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VIA ELECTRONIC DELIVERY

Ms. Shonda Green, Secretary
Department of Telecommunications & Cable
One Federal St., Suite 0740
Boston, MA 02110-2012

RE: AirVoice Wireless, LLC d/b/a AirTalk Wireless
D.T.C. 22-2; Responses to Department's Third
Set of Information Requests

Dear Ms. Green,

On behalf of AirVoice Wireless, LLC d/b/a AirTalk Wireless ("AirVoice"), attached for filing with the Massachusetts DTC, please find responses to the Department of Telecommunications and Cable's Third Set of Information Requests and accompanying Attachments.

The public versions of Attachments 3-6, 3-32, and 3-48 that are attached and filed via email and service list are redacted. Confidential versions along with a copy of a Motion for Protective Treatment will be filed today via US Mail under this cover letter. Confidential Attachment 3-6 includes customer complaint information and Confidential Attachments 3-32 and 3-48 include updated financial information.

If you have any questions, please do not hesitate to contact me or Hans Eysenbach at heysenbach@verrill-law.com.

Respectfully submitted,



Geoffrey G. Why

**BEFORE THE MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

Responses to Department's Third	)	
Set of Information Requests of	)	
AirVoice Wireless, LLC, d/b/a AirTalk	)	Docket No. 22-2
Wireless Designation	)	
Telecommunications Carrier for the	)	
Purpose of Providing Lifeline Service	)	

**RESPONSES TO DEPARTMENT'S THIRD
SET OF INFORMATION REQUESTS OF
AIRVOICE WIRELESS, LLC, D/B/A AIRTALK
WIRELESS DESIGNATION TELECOMMUNICATIONS
CARRIER FOR THE PURPOSE OF PROVIDING
LIFELINE SERVICE**

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May 13, 2025

Responses to Department's Third	)	
Set of Information Requests of	)	
AirVoice Wireless, LLC,	)	Docket No. 22-2
d/b/a AirTalk Wireless Designation	)	
Telecommunications Carrier for the	)	
Purpose of Providing Lifeline Service	)	

AirVoice Wireless, LLC d/b/a AirTalk Wireless ("AirVoice" or the "Company"), by its undersigned counsel, hereby submits these responses to the Massachusetts Department of Telecommunications and Cable's (the "Department") Third Set of Information Requests in response to the Company's Petition for Designation as an Eligible Telecommunications Carrier ("ETC") in the Commonwealth of Massachusetts. AirVoice seeks an ETC designation solely to provide Lifeline service under the brand names AirTalk to qualifying Massachusetts low-income consumers.

As demonstrated herein, the Company meets all federal and Commonwealth statutory and regulatory requirements for designation as an ETC for the purpose of providing Lifeline service in Massachusetts.

Respectfully submitted,



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May 13, 2025

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
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D.T.C. 3-1: AirVoice is referenced under different company names. For example, the company is referenced as either “Air Voice Wireless, LLC” (see in the Matter of Air Voice Wireless, LLC, FCC DA 24-175 (rel. February 28, 2024); see also Amended Petition – Exhibit 2) or referenced as “AirVoice Wireless, LLC” (see Amended Petition). Provide the official incorporated name of AirVoice as well as any relevant articles of incorporation.

Response: **AirVoice’s official name is AirVoice Wireless, LLC d/b/a AirTalk Wireless, LLC. See Attachment 3-1.**

Response prepared by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
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- D.T.C. 3-2: Describe AirVoice's plans for providing customer service in Massachusetts, including but not limited to:
- A. AirVoice's average wait times to speak with a live agent;
 - B. The number of employees in AirVoice's customer service operation;
 - C. The physical location of AirVoice's customer service staff; and
 - D. AirVoice's internal standards for responding to and resolving customer inquiries and complaints (e.g., expected response times, manner of communication).

Response: All AirVoice Customers may contact AirVoice's national Lifeline Customer Support Call Center for customer service. Customers can call the Center for free by dialing 611. The Center is open between 8:00AM CST and 8:00 PM CST, Monday through Friday, and 10:00AM CST to 7:00 PM CST on Saturday.

AirVoice's customer support can be reached by (1) dialing +1 (206) 445-7825 Or +1 (855) 924-7825) (after hours customers will not be able to speak to a live person, but can still obtain information), (2) using the live chat function at <https://airtalkwireless.com/help-center> (after hours customers can leave a message for follow up during the next support hours period), (3) emailing support@airtalkwireless.com, or (4) mail to the following address:

AirVoice Wireless,
9920 Brooklet Dr.
Houston, Texas 77099

AirVoice may require subscribers to call customer support from another phone if necessary to resolve technical issues related to the handset or its programming. Although AirVoice does not charge for its customer support line, your carrier for your other phone may charge for the airtime.

- A. On average, customers who call AirVoice's Customer Support Call Center wait approximately 13 minutes to speak with a live agent. Email and web inquiries are generally responded to within 24-48 hours of a ticket being assigned to an available agent. Escalated complaints are generally resolved

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within 5-7 business days, depending upon the complexity of the problem and how promptly customers respond to information requests by AirVoice to help it resolve the matter.

- B. AirVoice employs 78 individuals in its customer service operation.**
- C. Agents are located in Houston, Texas.**
- D. AirVoice strives to answer all customer inquiries in a timely manner. See further details provided in response to 3-2(A).**

Response prepared by: Octavia Clanton and Emily Shelton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
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D.T.C. 3-3: AirVoice has indicated it has hired one full-time employee to serve as a “Compliance Officer.” See Amended Petition at 11. For AirVoice’s operations as an ETC nationwide, provide the total number of any other compliance staff, full or part-time, and a summary of their responsibilities.

Response: AirVoice has two compliance staff: Octavia Clanton and Hugo Vo. The compliance staff ensure that AirVoice complies with all applicable local, state, and federal laws, and regulations. Compliance staff assist in responding to FCC investigations and audits as well as law enforcement subpoenas. Compliance staff conduct contract review and work with outside counsel. See Attachment 3-3 for Compliance Staff resumes.

Response prepared by: Octavia Clanton and Hugo Vo

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
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D.T.C. 3-4: For AirVoice's advertisements in Massachusetts:

- A. Provide detailed background on how AirVoice plans to advertise its services;
- B. Provide actual advertisements used following the wind-down of ACP if different than Exhibit 7; and
- C. Identify each social media platform AirVoice intends to use in Massachusetts and provide examples of advertising for each platform.

Response:

- A. AirVoice uses a variety of digital and direct marketing efforts to actively support enrollments in its Lifeline plans. Ads are circulated on social media platforms and by direct mail, email marketing, and SMS campaigns targeting eligible individuals across the company's ETC states. AirVoice's goal is to continue these marketing efforts throughout Massachusetts upon the Department's designation of AirVoice as an ETC.**
- B. Following the wind-down of ACP, AirVoice has continued to use Lifeline advertisements as presented in Exhibit 7 and Attachment 3-4.**
- C. AirVoice will utilize Facebook, Google, and TikTok or similar platforms for marketing efforts. See Attachment 3-4 for examples of advertisements on each platform.**

Response prepared by: Octavia Clanton and Emily Shelton

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D.T.C. 3-5: Describe, in narrative form, the types of complaints AirVoice receives from Lifeline subscribers in other jurisdictions where it operates as an ETC and the company's procedures on how it handles each of these complaints.

Response: AirVoice receives five different types of complaints:

- **Billing Complaints:** complaints related to charges on customer accounts, discrepancies in billing amounts, unauthorized transactions, and issues with payment processing.
- **Network Complaints:** complaints concerning connectivity issues, poor signal strength, dropped calls, and slow data.
- **Operation Complaints:** complaints regarding the operational processes such as customer service interactions, delays in service provision, and procedural inefficiencies.
- **Product Complaints:** complaints related to defects, malfunctions, or dissatisfaction with the company's products.
- **Trouble Complaints:** General troubleshooting complaints that do not fall into the above categories, such as technical issues with service usage, application functionality, or miscellaneous concerns.

Billing Complaints are recorded in the Client Relationship Management system (CRM) with all relevant details. Agents will review all relevant information, including billing history, payment records, and transaction details. Agents will resolve complaints by providing a clear explanation and correction, which may include refunds, adjustments, and other further clarifications. Customers will be informed of the resolution, and agents will update the complaint status in the CRM.

Network Complaints are recorded with detailed descriptions of the trouble experienced. Agents perform diagnostic tests, review system logs, and identify the root cause of the problem. Agents will provide customers with troubleshooting assistance, guide them through technical fixes, and/or escalate the problem to a specialized team, if necessary. Agents will ensure customers receive troubleshooting information and will confirm resolution.

Operation Complaints are documented in detail. Agents will analyze service records and operational procedures involved and take corrective actions, which may include staff training, process changes,

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or direct compensation to the customer. Agents will communicate the resolution to the customer and ensure the complaint has been satisfactorily closed.

Product Complaints are documented in AirVoice's internal system with product details and customer feedback. AirVoice will investigate by assessing the issue, inspecting the product, and reviewing the customer's purchase history. Agents will offer customers potential solutions, including product replacements, repairs, or refunds.

Trouble Complaints are recorded with detailed descriptions. Agents will perform diagnostic tests, review system logs, and identify the root causes of the complaint. Agents will provide troubleshooting assistance, guide customers through technical fixes, and/or escalate issues to specialized teams, if necessary. Agents will ensure a customer is informed of all troubleshooting steps taken and confirm resolution of the complaint.

Agents document and keep records of all steps taken to address complaints for transparency and future reference. Data collected from complaints is used to identify areas for improvement and prevent recurrence.

Response prepared by: Octavia Clanton and Emily Shelton

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D.T.C. 3-6: Provide the number of customer complaints received by AirVoice in each of the last three years from Lifeline subscribers for the following categories:

1. Billing
2. Finance
3. Network Coverage
4. Operational
5. Product
6. Trouble

Response: Please see **Confidential Attachment 3-6.**

Response drafted by: Octavia Clanton and Emily Shelton

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D.T.C. 3-7: Describe AirVoice's policy regarding customers returning equipment.

Response: Customers must submit a return request within 15 days of receiving their device. Service will remain active during the process. Before return, customers must reset all devices to factory setting and remove all security locks. Proper packaging is required to prevent damage, and a shipping label must be used within 7 business days.

Returned devices are evaluated within 10 business days for repair, replacement, or refund. Requests will be rejected if devices are not reset, are improperly packaged, and/or show signs of misuse. Customers may dispute decisions within 7 business days by contacting AirVoice at: 1-855-924-7825 or <http://airtalkwireless.com/contact>.

Response drafted by: Octavia Clanton and Emily Shelton

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D.T.C. 3-8: State whether AirVoice will impose an activation fee, change fee, early termination fee, or any other service fee for any of its Lifeline services. Provide a detailed description of any fee(s) and explain whether the same or similar fee is imposed on non-Lifeline subscribers.

Response: AirVoice does not impose activation, early termination, or standard service fees on Lifeline plans. However, certain administrative and add-on service fees may apply:

Fee Type	Description	Applies to Lifeline subscribers?	Applies to non-Lifeline subscribers?
Non-Commitment Fee	Customers selecting the “FREE or Discounted PAID DEVICE” option agree to a 180-day service commitment. If service is terminated or transferred before 180-days, the customer will be responsible for the cost of the device provided by AirVoice.	Yes	Not applicable
Plan Upgrade Fee	Applies to customers opting for additional data or premium services.	Yes	Yes
Top-Up Fee	Charged when a customer purchases additional data beyond their plan’s allowance.	Yes	Yes
Replacement Device/SIM Fee	Applies when a customer requests a replacement device	Yes	Yes

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	or SIM card outside of warranty terms.		
Shipping Fee	Applies to expedited shipping options for devices/SIM card.	Yes	Yes

AirVoice works to ensure transparency by clearly communicating applicable charges to Lifeline customers before confirming service changes. All fees adhere to industry standards and are designed to enhance customer experience and service flexibility.

Response drafted by: Octavia Clanton and Emily Shelton

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D.T.C. 3-9: Provide the terms and conditions of all warranties and refund policies applicable to handsets provided or sold to Lifeline subscribers.

Response: All applicable terms and conditions can be found at <https://airtalkwireless.com/terms-conditions> and are attached as Attachment 3-9.

Response drafted by: Octavia Clanton and Emily Shelton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-10: Explain under which circumstances newly enrolled Massachusetts Lifeline customers must purchase a device versus when AirVoice will provide a device free of charge. List the states in which AirVoice currently offers such free devices and the time period for which it has offered this device.

Response: All newly qualified applicants will have a choice to receive a free device or bring their own device to AirVoice. Applicants have the option to purchase devices at deeply discounted rates. Currently, AirVoice offers Lifeline service in the following 42 states, Puerto Rico, and the Virgin Islands:

State	Year of Starting Service
Alaska	2022
Arkansas	2022
Alabama	2024
Arizona	2023
California	2013
Colorado	2022
Florida	2024
Georgia	2022
Hawaii	2022
Iowa	2022
Idaho	2022
Indiana	2022
Illinois	2022
Kentucky	2013
Louisiana	2022
Maryland	2022
Michigan	2016
Minnesota	2023
Missouri	2022
Mississippi	2015
Montana	2022
Nebraska	2022
New York	2020
New Jersey	2022
Nevada	2022
North Dakota	2022
Ohio	2014
Oklahoma	2014

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Pennsylvania	2022
Puerto Rico	2022
Rhode Island	2022
South Carolina	2014
Tennessee	2022
Texas	2024
Utah	2022
Vermont	2022
Virginia	2022
Washington	2022
West Virginia	2022
Wisconsin	2023
Wyoming	2022
Virgin Islands	2024

Response drafted by: Octavia Clanton

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- D.T.C. 3-11: State whether AirVoice's Lifeline subscribers incur roaming charges. If so:
- A. State whether Lifeline subscribers will be notified before they incur roaming charges.
 - B. State whether Lifeline subscribers can terminate the call before incurring such roaming charges.
 - C. Describe in narrative form how roaming charges will apply to AirVoice's Massachusetts Lifeline subscribers.
 - D. State whether additional charges will be incurred for 911 calls made while roaming.

Response: AirVoice's Lifeline subscribers do not incur roaming charges. Should AirVoice's roaming charges policy change, AirVoice will notify subscribers pursuant to all notification requirements.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-12: State whether AirVoice's Lifeline subscribers in Massachusetts will have free access to any web-based account management tools and, if so, provide details on which tools will be offered.

Response: Yes, all customers will have access to a free web-based account management tool. All customers will access their personal account with a unique login. Customers may use their online accounts to contact customer service, update account information, and order a new device.

Response drafted by: Emily Shelton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-13: Provide estimated pricing plans for AirVoice's services in Massachusetts should the Department grant AirVoice's Amended Petition.

Response: AirVoice currently plans to offer the following or substantially similar plans:

Non-Tribal Lifeline Plans for Massachusetts

Lifeline Plans	Basic Plan	Plus Plan	Premium Plan	Unlimited Plan
<i>Customer Copay</i>	Free	\$10/month	\$20/month	\$35/month
<i>Voice</i>	Unlimited Talk	Unlimited Talk	Unlimited Talk	Unlimited talk
<i>Text</i>	Unlimited Text	Unlimited Text	Unlimited Text	Unlimited Text
<i>Data</i>	5GB	10GB	15GB	40GB
<i>Type</i>	Bundled Voice & Broadband	Bundled Voice & Broadband	Bundled Voice & Broadband	Bundled Voice & Broadband
<i>Note</i>	With free/discounted phone	With free/discounted phone	With free/discounted phone	With free/discounted phone

Tribal Lifeline Plans for Massachusetts

Lifeline Plans	Basic Plan	Plus Plan	Premium Plan	Unlimited Plan
<i>Customer Copay</i>	Free	Free	Free	Free
<i>Voice</i>	Unlimited Talk	Unlimited Talk	Unlimited Talk	Unlimited Talk
<i>Text</i>	Unlimited Text	Unlimited Text	Unlimited Text	Unlimited Text
<i>Data</i>	15GB	20GB	30GB	40GB
<i>Type</i>	Voice & Broadband	Voice & Broadband	Voice & Broadband	Voice & Broadband
<i>Note</i>	With free/discounted phone	With free/discounted phone	With free/discounted phone	With free/discounted phone

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All plans include free international calling to over 200 countries and territories (<https://airtalkwireless.com/international-calling>). Additional features can be found at <https://airtalkwireless.com/plans>.

Response drafted by: Emily Shelton and Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-14: State whether there are specified underserved groups or areas in Massachusetts that would benefit from AirVoice services. Provide complete and detailed documentation.

Response: AirVoice will provide services to all individuals eligible for service pursuant to all applicable federal and state laws and regulations.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-15: Explain how AirVoice’s marketing strategy reaches underserved groups in Massachusetts.

Response: AirVoice utilizes a variety of digital and direct marketing efforts to inform eligible consumers about and help them enroll in the Lifeline program. These efforts include advertising through social media platforms (Facebook, Google, etc.), direct mail, email marketing, and SMS campaigns targeting eligible individuals across Massachusetts. See Attachment 3-4 for sample advertisements.

Response drafted by: Emily Shelton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
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D.T.C. 3-16: Provide a copy of the proposed terms and service for AirVoice's Lifeline subscribers in Massachusetts.

Response: All applicable terms and conditions can be found at <https://airtalkwireless.com/terms-conditions> and in Attachment 3-9.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
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D.T.C. 3-17: Provide a copy of a proposed webpage where a consumer could apply for AirVoice's Lifeline offering in Massachusetts.

Response: See Attachment 3-17.

Response drafted by: Emily Shelton

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D.T.C. 3-18: Provide copies of agreements with all underlying carriers upon which AirVoice will rely to provide prepaid wireless telecommunications services to Lifeline customers in Massachusetts.

Response: Objection: AirVoice objects to this request for confidential information on the grounds that AirVoice lacks the authority to disclose and is prohibited from disclosing. Further, Massachusetts law protects such trade secrets from discovery pursuant to M.G.L. 93 §§ 42-42g.

Response drafted by: Octavia Clanton, Geoffrey G. Why, Hans C. Eysenbach, and Julia Watson Bartlett

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-19: Describe how and when a Massachusetts Lifeline customer will be notified of any changes or updates to the applicable terms and conditions.

Response: AirVoice will notify Massachusetts Lifeline customers of any changes to applicable terms and conditions at least 15 days prior to any material changes in service.

Customers are informed of changes through multiple communication channels, including SMS, email, and website updates.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-20: Provide a current list of all states where AirVoice or any of its affiliates has a petition currently pending for ETC designation and describe the status of each petition.

Response: AirVoice has pending applications in the following states:

- Connecticut – Submitted December 12, 2024
- Delaware – Submitted December 12, 2024
- District of Columbia – Submitted December 12, 2024
- Kansas – Submitted December 26,
- Maine – Submitted September 24, 2024.
- North Carolina- Submitted December 12, 2024
- South Dakota – Submitted May 23, 2024
- Texas – Application is for expansion of service in Texas

TAG Mobile has pending applications in the following states:

- Connecticut – Submitted February 26, 2025
- Delaware – Submitted February 26, 2025
- District of Columbia – Submitted February 26, 2025
- Georgia – Submitted December 13, 2024
- Illinois – Submitted January 8, 2025
- Indiana
- New Jersey – Submitted September 20, 2024
- North Carolina – Submitted February 26, 2025
- Ohio – January 8, 2025
- Virginia – Submitted December 13, 2024
- Wisconsin – Application is for expansion of service in Wisconsin

All applications are in the process of being reviewed by state commissions.

Response drafted by: Octavia Clanton

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D.T.C. 3-21: State if Air Voice has ever:

- A. Formally relinquished, or unilaterally abandoned, or withdrawn an ETC designation in any state or other jurisdiction;
- B. Experienced dismissal (with or without prejudice) of an application or petition for ETC;
- C. Had an ETC designation permanently revoked, rescinded, suspended, or otherwise “termination” in any state or jurisdiction; and
- D. Explain the reason(s) for and circumstances behind each such event or occurrence falling under the foregoing categories.

Response:

- A. AirVoice has never formally relinquished, or unilaterally abandoned, or withdrawn an ETC designation in any state or other jurisdiction.**
- B. AirVoice has never experienced dismissal (with or without prejudice) of an application or petition for ETC.**
- C. AirVoice has never had an ETC designation permanently revoked, rescinded, suspended, or otherwise “termination” in any state or jurisdiction.**
- D. This question is inapplicable as none of the above have ever occurred to AirVoice.**

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
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D.T.C. 3-22: Identify all states where AirVoice or any of its affiliates has withdrawn a petition for ETC designation. Provide complete and detailed documentation for each such withdrawal.

Response: Due to the length of the review process and other regulatory burdens imposed, AirVoice chose to withdraw its applications for ETC status in South Dakota and New Mexico. AirVoice elected to withdraw the applications without prejudice based on its internal business decisions. Neither the South Dakota Public Utilities Commission nor the New Mexico Public Regulation Commission advised or recommended that AirVoice withdraw the applications.

Response drafted by: Octavia Clanton

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D.T.C. 3-23: State whether the FCC, any state utilities commission, or any other government agency has, to date, rendered a finding, criminal conviction (including plea agreements), or civil judgments (including money judgments) against AirVoice or its affiliates (or against the executives or managers of AirVoice or its affiliates). Provide a copy of any such finding, conviction, plea agreement, or civil judgment entered against AirVoice, its executives, or managers.

Response: Neither AirVoice nor any of its affiliates have ever been found criminally or civilly liable by the FCC, any state utilities commission, or any other government agency or court.

Response drafted by: Octavia Clanton

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DEPARTMENT OF TELECOMMUNICATIONS AND
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D.T.C. 3-24: Provide complete and detailed documentation on the discontinuation of wireless service for Cintex Wireless, LLC and NewPhone Wireless, LLC.

Response: Cintex Wireless, LLC, d/b/a SFone Wireless, and its services were intended to serve customers under the Affordable Connectivity Program (“ACP”). Upon the winding down of ACP, Cintex Wireless opted to discontinue its services and transition all prior customers to services offered by Tag Mobile and AirVoice. Upon the discontinuation of ACP, Cintex Wireless followed all rules and procedures concerning customer notifications required by applicable ACP rules.

NewPhone Wireless, were intended to serve customers under the ACP Program. Upon the winding down of ACP, NewPhone Wireless opted to discontinue its services and transition all of its prior customers to services offered by Tag Mobile and AirVoice. Upon the discontinuation of ACP, NewPhone Wireless followed all rules and procedures concerning customer notifications required by applicable ACP rules.

See Attachment 3-24 examples of ACP Wind-Down Notice.

Response drafted by: Emily Shelton, Hugo Vo, and Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-25: Provide a copy of AirVoice's most recently approved compliance plan filed with the FCC.

Response: See Attachment 3-25.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-26: State whether AirVoice has any ongoing litigation related to its Lifeline service in any state. Provide a summary and explanation of any such instance.

Response: AirVoice does not have any ongoing litigation related to its Lifeline service in any state.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-27: Provide a complete and detailed list of each of AirVoice's affiliates and provide the names under which each does business.

Response: AirVoice is affiliated with the following entities:

- AirVoice Wireless, LLC d/b/a AirTalk Wireless
- TAG Mobile, LLC d/b/a TAG Mobile
- Cintex Wireless, LLC, d/b/a SFone Wireless
- NewPhone Wireless, LLC
- HTH Communications, LLC
- VTEL Holdings, LLC
- Softel Holdings, LLC

Response drafted by: Octavia Clanton and Emily Shelton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-28: State whether AirVoice is subject to any outstanding tax liabilities, late payments, or other liabilities due and owing to any government and/or quasi-public entities in any other jurisdictions. If so, provide complete and detailed documentation identifying the amounts owed and explaining the reasons for such arrears.

Response: AirVoice is not subject to any outstanding tax liabilities, late payments, or other liabilities due and owing to any government and/or quasi-public entities.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-29: Provide a Certificate of Good standing from AirVoice's state of incorporation.

Response: See Attachment 3-29.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-30: State the length of time that AirVoice has been in business, and the length of time that it has been providing Lifeline wireless service and non-Lifeline wireless service.

Response: The Michigan limited liability company that ultimately became AirVoice was first established in May of 1999. AirVoice has been providing Lifeline service since April of 2013.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-31: Provide a complete and detailed documentation on the technical capability of AirVoice to provide Lifeline services in Massachusetts, including a list of officers, their qualifications, and their previous experience in the telecommunications industry.

Response: AirVoice employs a number of senior staff with extensive experience in the telecommunications industry. See Attachment 3-31.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-32: Describe AirVoice's process for providing annual reports of profit and loss, balance sheets, and cashflow, and provide its two most recent reports.

Response: AirVoice records all financial data using its internal accounting software. See Confidential Attachment 3-32.

Response drafted by: Octavia Clanton and Jane Nguyen

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-33: Identify any instances in which AirVoice or its affiliates have been ordered, or have voluntarily undertaken, to complete independently audited financial statements, including but not limited to cashflows, asset liabilities, incomes, and expenses.

Response: AirVoice voluntarily audits its financial statements using internal software. AirVoice has never been ordered to obtain independently audited financial statements. AirVoice follows all Generally Accepted Accounting Principles and works with a Certified Public Accountant when auditing its statements.

Response drafted by: Octavia Clanton and Jane Nguyen

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-34: Identify and describe any financial separations between AirVoice and VTel Holdings, LLC from other companies owned by Henry Do.

Response: AirVoice and VTel Holdings, LLC corporate entities are separated financially and legally from all other companies owned by Henry Do. The companies each maintain separate books, accounts, and reporting records as standard business practices.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-35: State whether AirVoice or any entity owned by Henry Do (or partially owned with a greater than 10% ownership) has declared bankruptcy in the past 10 year. Provide complete and detailed documentation.

Response: Neither AirVoice nor any other entity owned by Henry Do has declared bankruptcy while under Mr. Do's ownership.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-36: List any company providing Lifeline services in any state where Henry Do sold or otherwise divested at least 10% of ownership since April 13, 2017.

Response: Henry Do has never sold or otherwise divested at least 10% ownership in any company providing Lifeline services since April 13, 2017.

Response drafted by: Octavia Clanton and Henry Do

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-37: State how long it would take AirVoice to offer Lifeline service in Massachusetts from the date of approval if the Amended Petition is granted by the Department.

Response: Upon approval of the Amended Petition, AirVoice will immediately take steps to provision Lifeline service in Massachusetts.

Response drafted by: Octavia Clanton and Emily Shelton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-38: Provide a list of countries that Lifeline subscribers can make calls to and, if applicable, the rate per minute for each of these countries.

Response: All Lifeline plans include free international calling to over 200 countries and territories. A publicly available list of all countries can be found on AirVoice's website: (<https://airtalkwireless.com/international-calling>).

Response drafted by: Octavia Clanton and Emily Shelton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-39: AirVoice has indicated that it would provide unlimited international calling to 80+ countries. See Amended Petition at 16. Provide responses to the following:

- A. Provide complete and detailed documentation concerning how such service will be offered to consumers;
- B. Provide the contract with the underlying carrier under which such service will be offered;
- C. List the states in which AirVoice currently offers such service and provide the time period for which it has offered this service; and
- D. Certify such service will be provided at no additional cost to consumers.

Response:

- A. AirVoice Wireless now provides unlimited international calling to 200+ countries to customers on eligible Lifeline plans. Once a customer's plan is approved, this feature is automatically activated without requiring any further action from the customer.**

However, if the international calling feature is not utilized for an extended period, it may be temporarily disabled to optimize network resources. Customers can easily reactive the service by logging into their online account, navigating to the "Plan Features" section, and activating the International Calling feature. This ensures that customers have continued access to international calling as needed while maintaining efficient service operations.

- B. Objection: AirVoice objects to this request for confidential information on the grounds that AirVoice lacks the authority to disclose and is prohibited from disclosing it. Further, Massachusetts law protects such trade secrets from discovery pursuant to M.G.L. 93 §§ 42-42g.**
- C. AirVoice offers international calling to eligible Lifeline subscribers in all states where it provides Lifeline services. This additional feature has been offered since November 2023. See answer to D.T.C. 3-10 for a complete list of states where AirVoice provides Lifeline services.**

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

- D. AirVoice certifies that unlimited international calling to 200+ countries is now available to eligible Lifeline subscribers at no extra charge. This feature is included as part of the approved Lifeline plans, ensuring customers can utilize international calling without incurring additional charges.**

Response drafted by: Emily Shelton and Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-40: State whether AirVoice is subject to the independent audit requirements under 47 C.F.R. § 54.420(a). If yes, state whether AirVoice has selected an independent auditor to assess its compliance with program requirements set forth in 47 C.F.R. § 54.420.

Response: To date, USAC has not notified AirVoice that it is subject to the independent audit requirements under 47 C.F.R. § 54.420(a).

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-41: Certify that AirVoice will:

- A. Provide Lifeline subscribers with 911 and E911 access regardless of activation status and availability of minutes;
- B. Remit the 911 surcharge to the Massachusetts State 911 Department;
- C. Provide E911 compliant handsets; and
- D. Replace, at no additional charge to Lifeline subscribers, handsets that are not in compliance with E911.

Response:

- A. AirVoice certifies that it will provide Lifeline subscribers with 911 and, where available, E911 access regardless of activation status and availability of minutes.**
- B. To the extent it is applicable, AirVoice certifies that it will remit the 911 surcharge to the Massachusetts State 911 Department.**
- C. AirVoice certifies that it will provide E911 compliant handsets.**
- D. AirVoice certifies that all of its handsets will be able to call 911 and E911, where E911 is supported and wireless coverage is available. As stated in its terms and conditions, devices that are not functioning as intended may be returned to AirVoice. Upon receipt of a reportedly non-functional device, AirVoice will determine whether the device is functioning or eligible for replacement at no cost to the customer.**

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-42: Provide:

- A. The amounts AirVoice remitted to the Massachusetts State 911 Department for each of the previous 5 years.
- B. AirVoice's most recent Surcharge Fee Submission Form submitted to the State 911 Department.

Response:

- A. AirVoice has not remitted any amount to the Massachusetts State 911 Department in the previous 5 years because it has collected no intrastate revenues subject to the 911 surcharge fee.**
- B. AirVoice has not been required to submit a Surcharge Fee Submission Form to the State's 911 Department.**

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-43: Certify that AirVoice will comply with the procedures and requirements in the Lifeline Reform Order and, in the regulations cited below, regarding:

- A. Screening applicants using the National Lifeline Accountability Database to be established as set forth in 47 C.F.R. §54.404(b);
- B. The carrier's obligations to offer Lifeline, including de-enrollment requirements, established in 47 C.F.R. § 54.405;
- C. The subscriber eligibility determination and certification requirements established in 47 C.F.R. § 54.410;
- D. Annual certifications required for ETCs established in 47 C.F.R. § 54.416;
- E. Recordkeeping requirements established in 47 C.F.R. § 54.417;
- F. Audit requirements established in 47 C.F.R. § 54.420; and
- G. Annual reporting requirements established in 47 C.F.R. § 54.422.

Response: AirVoice certifies that it will comply with all procedures and requirements in the Lifeline Reform Order.

AirVoice further certifies that it will comply with all procedures and requirements under: 47 C.F.R. §§ 54.404(b), 54.405, 54.410, 54.416, 54.417, 54.420, and 54.422.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-44: Certify that AirVoice will comply with all applicable requirements established by the Department in the Virgin Mobile ETC Order, T-Mobile ETC Order, Stand Up ETC Order, and Budget PrePay ETC Order.

Response: AirVoice certifies that it will comply with all applicable requirements established by the Department in the Virgin Mobile ETC Order, T-Mobile ETC Order, Stand Up ETC Order, and Budget PrePay ETC Order, as applicable to AirVoice's Lifeline services. Further, AirVoice will comply with all applicable federal, state, and local laws and regulations in connection with its operation in Massachusetts.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-45: Certify that AirVoice will comply with all applicable federal, state, and local laws and regulations applicable to it in connection with its operation in Massachusetts.

Response: **AirVoice certifies that it will comply with all federal, state, and local laws and regulations applicable to it in connection with its operation in Massachusetts.**

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-46: Provide a granular map detailing where AirVoice can provide wireless broadband and voice service in Massachusetts and at what strength. The map should clearly show the locations where services are available and also where AirVoice will not be able to provide service due to a lack of coverage from underlying carriers.

Response: Please refer to the web-based coverage mapping tool provided by AT&T regarding its prepaid wireless voice and mobile data services, and search for the coverages for Massachusetts: <https://www.att.com/maps/wireless-coverage.html?msockid=203dd12c0ad1663816e8c5f70bb36709>

Response drafted by: Hugo Vo and Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-47: Explain how the wind-down of ACP will affect AirVoice's annual revenue and what strategies AirVoice will undertake to compensate for any potential decreases in annual revenue. Provide complete and detailed documentation.

Response: The wind-down of ACP had an effect on AirVoice annual revenue, however, AirVoice has not needed to take significant action to compensate for decreases in revenue. AirVoice is committed to expanding its business and providing customers with high-quality service.

Response drafted by: Octavia Clanton

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-48: Provide the most recent federal and Massachusetts tax return for AirVoice.

Response: See Confidential Attachment 3-48.

Response drafted by:

**RESPONSES TO THIRD SET OF INFORMATION REQUESTS BY THE
DEPARTMENT OF TELECOMMUNICATIONS AND
CABLE TO AIRVOICE WIRELESS, LLC
D.T.C. 22-2
February 13, 2025**

D.T.C. 3-49: See confidentially submitted question.

Response: See confidential attachment 3-32, line 3.

Response drafted by: Octavia Clanton

Attachment 3-1
Articles of Incorporation

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU (FOR BUREAU USE ONLY)	
Date Received MAY 06 1999	ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION <i>with amie</i>
517-663-2525 Ref 92868 Attn: Cheryl J. Bixby MICHIGAN RUNNER SERVICE P.O. Box 266 Eaton Rapids, MI 48827	
FILED MAY 07 1999 Administrator CORP. SECURITIES & LAND DEV. BUREAU	
EFFECTIVE DATE: _____	

Document will be returned to the name and address you enter above.

ARTICLES OF ORGANIZATION

For use by Domestic Limited Liability Companies

(Please read information and instructions on last page)

B50-804

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: **GREAT LAKES MANAGEMENT GROUP, LLC**

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is: _____

ARTICLE IV

1. The street address of the location of the registered office is:

7409 Rafford Lane **West Bloomfield** **Michigan** **48322**
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

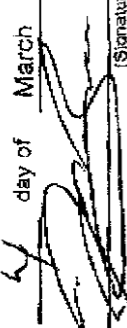
(Street Address or P.O. Box) (City) Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: **Falah Bahri**

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

The LLC shall be managed by its Managers.

Signed this 4 day of March, 19 99

By  (Signature)

Falah Bahri, Manager & Member
(Type or Print Name)

muk
602.50 credit 81196

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU (FOR BUREAU USE ONLY)	
Data Received JAN 30 2001	ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION <i>W/NOTES, MRS</i>
FILED JAN 30 2001 Administrator BUREAU OF COMMERCIAL SERVICES	
EFFECTIVE DATE: _____	

517-663-2525 Ref # 10784
 Attn: Cheryl J. Bixby
 MICHIGAN RUNNER SERVICE
 P.O. Box 266
 Eaton Rapids, MI 48827

7 in Code

Document will be returned to the name and address you enter above.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF ORGANIZATION

For use by Limited Liability Companies
 (Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned limited liability company executes the following Certificate of Amendment:

1. The present name of the limited liability company is:								
GREAT LAKES MANAGEMENT GROUP, LLC								
2. The identification number assigned by the Bureau is:	<table border="1"> <tr> <td>8</td> <td>5</td> <td>0</td> <td>-</td> <td>8</td> <td>0</td> <td>4</td> </tr> </table>	8	5	0	-	8	0	4
8	5	0	-	8	0	4		
3. The date of filing of its original articles of organization was:	May 7, 1999							
4. The location of its registered office is:								
7409 Rafford Lane, West Bloomfield	Michigan 48322							
(Street Address)	(City) (ZIP Code)							

5. Article: 1 of the Articles of Organization is hereby amended to read as follows:

The name of the limited liability company is: Air Voice Wireless, LLC ✓

The foregoing amendment to the Articles of Organization was duly adopted on the 17th day of January, 2001, as required by Section 502 of the Act by at least a majority vote of the members or by such other vote as required by the articles of organization or the operating agreement.

Signed this 17 day of January, 2001

By _____

(Signature)

Falah Bahri, Member Manager
 (Type or Print Name)

Member of Manager
 (Circle One)

TV
 31.25 PD234 PCR

Attachment 3-3
Compliance Staff Resumes

OCTAVIA CLANTON

Meadows Place, TX 77477 | (815)847-9700 | Oaclanton@hthcomm.com

QUALIFICATIONS SUMMARY

- Ten years of experience as an Administrative Assistant
- Three years of Social Service experience
- Six years of Paralegal experience
- Certified Notary
- Exceptional customer service skills, collaborating with stakeholders at all levels
- Excellent verbal, written, and organizational skills
- Competent in American Sign Language

EXPERIENCE

Compliance Associate | HTH COMMUNICATIONS & AIRVOICE WIRELESS | HOUSTON, TEXAS 01/2024-Present

- Responds to Law Enforcement subpoenas
- Investigate FCC Complaints to understand the root issue
- Coordinate FCC Compliance audits, including LOI, BCAP, PQA, ensuring accuracy and timeliness of responses
- Review contracts, as needed
- Coordinate with outside counsel on corporate legal matters, as needed
- Oversees regulatory processes, including record-keeping, scheduling, and filings, ensuring accuracy and timeliness expectations are met
- Oversees outside counsel on matters related to ETC compliance filings and monitoring their results

FAMILY LAW PARALEGAL (Contract) | JONES LEGAL | HOUSTON, TEXAS
08/2021-05/2023

- Served and answered Discoveries
- Created pleadings and orders
- Drafted correspondence
- Drafted inventory and appraisements
- Filed documents with the court
- Prepared trial exhibits

LITIGATION PARALEGAL | BANNWART & ASSOCIATES | HOUSTON, TEXAS
09/2019-04/2021

- Maintained litigation calendar- including discovery deadline, hearings, and appointments
- Drafted requests and responses to discovery, motions, pleadings, demands, and correspondence
- Collected and organized medical and billing records with Affidavits
- E-filed state and federal pleadings and motions
- Notarized all legal documents

OCTAVIA CLANTON

EXPERIENCE(CONTINUED)

PARALEGAL/CASE MANAGER | RB BORMASTER & ASSOCIATES| HOUSTON, TEXAS
09/2018-09/2019

- Managed personal injury cases
- Ordered and collected Medical Records and Bills
- Monitored client's medical treatment
- Managed ChartSwap account
- Prepared Affidavits
- Prepared intake for new clients

PARALEGAL (Contract) | EPIQ GLOBAL SOLUTIONS| HOUSTON, TEXAS
03/2018-07/2018

- Assisted company attorneys in preparing and organizing important corporate documents
- Prepared documents uploading to Excel spreadsheets
- Assisted with legal corporate matters as assigned
- Prepared responses to written discovery and documents

PARALEGAL EXTERN | WINNEBAGO COUNTY PUBLIC DEFENDER'S OFFICE | ROCKFORD, ILLINOIS
02/2017-01/2018

- Drafted and prepared legal/non-legal documents
- Worked on open cases
- Investigated cases
- Performed phone interviews and interviewed inmates
- Heavy Billing, Researching, and E-filing

SOCIAL SERVICE MANAGER | ROSEWOOD CARE CENTER
06/2015 – 01/2018

- Maintained and improved resident's ability to control everyday physical needs and mental/psychosocial needs
- Identified individual social and emotional needs
- Developed and maintained implementation of psychosocial history and assessment, advance directives, ethics/end-of-life planning, social service intervention, and discharge planning
- Interdisciplinary team participant in care planning, Admissions, and verifying HMO insurance

ADMINISTRATIVE ASSISTANT | SISTER'S HOME HEALTH AGENCY
04/2013 – 06/2015

- Answered and directed telephone calls using a multi-line phone system
- Greeted visitors and managed the reception area
- Maintained staff calendars and schedules
- Processed and managed both incoming and outgoing mail
- Completed data entry and filing for multiple programs

TECHNOLOGY SKILLS

- Microsoft Office (Word, Excel, PowerPoint, Teams)
- Zoom Meetings
- Westlaw
- Lexis/Nexis
- Relativity
- Pacer
- Dropbox

EDUCATION

- BACHELOR OF SCIENCE IN CRIMINAL JUSTICE | UNIVERSITY OF TENNESSEE AT CHATTANOOGA | MAY 2011
- PARALEGAL DIPLOMA | ROCKFORD CAREER COLLEGE | MARCH 2017

Hugo Vo

IT Professional with 3 years of experience, and a proven knowledge of hardware engineering, configuration and troubleshooting. Proven ability to develop and implement IT solutions that support business needs.

HTH Communications, LLC and AirVoice Wireless, LLC

IT & Development Manager May 2021 – Present

IT Support Jan 2019 – May 2021

Phone Technician / Helpdesk Jul 2018 – Jan 2019

Employment Duration 4 yrs

Location Houston, Texas, U.S

Creative Bay

Web Developer May 2012 – Dec 2013

Employment Duration 1 yr 8 mos

Location Vietnam

UNIVERSITY OF GREENWICH

Degree Name Bachelor of Science (B.S.)

Attachment 3-4 Advertisements

Sample advertisements

Government Assistance Program

AirTalk WIRELESS

FREE GALAXY S8

UNLIMITED Data, Talk & Text

Terms and conditions apply.

AirTalk WIRELESS

Government Assistance Program

Special Offer!

UPGRADE Your Phone & Save Up to 80% with Lifeline!

Enjoy **15GB** of Free High-Speed Data Every Month + Unlimited Talk & Text

Apply Now!

Don't Miss Out!

Terms & conditions apply



Celebrate Mother's Day This Spring

Last chance
to Get a — Free
Samsung Galaxy S9 + Free Services

Switch Today



Example of a Google Ad



Example of a Facebook Ad:

AirTalk Wireless
4d · 🌐

🔴 Exclusive Lifeline benefits for Alaskans. Get a Free iPhone or Galaxy and Free Monthly Data & Unlimited Talk and Text. Qualify with:

- ✅ SNAP/Food Stamp
- ✅ Medicaid
- ✅ SSI
- ✅ Low Income
- ✅ and more.

Terms & Conditions Apply.

GET A FREE iPhone SE
& Free Services with Lifeline

Apply Now

Free Monthly Phone Services

Apply now

GET A FREE iPhone 6
& Free Services with Lifeline

Apply Now

Free Monthly Phone Services

Apply now

1

👍 Like 💬 Comment

Example of a TikTok Ad:



Attachment 3-6
Financial Reports
[CONFIDENTIAL]

Attachment 3-9
Terms & Conditions

Terms and Conditions

AirTalk Wireless Terms and Conditions of Service

Welcome to AirTalk Wireless. Thank you for choosing us as your service provider. We are pleased to have you as a customer and we look forward to providing you with the best wireless service.

1. Binding Agreement

- A. Please read these terms carefully as these Terms and Conditions of Service (“Terms and Conditions of Service” or “Agreement”). These Terms and Conditions of Service are a legally binding agreement between you and Air Voice Wireless, LLC d/b/a AirTalk Wireless, a Texas limited liability company that maintains its principal place of business in Houston, Texas (hereinafter referred to as “AirTalk Wireless” or “we”). These Terms and Conditions of Service contain important information about your consumer rights. You must be of legal age in your state of residence in order to enter into this Agreement. Except where we've agreed otherwise elsewhere in this Agreement, this Agreement and any disputes covered by it are governed by federal law and the laws of the state encompassing the area code of your wireless phone number when you accepted this Agreement, without regard to the conflicts of laws and rules of that state.
- B. This Agreement becomes effective once you do the earliest of any of the following actions (i) receive notice or a copy of the Terms and Conditions of Service; (ii) give AirTalk Wireless a written or electronic signature, or tell AirTalk Wireless orally that You accept; (iii) use an AirTalk Wireless device (“Device”) or AirTalk Wireless service (“Service”); (iv) enroll in the AirTalk Wireless Lifeline Program; (v) activate or continue Service; (vi) register Your account with AirTalk Wireless; (vii) make any addition or change to Your Service; or (viii) pay for Your Service or any Device. For assistance or more information, please contact AirTalk Wireless Customer Support at +1 (206) 445-7825 Or +1 (855) 924-7825. If you disagree with any item contained herein, please immediately discontinue use of the Services and contact AirTalk Wireless Customer Support at +1 (206) 445-7825 Or +1 (855) 924-7825 to terminate Service.
- C. AirTalk Wireless reserves the right to change or modify the Terms and Conditions of Service at any time and at its sole discretion. Changes made to the Terms and Conditions of Service will become effective at the time the change is posted on the AirTalk Wireless website at www.airtalkwireless.com. Please check this website often for updates to the Terms and Conditions of Service.
- D. AirTalk Wireless may from time to time make special promotional offers for services or devices, which may be subject to separate terms and conditions that are included in the offer and not specified in these Terms and Conditions of Service.

2. Lifeline Program

Lifeline is a monthly support program, funded by the Universal Service Fund and administered by the Universal Service Administrative Company (“USAC”), that reduces the cost of monthly wireless telephone service or residential home telephone service. Under applicable federal law, an eligible AirTalk Wireless customer may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per household. Lifeline support may vary between states but will at least equal the dollar amount AirTalk Wireless receives in Federal Universal Service Support. An AirTalk Wireless customer who is enrolled in the Lifeline program is referred to below as a “Subscriber.”

Subscribers may qualify for the AirTalk Wireless Lifeline program if they participate in one of the government programs listed below or qualified based on household income eligibility standards as defined below. When completing the AirTalk Wireless application, subscriber acknowledges and consents to the use of Subscriber's Name, Telephone Number, Address, Date of Birth, Last Four Digits of the Subscriber's Social Security Number, amount of support being sought, means of qualification for support and dates of service initiation and termination to be given to USAC and/or its agents for the purpose of verifying that subscriber does not receive more than one Lifeline benefit. Refusal to grant this permission will mean consumer is not eligible for Lifeline service. Subscriber grants authorization to AirTalk Wireless to access any records required to verify Subscriber's statements herein and to confirm continued eligibility for Lifeline assistance. This consent survives any termination of this agreement. If the Subscriber or any member of the Subscriber's family participates in a Lifeline program from another provider, the Subscriber is responsible for notifying the other provider that they have been approved for the AirTalk Wireless Lifeline program and request their service with the other provider be disconnected. Notice to terminate service from any other provider's Lifeline program must be given if activating new service in the AirTalk Wireless Lifeline program.

AirTalk Wireless subscribers may qualify for a Lifeline service offering if the subscriber meets certain State and Federal eligibility requirements. These requirements are determined by the state where the subscriber resides. These State and Federal eligibility requirements are also based on either program-based eligibility or income-based eligibility. AirTalk Wireless will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the AirTalk Wireless Lifeline program .

A. Program Based Eligibility

Program based eligibility varies by state. AirTalk Wireless Subscribers are eligible to receive Lifeline discounts, under the program-based eligibility, if they participate in one or more of the following programs and the state participates in that program:

- Food Stamps / Supplemental Nutrition Assistance Program (SNAP)
- Medicaid

- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- Veterans and Survivors Pension Benefit
- Bureau of Indian Affairs General Assistance (BIA)
- Tribal Temporary Assistance for Needy Families (Tribal TANF)
- Tribal Head Start
- Head Start (only those households meeting its income qualifying standard)
- Food Distribution Program on Indian Reservation (FDPIR)

The list of programs for program-based eligibility may change from time to time in accordance with changes in state or federal law. Please consult the latest version of AirTalk Wireless's Lifeline application form for the most recent list of programs.

B. Income Based Eligibility

Income based eligibility varies by state. Some states do not offer income-based eligibility for Lifeline. AirTalk Wireless subscribers are eligible to receive Lifeline, under the income-based eligibility, if subscriber's household income meets or is less than 135% of the Federal Poverty Guidelines for a household of the subscriber's size. Proof of income documentation may be provided to National Verifier to demonstrate income-based eligibility

- Last 3 months consecutive paystubs
- Last year income tax return form (Federal, State, or Tribal tax return)
- Last year W2 form
- Letter from the SSA stating the benefits customer receives per month. Letter cannot be older than 12 months
- IRS Form
- Veterans Administration Statement of Benefits
- Retirement/Pension Statement of Benefits
- Unemployment/Workers' Compensation Statement of Benefits
- Divorce Decree
- Child Support Award Letter
- Letter from Employer verifying income

- Any other official documents with income information

The income-based eligibility criteria may change from time to time in accordance with changes in state or federal law. Please consult the latest version of AirTalk Wireless's Lifeline application form for the most recent list of income-based criteria.

C. Lifeline Program Rules

Subscribers applying for Service in AirTalk Wireless Lifeline program agree to, and declare under penalty and perjury, that all of the following conditions below apply:

- Subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required.
- Subscriber does not participate in any other Lifeline program.
- If Subscriber participates in another Lifeline program at the time applying for AirTalk Wireless Lifeline service, the Subscriber agrees to cancel Lifeline service with any other provider.
- Subscriber agrees to immediately, and no later than within 30 days, notify AirTalk Wireless of any address change.
- Subscriber meets the head-of-household requirement and is not claimed as a dependent on another person's tax returns (unless over the age of 60).
- Subscriber will immediately, and no later than within 30 days, notify AirTalk Wireless if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts or no longer satisfy the criteria for receiving the Lifeline discount.
- Subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law.
- Subscriber may be required to re-certify continued eligibility for Lifeline at any time, and failure to re-certify as to subscriber's continued eligibility within 30 days will result in de-enrollment and the termination of the subscriber's Lifeline benefits.

By applying for AirTalk Wireless's Lifeline program, Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify Lifeline participation eligibility requested by AirTalk Wireless.

D. Lifeline Plan

Please visit AirTalk Wireless's Plans webpage for details and up-to-date information on Lifeline plan offerings. <https://airtalkwireless.com/plans>.

E. Customer Support

AirTalk Wireless customer support can be reached at +1 (206) 445-7825 Or +1 (855) 924-7825, or by visiting our website at <https://airtalkwireless.com/help-center> AirTalk Wireless may require subscribers to call the customer support from another phone if necessary to resolve technical issues related to the handset or its programming. Although AirTalk Wireless does not charge for its customer support line, your carrier for your other phone may charge for the airtime.

F. Upgrades

Existing customers on a Lifeline Plan who choose to upgrade to another plan will adhere to the following terms:

- **Immediate Activation:** Your new Lifeline plan will be activated immediately upon selection.
- **Deactivation of Old Plan:** Your current Lifeline plan will be deactivated and cannot be reinstated.
- **No Refunds:** No refunds will be issued for any unused portion of the old Lifeline plan.

G. Complaints/Disputes.

Unresolved questions or complaints regarding Lifeline service may be directed to the following state offices or agencies:

California: CPUC Consumer Affairs Branch, California Public Utilities Commission, 505 Van Ness Avenue, San Francisco, CA 94102; telephone: 1-800-649-7570, online at: www.cpuc.ca.gov/cab.

Colorado: Colorado Public Utilities Commission, Consumer Affairs, 1560 Broadway, Suite 250, Denver Colorado 80202, Phone 303-894-2070 or 800-456-0858, FAX 303-894-2432, email PUC.consumer.complaints@dora.state.co.us.

Georgia: Georgia Public Service Commission's Consumer Affairs Unit at 404-656-4501.

Pennsylvania: Pennsylvania Public Utility Commission, Bureau of Consumer Services P.O. Box 3265, Harrisburg, PA 17105-3265 or call 1-800-692-7380 or online at www.puc.pa.gov.

Washington: Washington State Office of Attorney General, Consumer Protection Division at 1(800) 551-4636

Puerto Rico: Pursuant to Act 296-1996 and Act 33-1985, customers have the right to present a claim or objection over all or part of an invoice; customers have a term of up to twenty (20) days after receiving the invoice. First, customers have to claim or object to AirTalk by calling 611 or +1 (206) 445-7825 Or +1 (855) 924-7825 or in writing at <https://airtalkwireless.com/contact>. Also, by visiting the website. If the payment is not made within the 20-day term, the Company may suspend, discount, and cancel the service or services. The objection to a charge does not exempt from the payment of the charges objected. If you are not in agreement with the result of a

claim, you may request the revision from the Puerto Rico Telecommunications Board (NET) within thirty (30) calendar days from the notification or the result of the claim; by calling 1 (866) 578-5500/787-722-8606/787-756-0804. Also, by sending an email to: querellasnet@jrsp.pr.gov or you may send a letter to: Complaints Division of NET, 500 Ave. Roberto H. Todd (Pda. 18, Santurce), San Juan, PR 00907-3941 or by personally visiting the NET offices located at 500 Ave. Roberto H. Todd, Pda. 18, Santurce. For unresolved questions or complaints and to seek revision of any adverse decision, contact NET using the information above.

3. AirTalk Wireless Terms of Service

A. Service Activation; Phone Numbers; BYOD.

Upon enrollment with AirTalk Wireless, you may have the option of using your own phone (Bring Your Own Device or “BYOD”) or purchasing a AirTalk Wireless Phone. Subscribers who successfully submit an AirTalk Wireless application for the Lifeline program will receive a free SIM card, and the number assigned to your AirTalk Wireless Phone at the time of activation will not be changed, unless required by a Carrier or if it is otherwise lost, following deactivation. AirTalk Wireless Service can only be activated where AirTalk Wireless Service is offered and supported by AirTalk Wireless, and is provided at AirTalk Wireless’s discretion. Some functions, including potentially e911 services, and features referenced in the manufacturer’s manual provided with your AirTalk Wireless Phone may not be available. AirTalk Wireless may modify or cancel any AirTalk Wireless Service, or take corrective action at any time, without prior notice and for any reason, including, but not limited to, your violation of this Agreement. Further, we may remotely change your Phone’s software, applications, or programming, without notice. This could affect your stored data, device’s programming or how you may be able to use the Phone. Eligible first-time Lifeline Subscribers may qualify for a wireless phone provided by AirTalk Wireless at no charge, subject to availability.

The wireless phone number AirTalk Wireless provides for subscribers to use is and will remain the property of AirTalk Wireless. AirTalk Wireless may release a Subscriber's wireless phone number to another Subscriber, without giving notice, if the Subscriber cancels service with AirTalk Wireless, or if the account expires or is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another Subscriber. AirTalk Wireless reserves the right to change a wireless number at any time. AirTalk Wireless will attempt to notify the Subscriber prior to any change.

In some situations, a subscriber may transfer an existing carrier telephone number to their AirTalk Wireless service for use as an AirTalk Wireless phone number. To switch an existing phone number to AirTalk Wireless, please contact AirTalk Wireless' Customer Service at +1 (206) 445-7825 Or +1 (855) 924-7825. Before calling, please have a bill available from the existing carrier. When a Subscriber transfers from another wireless carrier to AirTalk Wireless, the Subscriber may have to pay a termination fee to the former carrier to early terminate the contract. AirTalk Wireless will not reimburse a subscriber for any termination fees imposed by

other carriers.

If you submit a Port-In request to use your own number during the enrollment process:

- Once your application is approved, the Port-In request will be processed during order fulfillment.
- Your phone number will be activated, causing service disconnection from your previous provider.
- You may experience service interruption on your phone number until your AirTalk order arrives.

To avoid service interruption, submit your Port-In request after receiving your AirTalk order with a new AirTalk phone number.

Important Reminders:

- Your current number must remain active with your previous provider until the Port-In is completed and activated with AirTalk.

If your Port-In request fails during order fulfillment:

- Your AirTalk order will be processed with a new phone number.
- You will receive an email/SMS notification to resolve the Port-In issue
- By proceeding with a Port-In request during enrollment, you acknowledge and accept these conditions.

We do not guarantee that number transfers to or from us will be successful. If you authorize another carrier to transfer a number away from us, then that is considered a request by you to us to terminate all the Services associated with that number.

AirTalk Wireless affords Subscribers the option to use their own mobile phone or device, as long as it is compatible with AirTalk Wireless's Lifeline service and network, under its Bring Your Own Device ("BYOD") Program.

If you are activating your own phone under the BYOD, you are responsible for ensuring that the phone is unlocked, is compatible with the AirTalk Wireless Lifeline Service, does not interfere with the AirTalk Wireless Service, and complies with all applicable laws, rules and regulations. You are also responsible for ensuring that your phone meets all federal laws and standards. You are further responsible for the purchase and maintenance of any additional hardware and/or software required to use the Service. Not all aspects of the AirTalk Wireless Service may function on all phones not provided by AirTalk Wireless, including those activated under BYOD. Additionally, some functions and features available on other carrier networks or referenced in the manufacturer's manual provided with your phone may not be available when using the AirTalk

Wireless Service. Please consult additional terms for BYOD at <https://airtalkwireless.com/products/byod>.

For all free wireless handsets subsidized by AirTalk Wireless, we make every effort to fulfill your order and ship the device make and model you selected during the application process. Occasionally, a Device may become unavailable after you have submitted your order. In that case, we reserve the right to select an alternate phone (a different make and model than the one you selected) of equal or greater value as determined by AirTalk Wireless.

B. Network and Availability; Roaming.

The telecommunications networks used to transmit calls for the AirTalk Wireless Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not AirTalk Wireless. AirTalk Wireless provides mobile telecommunications services using the mobile wireless network of its underlying Carrier(s). AirTalk Wireless does not guarantee coverage availability in all areas. Local phone numbers may not be available in all areas.

In order to verify if you reside within a service area, please visit <https://airtalkwireless.com>. You may enter your ZIP code or locate coverage maps on the website to verify coverage. The map is only an approximation of actual coverage and may differ substantially from the areas of coverage shown on the website. Coverage can be affected by many factors such as weather, terrain, buildings, equipment, signal strength or many other factors that may affect network coverage. AirTalk Wireless does not guarantee coverage or network availability.

AirTalk Wireless services use radio transmissions and are therefore affected by limitations. Coverage is not available everywhere. Quality of service may be affected by conditions beyond AirTalk Wireless control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to wireless handsets. AirTalk Wireless does not guarantee, or warrant, that service will be available at any specific time or geographical location, or that service will be provided without possible interruption.

Roaming occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your AirTalk Wireless Device is roaming within the United States, an indicator light on your Device may display the word "Roam", or "RM", while the Device is not in use.

Domestic Roaming. There are no additional charges for roaming. However, availability, quality of coverage, and Lifeline Services while roaming are not guaranteed. In addition, you still must use your Device predominantly within AirTalk's service area. Thus, AirTalk Wireless may suspend, limit or cancel your continued use of other carriers' networks if you exceed the following thresholds while roaming:

- **Voice:** If you use more than 750 minutes during any month.

- **Data:** If you use more than 100 megabytes of data during any month.
- **Texts:** If you use more than 3,000 text messages during any month

If you continue to go over 100MB of roaming data use, you may lose data access until your next bill period starts. This restriction won't affect talk, text, or Wi-Fi access; and it will not affect on-net data usage. We'll send you a text to let you know your line is being restricted. International roaming is not currently available for Lifeline customers.

International Roaming. International roaming is not currently available but may be made available in the future as an add-on service subject to additional rates, terms, and conditions. Please visit <https://airtalkwireless.com/plans> for additional details when international roaming becomes available.

C. Devices

AirTalk Wireless Devices are provided as part of our Service plans and are locked to operate exclusively on the AirTalk Wireless network.

- **Unlocking Policy:** AirTalk Wireless does not provide unlocking services for any Devices obtained through our Service. Customers agree that Devices provided are intended solely for use with AirTalk Wireless services and cannot be used with any other carrier.
- **Network Restriction:** Attempts to unlock or alter the device's network settings may result in permanent damage to the device and void any warranties.

We guarantee that Devices provided will function as intended exclusively with AirTalk Wireless services within the limited warranty period.

- **No Guarantee for Other Networks:** AirTalk Wireless does not warrant or guarantee Device functionality, compatibility, or performance on any other network, even if the device is unlocked by a third party.

The AirTalk Wireless Device is provided exclusively for use by you, the end consumer, with the AirTalk Wireless Service available solely in the United States and under service plans available under these Terms and Conditions. Any other use of your AirTalk Wireless Device, including, but not limited to, resale, unlocking, and/or re-flashing of the phone, is unauthorized and constitutes a violation of your agreement with AirTalk Wireless. You agree not to engage in any other unauthorized or illegal use of your AirTalk Wireless Device or the Service or assist others in such acts; or to sell and/or export AirTalk Wireless Devices outside of the United States. These acts violate AirTalk Wireless's rights and state and federal laws. Improper, illegal, or unauthorized use of your AirTalk Wireless Device is a violation of this agreement and may result in immediate discontinuance of services and legal action against you. AirTalk Wireless will prosecute violators fully of the law.

Some AirTalk Wireless Devices have SIM cards. If your AirTalk Wireless Device has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card.

Subscribers are allowed to install their AirTalk Wireless SIM card or eSIM in any compatible, unlocked phone. To ensure the functionality of all services, it is essential to apply the correct APN settings on the new device. Failure to use a compatible, unlocked phone or configure the correct APN settings may result in service interruptions.

The Carriers, AirTalk Wireless, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your AirTalk Wireless Device is restricted from operating when you are located anywhere outside of the United States, including offshore or in international waters. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

D. Additional Terms for Free or Discounted Devices

During the online enrollment process, Subscribers that select a free or discounted Device subsidized by AirTalk Wireless also agree to the following terms:

- Subscriber agrees to commit to being a Subscriber of AirTalk Wireless's Service for at least 180 consecutive days. If at any time during this 180-day period Subscriber terminates Service, for any reason, Subscriber will be responsible for the full, undiscounted cost of the Device received. The undiscounted cost of the Device is identified next to the statement "No commitment" during the enrollment process.
- Subscriber agrees that if Subscriber's Lifeline Service is transferred from AirTalk Wireless to another provider before the end of the 180-day period, AirTalk Wireless may contact Subscriber via SMS and/or email to confirm that Subscriber requested the transfer before the expiration of the 180-day period.
- Subscriber agrees that if Subscribers transfers to another provider within the 180-day period and not transfer back to AirTalk Wireless by the end of the month in which the first transfer occurred, Subscriber will be responsible for the full, undiscounted cost of the Device received, reduced on a pro-rated basis by the number of months during which Subscriber subscribed to AirTalk Service within the 180-day period. By way of example, if Subscriber transfers Service after 3 months and does not transfer back within the same month, Subscriber will be responsible for half of the full, undiscounted cost of the Device received.

E. Permitted Use

AirTalk Wireless Service is for personal use only and may not be used in a manner that interferes with another AirTalk Wireless customer's use of service. AirTalk Wireless services are provided solely for live dialogue between two individuals. AirTalk Wireless services may not be used for any type of monitoring services, any data transmissions, or other non-personal related connections that do not consist of uninterrupted live dialogue between two individuals.

AirTalk Wireless has determined that its ability to provide good service to its customers may be impaired when customers place abnormally high number of calls, sends, or receive unusually high number of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other AirTalk Wireless customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used for other than personal use and is in violation of these Terms and Conditions of Service.

By applying or activating or using service with AirTalk Wireless, you agree not to use AirTalk Wireless Services in any way that is illegal, abusive, or fraudulent. This will be determined by AirTalk Wireless in its sole discretion. You may also not alter any of the software or hardware on your AirTalk Wireless handset for any purpose. AirTalk Wireless phones may not be sold to third parties.

An AirTalk Wireless customer account may be terminated, without notice, if a customer's usage is determined to be used in violation of the Terms and Conditions of Service for non-personal use, pager service, voicemail retrieval service, or other uses deemed inappropriate.

F. 911 Service

Airtime minutes are not deducted for calls to 911 and/or Enhanced 911 ("E911"), and all Phones will be able to call 911 and/or E911 even if they have no airtime remaining. However, occasionally a subscriber may attempt to call 911 in an area where there is no wireless coverage. If there is no wireless coverage, a subscriber's call to 911 may not go through and the subscriber should dial 911 from the nearest landline phone. **If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone.** You should therefore never solely rely on your wireless phone for emergency calls.

G. Voice Calls

Airtime charges apply to standard voice usage calls for both local, domestic long-distance calls, and international services that are subject to additional [Terms and Conditions](#). AirTalk Wireless voice usage is deducted in full-minute increments and all partial minutes are rounded up to the next minute. Airtime usage is rounded up to the nearest whole minute. Airtime applies to all message retrieval and voice calls. Unanswered outbound calls will be billed if the ring time exceeds 30 seconds. Ring time is defined as the amount of time between the point when a call is initiated (pressing the TALK button) and when it is answered (or terminated before being answered). Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the AirTalk Wireless Lifeline program.

An AirTalk Wireless customer must have airtime minutes available to make or receive a call. AirTalk Wireless handsets will only make or receive calls when you have airtime minutes available on your wireless account. If you run out of your allotment of airtime, you may purchase and add additional airtime to your account.

AirTalk Wireless Calling Features include Caller ID, Call Waiting, Three-Way Calling, Call Forwarding, and Voicemail. Caller ID may display both your billing name and your wireless number when placing outbound calls. AirTalk Wireless does not have the ability to block your name and number when making outbound calls.

International calling is not allowed on any AirTalk Wireless Plan unless you have purchased or enrolled in an international calling plan subject to additional [Terms and Conditions](#).

Directory assistance calls are not charged at a rate per call. Directory assistance calls are deducted from subscriber's available minutes at a 1:1 ratio. AirTalk Wireless reserves the right to assess a rate per call in the future. Notice of such will be added to these Terms of Service and will be posted to our website.

Calls to 900/976 or other pay-per-call service numbers are not available to AirTalk Subscribers. AirTalk Wireless will block any calls to 900, 976, some international calling, or other pay-per-call services. However, if any charges are received by AirTalk Wireless from the underlining carrier for these types of calls, these charges will be passed through to the Subscriber for payment. Nonpayment of these charges when billed to the Subscriber will constitute automatic disconnection of service.

Calls placed to 800/866/877 or other toll-free numbers will incur standard minute usage of a 1:1 ratio. AirTalk Wireless allows subscribers to make or receive domestic long-distance calls inside the domestic USA if coverage is available and for other services provided in these Terms and Conditions of Service. AirTalk Wireless Subscriber handsets do not provide rate information for services used to make or receive voice calls or messages.

Voice minutes are not deducted for calls to 911, *611, 988, or AirTalk Wireless Customer Support. All phones will be able to call 911, even if they have no minutes remaining. AirTalk Wireless may require the customer to call the toll-free customer care number from another phone if necessary to resolve technical issues related to the handset or its programming.

Please contact AirTalk Wireless Customer Service at +1 (206) 445-7825 Or +1 (855) 924-7825, or visit our website at <https://airtalkwireless.com>, for additional pricing information or answers to any questions about AirTalk Wireless.

H. Data Service

Our data Services and your Device may allow you to access the Internet, text, pictures, video, games, graphics, music, email, applications, sound and other materials (“Data Content”) or send Data Content elsewhere. Some Data Content is available from our vendors, or us while other

Data Content can be accessed from others (for example, third party websites, games, ringtones, applications, etc.).

AirTalk Wireless makes no guarantees about the Data Content that you access on your Device. Data Content may be: (1) unsuitable for children/minors; (2) unreliable or inaccurate; or (3) offensive, indecent, or objectionable. You are solely responsible for evaluating the Data Content accessed by you or anyone through your Services. We strongly recommend that you monitor your data usage by children/minors. Data Content from third parties may also harm your Device or its software. We are not responsible for any Data Content. We are not responsible for any damage caused by any Data Content that you access through your Services, that you load on your Device, or that you request that our representatives' access or load on your Device. To protect our networks and Services or for other reasons, we may place restrictions on accessing certain Data Content (such as certain websites, applications, etc.); impose separate charges; limit throughput or the amount of data that you can transfer; or otherwise limit or terminate Services. If we provide you storage for Data Content that you have purchased, then we may delete the Data Content without notice or place restrictions/limits on the use of storage areas. Data Content stored on a Device, transmitted over our networks, or stored by AirTalk Wireless may be deleted, modified, or damaged. You may not be able to make or receive voice calls while using data Services. Data Content provided by our vendors or third parties is subject to cancellation or termination at any time without notice to you and you may not receive a refund for any unused portion of the Data Content.

Unlimited Data Plan Usage Terms

Our Unlimited Data plan includes 40GB of 5G/4G LTE data each month. After reaching this limit, your data speeds may be reduced for the remainder of the billing period. Certain data-intensive activities including but not limited to gaming, downloading/uploading, and video streaming, may be limited after data is reduced on our Unlimited plan. To maintain optimal speeds, consider purchasing a High-Speed Data Top-Up.

Factors Affecting Data Speeds

Data speeds can be influenced by factors such as weather, geography, buildings, and network congestion. Being in remote areas, inside certain structures, or using data during peak hours may result in slower speeds. These factors are beyond our control, but moving to a more open location may help.

In addition to the rules for using all of our other Services, unless we identify the Service or Device that you have selected as specifically intended for that purpose (for example, wireless routers, Data Link, etc.), you may not use our data Services: (1) with server devices or host computer applications, or other systems that drive continuous, heavy traffic or data sessions; (2) as a substitute or backup for private lines or frame relay connections; or (3) for any other unintended use as we determine in our sole discretion. We reserve the right to limit, suspend, or

constrain any heavy, continuous data usage that adversely impacts our networks' performance or hinders access to our networks. If your Services include Web or data access, you also can't use your Device as a modem for computers or other equipment, unless we identify the Service or Device you have selected as specifically intended for that purpose (for example, with “phone as modem” plans, broadband internet access service, mobile broadband card plans, wireless router plans, etc.).

If you use all your monthly data before a new monthly cycle starts and you add an Additional Data Offering Plan to your account, you will be charged based off the Data Offering Plan you choose for data. Subscribers may add an Additional Data Offering Plan or service to their AirTalk Wireless account online or over the phone to your account by paying by credit/debit card. AirTalk Wireless Additional Data Offering Plans come in various increments. Sales taxes may apply and maybe added to the minute plan purchased. All data plans offered by AirTalk Wireless include a limit (CAP) on the amount of data a subscriber can use. Purchased Data Plans cannot be transferred or applied to any other wireless service or account.

I. Text Messaging

With your AirTalk Wireless Lifeline Service, you will receive a free unlimited allotment of Short Message Service (“SMS”) to send and/or open text messages. An AirTalk Wireless customer can send and receive text messages of up to 160 characters. This text message includes the address and subject line. The type of messages a device can receive will depend on the wireless handset capabilities. AirTalk Wireless text messaging may not be used for certain unauthorized uses that adversely impact our service. Examples of unauthorized uses include, without limitation, the automated text or picture messaging to another mobile device or e-mail address; or messaging for commercial purposes. A customer engaged in any unauthorized use of AirTalk Wireless Service may have his/her Service terminated, without prior notice.

AirTalk Wireless plans do not include international text messaging services unless explicitly stated in the plan details. Subscribers will be unable to send international text messages using our service. Premium SMS is a text message to a designated “short code.” Buying or attempting to buy SMS services from anyone other than AirTalk Wireless is strictly prohibited. Premium SMS campaigns may include activities such as sending a vote, playing a game, expressing opinions, subscribing to some type of service, or some type of interaction with a television program. AirTalk Wireless does not participate in Premium SMS services or campaigns. You are solely responsible for any charges incurred for Premium SMS services or campaigns. Any text messages sent to a “short code” using AirTalk Wireless service will not likely be successfully sent or received. Any charges you may incur as a result of any attempts to participate in Premium SMS campaigns or services are not refundable, regardless of whether you incur charges as deductions from your AirTalk Wireless minutes.

Subscribers receiving unwanted text messages (“spam”) should contact the source and request to unsubscribe or remove the Subscriber's wireless phone number from the service. If an AirTalk

Wireless Subscriber intentionally sends spam from an AirTalk Wireless handset, the subscriber may be terminated without notice. Contact AirTalk Wireless Customer Service at toll free +1 (206) 445-7825 Or +1 (855) 924-7825 if additional help or information is required.

Multimedia Messaging Service (MMS) availability and functionality are limited and subject to the Subscriber's specific plan and monthly allowance.

- **Plan-Based Availability:** MMS capabilities, including sending and receiving picture or video messages, may vary based on the selected Service plan. Customers should refer to their plan details for MMS limits or restrictions.
- **Service Limitations:** MMS services may also be affected by network congestion, geographic location, or other factors beyond our control.

J. Taxes and Surcharges

AirTalk Wireless charges state and local sales taxes, regulatory fees, and other applicable surcharges. Pricing listed on the AirTalk Wireless website or listed in advertising methods for wireless service may not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of AirTalk Wireless service regardless of if the subscriber was the actual user of the service. The amount of these taxes and surcharges are subject to change and may vary by geographic area. AirTalk Wireless may charge and collect sales taxes and regulatory fees on all Additional Minutes or Data Offering Plans in each state. Third party authorized retailers who sell AirTalk Wireless Additional Minutes or Data Offering Plans may become responsible for the collecting and paying of sales taxes and required regulatory fees for transactions that occur through such third party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority and changes to applicable contribution amounts for Federal Universal Service Fund ("FUSF") will apply. Taxes and fees are subject to change without notice.

K. Bundling

Bundle offer is a promotional offer and is not eligible for an itemized refund.

4. AirTalk Wireless Refunds, Returns, or Lost Equipment Policy

A. Refunds

AirTalk Wireless is not responsible for, nor will we refund any lost, stolen, misused, or damaged AirTalk Wireless Devices. AirTalk Wireless does not accept returns or provide refunds unless AirTalk Wireless determines in its sole and absolute discretion that it did not provide the Service. All purchases of AirTalk Wireless Additional Minutes or Data Offering Plans are final and non-refundable regardless of who uses or possesses the Subscriber's wireless phone after airtime is purchased, and regardless of whether the Device is used with the Subscriber's consent or knowledge. Monthly charges, shipping and handling fees are non-refundable.

B. Returns

Devices purchased directly from or received from AirTalk Wireless may be returned for a full refund within 15 days of receipt. A Subscriber must return the complete Device as received at the time of activation. For instructions, please contact AirTalk Wireless' Customer Service at +1 (206) 445-7825 Or +1 (855) 924-7825. AirTalk Wireless provides new and used wireless handsets to Subscribers. All handset models provided to Lifeline Subscribers are selected at the sole discretion of AirTalk Wireless. Handset models may vary. AirTalk Wireless reserves the right to replace handsets with various models at its sole discretion.

C. Lost or Stolen Devices

If an AirTalk Wireless subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until AirTalk Wireless is notified of the loss or theft. To report a lost or stolen wireless phone, please contact AirTalk Wireless Customer Service at (206) 445-7825 or (855) 924-7825.

Subscribers can request to temporarily suspend the phone line while waiting for a new SIM or device replacement. If the lost device or SIM is found, it is important for the subscriber to request the removal of the phone line suspension to resume service.

To avoid Service termination and loss of the AirTalk Wireless phone number due to non-usage, please refer to Section 5.B below. Subscribers can continue using the service by purchasing an upgraded or standard replacement device, or obtaining a SIM/eSIM to use with their own compatible unlocked device via the user portal or by contacting Customer Support.

5. Termination Service

A. Annual Re-Enrollment

As an AirTalk Wireless Subscriber, you are eligible to receive AirTalk Wireless Lifeline Service for up to one (1) year upon your enrollment and using the device in the AirTalk Wireless Lifeline Program, and you are eligible to receive up to one additional year following each successful Annual Recertification for your continued program eligibility in the AirTalk Lifeline Program based on your continued eligibility to participate in the program and your continued usage of the AirTalk Wireless Lifeline Service.

B. Termination for Non-Usage

If you do not use your Lifeline Service for a period of 30 consecutive days, you will receive notice with a fifteen (15) day grace period to correct the non-usage. If you do not respond to the notice, you will be de-enrolled, and deactivation of Lifeline Service will occur, regardless of the service end date. If it is found that you no longer meet the requirements or eligibility guidelines to receive AirTalk Wireless Lifeline Service you will be de-enrolled, and deactivation of AirTalk

Wireless Lifeline Service will occur. Upon de-enrollment from the AirTalk Wireless Lifeline Service, you will cease receiving the discounted or free monthly allotment of airtime or data.

If you exceed 45 days without any usage, you will be de-enrolled from the AirTalk Wireless Lifeline Service. Any of these activities, if undertaken by the Subscriber, will establish “usage” of the AirTalk Wireless Lifeline Service: (i) Completion of an outbound call; (ii) Purchase of Data from AirTalk Wireless to add to the subscriber's service plan; (iii) Answering an incoming call from a party other than the AirTalk Wireless or AirTalk Wireless 's agents or representatives; (iv) Responding to direct contact from AirTalk Wireless and confirming that you want to continue receiving the AirTalk Wireless Lifeline service; or (v) Sending a text message; or (vi) Using data.

AirTalk Wireless's provision of Service begins on the 1st calendar day of each month. If, at any time during a calendar month, an AirTalk Wireless customer terminates his/her Service, the customer Service will be cancelled in accordance with AirTalk Wireless's policies and procedures.

C. Termination for Impermissible Use

You agree not to give away, resell, or offer to resell the AirTalk Wireless Device or service provided by the AirTalk Wireless Lifeline program. You also agree your AirTalk Wireless Device will not be used for any purpose that is not allowed by this agreement or that is illegal. AirTalk Wireless can, without notice, limit, suspend, or end your service and de-enroll you from the AirTalk Wireless Lifeline program for violating this provision or for any other good cause, including, but not limited to, if you:

- (a) violate any of the Terms and Conditions of Service;
- (b) lie to any representative of AirTalk Wireless or attempt to defraud any representative of AirTalk Wireless;
- (c) allow anyone to tamper with your AirTalk Wireless Device;
- (d) threaten or commit violence against any representative of AirTalk Wireless, any of our employees, or Customer Support Representatives;
- (e) use vulgar and/or inappropriate language when interacting with AirTalk Wireless representatives;
- (f) steal from AirTalk Wireless;
- (g) harass AirTalk Wireless representatives;
- (h) interfere with AirTalk Wireless operations;
- (i) engage in abusive messaging, emailing, or calling;
- (j) modify your device from its manufacturer's specification;
- (k) use the service in a way that adversely affects our network or the service available to AirTalk Wireless's other customers;
- (l) engage in spamming, traffic pumping, or any fraudulent activity;

- (m) misuse the service for stolen identity purposes;
- (n) continue to use the service when you are no longer eligible for the Lifeline benefit.

We reserve the right to, without notice, limit, suspend, or end your service for any other operational or governmental reason. In addition to permanently terminating your service, criminal offenses (i.e., selling or giving away your service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

6. Limitation of Liability

AirTalk Wireless will not be liable to you for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. AirTalk Wireless will not be liable for any act or omission of any other company furnishing a part of our Services, or our Devices or for any damages that result from any Service or Device provided by or manufactured by affiliated or non-affiliated third parties. AirTalk Wireless is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone or which may remain on your phone during and/or after you no longer have service with AirTalk Wireless. Unless prohibited by law, you agree to limit claims for damages or other monetary relief against each other to direct and actual damages. AirTalk Wireless assumes no risk or responsibility for a Subscriber's use of any content provided by AirTalk Wireless Services. There is no fiduciary duty that exists between you and AirTalk Wireless or its affiliates. You also agree that AirTalk Wireless will not be liable for any missed voice mails, any messages from your voicemail system, any data content, or any storage or deletion of contacts from a handset address book provided by AirTalk Wireless.

7. Use of AirTalk Wireless Customer Information

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of AirTalk Wireless Privacy Policy available online at <https://airtalkwireless.com/privacy-policy>. The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Customer Proprietary Network Information (CPNI) is information that AirTalk Wireless obtains when providing your telecommunications services to you. CPNI includes the types of telecommunications services you currently purchase, how you use them, and the billing information related to those services, including items such as the types of local, long distance and wireless telecommunications services that you have purchased and your calling details. Your telephone, name and address are not considered CPNI. No CPNI will be shared with third parties/affiliates for marketing/promotional purposes.

8. Express Consent to Receive Communications

Subscribers will opt-in via website to receive account updates, offers, and notifications from AirTalk. Message frequency will vary. Message and data rates may apply.

By agreeing to these Terms and Conditions of Service, you expressly consent to and authorize AirTalk Wireless and its affiliates, agents, and its third-party representatives to use written, electronic or verbal means to contact you for any reason, including regarding information about your Service, Device, Service reminders, payment reminders, payment confirmations, renewal confirmations, requisite notices and marketing of any kind, including offers, solicitations, and promotions. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, push notifications, emails, and/or automatic telephone dialing systems. You agree that AirTalk Wireless and its affiliates, agents, and its third-party representatives may, now or in the future, use any email address or the telephone number that you are assigned for your AirTalk Wireless Service, to contact you for any reason, regardless of whether you incur charges as a result. You further agree that AirTalk Wireless may contact you via email or text at ANY TIME.

Subject to your right to opt out as set forth below, this consent may not be revoked. You have the right to opt out from receiving marketing communications from AirTalk Wireless at any time. You may exercise this right to opt out by unsubscribing from email or SMS marketing by texting STOP, or by calling customer support at +1 (206) 445-7825 Or +1 (855) 924-7825.

Review our privacy policy here: <https://airtalkwireless.com/privacy-policy>

9. Limitations of Service and Use of Devices

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical, and other conditions. Further, Services may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by AirTalk Wireless or the Carriers, or because of equipment modifications, upgrades, repairs, relocations, or other similar activities necessary or proper for the operation or improvement of AirTalk Wireless or the Carriers's radio telephone system. At any time, AirTalk Wireless reserves the right to substitute and/or replace any AirTalk Wireless equipment (including Mobile Devices) with other AirTalk Wireless equipment (including Mobile Devices) of comparable quality. Some functions and features referenced in the manufacturer's manual for a particular AirTalk Wireless Mobile Device may not be available on your phone. AirTalk Wireless does not warrant or guarantee availability of network or of any services at any specific time or geographic location or that the services will be provided without interruption. AirTalk Wireless does not guarantee access to 911 services where there is not or limited wireless coverage, a subscriber's 911 call may not go through; subscribers should dial 911 from the nearest landline phone. Neither AirTalk Wireless, nor any carrier, shall have any liability for service failures, outages, or limitations of service. Because of the risk of being struck by lightning, you should not use your AirTalk Wireless Mobile Device outside during a lightning storm. You should also unplug the AirTalk Wireless Mobile Device power cord and charger to avoid electrical shock and/or fire during a lightning storm. In the event AirTalk Wireless

determines that it is necessary to interrupt the Services for any reason or there is the potential for a Services interruption due to system maintenance, AirTalk Wireless will use reasonable efforts to notify you prior to the performance of such maintenance and will attempt to schedule such maintenance during non-peak hours.

10. Law Enforcement

AirTalk Wireless intends to fully comply with the Communications Assistance for Law Enforcement Act and other similar laws or regulations. By use of the Services, you agree that, if and as required by law enforcement entities, AirTalk Wireless may monitor or facilitate monitoring, and otherwise disclose the nature and content of communications transmitted through the Services or the Mobile Device without any further notice or liability.

11. Indemnification

To the full extent by law, you agree to hold harmless and indemnify AirTalk Wireless and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of AirTalk Wireless Devices and services, or another person whom you authorize or not to use your Devices or Services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with AirTalk Wireless.

A Subscriber may reside in a state that does not allow disclaimers of implied warranties or limits remedies for breach. Therefore, the above exclusions or limitations may not apply to all Subscribers. A Subscriber may have other legal rights that vary by state.

12. Disclaimer of Warranties

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

13. Notices

You may send notices to AirTalk Wireless by mail, 9920 Brooklet Drive, Houston, TX 77099. Notices will be considered effective after received by AirTalk Wireless. If a Subscriber is unable to resolve concerns with AirTalk Wireless, the Subscriber may file a complaint with the Federal Communications Commission or the Subscriber's state public utilities commission. Any notice sent to a Subscriber will be sent to your last known residence we have on file, or via text message to your AirTalk Wireless phone, or via text message to your alternative phone, or via email to your email.

The AirTalk Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you and AirTalk Wireless with respect to products and services provided to you and the terms under which they are offered to you by AirTalk Wireless. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights. Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the state of Texas. AirTalk Wireless reserves the right to suspend or terminate any subscriber's access to AirTalk Wireless services or to the AirTalk Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of AirTalk Wireless, its affiliates, or for any other reason at the sole discretion of AirTalk Wireless.

Attachment 3-17
Website



Limited spots available

Up To

**NEW CUSTOMER
OFFER 20%
OFF!****Sign up today!**
and save **15%–20%** on your new plan**Claim Your Discount**

Discover Our Plans

Explore personalized mobile plans designed to fit your lifestyle and keep you connected.

No Data 18% OFF	1GB 20% OFF	3GB 11% OFF	6GB 10% OFF
3 Months ▾	3 Months ▾	3 Months ▾	3 Months ▾
\$6.67 \$5.67/MO \$17.00 upfront payment required	\$16.00 \$8.00/MO \$24.00 upfront payment required	\$15.00 \$13.33/MO \$40.00 upfront payment required	\$20.00 \$18.00/MO \$54.00 upfront payment required
Buy Now	Buy Now	Buy Now	Buy Now

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\$49.99 ~~\$179.99~~



Samsung Galaxy A14 5G

87% OFF

\$13.41/MO
for 6 months with **affirm**

\$76.99 ~~\$179.99~~

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Add more lines and watch your discount grow! Connect everyone you love without worrying about overages.

GET **15% OFF** 2 lines

GET **20% OFF** 3 lines

GET **25% OFF** 4 lines

GET **30% OFF** 5 lines

[Craft My Family Plan](#)

Why Choose Us?

AirVoice Wireless provides outstanding service with tons of amazing features.

Why Choose Us?

AirVoice Wireless provides outstanding service with tons of amazing features.



Dependable Service

AirVoice Wireless : 25 years of reliable connections, providing outstanding cellular service since 1999.



Unbeatable Pricing

Everyone deserves affordable connections. Find cell phone plans & smartphones that fit your budget.



Nationwide Coverage

Securely connect to the nation's fastest and most reliable 5G+ network.



Freedom Of Choice

Your choice, your connection: AirVoice offers flexible plans & phones.



Outstanding Customer Support

Stay connected with peace of mind: AirVoice offers top-notch, multi-language customer service.



No Contracts, No Commitment

Stay connected on your terms with no strings attached.

Hear From Our Satisfied Clients

Real stories from real customers who love AirVoice.

Great service! So I got AirVoice 3GB plan with unlimited talk and text-3 months package, and it's been awesome...

Tom

June 10, 2020



It was very well explained and also easy to apply, they even give you a large selection of devices to choose from

Clara Warner

May 31, 2024



It was fast and easy to sign up ! Hopefully my phone will get here soon and I'll be very pleased with it.

Latricia Bordelon

January 3, 2025



I really loved how many different phone options they had to choose from. It really was like they had something...

Sheree Holston

August 17, 2021



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Attachment 3-22
Application Withdrawals

IN THE MATTER OF THE PETITION OF AIRVOICE	)	ORDER GRANTING
WIRELESS, LLC DBA AIRTALK WIRELESS FOR	)	WITHDRAWAL WITHOUT
DESIGNATION AS AN ELIGIBLE	)	PREJUDICE AND CLOSING
TELECOMMUNICATIONS CARRIER IN THE STATE OF	)	DOCKET
SOUTH DAKOTA	)	
	)	TC22-009

Dated at Pierre, South Dakota, this 14th day of April 2025.

Date:

Gary Hanson

Ch. Nelson

Kristie Ziegen

KRISTIE FIEGEN, Commissioner

Records, PRC, PRC

From: Jason Marks, Esq. <lawoffice@jasonmarks.com>
Sent: Thursday, September 15, 2022 3:48 PM
To: Records, PRC, PRC
Cc: Victoria Martin; Brian Harris; Lance Steinhart
Subject: [EXTERNAL] Case No. 22-00070-UT, AirVoice Mtn to Dismiss
Attachments: 22-00070-UT 2022-09-15 AirVoice Mtn to Dismiss.pdf

CAUTION: This email originated outside of our organization. Exercise caution prior to clicking on links or opening attachments.

Dear Records Bureau,

Please accept the attached document for electronic filing. Thank you,

Jason Marks

--

Jason Marks Law, LLC | 1011 Third St NW | Albuquerque, NM 87102 | (505) 385-4435

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BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF THE PETITION OF	)	
AIRVOICE WIRELESS, LLC D/B/A/AIRTALK	)	
WIRELESS FOR DESIGNATION AS AN ELIGIBLE	)	
TELECOMMUNICATIONS CARRIER FOR THE	)	Case No. 22-00070-UT
LIMITED PURPOSE OF PROVIDING LIFELINE	)	
SERVICE IN THE STATE OF NEW MEXICO	)	

AIRVOICE WIRELESS, LLC D/B/A/AIRTALK WIRELESS’
MOTION FOR DISMISSAL OF PETITION WITHOUT PREJUDICE

AirVoice Wireless, LLC, d/b/a AirTalk Wireless (“AirVoice” or the “Company”), by and through undersigned counsel, hereby moves the Hearing Examiner and the Commission for an Order dismissing the Company’s pending Petition for Designation as an Eligible Telecommunications Carrier, without prejudice.

For its Motion, AirVoice states:

1. On March 29, 2022, AirVoice Wireless, LLC d/b/a AirTalk Wireless filed its Petition seeking Commission approval for designation as an Eligible Telecommunications Carrier (“ETC”) solely to provide Lifeline service to qualifying New Mexico customers.
2. On April 26, 2022, the Commission issued an Order appointing Anthony Medeiros as Hearing Examiner, to preside over the matter, conduct any necessary hearings, and to submit a Recommended Decision containing proposed findings of fact and conclusions of law regarding this case to the Commission.
3. On June 3, 2022, the Hearing Examiner issued a Procedural Order in the Case.
4. On June 6, 2022, the Hearing Examiner issued a Bench Request Order seeking seven categories of information pertaining to regulatory actions involving the Company and its

affiliates in other jurisdictions, civil and criminal court matters, and consumer complaints.

Responses to the Bench Request Order were due on or before June 28, 2022.

5. The Company did not file responses to the Bench Request when due.

6. On July 5, 2022, the Hearing Examiner issued a show cause order occasioned by AirVoice's breach of the Bench Request Order

7. On July 6, 2022, AirVoice filed its Response to the Show Cause Order, and therein also motioned the Hearing Examiner to extend the deadline for the response to the Standing Bench Request Order and to cancel the current procedural schedule. Staff filed a Reply to AirVoice's Response. AirVoice filed a motion for leave to reply, and a proposed Reply to Staff.

8. On July 21, 2022, the Hearing Examiner issued an Order Imposing Sanctions for Violating Bench Request Order, in which the Hearing Examiner found that the Company's violation of the Bench Request Order lacked justification. The Hearing Examiner ordered, *inter alia*, that:

- AirVoice is hereby advised that the Commission will not countenance any further violations of its orders or rules in this proceeding;

and

- AirVoice is hereby placed on notice that any further violations of Commission orders or rules may constitute, considered in conjunction with the violations found in this Order, a manifest pattern of misconduct warranting summary dismissal of AirVoice's petition with prejudice.

9. On July 21, 2022, the Hearing Examiner issued a new Procedural Order for the case which, *inter alia*, set a new deadline for the Company's responses to the Bench Request Order as September 15, 2022.

10. The Company and its counsel have engaged in efforts that have resulted in the compilation of almost all of the information required by the Bench Request Order. However, the Company has determined that some of the information sought (historical information regarding complaints and other matters pertaining to affiliates prior to their acquisition by the Company) is very difficult to obtain, and that certain information should only be produced subject to a confidentiality order. The Company has not obtained a confidentiality order in this case, and further assesses based on precedent, that the Commission would likely not approve confidentiality for the information that the Company deems to be sensitive.

11. The Company has further made the assessment that the regulatory burdens imposed by the State of New Mexico for ETC certification (even in the absence of the Company's error that lead to the Sanctions Order) are disproportionate to the business benefits of achieving certification in the state at present, and that it should devote its limited regulatory resources to pending matters in other jurisdictions.

12. Thus, the Company wishes to withdraw its Petition at the present stage of this case, before unnecessarily consuming further resources of the Commission, the intervener, or the Company.

13. Withdrawal of a petition and dismissal of a proceeding by a petitioner are governed by NMPRC procedural rules 1.2.2.10(G) and 1.2.2.12(B) NMAC. Rule 1.2.2.12(B) provides that a party may move to dismiss a proceeding for good cause shown. *See* Recommended Decision, Case No. 13-00013-UT, at 7 (dismissal under 1.2.2.12(B) NMAC

applicable to petitioner seeking to withdraw ETC petition). Rule 1.2.2.10(G) governs the process for amending and withdrawing pleadings, and provides that pleadings, such as petitions, may be withdrawn or amended “only with leave of the commission or presiding officer and upon such conditions as the commission or presiding may deem appropriate.” Case No. 12-00389-UT, Order Recommending Dismissal with Prejudice, at 2 quoting 1.2.2.10(E)(1) (subsequently recompiled as .10(G)). “To close a proceeding before a hearing on the merits has been held, a recommended decision issued, and final order entered, the Commission’s procedural rules dictate that the proceeding must be dismissed.” *Id.*

14. Counsel for Staff of the Telecommunications Bureau was contact for its position and stated “Staff does not object to a motion to withdraw without prejudice.” Counsel for SBI was contacted by telephone and email for its position, but did not respond in the time available.

Wherefore, AirVoice requests that the Commission enter an order dismissing its Petition for ETC certification without prejudice.

Respectfully submitted,

/s/ Jason Marks
Jason Marks, Esq.
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1011 Third Street, NW
Albuquerque, New Mexico 87102
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***Counsel for AirVoice Wireless, LLC, d/b/a
AirTalk Wireless***

VERIFICATION

I, Henry Do, CEO of AirVoice Wireless, LLC, d/b/a AirTalk Wireless state and affirm under penalty of perjury under the laws of the State of New Mexico that the factual assertions in paragraphs 10 – 12 of the preceding motion are true and accurate to the best of my knowledge.



Henry Do

Date: September 15, 2022

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF THE PETITION OF)
AIRVOICE WIRELESS, LLC D/B/A/AIRTALK)
WIRELESS FOR DESIGNATION AS AN ELIGIBLE)
TELECOMMUNICATIONS CARRIER FOR THE) Case No. 22-00070-UT
LIMITED PURPOSE OF PROVIDING LIFELINE)
SERVICE IN THE STATE OF NEW MEXICO)
_____)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date I caused to be sent to the individuals listed below, via e-mail only, a true and correct copy of the foregoing Motion to Dismiss:

Lance J.M. Steinhart lsteinhart@telecomcounsel.com

Jason Marks lawoffice@jasonmarks.com

Brian Harris brianhatterney@gmail.com

John Bogatko john.bogatko@state.nm.us

Brady Tolleson brady.tolleson@state.nm.us

Lauren Lucero lauren.lucero@state.nm.us

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Timothy Shaffery <tshaffery@cellularoneaz.com>

Michael Ripperger mike.ripperger@state.nm.us

Elizabeth Ramirez elizabeth.ramirez@state.nm.us

Hans Mueller hans.muller@state.nm.us

Ana C. Kippenbrock ana.kippenbrock@state.nm.us

DATED this 15th day of September 2022.

/s/ Jason Marks

1011 Third St NW

Albuquerque, NM 87102

505-385-4435

lawoffice@jasonmarks.com

22-00070-UT; Order Adopting Order Recommending Dismissal of Proceedings Without Prejudice

Santillanes, LaurieAnn , PRC

Thu 8/10/2023 12:08 PM

To:Records, PRC, PRC <PRC.Records@prc.nm.gov>

Cc:lsteinhart@telecomcounsel.com <lsteinhart@telecomcounsel.com>;kzack@telecomcounsel.com

<kzack@telecomcounsel.com>;lawoffice@jasonmarks.com

<lawoffice@jasonmarks.com>;brianhattorney@gmail.com

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PRC <John.Bogatko@prc.nm.gov>;Ripperger, Mike, PRC <Mike.Ripperger@prc.nm.gov>;Ramirez, Elizabeth,

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<LaurieAnn.Santillanes@prc.nm.gov>;PRC-Commissioners & Advisors <PRC-

Commissioners&Assistants@state.nm.us>

📎 1 attachments (190 KB)

22-00070-UT - 2023-08-10 - Order Adopting Recommendation to Dismiss without Prejudice.pdf;

BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

**IN THE MATTER OF THE PETITION OF AIR VOICE)
WIRELESS, LLC D/B/A AIRTALK WIRELESS FOR)
DESIGNATION AS AN ELIGIBLE)
TELECOMMUNICATIONS CARRIER FOR THE)
LIMITED PURPOSE OF PROVIDING LIFELINE)
SERVICE IN THE STATE OF NEW MEXICO)**

Docket No. 22-00070-UT

Sincerely,

LaurieAnn Santillanes

Law Clerk

Office of General Counsel

P.O. Box 1269

Santa Fe, NM 87504-1269

Telephone: (505) 670-4830

Email: LaurieAnn.Santillanes@prc.nm.gov



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BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF THE PETITION OF AIR VOICE)
WIRELESS, LLC D/B/A AIRTALK WIRELESS FOR)
DESIGNATION AS AN ELIGIBLE) Docket No. 22-00070-UT
TELECOMMUNICATIONS CARRIER FOR THE)
LIMITED PURPOSE OF PROVIDING LIFELINE)
SERVICE IN THE STATE OF NEW MEXICO)

ORDER ADOPTING ORDER RECOMMENDING DISMISSAL OF PROCEEDING
WITHOUT PREJUDICE

THIS MATTER comes before the New Mexico Public Regulation Commission (the “Commission”) upon the Motion for Dismissal of Petition without Prejudice (the “Motion”), filed by petitioner Air Voice Wireless, LLC dba Airtalk Wireless (the “Petitioner”), and the Order Recommending Dismissal of Proceeding (the “Recommendation”), filed by the Hearing Examiner.

Whereupon, having been duly informed, the Commission finds that it should adopt the Hearing Examiner’s recommendation to dismiss this proceeding without prejudice.

THE COMMISSION FINDS AND CONCLUDES:

1. On September 15, 2022, the Petitioner filed the Motion. In the Motion, the Petitioner requests leave to withdraw its Petition for Designation as an Eligible Telecommunications Carrier in the State of New Mexico (the “Petition”) without prejudice. The Motion is unopposed.

2. On December 23, 2022, Hearing Examiner Anthony Medeiros issued his Recommendation, in which he recommended that the Commission grant the Motion, thereby granting leave to the Petitioner to withdraw the Petition without prejudice. No exceptions to the Recommendation were filed.

3. The Commission has jurisdiction over this matter pursuant to 47 U.S.C. § 214(e)(2).

4. The Commission accepts and adopts all findings of fact and conclusions of law throughout the Recommendation.

IT IS THEREFORE ORDERED:

A. The Decretal Paragraphs contained in the Recommendation are incorporated by reference as if fully set forth herein and are ADOPTED, APPROVED, and ACCEPTED as orders of the Commission.

B. The Recommendation is ADOPTED, APPROVED, and ACCEPTED in its entirety.

C. This Order is effective immediately.

D. A copy of this Order shall be served upon all parties listed on the attached certificate of service via email, if the email addresses are known, and if not known, by regular mail.

E. This docket is now closed.

ISSUED under the Seal of the Commission at Santa Fe, New Mexico, this 10th day of August, 2023.

NEW MEXICO PUBLIC REGULATION COMMISSION

/s/ Gabriel Aguilera, electronically signed

GABRIEL AGUILERA, COMMISSIONER

/s/ James F. Ellison, Jr., electronically signed

JAMES F. ELLISON, JR., COMMISSIONER

/s/ Patrick J. O'Connell, electronically signed

PATRICK J. O'CONNELL, COMMISSIONER



BEFORE THE NEW MEXICO PUBLIC REGULATION COMMISSION

IN THE MATTER OF THE PETITION OF AIR VOICE)
WIRELESS, LLC D/B/A AIRTALK WIRELESS FOR)
DESIGNATION AS AN ELIGIBLE) Docket No. 22-00070-UT
TELECOMMUNICATIONS CARRIER FOR THE)
LIMITED PURPOSE OF PROVIDING LIFELINE)
SERVICE IN THE STATE OF NEW MEXICO)

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this date I caused to be sent to the individuals listed below, via e-mail only, a true and correct copy of the foregoing ***Order Adopting Order Recommending Dismissal of Proceedings Without Prejudice.***

Lance J.M. Steinhart	lsteinhart@telecomcounsel.com ;
Katie Zack	kzack@telecomcounsel.com ;
Jason Marks	lawoffice@jasonmarks.com ;
Brian Harris	brianhatterney@gmail.com ;
Patricia Salazar Ives	pives@cuddymccarthy.com ;
Timothy B. Shaffery	tshaffery@cellularoneaz.com ;
John Bogatko	john.bogatko@prc.nm.gov ;
Michael Ripperger	mike.ripperger@prc.nm.gov ;
Elizabeth Ramirez	elizabeth.ramirez@prc.nm.gov ;
Hans Muller	hans.muller@prc.nm.gov ;
Ana C. Kippenbrock	ana.kippenbrock@prc.nm.gov ;

DATED this 10th day of August, 2023.

NEW MEXICO PUBLIC REGULATION COMMISSION

/s/ LaurieAnn Santillanes, electronically signed

LaurieAnn Santillanes, Law Clerk

Attachment 3-24

Sample ACP Wind-down Email

AIRTALK

To current ACP subscribers

(notice about the final month and undiscounted rate, suggestion to qualify to Lifeline/maintain free phone service or apply AirVoice)

Email 1.1: States that have ACP and Lifeline (925 State's Offer)

(ACP customers that are not active Lifeline)

Subject: **ACP is winding down and reaching its final month. Here's how to keep your free phone service**

Dear [Current ACP subscribers],

The Affordable Connectivity Program (ACP) is set to wind down soon according to [the recent notification from the FCC](#) as new ACP enrollments were frozen completely on February 8, 2024. Without additional funding, this program is expected to end in April 2024, marking this as the final full month to receive your free ACP phone service. Further details on the exact end date and undiscounted rate to maintain your service will be provided later.

Still concerned about losing your phone number and services after the ACP ends? Here's how you can keep your phone service active:

1. [Apply for the Lifeline program with AirTalk Wireless](#)

AirTalk Wireless is an authorized provider of the Lifeline program in over 38 states, so once ACP is discontinued, you'll still be able to keep your connection with our Lifeline services. This is what separates us from our competitors! As a valued customer, we are offering you our exclusive discounted Lifeline plan:

- **For \$0/mo.** you can enjoy unlimited voice, text, and 4.5 GBs of data
- Need more? For only **\$10/mo.** you can get unlimited voice, text, and 10 GBs of data!

[CTA: Apply to Lifeline now \[transition guide\]](#)

2. [Apply for an AirVoice Wireless Prepaid plan](#)

Not qualified for Lifeline? No problem. Check out our AirVoice Wireless deeply discounted monthly plans. As the parent company of AirTalk, your current connection can be ported to AirVoice with no extra action required. AirVoice Wireless brings you a premium wireless service with the most affordable pricing on the market.

Our prepaid plans start at just \$10 per month and offer unlimited calling and texting, 1 GB of data (with higher data options available). Plus, sign up for a month of service and get the next month FREE! Sign up now!

[CTA: View our AirVoice Plans \[transition guide\]](#)

Please note that by the time ACP ends if you haven't chosen a new plan yet, your service will be suspended. To stay connected, let's find a plan that perfectly suits your needs and lifestyle!

Staying with AirTalk or AirVoice, allows you to enjoy:

- High-quality phones from iconic brands like Apple, Samsung, Google, LG, and more!
- Unlimited International Calling to over 80+ Countries including Canada & Mexico
- 5G+ High-Speed Internet
- Free Wi-Fi-Calling
- Multilingual customer support
- Loyalty & Trade-in Programs with enticing rewards like extra data, cashback, and upgrades to your device after 6 months
- The Power of Affirm - Buy Now, Pay Later
- No Contracts and No Hidden Fees

Stay tuned for more information!

-AirTalk Wireless

SMS 1.1: States that have ACP and Lifeline (925 State's Offer)

(ACP customers that are not active Lifeline)

Important Update: ACP is winding down and will reach its final month in April. Visit <https://airtalk.co/TGFIBw> to see what you should do to keep your free phone service. Reply STOP to end MSG.

Email 1.2: States that have ACP and Lifeline (CA/Tribal States)

(ACP customers that are not active/signed up for Lifeline)

Subject: ACP is winding down and reaching its final month. Here's how to keep your free phone service

Dear [Current ACP subscribers],

The Affordable Connectivity Program (ACP) is set to wind down soon according to [the recent notification from the FCC](#) as new ACP enrollments were frozen completely on February 8, 2024. Without additional funding, this program is expected to end in April 2024, marking this as the final full month to receive your free ACP phone service. Further details on the exact end date and undiscounted rate to maintain your service will be provided later.

Still concerned about losing your phone number and services after the ACP ends? Here's how you can keep your phone service active:

[Apply for the Lifeline program with AirTalk Wireless](#)

AirTalk Wireless is an authorized provider of the Lifeline program in your state, so once ACP is discontinued, you'll still be able to keep your connection with our Lifeline services. This is what separates us from our competitors! We will make effort to keep the same ACP benefits for your Lifeline plan, which includes:

- **For \$0/mo. you can enjoy unlimited voice, text, and 15 GBs of data**

[CTA: Apply to Lifeline now \[transition guide\]](#)

[Apply for an AirVoice Wireless Prepaid plan](#)

Not qualified for Lifeline? No problem. Check out our AirVoice Wireless deeply discounted monthly plans. As the parent company of AirTalk, your current connection can be ported to AirVoice with no extra action required. AirVoice Wireless brings you a premium wireless service with the most affordable pricing on the market.

Our prepaid plans start at just \$10 per month and offer unlimited calling and texting, 1 GB of data (with higher data options available). Plus, sign up for a month of service and get the next month FREE! Sign up now!

[CTA: View our AirVoice Plans \[transition guide\]](#)

[Staying with AirTalk or AirVoice, allows you to enjoy:](#)

- High-quality phones from iconic brands like Apple, Samsung, Google, LG, and more!
- Unlimited International Calling to over 80+ Countries including Canada & Mexico
- 5G+ High-Speed Internet

AirVoice Second Notice Templates

- Free Wi-Fi-Calling
- Multilingual customer support
- Loyalty & Trade-in Programs with enticing rewards like extra data, cashback, and upgrades to your device after 6 months
- The Power of Affirm - Buy Now, Pay Later

No Contracts and No Hidden Fees Stay tuned for more information!

-AirTalk Wireless

SMS 1.2: States that have ACP and Lifeline (CA/Tribal States)

(ACP customers that are not active/signed up for Lifeline)

Important Update: ACP is winding down and will reach its final month in April. Visit [...] to see what you should do to keep your free phone service. Reply STOP to end MSG.

Email 1.3. States With No Lifeline

(active ACP customer)

Subject: **ACP is ending soon. Here's how to keep your free phone service**

Dear [*Current ACP subscribers*],

The Affordable Connectivity Program (ACP) will be winding down soon according to [the FCC's recent notification](#) as new ACP enrollments were frozen completely on February 8, 2024. Without additional funding, this program is expected to end in April 2024, marking this as the final full month to receive your free ACP phone service. Further details on the exact end date and undiscounted rate to maintain your service will be provided later.

Still concerned about losing your phone number and services after the ACP ends? Here's how you can keep your phone service active:

[Apply for an AirVoice Wireless Prepaid plan](#)

Check out our AirVoice Wireless deeply discounted monthly plans. As the parent company of AirTalk, your current connection can be ported to AirVoice with no extra action required. AirVoice Wireless brings you a premium wireless service with the most affordable pricing on the market.

Our prepaid plans start at just \$10 per month and offer unlimited calling and texting, 1 GB of data (with higher data options available). Plus, sign up for a month of service and get the next month FREE! Sign up now!

[CTA: View our AirVoice Plans \[transition guide\]](#)

Please note that by the time ACP ends if you haven't chosen a new plan yet, your service will be suspended. To stay connected, let's find a plan that perfectly suits your needs and lifestyle!

[Staying with AirTalk and AirVoice, allows you to enjoy:](#)

- High-quality phones from iconic brands like Apple, Samsung, Google, LG, and more!
- Unlimited International Calling to over 80+ Countries including Canada & Mexico
- 5G+ High-Speed Internet
- Free Wi-Fi-Calling
- Multilingual customer support
- Loyalty & Trade-in Programs with enticing rewards like extra data, cashback, and upgrades to your device after 6 months
- The Power of Affirm Buy Now, Pay Later
- No Contracts and No Hidden Fees

AirVoice Second Notice Templates

Stay tuned for more information!

-AirTalk Wireless

SMS 1.3: States With No Lifeline

(active ACP customer)

ACP is ending in April. Visit <https://airtalk.co/G5Po3A> to see what you should do to keep your phone service. Reply STOP to end MSG.

Email 2: To current Combo subscribers

Email 2.1 Combo subscribers (925 State's Offer)

(active ACP customer; active Lifeline customer)

Subject: ACP will end this April. Here's how to **keep your phone services & benefits**

Dear [current combo subscribers],

The Affordable Connectivity Program (ACP) will be winding down soon according [the FCC's recent notification](#) as new ACP enrollments were frozen completely on February 8, 2024. Without additional funding, this program is expected to end in April 2024, marking this as the final full month to receive your free ACP phone service. Further details on the exact end date and undiscounted rate will be provided later.

What should you do?

When the ACP ends, you don't need to do anything, your Lifeline service will remain **at \$0/mo.** for you to enjoy unlimited voice, text, and 4.5 GBs of data.

Need more? For only **\$10/mo.** you can get unlimited voice, text, and 10 GBs of data/mo.

[CTA: Upgrade my plan to 10 GBs/mo. \[transition guide\]](#)

Stay connected with AirTalk and enjoy the benefits of being a Lifeline customer:

- A free smartphone
- Unlimited International Calling to over 80+ Countries including Canada & Mexico
- 5G+ High-Speed Internet
- Free Wi-Fi-Calling
- Multilingual customer support
- Loyalty & Trade-in Programs with enticing rewards like extra data, cashback, and upgrades to your device after 6 months (Coming Soon)
- The Power of Affirm - Buy Now, Pay Later
- No Contracts and No Monthly Bills

Thank you for being a valued AirTalk customer!

-AirTalk Wireless

SMS 2.1: Combo subscribers (925 State's Offer)

(active ACP customer; active Lifeline customer)

ACP will be winding down in April. Don't transfer out to maintain your benefits. Read more at <https://airtalk.co/DIEayt> Reply STOP to end MSG.

Email 2.2 Combo subscribers (CA/Tribal States)

(active ACP customer; active Lifeline customer)

Subject: ACP will end this April. Here's how to **keep your phone services & benefits**

Dear [current combo subscribers],

The Affordable Connectivity Program (ACP) will be winding down soon according [the FCC's recent notification](#) as new ACP enrollments were frozen completely on February 8, 2024. Without additional funding, this program is expected to end in April 2024, marking this as the final full month to receive your free ACP phone service. Further details on the exact end date and undiscounted rate will be provided later.

What should you do?

When the ACP ends, you don't need to do anything. We will make effort to keep the same ACP benefits for your Lifeline plan, including:

Your Lifeline service will remain at \$0/mo. for you to enjoy unlimited voice, text, and 15 GBs of data/mo.

Stay connected with AirTalk and enjoy the benefits of being a Lifeline customer:

- Unlimited International Calling to over 80+ Countries including Canada & Mexico
- 5G+ High-Speed Internet
- Free Wi-Fi-Calling
- Multilingual customer support
- Loyalty & Trade-in Programs with enticing rewards like extra data, cashback, and upgrades to your device after 6 months (Coming Soon)
- The Power of Affirm - Buy Now, Pay Later
- No Contracts and No Monthly Bills

Thank you for being a valued AirTalk customer!

-AirTalk Wireless

SMS 2.2: 2.2 Combo subscribers (CA/Tribal States)

(active ACP customer; active Lifeline customer)

ACP will be winding down in April. Don't transfer out to maintain your benefits. Read more at [...]Reply STOP to end MSG.

Attachment 3-25
Compliance Plan

Air Voice Wireless, LLC
COMPLIANCE
PROGRAM

April 2024

I. INTRODUCTION

Air Voice Wireless, LLC (“Company”) provides wireless and broadband services to participates in the Federal Communications Commission’s (“FCC”) Lifeline Program and Affordability Connectivity Program (“ACP”), which provide discounted services for low-income Americans. The Company’s mission is to provide dependable, affordable service to its customers and to do so in a manner that is lawful, honest, and ethical. To ensure the Company and its employees meet our expectations regarding lawful, honest, and ethical behavior, the Company has established and adopted this comprehensive compliance program.

II. OVERVIEW OF COMPLIANCE PROGRAM

A. Objectives and Goals

The Company’s policy and objective are to conduct its business operations in compliance with all applicable federal and state laws and regulations, including the rules governing the Lifeline Program and ACP, and to maintain an effective compliance program to monitor such compliance. The Compliance Program’s goals include (1) establishing within the Company a culture of compliance that promotes prevention, detection, and resolution of instances of misconduct; (2) articulating and demonstrating the Company’s commitment to compliance, including from the highest levels within the Company; (3) eliminating or reducing potential damage to the reputation and goodwill of the Company; (4) educating and informing all employees of the importance of compliance; (5) reducing or minimizing potential exposure to civil, criminal, or regulatory enforcement actions; (6) providing employees a conduit through which to report, without fear of retaliation, potential misconduct; and (7) establishing a method for investigating suspected misconduct. This Compliance Program formalizes the Company’s compliance objectives and goals.

B. Essential Elements

The Company recognizes that its compliance plan must be tailored to the nature of the Company’s business, the regulatory environment in which it operates, the needs of individual employees, and changing and evolving issues. The Company, however, is committed to ensuring that its Compliance Program adheres to the fundamental elements of a corporate compliance program as defined by the U.S. Department of Justice and the federal sentencing guidelines. The Company’s compliance program is designed to include the following essential elements:

1. Compliance Program Administration: The designation of a compliance officer charged with the responsibility of implementing, operating, and monitoring the compliance program.
2. Standards, Policies, and Procedures: A written code of conduct, policies, and procedures that promote the Company’s commitment to compliance and that address applicable laws and regulations.
3. Education and Training: An education and training program to ensure employees understand the Company’s compliance program and their obligations to comply with its requirements.

4. Auditing and Monitoring: A system and schedule for auditing and monitoring Company activities and employee conduct.
5. Internal Reporting Systems: A process for employees to report suspected violations of law, regulations, and the compliance program, and procedures to protect the anonymity of complainants and to protect whistleblowers from retaliation.
6. Investigations and Remediation: A system to respond to, investigate, and remediate conduct or activities that violate internal compliance policies or applicable laws and regulations.
7. Disciplinary Guidelines and Procedures: Policies and procedures outlining disciplinary processes and consequences for engaging in conduct in violation of the law or the compliance program.

III. COMPLIANCE OFFICER

The Company's Compliance Officer shall have day-to-day operational responsibility for the Compliance Program and shall have the authority and resources necessary to carry out his/her responsibilities. The Compliance Officer's primary responsibilities include:

- Designing, implementing, and administrating the compliance program;
- Reporting on a regular basis to the organization's governing body and executives;
- Developing written compliance policies and procedures;
- Assessing the effectiveness of the compliance program and revising the program periodically, as appropriate;
- Developing, coordinating, and participating in the educational and training program;
- Serving as a source of information for employees, management, agents, and the board;
- Assisting with internal compliance review and monitoring activities;
- Independently investigating and acting on compliance-related matters; and
- Assessing risk areas and working with management to prioritize risk and develop mitigation plans.

In discharging these duties and responsibilities, the Compliance Officer shall have full authority to access and review all documents and other information relevant to compliance activities.

IV. STANDARDS, POLICIES, AND PROCEDURES

The Company shall establish written compliance standards, policies, and procedures to prevent and detect conduct that violates the Company's obligation to comply with applicable laws and regulations or its commitment to conduct business in an honest and ethical manner. These written policies and procedures shall be distributed to or otherwise made available to Company employees.

A. Code of Conduct

The Company shall develop and adopt a Code of Conduct. The Code of Conduct reflects the Company's expectation that all employees act in an ethical manner and abide by all applicable laws and regulations. The Code of Conduct provides guidance for appropriate conduct and describes how employees can seek answers to questions or report concerns they have about the conduct of the Company or other employees. All employees are required to acknowledge that they have read and understand the Conduct of Conduct and will abide by it.

B. Lifeline and ACP—Compliance Manual, Policies, and Procedures

As a participant in the FCC's Lifeline Program and ACP, the Company and its employees must comply with applicable FCC rules, regulations, and guidance. The Company shall develop a Compliance Manual explaining the FCC's Lifeline and ACP rules and the Company's policies and procedures that employees and agents must follow to help ensure the Company's compliance with the Lifeline and ACP rules. In addition, the Company shall adopt the following written Lifeline and ACP policies and procedures:

<u>Lifeline</u>	<u>ACP</u>
Customer Eligibility Policy	ACP Wind-Down Policy
Eligibility Verification Policy	Sales & Marketing Policy
Duplicative Support Policy	Customer Registration & Verification Policy
Sales & Marketing Policy	Provision of Service Policy
Reimbursement & Charges Policy	Termination of Service Policy
Annual Certification Policy	Annual Subscriber Recertification Policy
Annual Report Policy	Subscriber De-Enrollment Policy
Low Income Program Audits Policy	Reimbursement for Service & Devices Policy
Emergency Communications Support Policy	Annual Reporting & Certification Policy
Recordkeeping Policy	Recordkeeping Policy

The Compliance Manual and above-referenced policies and procedures are appended hereto as Attachments ____ and ____, respectively. The Company shall distribute and otherwise make available to all employees and agents the Compliance Manual. The Company shall periodically, but not less than annually, review and revise the Compliance Manual and Lifeline and ACP policies and procedures as necessary to ensure that the information contained therein remains current and accurate.

V. EDUCATION AND TRAINING

All employees and agents shall be required to complete compliance training on an annual basis. Employees and agents shall complete the compliance training within thirty (30) days of hire. The compliance training shall include information on the Company's code of conduct, Lifeline and ACP rules and the Company's operating procedures (including a compliance checklist) to comply with those rules, the Company's obligation to report to the FCC material noncompliance with the Lifeline and ACP rules or the terms of the Company's Consent Decree with the FCC, an employee's and agent's obligation to report suspected noncompliance to the Compliance Officer, and the mechanisms and processes by which employees and agents may report noncompliance with applicable laws, regulations, or the Compliance Program. Upon completion of the compliance training, employees and agents shall sign a Certification of Completion attesting that they completed the training.

The Company shall periodically, but not less than annually, review and revise the compliance training as necessary to ensure that it remains current and complete, and to enhance its effectiveness. The Company shall retain a copy of all versions of its compliance training and employee/agent certifications of completion.

VI. REVIEW AND MONITORING

The Compliance Officer shall conduct ongoing review and monitoring of the Company's Compliance Program and compliance processes. This will include but is not limited to monitoring changes in applicable laws and regulations, updating and revising policies, monitoring the activities of Company employees and agents, evaluating the effectiveness of compliance controls, and ensuring all required documentation has been retained. The Compliance Officer's review and monitoring activities may include interviews with employees and agents and the review of written materials and documentation. The Compliance Officer shall also periodically perform in collaboration with management an assessment of the Company's key compliance risks, including but limited to laws and regulations governing the Lifeline Program and ACP, in order to develop mitigation measures, identify modifications to the Compliance Program, and adopt new and revised policies and procedures.

VII. INTERNAL REPORTING SYSTEMS

The Compliance Office shall establish a whistleblower and non-retaliation policy and an internal reporting system, i.e., "Ethics Hotline." A culture of compliance that fosters an open-door policy and encourages individuals to report compliance issues and other concerns and/or suggestions for improvement without fear of retaliation is essential to maintaining an effective compliance program. Open communication enables the Company to learn about issues that may

arise, generating faster responses and quicker fixes. Additionally, open communications allow the Company to address small problems before they become big ones. The confidentiality of information of information shared with the Compliance Officer shall be maintained consistent with the Compliance Officer's legal obligations. Any potential problem or questionable practice which is, or is reasonably likely to be, in violation of or inconsistent with this Compliance Program or the Company's regulatory requirements must be reported to the Compliance Officer.

Under the Company's Whistleblower Policy, any person who in good faith has reason to believe that a potential problem or questionable practice is or may be in existence should report the circumstance to the Compliance Officer. Such reports may be made verbally or in writing and may be made on an anonymous basis. Reports may be made through the following channels:

Air Voice Ethics Hotline:

Email: compliance@hthcomm.com
Tel: (713) 534-1950

Compliance Officer:

Name: Jane Nguyen
Email: jane@hthcomm.com
Tel: (713) 534-1950 Ext. 222

Federal Communications Commission Whistleblower Hotline:

Mail: Office of Inspector General
Federal Communications Commission
45 L Street N.E.
Washington, D.C. 20554

Tel: (888) 863-2244
(202) 418-0473

Fax: (202) 418-2811

Email: hotline@fcc.gov

Universal Service Administrative Company (USAC) Whistleblower Hotline:

Mail: Universal Service Administrative Co.
Attn: Fraud Risk Group
700 12th Street, N.W., Suite 900
Washington, D.C. 20005

Tel: (888) 203-8100

Email: hotline@usac.org

The Compliance Officer shall promptly document, track, and investigate reported matters. The tracking documentation shall include how the reported matter was handled, by whom, and when. The Compliance Officer's investigation shall be conducted in a discrete, confidential, and objective manner. A full investigation may not be possible if a report made anonymously is vague or general. As appropriate, the Compliance Officer may engage legal counsel or other advisors to assist in the investigation.

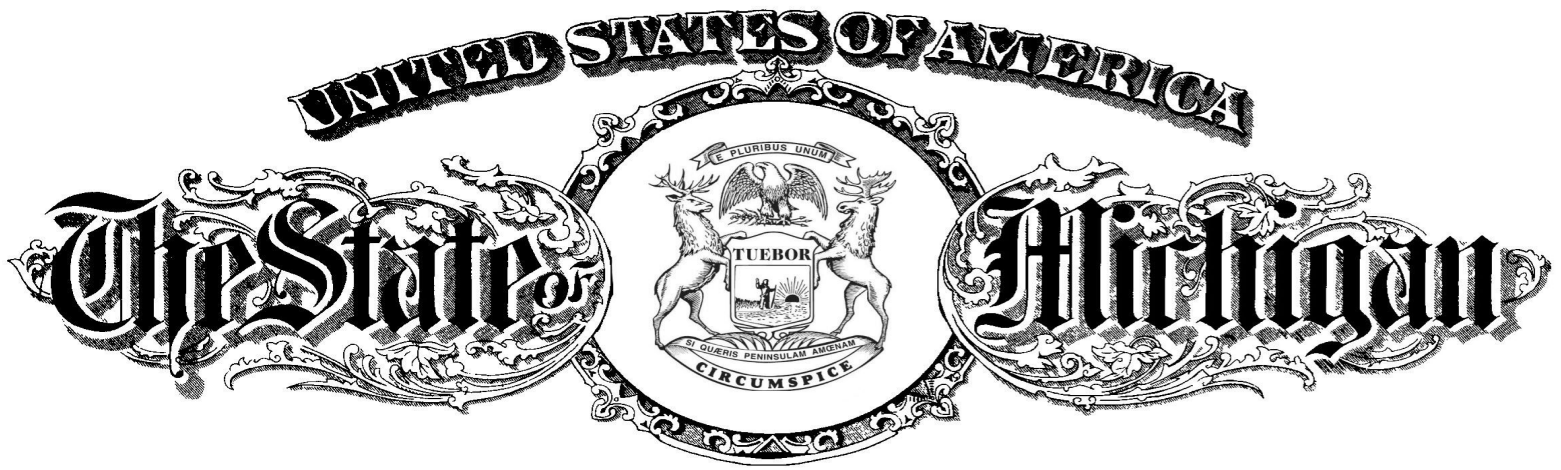
VIII. INVESTIGATIONS AND REMEDIATION

Violations of the Company's Compliance Program, failure to comply with applicable laws and regulations, and other types of misconduct threaten the Company's reputation and expose the Company and employees to civil, criminal, and administrative liability. When the Compliance Officer identifies or an employee reports a compliance issue, the Compliance Officer, in consultation with legal counsel in appropriate circumstances, shall promptly initiate an investigation to determine the seriousness of the misconduct or wrongdoing. The Compliance Officer shall maintain thorough documentation of the investigation, which shall include a description of the potential misconduct and how it was reported; a description of the investigative process; a list of relevant documents reviewed; list of employees interviewed; employee interview notes; results of the investigation; and the remediation and corrective actions implemented, including changes to policies and procedures and disciplinary actions. In addition, the Compliance Officer shall take appropriate steps to secure or prevent the destruction of documents or other information relevant to the investigation.

IX. DISCIPLINARY GUIDELINES AND PROCEDURES

Employees who engage in unlawful conduct, fail to take reasonable steps to prevent or detect unlawful conduct, or act in a manner that is inconsistent with the Company's Code of Conduct, policies and procedures, or Compliance Program shall be held accountable. The disciplinary process for acts of noncompliance shall be administered according to the Disciplinary Policies set forth in the Code of Conduct, which include, among other things, oral or written warnings, probation, suspension without pay, or immediate discharge. In each situation, a variety of factors, including but not limited to, the seriousness of the situation, the employee's past conduct and length of service, and the nature of the employee's previous performance or incidents will be considered. The Compliance Officer shall be consulted and may consult legal counsel in determining the seriousness of any violation.

Attachment 3-29
Certificate of Good Standing



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

AIR VOICE WIRELESS, LLC

a(n) Texas FOREIGN LIMITED LIABILITY COMPANY.

was validly authorized on December 20 , 2023, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 25050103408

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 5th day of May , 2025.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Attachment 3-31
Key Staff

Emily Shelton

Experienced Sales Marketing Manager with a demonstrated history of working in the wireless industry. Professionally skilled in event planning, sales, business development, marketing strategy, and sales management.

HTH Communications, LLC and AirVoice Wireless, LLC

Marketing and Sales Manager

Dates Employed Jul 2015 – Present

Employment Duration 9 yrs 10 mos

Location Houston, Texas Area

Chappell Jordan Clock Galleries

Sales Consultant

Dates Employed Nov 2014 – Jul 2015

Employment Duration 9 mos

Location Houston, Texas Area

Luminess Air

Lead Internet Marketing Associate

Dates Employed Jan 2011 – Apr 2013

Employment Duration 2 yrs 4 mos

Location Houston, Texas Area

Customer Focused Systems

Marketing Specialist

Dates Employed Jul 2009 – Dec 2010

Employment Duration 1 yr 6 mos

Location Houston, Texas

St. Edward's University

Degree Name BA

Henry Do

After entering the professional work market as an accountant and financial analyst, Henry became a business starter and entrepreneur gaining experience with all facets of financial management, including financial budgeting and forecasting, strategic financial planning, general accounting, cost accounting, business support, performance reporting, financial analysis and reporting, consolidations, cash management and banks relations. Henry's strong quantitative, analytical, problem-solving skills and multi-tasking skills, have been used to build a group of companies deeply integrated into telecom/ the mobile wireless service ecosystem from the carrier level to the consumer. HTH's success has fueled the acquisition and founding of multiple complementary affiliate companies, some of them being listed below.

Founder/CEO

HTH Communications, LLC and AirVoice Wireless, LLC

Dates Employed Jul 2008 – Present

Employment Duration 13 yrs 5 mos

Location Houston, Texas Area

HTH is the vital link to the secondary marketplace. To national carriers, HTH is a trusted vendor delivering the most value for their EOL, returned or excess handset inventory. For regional carriers or MVNO's, HTH is the leading provider of high-quality refurbished devices, logistics and engineering services.

HTH attributes fourteen consecutive years of growth to staying true to these principles:

Quality and Efficiency. HTH has an efficient workforce that boasts of employee longevity. We procure quality products focusing on top-level access and high volumes. We have an in-house software development team that allows us to quickly and cost-effectively modify product for the secondary market. We have a smart and empowered salesforce that become trusted partners to their customers.

Whether its building an IT infrastructure that optimizes workflow and reinforces accountability, or maintaining the world-class portfolio of quality designations including R2, ISO 9001, ISO 14001 and ISO 18001, HTH is committed to operational excellence.

Quality and Efficiency. The HTH beacon.

Owner/CEO

AirVoice Wireless

Dates Employed Dec. 2021 – Present

Employment Duration 3 yrs and 4 mos

Location Houston, Texas, United States

AirVoice Wireless is one of the nation's leading providers of wireless Lifeline services to those in need in states across the U.S. AirVoice's subscribers will receive a FREE 4G/5G LTE smartphone along with FREE monthly cell phone service to help them stay connected with family, school services, doctors, and employers. Cell phone service includes nationwide coverage on one of America's largest 5G networks. Our customers enjoy their free phone and free service at absolutely no cost to them. We also offer affordable prepaid wireless cell phone service.

OCTAVIA CLANTON

Meadows Place, TX 77477 | (815)847-9700 | Oaclanton@hthcomm.com

QUALIFICATIONS SUMMARY

- Ten years of experience as an Administrative Assistant
- Three years of Social Service experience
- Six years of Paralegal experience
- Certified Notary
- Exceptional customer service skills, collaborating with stakeholders at all levels
- Excellent verbal, written, and organizational skills
- Competent in American Sign Language

EXPERIENCE

Compliance Associate | HTH COMMUNICATIONS & AIW±OI/E WIRELESS | HOUSTON, TEXAS 01/2024-Present

- Responds to Law Enforcement subpoenas
- Investigate FCC Complaints to understand the root issue
- Coordinate FCC Compliance audits, including LOI, BCAP, PQA, ensuring accuracy and timeliness of responses
- Review contracts, as needed
- Coordinate with outside counsel on corporate legal matters, as needed
- Oversees regulatory processes, including record-keeping, scheduling, and filings, ensuring accuracy and timeliness expectations are met
- Oversees outside counsel on matters related to ETC compliance filings and monitoring their results

FAMILY LAW PARALEGAL (Contract) | JONES LEGAL | HOUSTON, TEXAS
08/2021-05/2023

- Served and answered Discoveries
- Created pleadings and orders
- Drafted correspondence
- Drafted inventory and appraisements
- Filed documents with the court
- Prepared trial exhibits

LITIGATION PARALEGAL | BANNWART & ASSOCIATES | HOUSTON, TEXAS
09/2019-04/2021

- Maintained litigation calendar- including discovery deadline, hearings, and appointments
- Drafted requests and responses to discovery, motions, pleadings, demands, and correspondence
- Collected and organized medical and billing records with Affidavits
- E-filed state and federal pleadings and motions
- Notarized all legal documents

OCTAVIA CLANTON

EXPERIENCE(CONTINUED)

PARALEGAL/CASE MANAGER | RB BORMASTER & ASSOCIATES| HOUSTON, TEXAS
09/2018-09/2019

- Managed personal injury cases
- Ordered and collected Medical Records and Bills
- Monitored client's medical treatment
- Managed ChartSwap account
- Prepared Affidavits
- Prepared intake for new clients

PARALEGAL (Contract) | EPIQ GLOBAL SOLUTIONS| HOUSTON, TEXAS
03/2018-07/2018

- Assisted company attorneys in preparing and organizing important corporate documents
- Prepared documents uploading to Excel spreadsheets
- Assisted with legal corporate matters as assigned
- Prepared responses to written discovery and documents

PARALEGAL EXTERN | WINNEBAGO COUNTY PUBLIC DEFENDER'S OFFICE | ROCKFORD, ILLINOIS
02/2017-01/2018

- Drafted and prepared legal/non-legal documents
- Worked on open cases
- Investigated cases
- Performed phone interviews and interviewed inmates
- Heavy Billing, Researching, and E-filing

SOCIAL SERVICE MANAGER | ROSEWOOD CARE CENTER
06/2015 – 01/2018

- Maintained and improved resident's ability to control everyday physical needs and mental/psychosocial needs
- Identified individual social and emotional needs
- Developed and maintained implementation of psychosocial history and assessment, advance directives, ethics/end-of-life planning, social service intervention, and discharge planning
- Interdisciplinary team participant in care planning, Admissions, and verifying HMO insurance

ADMINISTRATIVE ASSISTANT | SISTER'S HOME HEALTH AGENCY
04/2013 – 06/2015

- Answered and directed telephone calls using a multi-line phone system
- Greeted visitors and managed the reception area
- Maintained staff calendars and schedules
- Processed and managed both incoming and outgoing mail
- Completed data entry and filing for multiple programs

TECHNOLOGY SKILLS

- Microsoft Office (Word, Excel, PowerPoint, Teams)
- Zoom Meetings
- Westlaw
- Lexis/Nexis
- Relativity
- Pacer
- Dropbox

EDUCATION

- BACHELOR OF SCIENCE IN CRIMINAL JUSTICE | UNIVERSITY OF TENNESSEE AT CHATTANOOGA | MAY 2011
- PARALEGAL DIPLOMA | ROCKFORD CAREER COLLEGE | MARCH 2017

Hugo Vo

IT Professional with 3 years of experience, and a proven knowledge of hardware engineering, configuration and troubleshooting. Proven ability to develop and implement IT solutions that support business needs.

HTH Communications, LLC and AirVoice Wireless, LLC

IT & Development Manager May 2021 – Present

IT Support Jan 2019 – May 2021

Phone Technician / Helpdesk Jul 2018 – Jan 2019

Employment Duration 4 yrs

Location Houston, Texas, U.S

Creative Bay

Web Developer May 2012 – Dec 2013

Employment Duration 1 yr 8 mos

Location Vietnam

UNIVERSITY OF GREENWICH

Degree Name Bachelor of Science (B.S.)

Attachment 3-32
Financial Reports
[CONFIDENTIAL]

Attachment 3-48
Federal & Massachusetts Tax Return
[CONFIDENTIAL]