.

There are two types of forms to renew one's participation in federal Lifeline. The first type is called "Renewal Form." The second type is called "Renewal Form (Documentation Required)."

Consumer's who receive the "Renewal Form" will receive a PIN number with their renewal form from Cert A the California Lifeline Administrator Solix. As with initial certification, consumers can go online and renew their participation or they can return the signed and completed application form by US Mail.

Consumers who receive the "Renewal Form (Documentation Required)" from Cert A, the California Lifeline Administrator Solix, must fill out and return the signed and completed form with documents supporting his/her eligibility for federal Lifeline.

In either case, consumers must complete the renewal process by the date indicated on the renewal form provided by Cert A the California Lifeline Administrator Solix.

Consumers who do not renew their participation in federal Lifeline or who no longer qualify will be dropped from the program at which time regular rates will apply.

Please note that you may be audited by Cert A the California Lifeline Administrator Solix California Federal Lifeline administrator at any time.

TC TELEPHONE, LLC TRADITIONAL NON-LIFELINE SERVICE
No contract
No credit check
Nationwide coverage Airtime Cards available at convenient locations
Key Features of *TC TELEPHONE, LLC* Non-Lifeline service offering:
Handsets starting at $25.00
One Time Service Activation Fee of $30.00 - Optional Deferred Activation Fee –pay $2.50 per month over 12 months beginning in the first month of activation.
Shipping and Handling Charge of $5.00

Exhibit D

Key Management Resumes

Travis Graff

Resume

Work History

Multi Image Systems (Inventory Control) 1993-1995

Sierra online (Project Art Director) 1995-1997

Links Communications (Installer) 1998-2000

Tehama County Telephone Company (Partner) 2000-present

TC Telephone, LLC (Partner, CEO) 2006-Present

Education

Red Bluff High School 1984-1987

US Military 1987-1991

Steve Walden

Resume

Work History

2000 to present, CFO, TC Telephone, LLC

1995 to present, Partner Tehama County Telephone Co.

1989-1995 Owner Tehama County Telephone Company

1983-1989 CEO, Diversicom, Inc

1983 Early Retirement from AT&T

1980-1982 Second Line Manager I & M, AT&T

1977-1980 Supervisor Complex I&M, AT&T

1970-1977 Install and Repair Technician, AT&T

Additional Duties:

1979-1980 Chief Union Steward, CWA

1974-1979 Union Steward, CWA

1990 to present, Member, Farm Bureau

1991 to present, Member, BPOE, Elk Order

Exhibit E

Proposed California Lifeline Rate Plans

Lifeline Plan 1- 250 Minute Plan
250 Anytime Minutes
Net cost to Lifeline customer - $0

- 1 text = 1 MB = 1 minute of voice
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Lifeline Plan 2 – 450 Minute Plan
450 Anytime Minutes
Net cost to Lifeline customer - $9.00

- 1 text = 1 MB = 1 minute of voice
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Lifeline Plan 3 – 750 Minute Plan
750 Anytime Minutes
Net cost to Lifeline customer - $20.00

- 1 text = 1 MB = 1 minute of voice
- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Lifeline Plan 4 – Unlimited Talk and Text
Unlimited Anytime Minutes or Texts
Net cost to Lifeline customer - $29.99

- Free calls to 911 emergency services
- Free calls to Customer Service
- Free domestic long distance
- Caller ID, Call Waiting, and Voicemail included

Additional Minutes:

30Anytime Additional Minutes	$6.00
90 Anytime Additional Minutes	$11.00
300 Anytime Additional Minutes	$20.00
500 Anytime Additional Minutes	$25.00
1000 Anytime Additional Minutes	$55.00