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August 23, 2011

VIA E-FILING AND HAND DELIVERY

Catrice Williams, Secretary
Department of Telecommunications and Cable
1000 Washington Street, Suite 820
Boston, MA 02118-6500

Re: DTC Docket No. 11-1 – Petition of YourTel America, Inc. for Designation
as an Eligible Telecommunications Provider

Dear Ms. Williams:

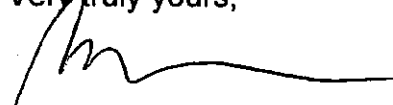
Enclosed for filing in the above-referenced matter please find an original and
three copies of the following:

- (1) Post-Hearing Brief of YourTel America, Inc.;
- (2) Responses to Record Requests, Nos. 1 through 13;
- (3) Motion of YourTel America, Inc. for Confidential Treatment of Record
Request Responses (including Verification with pdf signature);
- (4) Supplemental Response to Information Request 2-22; and
- (5) Certificate of Service.

Please note that the confidential portions of the Responses to Record Requests
3 and 13 will be submitted under separate cover without service to the Service List.

Please contact the undersigned if you have any questions.

Very truly yours,



Robert J. Munnely, Jr.

Enclosures

cc: Betsy Whittey, Hearing Officer
Service List (by mail and e-mail)

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

IN RE:

PETITION OF YOURTEL AMERICA, INC.	)	D.T.C. Case No. 11-1
FOR DESIGNATION AS AN ELIGIBLE)	
TELECOMMUNICATIONS PROVIDER)	

POST-HEARING BRIEF OF YOURTEL AMERICA, INC.

Introduction

Pursuant to 47 U.S.C. § 214(e) and 47 CFR §§ 54.101 through 54.207, YourTel America, Inc. (“YourTel” or “Company”) submits this Brief to the Department of Telecommunications and Cable (the “Department”) in support of its February 9, 2011 Petition for Designation as an Eligible Telecommunications Carrier (“ETC”) for purposes of receiving funding from the federal Universal Service Fund (“USF”). See Exh. 1 (Petition).¹ For the reasons discussed in the Petition, information and record request responses and the August 9, 2011 hearing testimony of Mr. Dale Schmick,² YourTel requests that this ETC designation be granted only on a wireless basis and only for participation in low income federal USF programs. Exh. 1, p. 3; see Tr. 3, 11. The revised exchanges for which YourTel requests ETC status are further modified as discussed herein and in the Response to Record Request 4, filed herewith. YourTel also requests that the Department approve YourTel’s eligibility for the Link-Up subsidy, which will reduce its customary activation charge by 50% to eligible consumers.

In further support of its Petition, YourTel relies on the following.

¹ YourTel expressly incorporates the Petition by reference into this Brief.

² Mr. Schmick’s hearing testimony is in the Transcript of the August 9, 2011 hearing (hereinafter “Tr.”). No members of the public testified at the August 9 hearing. Tr. 4.

Background

YourTel is a well-established, successful telecommunications company that has operated for 16 years and is profitable, including during every month thus far of 2011. Tr. 7, 13-14; see also Response to Record Request 3 and attached YT-RR-3-CONF (current financial information as of year end 2010 and 1Q 2011). YourTel has an established track record as an ETC, receiving its first ETC designation in 2003. Exh. 1, p. 3. YourTel is now a wireline ETC in Oklahoma, Missouri, Illinois and Kansas, and a wireless ETC in Oklahoma, Kansas, Missouri, Illinois, Washington and Rhode Island. Exh. YT IR 1-4; Tr. 12-13. YourTel has pending wireless ETC petitions in New Jersey, Georgia, Michigan, and Oregon, in addition to the instant application. Id.³ In addition to YourTel's ETC experience, YourTel's commonly owned affiliate, TerraCom, is certified or has applications pending in numerous other states across the United States. Exh. YT IR 1-4; Tr. 13. No YourTel ETC request has ever been denied, nor has YourTel withdrawn an ETC petition prior to a utility commission ruling. Tr. 13. The Company has never requested participation in high cost services and does not plan to do so in the future. Tr. 33-34.

YourTel has a proven record as a leader in offering USF-supported and unsupported wireless services to low income customers. Tr. 7-8. The Commonwealth presents a substantial opportunity as the majority of its eligible customers are not currently enrolled with a USF-supported carrier. Tr. 8-10 (discussing approximate 30% utilization rate out of 800,000 eligible households). Over time, YourTel anticipates serving 10-15 % of the presently unserved eligible market, or approximately 60-90,000

³ YourTel received its Oklahoma certification since the hearing. It has a filing in Pennsylvania.

customers. Tr. 18. YourTel looks forward to introducing customer beneficial competition into the Massachusetts market for low income consumers. Tr. 10, 18-19 (observing that “[w]e’re the stir-it-up guys” in the ETC-low income market segment). To do so, YourTel requests that its ETC application be approved in all material respects.

Argument

I. YOURTEL MEETS THE REQUIREMENTS FOR ETC DESIGNATION

The requirements for ETC status are established in federal law at 47 U.S.C. § 214(e) and, in detail, at 47 CFR §§ 54.101-207. YourTel plainly meets all of the requirements for the reasons stated in detail in its Petition and amplified in discovery responses, hearing testimony and responses to record requests.⁴ This showing includes the Lifeline program requirements as discussed in the Petition, Exh. 1, pp. 12-13 and Link-Up program requirements at *id.*, pp. 13-14. YourTel will not restate the detailed arguments in its Petition for each statutory element in this Brief. YourTel relies on the Petition and any information and record requests responses specifically targeted to ETC elements in the Petition.

II. THE PUBLIC INTEREST FAVORS YOURTEL’S APPLICATION

The record in this proceeding overwhelmingly demonstrates that YourTel’s request for ETC status comports with the public interest, a requirement where more than one carrier is seeking ETC status in a particular state. 47 CFR § 54.201(c). Mr. Schmick devoted most of his opening statement and responses to questions from the Bench on the critical issue of the public interest standard, which is also addressed in

⁴ For example, the response to Record Request 1 establishes that YourTel is properly authorized to do business in Massachusetts; Tr. 21-22 covers carrier of last report obligations; and use of owned and leased facilities is addressed in the Petition and at Tr. 23. These and other requirements are evident on the face of the record of this proceeding.

the Petition (especially at Exh. 1, pp. 6-12 and 14-18) but merits particular attention.

YourTel's entry into the Massachusetts low income market fully comports with the public interest with respect to qualified USF-subsidized and non-subsidized customers and the broader interests of the Commonwealth. The fundamental fact is that only approximately 30% of the Massachusetts-eligible customers have obtained USF support. Tr. 8-10. The current providers alone are not meeting the need for subsidized basic phone service. This leaves a significant opportunity for an experienced competitor, such as YourTel, which is a national leader in securing long term customer arrangements in the low income market segment with flexible, portable, any distance basic service options. Tr. 7-10, 16, 30. YourTel's entry would increase the number of qualified low income consumers on USF-subsidized service and also introduce a formidable competitor whose entry, over time, likely will trigger customer-beneficial competitive responses from existing ETCs and other carriers serving low income customers. Mr. Schmick noted that YourTel employs a different marketing strategy from its wireless competitor, TracFone, which should allow different groups of low income customers to access USF-supported services. Tr. 9, 17-18 (comparing YourTel's community-based marketing approach to TracFone's reliance on marketing through partnerships with large retailers). As stated by Mr. Schmick (Tr. 10), "[w]e will find the consumers that others leave behind, not only through our variety of distribution methods, which help us address the different parts of that melting pot, but also our experience and our knowledge on how to address and communicate and work with low-income consumers."

YourTel's entry should directly benefit low income consumers in Massachusetts. YourTel has a consumer-friendly cost structure for "top-up" phone offerings when a customer has enough funds on hand to move beyond subsidized basic phone services. YourTel maintains much lower top-up rates than its competitors. Tr. 64 (stating that YourTel per-minute rates are 5-8 cents whereas competitors are 10-20 cents). This means that in good times a consumer can access robust additional calling options while maintaining the ability to drop back to basic service in bad times. See Tr. 8 (Mr. Schmick testimony stating "[o]ur customers want what everyone else wants, but they only want it when they can afford it. YourTel knows how to deliver that to our customers and we know how to serve them in the ways they need to be served"). Furthermore, by offering a wireless product, YourTel offers its customers the benefit of mobility, which is particularly valued by low income consumers who are transient, have complex family structures or are in the process of seeking employment opportunities. Tr. 15-16.

YourTel's entry also would benefit the Massachusetts economy and, thus, the public interest. YourTel plans to market its services through at least two dedicated retail outlets and through partnerships with an additional 20-plus authorized retail locations. Tr. 34-36. The associated investment in the Commonwealth would result in at least 4-5 full time jobs, in addition to substantial additional opportunities for part-time sales and support personnel. Id.

III. SPECIFIC ISSUES REGARDING THE APPLICATION

Even though most issues regarding YourTel's ETC request are responded to clearly on the face of the Petition, in responses to information and record requests and in Mr. Schmick's hearing testimony, several discrete issues merit separate discussion.

A. Scope of Certification

YourTel originally applied to be certified in all Massachusetts exchanges served by Verizon New England, Inc. (“Verizon”). It then amended its request on July 25, 2011 to cover all exchanges except for Monroe Bridge, which did not have sufficient wireless coverage in the town for YourTel to offer services at acceptable service quality. At the August 9 hearing, the Department inquired as to the extent of coverage by YourTel’s underlying carriers in certain towns that the Department had identified as potentially lacking in wireless coverage. Tr. 27-29. YourTel has again checked coverage and used the Department’s 2010 Competition Report as a reference which has given YourTel a clearer picture of the exchanges (note an exchange is different than a town; an exchange may serve multiple towns or a town may have multiple exchanges – i.e., the exchange of Charlemont serves the town of Hawley) serving those towns in its Response to Record Request 4. As stated in that Response, out of an abundance of caution, YourTel proposes to remove the following exchanges (not towns) from its requested service area: (1) Ashfield; (2) Charlemont; (3) Chester; (4) Colrain; (5) Conway; (6) Cummington; (7) Huntington; and (8) Worthington.⁵

YourTel would prefer strongly to maintain the approach taken in the Petition. It wants to serve as many Massachusetts exchanges as possible, but can only do so to the extent there are wireless facilities available to meet its service obligations and industry standard wireless coverage. YourTel would prefer to avoid being certified in exchanges where, due to network coverage issues, it cannot offer a quality wireless product. YourTel can maintain this ETC certification as stated in Exh. 2, as amended herein, and seek a subsequent amendment at such time as expansions in coverage

⁵ YourTel will amend its prior list (Exh. 2) if requested by the Department.

permits them to serve additional exchanges. YourTel has good relationships with its underlying carriers and, generally, would be advised promptly of service expansion initiatives. Tr. 40-41.

Alternatively, YourTel would accept being certified in all Verizon territories in the Commonwealth. It will agree to do so only subject to the express understanding, stated in the Final Order, that YourTel will have discretion to decline to serve consumers in areas in which network coverage is unavailable or in the alternative be certificated in “all areas where it has coverage.”

B. YourTel’s Link-Up Charge Should Remain in Place

As described in the Petition and Mr. Schmick’s hearing testimony, YourTel’s successful business model is based on a standard \$60 activation fee, discounted to \$30 using the Link-Up program, subsidized basic service offerings through the Lifeline program, and low “top-up” rates once low income consumers earn sufficient funds to enhance their calling options. As described by Mr. Schmick, the activation fee defrays the many costs incurred by the Company in acquiring and connecting customers. Tr. 87-88. It is a longstanding fee that has been part of YourTel’s rate structure for many years and also has been charged by other wireless carriers. Tr. 89.⁶ Contrary to an earlier data response (corrected in the response to Record Request 11), the fee is unified across YourTel’s territories. Tr. 94 (stating the activation fee is uniform except for Indian tribal lands). YourTel makes the fee as customer friendly as possible by deferring it interest free for up to a year. Tr. 84-85. The fee will be clearly and

⁶ For example, the West Virginia Public Service commission recently approved a \$30 activation fee for Telrite Corporation in granting ETC status. See <http://www.psc.state.wv.us/scripts/WebDocket/ViewDocument.cfm?CaseActivityID=310374&NotType='WebDocket'>

conspicuously disclosed to potential customers. Tr. 86. Given the foregoing, YourTel requests that the Department approve its business model in all material respects.

It is, of course, true that other Massachusetts carriers have elected to employ different business models for their wireless service offerings, with Verizon Wireless charging a \$35 activation fee for its prepaid offerings and, upon information and belief, other Massachusetts carriers not opting for an activation charge. See Response to Record Request 12. Some, no doubt, have elected to recover the opportunity for activation charge revenues through other means, such as higher top-up rates in excess of those charged by YourTel. Others may have determined that they do not keep customers sufficiently long enough to recover any deferred portion of the \$60 fee. Tr. 90.

Here, YourTel is focused on a long-term, sustainable customer arrangement that benefits each party over time. Tr. 14-15. The customer and the USF make a small investment in covering YourTel's up front costs, and YourTel maintains low rates to achieve sustainable service for its customers. The Department should not undermine YourTel's nationally successful business model by disallowing an important revenue source that contributes to its success and facilitates this sustainable service by its low income customers. While YourTel is willing to proceed with a Massachusetts entry even if the Department disallows an activation fee, its entry would be significantly more limited than if the activation fee were maintained. Tr. 99-100.

C. Service Standards

Federal law requires that YourTel comply with applicable consumer protection and service quality standards. YourTel is committed to complying with the Cellular

Telecommunications and Internet Association's Consumer Code and agrees to voluntarily furnish to the Department on an annual basis its consumer complaints per 1,000 lines, in a format consistent with the FCC's USF Order. Petition, p. 14.⁷

YourTel is well aware that the Department's regulatory scheme is under review, with pending investigations regarding possible changes to the Voice Rules, and a separate Docket 10-3 investigation into possible changes to the ETC certification process. YourTel acknowledges that its grant of ETC status is potentially subject to the Voice Rules and ETC procedures to the extent they apply to YourTel and similarly-situated carriers on a going forward basis. See Tr. 56-57 (answering regarding potential changes to Voice Rules).

D. Certification of Access to E911 Services at Each PSAP

During the hearing, the Department asked whether YourTel would be willing to certify to the Department that it provides its customers with access to E911 services at each Public Safety Answering Point ("PSAP") in its service territory. Tr. 54. Mr. Schmick gave a detailed response in which he made clear the burdensome nature of PSAP certification that has never been required of YourTel in other jurisdictions, and also highlighted the unusual background of the original PSAP certification request, which was requested because of serious questions concerning the first wireless ETC's compliance with E911 requirements. Tr. 55-56. YourTel relies on underlying carriers who have their own "firmly established" PSAP connections. Id. Accordingly, YourTel does not have E911 problems that would merit such a requirement.

The record does not support the imposition of this requirement on YourTel as a

⁷ YourTel presently is not subject to the Department's billing and termination policies for residential customers ("Voice Rules").

condition for ETC certification. To the extent the Department determines it requires at least some form of confirmation regarding E911 compliance, it is recommended that a less burdensome alternative be considered. For instance, Mr. Schmick advised that YourTel would be willing to self-certify E911 compliance if necessary as part of a practice applicable to all ETCs or all wireless ETCs. Tr. 56-57.

IV. THE DEPARTMENT SHOULD LIMIT YOURTEL REPORTING REQUIREMENTS TO THOSE IMPOSED ON OTHER ETCs

Many of the Department's questions in discovery and at hearing were focused on determining whether YourTel would agree to provide the Department with various forms of reported data on a periodic basis. YourTel's consistent answer was to agree to reporting requests so long as they were applied to all similarly situated ETCs. Notwithstanding YourTel's willingness to comply, the Department should consider limiting the number and extent of reports required of YourTel to only the most important data, and reserve the remainder for consideration in the DTC 10-3 docket. DTC 10-3 is a generic docket tasked with examining the ETC process in the Commonwealth, and is the ideal forum for determining the reporting requirements that should be universally applied to ETCs in general or wireless ETCs in particular. This would allow all potentially affected parties to comment fully on proposed reporting requirements, and allow the Department to finalize requirements based on that input.

Conclusion

For the reasons discussed in the Petition, hearing testimony, information and record responses and herein, the Department should grant YourTel's request for a wireless ETC designation for access to low income USF programs within virtually all of Verizon's service territory. The Department should certify YourTel to collect Lifeline and Link-Up charges as proposed in the Petition. YourTel looks forward to offering customer-beneficial competition to low income customers within the Commonwealth and furthering the public interest.

YOURTEL AMERICA, INC.



Robert J. Munnelly, Jr.
Murtha Cullina LLP
99 High Street – 20th Floor
Boston, MA 02110
Telephone: (617) 457-4062
Fax: (617) 210-7062
rmunnelly@murthalaw.com

Date: August 23, 2011

IN RE:
PETITION OF YOURTEL AMERICA, INC.
FOR DESIGNATION AS AN ELIGIBLE
TELECOMMUNICATIONS PROVIDER

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DTC Case No. 11-1

Record Request 1: Please provide a copy of YourTel's authorization to do business in Massachusetts.

Response: See attachment YT-RR-1 to this response.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 2: Please provide a copy of the Washington State Utility Commission Order approving YourTel's ETC status in that state.

Response: See attachment YT-RR-2 to this response.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 3: Please provide a copy of financial statements provided by YourTel to the Washington State Utility Commission in connection with its review of YourTel's ETC status in that state.

Response: During the data request process in Washington State, YourTel was asked to provide financial information through December 2010 and First Quarter 2011. Attached as YT-RR-3-CONF are the confidential updated financials provided in connection with the Washington State application, specifically, (1) Consolidated Income Statement (for year ending December 31, 2010), (2) Consolidated Balance Sheet (as of December 31, 2010), (3) Income Statement (January – March 2011), and (4) Balance Sheet (March 31, 2011). YourTel requests confidential treatment of attachment YT-RR-3, for the reasons described in the accompanying Motion for Confidential Treatment.

Person Responsible for Answer: Dale Schmick

IN RE:)	
PETITION OF YOURTEL AMERICA, INC.)	
FOR DESIGNATION AS AN ELIGIBLE	)	DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)	

Record Request 4: Please (1) explain how YourTel developed the updated rate center list submitted with the July 25, 2011 amendment to the Petition (Exhibit 2); (2) recreate the list using municipalities rather than rate centers; and (3) provide CLLI codes for each rate center on Exh. 2.

Response: (1) YourTel obtained the rate center list online from a local Calling Guide website (localcallingguide.com) and confirmed that YourTel's underlying carrier (Sprint) reported coverage necessary to substantially serve each rate enter.

(2) YourTel believes its customary approach to defining its service area may not have been clear. YourTel bases its applications on exchanges, whereas the 2010 Competition Report is based on municipalities. As an example, Hawley, a town, is served by the Charlemont exchange. A wire center can serve more than one municipality and a municipality may have more than one wire center. Requesting areas by the exchange/wire center of the incumbent is industry is a common practice for the submission of ETC applications and therefore the standard YourTel has used. The list of exchanges included with this response indicates those to which YourTel can provide service.

(3) See attached revised list of CLII codes for each rate center in Attachment YT-RR-4. Based on the data at the time of application and at the time of our revision removing Monroe Bridge, YourTel believed its coverage to be available in the exchanges it submitted and revised. However, given the exception report developed by the Department, YourTel was able to perform a more meticulous review and, out of an abundance of caution, feels it prudent to remove the following exchanges (not towns) from its requested service area:

ASHFIELD
 CHARLEMONT
 CHESTER
 COLRAIN
 CONWAY
 CUMMINGTON
 HUNTINGTON
 WORTHINGTON

Please note that YourTel is prepared to amend its Amended list of exchanges (Exh. 2) to remove the exchanges listed herein if requested by the Department.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 5: Review the additional towns identified by the Department, based on the 2010 competition report, as having wireless coverage issues (i.e., Hawley, Farley, Plainfield and Mount Washington) and confirm whether or not YourTel can actually serve them.

Response:

As discussed in the response to Record Request 4(2), wire centers and municipalities are not the same when defining a service area. The YourTel list in the response to Record Request 4 is of exchanges.

As discussed in the response to Record Request 4, YourTel's application, as revised in the response to Record Request 4, does not seek to be certified in the exchanges that serve the municipalities of Monroe, Hawley, Plainfield and Mount Washington, as well as certain other exchanges. Based on an abundance of caution and the new data, YourTel is concerned they cannot be fully served. With regard to Farley, the report shows ample coverage.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 6: Please provide an estimate of total Lifeline customers in the towns without YourTel service as determined in the response to Record Request 5 above.

Response: Based on the information available the following towns (that are in part served by Verizon Exchanges) that will not be served by YourTel have the following estimated Lifeline eligible customers.

Monroe	93
Hawley	336
Plainfield	589
Mount Washington	130
Cummington	65
Ashfield	132
Charlemont	144
Chester	76
Colrain	123
Conway	63
Huntington	126
Worthington	44

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 7: Please provide examples of Spanish language YourTel advertising.

Response: See attachment YT-RR-7 to this response.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 8: Please identify the consumer protection provisions applicable to ETCs in other states in which YourTel is certified.

Response: The list of consumer protection provisions in each state, to the best of YourTel's knowledge without undertaking additional research to identify any recent changes, is attached as attachment YT-RR-8 to this response.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 9: In reference to the Massachusetts Lifeline form submitted in response to DR 3-18, please correct the form to delete the incorrect reference to Washington State.

Response: See attachment YT-RR-9 to this response.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) **DTC Case No. 11-1**
TELECOMMUNICATIONS PROVIDER)

Record Request 10: Does YourTel collect a subsidy during the 30 day grace period?

Response: No.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 11: The response to DR 2-33 incorrectly states that the activation fee may vary from state to state. Either correct the error or confirm that the amended Terms and Conditions filed on July 25, 2011 included the correct text.

Response: The earlier filed Terms and Conditions contained incorrect text. A corrected Terms and Conditions document making this change and also referring to Massachusetts as a Commonwealth rather than as a State is attached as attachment YT-RR-11 to this response.

Person Responsible for Answer: Dale Schmick

IN RE:)	
PETITION OF YOURTEL AMERICA, INC.)	
FOR DESIGNATION AS AN ELIGIBLE	)	DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)	

Record Request 12: Please provide activation fee information on other prepaid wireless carriers operating in Massachusetts.

Response: YourTel has confirmed that Verizon Wireless charges a \$35 fee for its prepaid services and has confirmed that TracFone and Assurance Wireless do not charge an activation fee. While YourTel has not confirmed other use of activation fees in Massachusetts, such fees are commonly charged by prepaid wireless providers in other jurisdictions. See Post-Hearing Brief, p. 7 n. 6 (showing approved activation charge for Telrite in West Virginia).

YourTel also notes that a number of these carriers offer additional top-up plans that start at \$0.10 per minute and go as high as \$0.33 per minute while YourTel offers top-up plans for as little as 3.5 cents per minute and no more than 8 cents per minute and emphasizes to the DTC that the total cost of the service is more fairly comparative than just analyzing one element of the pricing structure of each provider. These other carriers have different fees structures and business models compared to YourTel, and that the activation fees charged by YourTel are important factors in helping it charge substantially lower top-up fees than its competitors.

Person Responsible for Answer: Dale Schmick

IN RE:)
PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE) DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)

Record Request 13: Please provide information on the activation fees charged to YourTel by its underlying carriers.

Response: Sprint, YourTel's principal underlying carrier, changes an activation fee that is set forth on attachment YT-RR-13-CONF to this response; the activation fee policy of YourTel's reserve underlying carrier, Verizon, also is set forth in YT-RR-13-CONF. This information is confidential, for the reasons stated in the Motion for Confidential Treatment, filed herewith.

YourTel would like to take this opportunity to direct the Commission's attention to our response provided to D.T.C. 3-12 that lists other direct costs incurred by YourTel to activate service to eligible low income consumers.

Person Responsible for Answer: Dale Schmick

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**F
FPC**

The Commonwealth of Massachusetts

William Francis Galvin
 Secretary of the Commonwealth
 One Ashburton Place, Boston, Massachusetts 02108-1512

Foreign Corporation
Certificate of Registration
 (General Laws, Chapter 156D, Section 15.03; 950 CMR 113.48)

- (1) Exact name of the corporation, including any words or abbreviations indicating incorporation:

YourTel America, Inc.

- (2) Name under which the corporation will transact business in the commonwealth that satisfies the requirements of G.L. Chapter 156D, Section 15.06:

If applicable, please attach:

- an agreement to refrain from use of the unavailable name in the commonwealth; and
- a copy of the doing business certificate filed in the city or town where it maintains its registered office; and
- a copy of the resolution of the corporation's board of directors, certified by its secretary, the name under which the corporation will transact business in the commonwealth pursuant to 950 CMR 113.50(4).

- (3) Jurisdiction of incorporation: Missouri

Date of incorporation: 10-4-95 Duration if not perpetual: _____
 (month, day, year)

- (4) Street address of principal office: 2800 East 18th Street, Kansas City, MO 64127
 (number, street, city or town, state, zip code)

- (5) Street address of registered office in the commonwealth: 155 Federal Street, Ste 700, Boston, Massachusetts 02110
 (number, street, city or town, state, zip code)

Name of registered agent in the commonwealth at the above address: C T Corporation System

1. C T Corporation System by: Katherine Lackey, Katherine Lackey, Asst. Sec.
 registered agent of the above corporation consent to my appointment as registered agent pursuant to G. L. Chapter 156D, Section 5.02.*

* Or attach registered agent's consent hereto.

(6) Fiscal year end: 12/31

(month, day)

(7) Brief description of the corporation's activities to be conducted in the commonwealth:

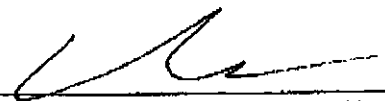
Telecommunications

(8) Names and business addresses of its current officers and directors:

	NAME	BUSINESS ADDRESS
President:	Richard Yurich	112 NW 132nd, Oklahoma City, OK 73114
Vice-president:	Dale Schmick	2800 East 18th Street, Kansas City, MO 64127
Treasurer:		
Secretary:		
Assistant secretary:		
Director(s):		

Attach certificate of legal existence or a certificate of good standing issued by an officer or agency properly authorized in the jurisdiction of organization. If the certificate is in a foreign language, a translation thereof under oath of the translator shall be attached.

This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than 90 days from the date of filing is specified: _____

Signed by:  _____
(signature of authorized individual)

- ☐ Dale Schmick
☐ Chairman of the board of directors,
☐ President,
☒ Other officer, Vice-President
☐ Court-appointed fiduciary,

on this 4th day of February, 2011

STATE OF MISSOURI



Robin Carnahan
Secretary of State

**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

I, ROBIN CARNAHAN, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

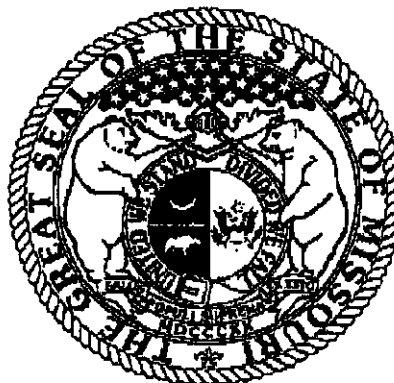
**YOURTEL AMERICA, INC.
00417098**

was created under the laws of this State on the 4th day of October, 1995, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 7th day of February, 2011

Robin Carnahan

Secretary of State

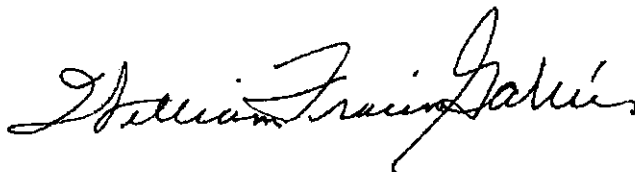


THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are

deemed to have been filed with me on:

February 10, 2011 03:43 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive, flowing style with a large initial 'W' and 'G'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**BEFORE THE WASHINGTON STATE
UTILITIES AND TRANSPORTATION COMMISSION**

In the Matter of the Petition of	)	DOCKET UT-110423
)	
YOURTEL AMERICA, INC.,	)	ORDER 01
)	
	)	ORDER GRANTING THE
	)	EXEMPTION FROM PROVISIONS
For an Exemption from WAC 480-123-	)	OF WAC 480-123-030(1)(d), (f) and
030(1)(d), (f) and (g), and Designation as	)	(g), AND DESIGNATION AS AN
an Eligible Telecommunications Carrier	)	ELIGIBLE
	)	TELECOMMUNICATIONS
	)	CARRIER
.....)	

INTRODUCTION AND BACKGROUND

- 1 On March 2, 2011, YourTel America, Inc. (YourTel or Company) filed a petition with the Washington Utilities and Transportation Commission (UTC or Commission) requesting designation as an Eligible Telecommunications Carrier (ETC) pursuant to Section 214 (e)(2) of the Communications Act of 1934, as amended (the Act), and Washington Administrative Code (WAC) 480-123-030. YourTel seeks ETC designation in Washington for the purpose of receiving the federal Lifeline and Link Up support. Lifeline and Link Up support are parts of the federal Universal Service Fund (USF). They subsidize qualified low-income households' monthly charges for basic telephone services and the non-recurring connection charges, respectively. YourTel seeks ETC designation for exchanges listed in Appendix A . YourTel does not seek to participate in the state Lifeline program, Washington Telephone Assistance Program (WTAP).
- 2 YourTel filed four amendments to its original petition on April 19, 2011, April 27, 2011, May 16, 2011 and May 20, 2011, respectively. The first and third amendments describe the additional Lifeline plan for qualified residents in tribal areas. The second amendment affirms that YourTel will provide nationwide access to 911 service for all of its customers. In the fourth amendment, YourTel provided additional commitment to E911 provision and customer verification procedures.
- 3 The Commission has jurisdiction over ETC petitions. Section 214 (e) of the Act authorizes state regulatory commissions to designate a qualified common carrier as an ETC for the purpose of receiving federal Universal Service Fund.¹ By rule, WAC 480-123-040, the Commission has the authority to approve petitions from carriers requesting

¹ 47 U.S.C. § 214(e)(2). See also 47 C.F.R. § 54.201(c).

ETC designation. The Commission's authority to grant or deny petitions for ETC designation includes the authority to impose conditions.²

DISCUSSION

YourTel and its Lifeline Offering

4 YourTel's principal office is located in Kansas City, Missouri. It has been an ETC providing Lifeline service since 2003. It has been designated as an ETC for its wireline operation in Kansas, Missouri, Oklahoma and Illinois. It is an ETC for its wireless operation in Kansas, Missouri and Illinois.

5 YourTel offers the following Lifeline plans:

Free Minutes	Text Messages	Can Unused Minutes Roll Over to the Next Month?
68 minutes	1 text message = 0.3 minute	Yes Unused rolled-over minutes expire in 60 days.
125 minutes	1 text message = 1 minute	Yes Unused rolled-over minutes expire in 60 days.
250 minutes	1 text message = 1 minute	No
2000 minutes (tribal Plan)	1 text message = 1 minute	No

6 YourTel charges \$60 activation fee for commencing service. With the federal Link Up support, the activation fee will be reduced to \$30 for Lifeline customers.

7 Customers can purchase additional minutes by phone, at YourTel website or at YourTel authorized agent locations. Additional minutes come in increments of \$5, \$10, \$15, \$20, \$30 and \$50. Depending on the value of the purchase, additional voice minutes are priced as low as 3.5 cents per minute. All minutes expire after 30 days from the purchase date.

8 In its amendment to petition filed on April 19, 2011, YourTel added description for its tribal Lifeline plan. The tribal plan offers 2000 voice minutes for \$1.00 for eligible residents of tribal areas in Washington. Unused minutes cannot roll over from month to month under the tribal plan.

² In the Matter of the Petition of TracFone Wireless, Inc. for Exemption from WAC 480-123-030(1)(d), (f) and (g); and Designation as an Eligible Telecommunications Carrier for the Purpose of Receiving Lifeline Support from the Federal Universal Service Fund, Order 03 (June 24, 2010), UT-093012, ¶ 78. [UTC TracFone Proceeding].

Federal ETC Requirements

- 9 Staff finds YourTel qualifies for ETC designation if the designation is accompanied with proposed conditions in Appendix B. Pursuant to 47 U.S.C. § 214(e)(2), state commissions may designate additional carriers as ETCs if such designation is “consistent with the public interest, convenience, and necessity” and the carrier seeking designation as an ETC meets the two requirements of 47 U.S.C. § 214(e)(1):

(A) offer the services that are supported by federal universal service support mechanisms under section 254(c), either using its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another eligible telecommunications carrier); and

(B) advertise the availability of such services and the charges therefore using media of general distribution.

- 10 YourTel demonstrates in its petition and amendments that it is capable of providing telecommunications services supported by the federal USF, as specified in 47 C.F.R. § 54.101(a), and it will adequately advertise the services to reach those who likely qualify for Lifeline telephone assistance.
- 11 YourTel will provide the USF-supported services with a combination of its own facilities and resale from Sprint Nextel Corporation. YourTel owns and operates a central office switch and proprietary call management intelligence located in Kansas City, Missouri. The switch will be used to process calls for directory assistance, operator services and international long distance toll service. Because directory assistance and operator services are two components of the basic telephone service supported by the federal USF, Staff considers the Company meets the minimal facility requirements prescribed by the Federal Communications Commission (FCC). The FCC defines “facilities” as “physical components of the telecommunications network that are used in the transmission or routing of the services designated for support under section 254(c)(1).”³ The FCC further explains facility requirement for ETC applicants as follows: “The statute does not require a carrier to use its own facilities to provide each of the designated services but, instead, permits a carrier to use its own facilities to provide at least one of the supported services...if a carrier uses its own facilities to provide at least one of the designated services, and the carrier otherwise meets the definition of “facilities” adopted above, then the facilities requirement of section 214(e) is satisfied. For example, we conclude that a carrier could satisfy the facilities requirement by using its own facilities to provide access to operator services, while providing the remaining services designated for support through resale.”⁴
- 12 As in the proceedings of TracFone and Virgin Mobile ETC petitions, Staff recommended additional conditions to ensure the Company will provide Lifeline services in a manner

³ *In the Matter of Federal-State Joint Board on Universal Service*, Report and Order, CC Docket No. 96-45. FCC 97-157 (rel. May 98, 1997), ¶ 151.

⁴ *Id.*, ¶ 169.

consistent with the public interest. Staff proposes the Commission apply the same conditions to YourTel's ETC designation.

- 13 The FCC has granted a number of resale-based wireless providers forbearance from the requirement under section 214(e)(1)(A) of the Act that an ETC applicant must provide services, at least in part, over its own facilities.⁵ The forbearance is contingent upon several conditions. As Staff discussed in recommendation on Virgin Mobile's ETC designation, the FCC's forbearance conditions has strong relevance to public interest, regardless whether the ETC petitioner has its own facilities or not. They include requirements related to E911 provision and customer eligibility verification. Even though YourTel petitions for ETC designation as a facility-based carrier, it commits, in its initial petition and subsequent amendments, to the same conditions the FCC imposes on non-facility-based ETCs for forbearance from the facility requirement.

Washington State ETC Requirements and Exemptions

- 14 YourTel meets all but three Washington state rules on ETC designation under WAC 480-123-030. WAC 480-123-030(1)(d) requires all ETC applicants to provide a substantive plan of the investments to be made with initial federal support during the first two years in which support is received and a substantive description of how those expenditures will benefit customers. WAC 480-123-030(1)(f) requires wireless ETC petitioners to provide a digital map showing locations of cell sites and signal coverage. WAC 480-123-030(1)(g) specifies back-up power requirements for wireless petitioners. The Company seeks exemption from the three rules because they are intended to apply to high cost fund recipients who have the obligation to build out and maintain network infrastructure. The Company only seeks Low Income Support. Staff recommends the Commission grant YourTel's request to be exempted from WAC 480-123-030(1)(d), (f) and (g). The exemption is consistent with the public interest, the purposes underlying regulation, and applicable statutes.

Washington State Conditions on YourTel's ETC Designation

- 15 YourTel's ETC petition is very similar to TracFone and Virgin Mobile's petitions in nature. Staff recommends the Commission impose the same set of conditions on YourTel's ETC designation as the Commission did on TracFone and Virgin Mobile because the rationale underlying each condition is applicable in this proceeding.⁶ These

⁵ For example, *In the Matter of Federal-State Joint Board on Universal Service; Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i)*, Order, CC Docket No. 96-45. FCC 05-165 (rel. September 8, 2005) and *In the Matter of Federal-State Joint Board on Universal Service, et al.*, Order, CC Docket No. 96-45. FCC 09-17 (rel. March 5, 2009); also see *In the Matter of Virgin Mobile USA, L.P. Petition for Forbearance from 47 U.S.C. § 214(e)(1)(A), et al.*, Order, CC Docket No. 96-45. FCC 09-18 (rel. March 5, 2009).

⁶ For detailed discussion of the conditions, see *UTC TracFone Proceeding*, Staff Memo for the November 25, 2009 Open Meeting, Order 03 (June 24, 2010) and Order 05 (October 13, 2010), UT-093012; also see *In the Matter of the Petition of for an Exemption from WAC 480-123-030(1)(d) and Designation as an Eligible Telecommunications Carrier*, Order 01 (November 10, 2010), UT-100203.

conditions were proposed to protect consumers' interests and safeguard the integrity of the federal USF.

16 Customer eligibility verification remains Staff's biggest concern. In the FCC's recent Notice for Proposed Rulemaking,⁷ the FCC proposes a number of measures to make the customer eligibility verification process more rigorous. Before any changes are implemented at the federal level, however, Washington's conditions on prepaid Lifeline ETC designation are necessary to detect and alleviate the problem of fraud, waste and abuse of the Lifeline fund. The Company will abide by the following procedure of customer eligibility verification, as prescribed by the federal rule and Washington's conditions on its ETC designation:

- The Company shall use the list of WTAP-eligible public assistance programs in WAC 388-273-0020 (1) (not the list in 47 C.F.R. § 54.409(b)) as well as the federal income-based eligibility criteria. The use of the list of state public assistance programs is to ensure that the Washington Department of Social and Health Services (DSHS) can verify the Company's customer records.
- The Company must use customers' self-certification forms to process program-based Lifeline applications, as prescribed by 47 C.F.R. § 54.409(d); the Company should follow 47 C.F.R. §54.410(a) and (b) to process income-based Lifeline applications.
- The Company will follow 47 C.F.R. §54.410(c)(2) to select a statistically valid random sample of the Company's Lifeline consumers to verify their continued eligibility and collect proof documents. The Company should report the survey result to the Universal Service Administration Company (USAC). The Company should file a copy of the survey result to the Commission by August 31 of each year.
- Annually, YourTel shall notify each Lifeline customer prior to the service anniversary date, requiring them to confirm the continued eligibility by self-certification. Any customers who do not confirm their eligibility within 30 days of receipt of the verification notice should be removed from the Lifeline program.
- To process Lifeline applications based on participation in qualifying public assistance programs, the Company shall cooperate with the Commission and the DSHS to work out a procedure to verify the applicant's eligibility. The Company should obtain access to the DSHS' online database to verify whether an applicant is receiving one of the qualifying public assistance benefits.
- To process Lifeline applications based on income criteria, the Company will follow the income certification and verification requirements in 47 C.F.R. § 54.410 and other applicable instructions from the FCC and the USAC. The Company should require such customers to present documentations of their household income prior to enrollment.
- By March 31 of each year, the Company shall file with the Commission its complete Lifeline customer records of the prior calendar year. The customer

⁷ *In the Matter of Lifeline and Link Up Reform and Modernization, Federal-State Joint Board on Universal Service, Lifeline and Link Up*, Notice of Proposed Rulemaking, CC Docket No. 96-45. FCC 11-32 (rel. March 4, 2011).

records are subject to review of the Commission and DSHS. The records must have all the necessary information and be in an electronic format required by DSHS. After being notified of the results of the review, the Company must take appropriate measures to either correct the customer records or stop providing services to ineligible customers and report the resolutions to the agencies within 60 days of the notice.

FINDINGS AND CONCLUSIONS

- 17 (1) The Commission has jurisdiction over eligible telecommunications carriers in Washington and the subject matter of this Order pursuant to 47 U.S. C. § 214(e)(2), 47 C.F.R. §§ 54.201(b)-(c) and WAC 480-123-040.
- 18 (2) YourTel commits to offer all services that are to be supported by the federal universal service support mechanisms set forth in 47 U.S.C. § 254(c) and 47 C.F.R. § 54.101(a).
- 19 (3) Subject to the conditions in this Order, YourTel meets the requirements for ETC designation under 47 U.S. C. § 214(e)(1), 47 C.F.R. § 54.201(d) and WAC 480-123-030.
- 20 (4) The Commission finds that granting the Company's petition for an exemption from the requirement of submitting an investment plan in WAC 480-123-030(1)(d) is consistent with the public interest, the purposes underlying regulation, and applicable statutes.
- 21 (5) The Commission finds that granting the Company's petition for designation as an Eligible Telecommunications Carrier for the purpose of receiving federal Lifeline and Link Up support, subject to the conditions in this Order, will advance the purposes of universal service found in 47 U.S.C. § 254. The designation will benefit low-income households in Washington. The designation is in the public interest and should be granted subject to the conditions set forth in Appendix B to this Order.
- 22 (6) The Commission should retain jurisdiction over the subject matter and the parties to effectuate the terms of this Order.
- 23 (7) The Commission should reserve the right to modify the ETC designation and the conditions, depending upon other factors. Such factors may include but are not limited to changes in FCC rules on Low Income Support, including rules on facility requirement and procedure of customer eligibility verification, the

company's operation performance in Washington, and the results of the federal and state verification results of its Lifeline customers' eligibility.

O R D E R

THE COMMISSION ORDERS:

- 24 (1) The Commission grants the petition of YourTel America, Inc., for an exemption from WAC 480-123-030(1)(d), (f) and (g) which requires an ETC applicant to provide a substantive two-year plan of the investments to be made with initial federal support and the associated customer benefits, a digital map of its wireless network, and compliance to specific power backup standards.
- 25 (2) The Commission grants the petition of YourTel America, Inc., for designation as an Eligible Telecommunications Carrier for the purpose of receiving Lifeline and Link Up support from the federal Universal Service Fund in service areas specified in Appendix A to this Order. The designation is subject to the conditions set forth in Appendix B to this Order.
- 26 (3) YourTel America, Inc., must comply with applicable federal laws and regulations on ETC obligations and requirements.
- 27 (4) YourTel America, Inc., must comply with Washington's rules on ETC obligations and requirements set forth in WAC 480-123.
- 28 (5) The Commission retains jurisdiction over the subject matter and the parties to this proceeding.
- 29 (6) The Commission has authority to modify, suspend, or revoke YourTel America, Inc.'s ETC designation granted in this Order at a future date.

DATED at Olympia, Washington, and effective June 16, 2011.

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

JEFFREY D. GOLTZ, Chairman

PATRICK J. OSHIE, Commissioner

Appendix A

**YourTel America, Inc.
Areas for Eligible Telecommunications Carrier Designation**

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
CENTURYTEL OF COWICHE, INC.	
	COWICHE
	RIMROCK
	TIETON
CENTURYTEL OF INTER-ISLAND, INC.	
	BLAKELY ISLAND
	EAST SOUND
	FRIDAY HARBOR
	LOPEZ
CENTURYTEL OF WASHINGTON, INC.	
	AMES LAKE
	ARLETTA
	ASHFORD
	BASIN CITY
	CARNATION
	CATHLAMET
	CHENEY
	CHINOOK
	CONNELL
	COULEE CITY
	CURTIS
	EDWALL-TYLER
	ELTOPIA
	EUREKA
	FALL CITY
	FORKS
	GIG HARBOR
	HARRINGTON
	HUMPTULIPS
	KAHLOTUS
	KETTLE FALLS
	KINGSTON
	LAKEBAY

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	LIND
	MATHEWS CORNER
	MCCLEARY
	MEDICAL LAKE
	MESA
	MONTESANO
	MORTON
	NORTH BEND
	OCEAN PARK
	OCOSTA
	ODESSA
	ORTING
	OTHELLO
	PACKWOOD
	PUGET ISLAND
	RANDLE
	REARDAN
	RITZVILLE-BENGE
	SOUTH PRAIRIE
	SPANGLE
	SPRAGUE
	TWISP
	VADER
	VASHON
	WASHTUCNA
	WILSON CREEK
FRONTIER COMMUNICATIONS NORTHWEST INC.	
	ACME-DEMING-WHATCOMCTY
	ALGER
	ANACORTES
	ARLINGTON
	BENTON CITY
	BIG LAKE
	BLAINE-BIRCH BAY-GTLD
	BOTHELL
	BURLINGTON
	CAMAS-WASHOUGAL

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	CASHMERE
	CHELAN
	CONCRETE
	CONWAY
	CUSTER-GTLD
	DEMING-WHATCOMCTY
	EDISON
	ENTIAT
	EVERETT
	EVERSON-GTLD
	FAIRFIELD
	FERNDAL-ETLD
	GARFIELD
	GEORGE
	GRANITE FALLS
	GRAYLAND
	HALLS LAKE
	KENNEWICK
	KIRKLAND
	LA CONNER
	LATAH
	LAUREL-WHATCOMCTY
	LEAVENWORTH
	LYMAN-HAMILTON
	LYNDEN
	MANSFIELD
	MAPLE FALLS
	MARBLEMOUNT
	MARYSVILLE
	MONROE
	MOUNT VERNON
	NACHES
	NEWPORT
	NILE
	OAK HARBOR
	PALOUSE
	PULLMAN

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	QUINCY
	RICHLAND
	RICHMOND BEACH
	ROCKFORD
	ROSALIA
	SEDRO WOOLLEY
	SEDRO WOOLLEY-CONTEL
	SILVER LAKE
	SKYKOMISH
	SNOHOMISH
	SOAP LAKE
	STANWOOD
	STEVENS PASS
	SULTAN
	SUMAS-GTLD
	TEKOA
	WATERVILLE
	WENATCHEE
	WESTPORT
QWEST CORPORATION	
	ABERDEEN-HOQUIAM
	AUBURN
	BAINBRIDGE ISLAND
	BATTLE GROUND
	BELFAIR
	BELLEVUE
	BELLINGHAM-GTLD
	BLACK DIAMOND
	BREMERTON
	BUCKLEY
	CASTLE ROCK
	CENTRALIA
	CHEHALIS
	CLE ELUM
	COLFAX
	COLVILLE
	COPALIS

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	DEER PARK
	DES MOINES
	EASTON
	ELK
	ENUMCLAW
	EPHRATA
	GRAHAM
	GREEN BLUFF
	HOODSPORT
	ISSAQUAH
	KENT
	LIBERTY LAKE
	LONGVIEW-KELSO
	LOON LAKE
	MAPLE VALLEY
	MOSES LAKE
	NEWMAN LAKE
	OLYMPIA
	OTHELLO
	PATEROS
	PORT ANGELES
	PORT LUDLOW
	PORT ORCHARD
	PORT TOWNSEND
	PUYALLUP
	RENTON
	RIDGEFIELD
	ROCHESTER
	ROY
	SEATTLE
	SEQUIM
	SHELTON
	SILVERDALE
	SPOKANE
	SPRINGDALE
	SUMNER
	TACOMA

<u>INCUMBENT LOCAL EXCHANGE CARRIER</u>	<u>EXCHANGE</u>
	TACOMA WAVERLY
	VANCOUVER
	WAITSBURG
	WARDEN
	WINLOCK
	YAKIMA
UNITED TELEPHONE - NORTHWEST	
	CHIMACUM-CENTER
	COLUMBIA
	DALLESFORT
	GOLDENDALE
	GRANDVIEW
	GRANGER
	HARRAH
	HOOD CANAL
	LYLE
	MABTON-BICKLETON
	MATTAWA
	PATERSON
	PORT ANGELES-GARDINER
	POULSBO
	PROSSER
	ROOSEVELT
	STEVENSON
	TOPPENISH-ZILLAH
	TROUT LAKE
	WAPATO
	WHITE SALMON
	WHITE SWAN
	WHITSTRAN
	WILLARD

Appendix B

1. YourTel America, Inc. (YourTel or Company) designation as an Eligible Telecommunications Carrier (ETC) shall be for an interim period of one year from the effective date of the Commission's Order approving such designation, subject to Commission review. Before the end of one year after the effective date of the Order, YourTel may seek to renew its designation pursuant to WAC 480-123-030 through -040. YourTel's designation for the interim period shall continue until the Commission's decision to the designation.
2. Within 30 days of approval of its ETC designation in Washington and prior to offering Lifeline services, YourTel must make a compliance filing for approval by the Commission containing the following:
 - a. YourTel's Lifeline rate plans, terms and conditions. The rates, terms and conditions shall include all provisions that apply to the Lifeline services offered by YourTel in Washington and detailed procedures explaining how customers can participate in a particular Lifeline plan.
 - b. YourTel's proposed language to be used in all advertising of Lifeline services and on its websites. The language shall include information directing customers to the Washington State Office of the Attorney General for complaints regarding any Lifeline service issues.
 - c. YourTel's Lifeline Customer Application Form.

Commission Staff shall review YourTel's compliance filing and recommend to the Commission whether it should be approved or rejected within ten business days. YourTel shall not offer Lifeline services until the Commission has approved its compliance filing.
3. YourTel shall file with the Commission any future changes to its rates, terms, or conditions at least one day prior to the effective date of the change.
4. The information on YourTel's rates, terms and conditions shall be provided in a package sent to Lifeline customers after enrollment in YourTel's Lifeline program, as well as at YourTel's official Lifeline websites.
5. YourTel shall also provide Lifeline customers with the choice of all other rate plans available to its regular customers.
6. During this interim period (i.e., the time until the Commission issues an order recertifying YourTel's ETC designation for Lifeline services), YourTel must offer a minimum of 250

minutes. The Company may invoke Condition No. 3 only for the purpose of increasing the number of minutes in the Lifeline plan.

7. YourTel shall deactivate a Lifeline account if the customer has no usage for 60 consecutive days. No fewer than eight business days before deactivation, YourTel shall send the customer a written notice by mail about the potential deactivation and ways to avoid unwanted deactivation. The customer shall have a 30 day grace period from the deactivation date to reactivate the Lifeline account by making a call. When a customer reactivates the account, the customer will be able to use the allotment of free minutes deposited into the customer's account by YourTel.
8. On a quarterly basis beginning with the quarter ending on September 30, 2011, YourTel shall provide the number of Lifeline customers that it enrolls each month. YourTel shall also report the number of deactivated Lifeline customers each month by service plan and the reasons for deactivation (e.g., no usage for 60 consecutive days, annual verification unsuccessful, or voluntary exit). Quarterly reports shall be filed with the Commission no later than 30 days after the end of each quarter.
9. YourTel shall respond within 30 days to Commission Staff's information requests on YourTel's Lifeline operations, including but not limited to Lifeline customers' usage patterns and Lifeline customer records.
10. YourTel shall cooperate with the Commission and the Department of Social and Health Services (DSHS) to work out a procedure to verify YourTel Lifeline customers' eligibility.
11. YourTel must not deduct airtime minutes for calls to customer care made from the customer's handset by dialing 611. YourTel shall explicitly state the policy of free 611 calls in its Lifeline service agreements. YourTel 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.
12. By March 31 of each year, YourTel shall file with the Commission its complete Lifeline customer records of the prior calendar year. The customer records are subject to review of the Commission and DSHS. The records must have all the necessary information and be in an electronic format required by DSHS. After the Commission and DSHS notify YourTel of the results of the review, YourTel must take appropriate measures to either correct the customer records or stop providing services to ineligible customers and report the resolutions to the agencies within 60 days of the notice.
13. YourTel shall provide the Commission a copy of its annual Lifeline Verification survey results that it files with the Universal Service Administration Company (USAC) by August 31 of each year.

14. YourTel shall file with the Commission, by March 31 of each year, a report on the number of complaints, categorized by the different nature of complaints that it received from Washington Lifeline customers during the prior calendar year (e.g., billing disputes and service quality complaints). This report shall include complaints filed with YourTel, the Commission's Consumer Protection and Communications Section, the Washington State Office of the Attorney General, and the Federal Communications Commission (FCC). The Commission reserves the rights to revoke YourTel's ETC designation if YourTel fails to provide reasonable quality of service.
15. YourTel shall cooperate with the Washington State Enhanced 911 Program (E911) and all Public Safety Answering Points on E911 issues and shall, upon request, designate a representative to serve as a member or alternate member of the Washington State E911 Advisory Committee or its Communications Sub-committee.
16. YourTel shall participate in the Washington State E911 Program's "What's Your Location" public information campaign if the E911 Program requests the participation of wireless carriers.
17. YourTel shall collaborate with the Washington State E911 Program to test the compatibility of its handsets with the new Emergency Service Information Network in Washington, including supplying handsets representative of YourTel's proprietary software and technical assistance should call delivery discrepancies be discovered.
18. YourTel shall comply with rules on cessation of business as specified in WAC 480-120-083.
 - a. Prior to cessation of business, YourTel shall make arrangements with its underlying carriers to provide minutes already sold to customers under the same terms and conditions it has with the customers, or provide refunds to the existing customers.
 - b. YourTel shall provide written notice to the following persons at least 30 days in advance of cessation of service:
 - i. The Commission;
 - ii. The state 911 program;
 - iii. Each of its customers;
 - iv. The national number administrator.
 - c. The notice to the Commission and the state 911 program must include the same information required by WAC 480-120-083 (3).
 - d. The notice to the customers must include the same information required by WAC 480-120-083 (4).

- e. The notice to the national number administrator must include the same information required by WAC 480-120-083 (7).
 - f. YourTel shall file with the Commission at least 30 days in advance of its cessation of business and request the relinquishment of its ETC designation in Washington.
- 19. YourTel shall collect and maintain necessary records and documentation to ensure its compliance with the applicable FCC and Commission requirements, including existing requirements and any future modifications. The records and documentation shall be provided to Commission Staff upon request.
 - 20. YourTel shall cooperate with Commission Staff on phone number conservation issues and shall comply with 47 C.F.R. § 52.
 - 21. YourTel shall comply with all applicable federal and Washington's statutes and regulations, including Enhanced 911 tax contributions.

WC CLLI	WC Name
ACTNMAMA	ACTON
ADMSMAMA	ADAMS
AMSBMAPL	AMESBURY
AMHRMAFE	AMHERST-FEARING
AMHRMASP	AMHERST-PROSPECT
ANDVMAEL	ANDOVER
ARTNMAPL	ARLINGTON
ASHMMAPL	ASHBURNHAM
ASHBMASO	ASHBY
ASNTMAMA	ASSONET
ATHOMARI	ATHOL
ATLBMABA	ATTLEBORO
AUBNMALG	AUBURN
AYERMAPL	AYER
BRNSMAMA	BARNSTABLE
BARRMAJA	BARRE
BCKTMAWA	BECKET
BLTWMAJA	BELCHERTOWN
MLFRMAWA	BELLINGHAM
BLMTMALE	BELMONT
BRLNMAHI	BERLIN
BRNRMACH	BERNARDSTON
BVRLMAEL	BEVERLY
BLRCMAAN	BILLERICA
WNSCRICL	BLACKSTONE
BLNDMAGL	BLANDFORD
BOTNMAMA	BOLTON
BSTNMABE	BOSTON-BACK BAY
BSTNMABO	BOSTON-BOWDOIN
BSTNMAFR	BOSTON-FRANKLIN ST.
BSTNMAHA	BOSTON-HARRISON ST.
BYTNMAMA	BOYLSTON
BRNTMAWA	BRAINTREE
BRWSMAYA	BREWSTER
BRWRMACH	BRIDGEWATER
BITNMAWI	BRIGHTON
BMFDMAWA	BRIMFIELD
BRTNMACR	BROCKTON
BKLIMAMA	BROOKLINE
BRYVMAUN	BRYANTVILLE
BURLMABE	BURLINGTON
BZBYMAPE	BUZZARDS BAY
CMBRMABE	CAMBRIDGE-BENT ST.
CMBRMAWA	CAMBRIDGE-WARE ST.
CNTNMAWA	CANTON
CRVRMAMA	CARVER
CTMTMADE	CATAUMET
BSTNMABO	CHARLESTOWN
CATNMANM	CHARLTON
CHHMMAOH	CHATHAM
CHLSMACH	CHELSEA

CHFDMASB	CHESTERFIELD
CHCPMARI	CHICOPEE 2
CHCPMAWE	CHICOPEE 3
CHLMMAST	CHILMARK
CLTNMACH	CLINTON
CNCRMAWA	CONCORD
DLTNMACA	DALTON
DNVSMABI	DANVERS
DDHMMAWA	DEDHAM
DNNSMAYA	DENNIS
DGTNMAEL	DIGHTON
DRCHMAAD	DORCHESTER
NDHMMAPI	DOVER
DXBRMACH	DUXBURY
EBSTMASA	E. BOSTON
EBWRMABE	E. BRIDGEWATER
EDGLMAMA	E. DOUGLAS
ELNMMAPL	E. LONGMEADOW
EHMPMARA	EASTHAMPTON
ESTNMANM	EASTON
EDGRMAPP	EDGARTOWN
ESSXMASP	ESSEX
MLDNMAEL	EVERETT
FLRVMANM	FALL RIVER
FLMOMAMG	FALMOUTH
FTBGMAMA	FITCHBURG
FXBOMACO	FOXBORO
FRMNMAUN	FRAMINGHAM
FKLNMAMC	FRANKLIN
GRNRMAWE	GARDNER
GRTWMAWI	GEORGETOWN
GLVLMABI	GILBERTVILLE
GLCSMAEL	GLOUCESTER
GFTNMAWO	GRAFTON
GRVIMAWG	GRANVILLE
GRBRMASC	GREAT BARRINGTON
GNFDMACH	GREENFIELD
GRTNMAHO	GROTON
HMTNMAWI	HAMILTON
HMPDMAMA	HAMPDEN
HNVRMACO	HANOVER
HRVRMALI	HARVARD
HRWCMAMA	HARWICH
HTFDMACH	HATFIELD
HVHLMAWI	HAVERHILL
HNHMMAGR	HINGHAM & COHASSET & HULL
HNDLMASO	HINSDALE
HLDNMAHO	HOLDEN
HLSTMACH	HOLLISTON
HLVKMAMA	HOLYOKE
HPTNMAHR	HOPKINTON

HSTNMAMA	HOUSATONIC
HBTNMAMA	HUBBARDSTON
HDSNMAFR	HUDSON
HYNSMAOC	HYANNIS
HYPKMAHA	HYDE PARK
IPSWMACO	IPSWICH
WRXBMABE	JAMAICA PLAIN
KGTNMASL	KINGSTON
LWRNMACA	LAWRENCE
LEEEMAHI	LEE
LCSRMAGR	LEICESTER
LENXMAWA	LENOX
LMNSMASC	LEOMINSTER
LXTNMAWA	LEXINGTON & LINCOLN
LTTNMAKI	LITTLETON
LGMDMALO	LONGMEADOW
LWLLMAAP	LOWELL
LDLWMAWI	LUDLOW
LNBGMASC	LUNENBURG
LYNNMACH	LYNN
LYFDMACA	LYNNFIELD
MLDNMAEL	MALDEN
MNCHMASU	MANCHESTER
MNFDMABR	MANSFIELD
MRBLMAPL	MARBLEHEAD
MARNMAMI	MARION
MRBOMAMA	MARLBORO
MRFDMAMA	MARSHFIELD
MTPSMAMH	MATTAPOISETT
MYNRMAWA	MAYNARD
MEFDMAPL	MEDFIELD
MLDNMAEL	MEDFORD
MEWYMAVI	MEDWAY
MLDNMAEL	MELROSE
MRMCMAEC	MERRIMAC
MDLBMAJA	MIDDLEBORO
MLFRMAWA	MILFORD
MLFLMACR	MILLERS FALLS
MLISMAMA	MILLIS
MLBRMAGR	MILLSBURY
MLTNMAAD	MILTON
MNSNMAMA	MONSON
MTAGMACE	MONTAGUE
NADMMAU	N. ADAMS
NATLMAOE	N. ATTLEBORO
NBFDMASM	N. BROOKFIELD
NRDGMACE	N. READING
NCKTMAUN	NANTUCKET
NTCKMAEC	NATICK
NDHMMAPI	NEEDHAM
NBFRMAAE	NEW BEDFORD
NBPTMAGR	NEWBURYPORT

NWTNMAWA	NEWTON
NATNMAMA	NORTHAMPTON
NRBOMASC	NORTHBORO
NRFDMAMA	NORTHFIELD
NRTNMATA	NORTON
NRWLMAMA	NORWELL
NRWDMAVE	NORWOOD
OKHMMARU	OAKHAM
ORNGMASM	ORANGE
ORLNMAYA	ORLEANS
OSVLMAWB	OSTERVILLE
OTISMAEO	OTIS
OXFRMAWH	OXFORD
PLMRMAPL	PALMER
PBDYMACE	PEABODY
PPRLMAHI	PEPPERELL
PTRSMAEA	PETERSHAM
PTFDMAFE	PITTSFIELD
PLMOMACO	PLYMOUTH
PRTNMABO	PRINCETON
PRVNMAWI	PROVINCETOWN
QNCYMAHA	QUINCY
RNDHMAME	RANDOLPH
RDNGMALI	READING
RHBTMABA	REHOBETH
REVRMABE	REVERE
ROCHMANO	ROCHESTER
RKLDMAWE	ROCKLAND
RCPTMAMA	ROCKPORT
RWLYMAHA	ROWLEY
RXBRMAWA	ROXBURY
RSSLMAMA	RUSSELL
RTLDMAMA	RUTLAND
SBTNMAEF	S. BOSTON
SDFDMACO	S. DEERFIELD
SGMRMAYA	SAGAMORE
SALMMANO	SALEM
SNDSMAOT	SANDSFIELD
SAGSMACE	SAUGUS
EPRVRINB	SEEKONK
SCTTMAFP	SCITUATE
SHRNMAHI	SHARON
SHFDMAMA	SHEFFIELD
SLFLMACR	SHELBURNE FALLS
SHRYMACH	SHIRLEY
SHRWMAGR	SHREWSBURY
SCNSMABH	SIASCONSET
SOVLMACE	SOMERVILLE
SBDGMAMA	SOUTHBRIDGE
PWTCRIHI	SOUTHGATE
SWCKMACO	SOUTHWICK
SPNCMAME	SPENCER

SPFDMAWO	SPRINGFIELD
STNGMABR	STERLING
STBRMAPI	STOCKBRIDGE
SGTNMAWA	STOUGHTON
STBGMAMA	STURBRIDGE
SDBRMABP	SUDBURY
TNTNMAPL	TAUNTON
TMTNMAME	TEMPLETON
TPFDMACE	TOPSFIELD
TWNSMARA	TOWNSEND
TRFLMAAA	TURNERS FALLS
TYNGMAKE	TYNGSBORO
UPTNMAPI	UPTON
UXBRMACO	UXBRIDGE
VYHVMAED	VINEYARD HAVEN
WBTNMAPR	W. BOYLESTON
WNWBMAMA	W. NEWBURY
WSBGMALE	W. STOCKBRIDGE
WKFDMABE	WAKEFIELD & STONEHAM
WLPLMASS	WALPOLE
WLHMMASP	WALTHAM-SPRING ST.
WLHMMawe	WALTHAM-WEST ST.
WAREMABA	WARE
WAHMMahi	WAREHAM
WRRNMAQU	WARREN
WTTWMAWC	WATERTOWN
WYLDMABP	WAYLAND
WBSTMANE	WEBSTER
WLSLMALA	WELLESLEY
WLLFMAMA	WELLFLEET
WSBOMASU	WESTBORO
WSFDMAWA	WESTFIELD
WSFRMADE	WESTFORD
WMNSMAEL	WESTMINSTER
WSPTMADR	WESTPORT
WYOMAMi	WEYMOUTH
WHVLMAPA	WHITINSVILLE
WHMNMAWA	WHITMAN
WLBRMAMA	WILBRAHAM
WLBGMAMA	WILLIAMSBURG
WLTWMAWA	WILLIAMSTOWN
WLMGMAMA	WILMINGTON
WNDNMAGR	WINCHENDON
WNCHMAMA	WINCHESTER & WOBURN
WNTHMAMA	WINTHROP
WRCSMACE	WORCESTER
WRHMMASO	WRENTHAM

400RTEL
WIRELESS



**TELÉFONOS
CELULARES**

GRATIS

**MINUTOS
MENSUALES**

GRATIS



¿REGISTRO?
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PODRÍAS CALIFICAR PARA UN

CELULAR GRATIS

☒ Teléfono Gratis ☒ Minutos Ilimitados ☒ Mensaje de Voz Gratis ☒ 411 Gratis ☒ Larga Distancia Gratis

Sin Depósito

No Miramos Tu Crédito

Sin Contrato

WWW.YOURTELWIRELESS.COM

3500 E. TRUMAN RD. #2400 DUBLIN, CA 94568-1515
TEL: 925.851.5151 FAX: 925.851.5102

YOURTEL WIRELESS ETC CONSUMER PROTECTION STANDARDS

ILLINOIS

83 Ill. Adm. Code Part 736.

<http://www.ilga.gov/commission/jcar/admincode/083/08300736sections.html>

MISSOURI

4 CSR 240-3.570 Requirements for Carrier Designation as Eligible Telecommunications Carriers

Section (2)(A)8 - 8. A statement that the carrier will satisfy consumer privacy protection standards as provided in 47 CFR 64 Subpart U and service quality standards as applicable;

<http://sos.mo.gov/adrules/csr/current/4csr/4c240-3.pdf>

WASHINGTON

YourTel shall also provide Lifeline customers with the choice of all other rate plans available to its regular customers.

The information on YourTel's rates, terms and conditions shall be provided in a package sent to Lifeline customers after enrollment in YourTel's Lifeline program, as well as at YourTel's official Lifeline websites.

YourTel must not deduct airtime minutes for calls to customer care made from the customer's handset by dialing 611. YourTel shall explicitly state the policy of free 611 calls in its Lifeline service agreements. YourTel 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.

YourTel shall file with the Commission, by March 31 of each year, a report on the number of complaints, categorized by the different nature of complaints that it received from Washington Lifeline customers during the prior calendar year (e.g., billing disputes and service quality complaints). This report shall include complaints filed with YourTel, the Commission's Consumer Protection and Communications Section, the Washington State Office of the Attorney General, and the Federal Communications Commission (FCC). The Commission reserves the rights to revoke YourTel's ETC designation if YourTel fails to provide reasonable quality of service.

YourTel shall comply with rules on cessation of business as specified in WAC 480-120-083.

- a. Prior to cessation of business, YourTel shall make arrangements with its underlying carriers to provide minutes already sold to customers under the same terms and conditions it has with the customers, or provide refunds to the existing customers.
- b. YourTel shall provide written notice to the following persons at least 30 days in advance of cessation of service:
 - i. The Commission;
 - ii. The state 911 program;
 - iii. Each of its customers;
 - iv. The national number administrator.
- c. The notice to the Commission and the state 911 program must include the same information required by WAC 480-120-083 (3).
- d. The notice to the customers must include the same information required by WAC 480-120-083 (4).
- e. The notice to the national number administrator must include the same information required by WAC 480-120-083 (7).
- f. YourTel shall file with the Commission at least 30 days in advance of its cessation of business and request the relinquishment of its ETC designation in Washington.

KANSAS

None.

RHODE ISLAND

None.



Application for Massachusetts Universal Service Fund MASSACHUSETTS LIFELINE/LINKUP

You may qualify for a discount on your monthly telephone bill if you or a dependent residing in your household is receiving low-income benefits under certain programs.

- Lifeline is available to qualifying low-income subscribers for residence service.
- Linkup offers a \$30.00 discount on the initial installation, on the basic installation. Link up is available for a first time only at the applicant's principal place of residence.
- Massachusetts Lifeline subscribers certified under a Low-Income program may receive a reduction of up to \$13.50 per month.

If you or a dependent residing in your household are receiving benefits from one or more of the programs listed below, please check all that apply, complete the remainder of the form, and mail or fax completed form to:

YourTel America Attn: Lifeline Department 401 E. Memorial Rd., Suite 500 Oklahoma City, OK 73114 Fax to 1 (877) 388-1083

LOW INCOME PROGRAMS

I certify under penalty of perjury that I, or a dependent residing in my household, currently receive benefits from one or more of the programs listed below:

- | | |
|---|--|
| <input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP) f/k/a Food Stamps
<input type="checkbox"/> Fuel Assistance (Low-Income Home Energy Assistance Program (LIHEAP))
<input type="checkbox"/> Transitional Aid to Families with Dependent Children (TAFDC)
<input type="checkbox"/> Emergency Aid to the Elderly, Disabled and Children (EAEDC) | <input type="checkbox"/> Supplemental Security Income
<input type="checkbox"/> MassHealth or Medicaid |
|---|--|

I certify under penalty of perjury that the above is true and further asserts he/she will follow all Lifeline/Link-up rules as noted above. I also certify that my household currently receives benefits from at least one of the programs above, my telephone is listed in my name, I am not listed as a dependent on another person's tax return (unless over the age of 60) and the address listed is my primary residence. I also certify that I will only receive one Lifeline connection and will not have simultaneous Lifeline connections with another provider. If I am participating in another Lifeline program at the time I apply for YourTel America Wireless Lifeline service, I agree to cancel that Lifeline service with any other provider. I agree to notify YourTel America immediately if my household ceases to participate in the program(s) listed above or changes to an alternate program not indicated. I confirm local voice service discounts under the low income programs are limited to one per household. I authorize YourTel America to access any records required to verify my statements herein and to confirm my continued eligibility for Lifeline assistance.

Customer Signature/Date

Telephone Number Where You Can Be Reached

Customer Name (please print)

Address

City, State, Zip Code

Date

COMPANY USE ONLY

Please check one of the following:

New ☐ Recert ☐ Add Lifeline ☐

Company Representative Signature

ESN

Title

MOBILE NUMBER

Account Number

Date

YourTel Wireless Terms and Conditions of Service

COMMONWEALTH OF MASSACHUSETTS

YourTel Wireless is a service brought to you by YourTel America, Inc. ("YourTel"). YourTel Wireless provides both Non-Lifeline and Lifeline Assisted wireless services. The Lifeline Assistance program is supported by the federal Universal Service Fund program and is administered by the Universal Service Administrative Company. These Terms and Conditions of Service apply to YourTel wireless services and wireless phones activated on YourTel wireless services. Please read these terms carefully as these Terms and Conditions of Service become effective by activating or using a YourTel wireless phone and is a legally binding agreement between you and YourTel. These Terms and Conditions of Service contain important information about your consumer rights. YourTel 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 YourTel America Website at www.yourtelwireless.com. Please check this website often for updates to the Terms and Conditions of Service.

Lifeline Support is a monthly support that reduces the cost of monthly wireless telephone service or residential home telephone service. An eligible YourTel wireless customer may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one telephone connection per household. Link-Up is a one-time support that reduces the one-time costs associated with initiating telephone service for a YourTel wireless eligible customer. Link-Up discounts lower the cost of initiating wireless service. An eligible YourTel wireless customer may only receive one Link-Up discount at their address, and can only receive a second or subsequent Link-Up discount only for a principal place of residence with an address different from the residence address at which the Link Up assistance was provided previously.

Eligibility for the YourTel Wireless Lifeline service program varies by state. Subscribers may qualify for a YourTel wireless Lifeline program if they participate in one of the government programs listed below or qualify based on household income eligibility standards as defined below. By completing the YourTel wireless application, a subscriber's consent is required to the release required information, including financial information if necessary, to a designated agent as required for the administration of your YourTel Wireless Lifeline service. This consent survives the any termination of this agreement. YourTel reserves the right to review any subscriber's continued eligibility for the Lifeline program, at any time, and may require subscribers to provide YourTel with written documentation of either subscriber household income or subscriber's participation in a qualifying state or federal program. A subscriber may only participate in one Lifeline program in either landline or wireless service at the subscriber's principal place of residence. If a subscriber or any member a 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 a YourTel wireless Lifeline program from YourTel America, Inc. Notice to terminate service from any other provider's Lifeline program must be given after activating new service in the YourTel wireless Lifeline program.

YourTel wireless subscribers may qualify for a Lifeline and Link-Up service offering if the subscriber meets certain state and federal eligibility requirements. These requirements are determined by the particular state where the subscriber resides. These state and federal eligibility requirements are also based on either program based eligibility or income based eligibility.

Program Based Eligibility:

Program based eligibility varies by state. YourTel wireless subscribers are eligible to receive Lifeline and Link-Up discounts, under the program based eligibility, if they participate in one or more of the following programs and the state also participates in that program.

- Food Stamps (program may be named differently by state)
- Medicaid
- Low Income Home Energy Assistance Program (LIHEAP)
- National School Lunch programs (free lunch programs)
- Federal Public Housing Assistance (Section 8)
- Supplemental Security Income (SSI)
- Temporary Assistance for Needy Families Program (TANF)

Income Based Eligibility:

Income based eligibility varies by state. Some states do not offer income based eligibility for Lifeline and Link-Up programs. YourTel wireless subscribers are eligible to receive Lifeline and Link-Up discounts, under the income based eligibility, if subscriber's total combined household income meets the defined U.S. Government Income Poverty Guidelines. Proof of income documentation (such as a current tax return) must be provided to YourTel to demonstrate eligibility income based eligibility.

YourTel Wireless Lifeline and Link-Up Programs Restrictions:

Subscribers applying for service in a YourTel wireless Lifeline or Link-Up program agree to, and declare under penalty and perjury, that all of the following conditions below apply (but not limited to):

- YourTel wireless Lifeline and Link-Up program is limited to one connection per household
- Subscriber applying for service certifies that subscriber has not utilized a Link-Up discount at the existing address.
- Subscriber applying for service certifies that subscriber does not participate in any other Lifeline program.
- Subscriber applying for service may be required to provide a Social Security Number in order to certify or verify eligibility for Lifeline or Link-Up service. (Social Security information is strictly confidential and will not be disclosed to others without a subscriber's written consent)
- If subscriber participates in another Lifeline program at the time applying for YourTel Wireless Lifeline service, the subscriber agrees to cancel Lifeline service with any other provider.
- Subscriber agrees to immediately notify YourTel of any address change.
- Subscriber affirms they meet the head of household requirement.
- Subscriber affirms they are least 18 years old.
- Subscriber affirms they are not claimed as a dependant on another person's tax returns.
- Subscriber affirms they will immediately notify YourTel if they no longer participate in at least one of the state or federal programs required to receive Lifeline discounts.
- Subscriber authorizes representatives of any state or federal assistance program to discuss or provide documentation needed to verify participation requested by YourTel.

Subscriber also authorizes any state or federal assistance programs representatives to verify subscriber's eligibility for Lifeline or Link-Up programs.

- Subscribers applying for Lifeline and Link-Up programs authorize YourTel or its duly appointed representative's to have access to records relating to the applicant to verify eligibility for the YourTel wireless Lifeline or Link-Up program.
- Subscribers applying for YourTel wireless Lifeline and Link-Up programs affirm, under penalty and perjury, that all foregoing representations made when applying for service are true and correct to the best of the subscriber's knowledge.

Annual Recertification, Verification, or Termination of Lifeline Programs:

Subscribers participating in the YourTel wireless Lifeline program will be required to re-certify, on an annual basis, their qualification to continue to participate in Lifeline programs based on the appropriate state or federal recertification or verification requirements. YourTel reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to re-qualify for Lifeline service. If YourTel is unable to recertify or verify the required Lifeline qualifications the subscriber will be deemed ineligible to further participate in YourTel wireless Lifeline programs. The subscriber's free minute plan will be discontinued in favor of a new plan to be chosen by the subscriber. The subscriber will be eligible to choose from any then available plan under the applicable terms and conditions for that plan.

YourTel reserves the right to cancel or suspend, without notice, a subscriber's account for any fraudulent related reasons or upon the request of any state or federal authority's request. YourTel wireless subscribers have the ability to terminate from the Lifeline program for any reason. Subscribers who choose to terminate from the Lifeline program are required to send notice of termination in writing to the address below or by fax. Upon termination from the program, subscribers will no longer receive free minutes included each month and will be required to re-qualify for Lifeline and Link-Up qualifications if they choose to enroll with another YourTel wireless Lifeline program. Please send all termination requests (include name, wireless number, and identity related information) to:

YourTel America, Inc.

Attn: Wireless Disconnect Department

PO Box 270017

Kansas City, MO 64127

Or by fax to:

816-388-1080

Maintaining non-Lifeline accounts: YourTel wireless subscribers using a non-Lifeline service must purchase and load airtime at least once during any consecutive 90 day period. Airtime expires 30 days from date of loading. If no additional airtime is loaded within 30 days after the service expiration of your airtime, then your service on the YourTel Wireless non-Lifeline service will be deactivated.

If you do not accept any of these Terms and Conditions of Service, do not activate or use service provided by YourTel and contact YourTel at the YourTel America Service Number located at the end of this document. By accepting these Terms and Conditions of Service, you represent that you are at least 18 years of age, you meet the eligibility requirements for YourTel Wireless service, and you agree that you may not assign your rights or delegate any of your duties under these terms without the prior written consent of YourTel. Any attempted assignment or delegation without proper consent from YourTel shall be void.

Supported Services:

The following supported services are available to YourTel wireless subscribers who participate in Lifeline or Link-Up programs. Questions regarding supported services can be made in writing or by contacting a YourTel representative at the YourTel America Service Number located at the end of this document.

1. ***Voice grade access to the public switched network.*** YourTel Wireless service provides wireless access to the Public Switched Telecommunications Network ("PSTN"). "Voice grade access to the public switched network" is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal indicating there is an incoming call in a bandwidth, at a minimum, between 300 to 3,000 Hertz;
2. ***Dual tone multi-frequency signaling or its functional equivalent.*** "Dual tone multi-frequency" (DTMF) is a method of signaling that facilitates the transportation of signaling through the public telecommunications network, shortening call set-up time. YourTel wireless handsets are "DTMF" capable;
3. ***Single-party service or its functional equivalent.*** "Single-party wireless service" is a dedicated message path for the length of a subscriber's particular transmission. YourTel wireless provides customers with single-party access for the duration of every call a subscriber makes that is provided by YourTel. YourTel wireless does not provide multi-party or party line service;
4. ***Access to emergency services.*** "Access to emergency services" is a service available to YourTel wireless subscribers that allows a subscriber to call to emergency services through a Public Service Access Point (PSAP) operated by the local government;
5. ***Access to operator services.*** "Access to operator services" is defined as having access to any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call;
6. ***Access to interexchange service.*** "Access to interexchange service" is defined as the user of the telecommunication service having access to complete a long distance call or a toll call;
7. ***Access to directory assistance.*** "Access to directory assistance" is defined as access to a service that includes making available to customers, upon request, information contained in directory listings; and
8. ***Toll limitation for qualifying low-income consumers.*** "Toll limitation" YourTel wireless qualifying subscribers have the option to use their wireless service to complete a long distance call or toll call in an amount of service that limits the amount of toll service to which the subscriber has already paid.

YourTel Wireless Services:

YourTel Wireless service is provided at the company's discretion. Unless expressly prohibited by law, YourTel reserves the right to modify or cancel a subscriber's service, an account, or take corrective action at any time and for any reason, including, but not limited to, your violation of any provision of these Terms and Conditions of Service. Check the YourTel website, www.yourtelwireless.com, for the most recent pricing and changes to the Terms and Conditions of Service. A subscriber's right to use YourTel America service is subject to YourTel America business practices, policies, procedures, rates and these Terms and Conditions of Service. YourTel may change the Terms and Conditions of Service at any time. YourTel will notify subscribers of any change to the Terms and Conditions of Service that are determined to be materially adverse to a subscriber's service 30 days in advance of the change. If subscriber does not terminate service within 30 days of receiving this notice of a change in the Terms and Conditions of Service, subscriber agrees to accept any such changes.

YourTel America, Inc. provides YourTel Wireless mobile telecommunications services using the geographic areas covered by the Nationwide Sprint Network footprint. Local phone numbers may not be available in all areas. Subscribers do not have the ability use YourTel Wireless service with any other wireless phone, device, or on another network. Subscribers may also not use a YourTel wireless handset with any other service or network. Airtime may be used for domestic calling from the United States and for other services as provided in these Terms and Conditions of Service. YourTel Wireless service is for personal use only and may not be used in a manner that interferes with another YourTel wireless customer's use of service. YourTel has determined that ability to provide good service to subscribers may be impaired when customers place abnormally high numbers of calls, sends or receives unusually high numbers of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other YourTel wireless customers on similar service plans. Such non-typical usage suggests that a wireless phone is being used other than for personal use and is in violation of these Terms and Conditions of Service. YourTel Wireless services are provided solely for live dialogue between two individuals. YourTel 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. A YourTel wireless subscriber account may be terminated, without notice, if a subscriber'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.

YourTel 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 YourTel's control, including atmospheric, geographical, or topographical conditions. Service may also be affected by damage to wireless handsets. YourTel 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. You should therefore never solely rely on your wireless phone for emergency calls, such as to 911. YourTel wireless customers have access to dial 911 in an emergency. 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.

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

In order to verify if you reside within a service area please visit www.yourtelwireless.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. YourTel does not guarantee coverage or network availability.

YourTel Wireless ETC Services:

YourTel wireless Lifeline programs are only available for activation by customer's who reside in the areas in which YourTel America, Inc., has been designated as a Eligible Telecommunications Carrier ("ETC"). To receive subsidized wireless service, a subscriber's principal residence address must be within a YourTel Wireless ETC service area. Visit www.yourtelwireless.com to check whether you reside in a YourTel Wireless ETC service area. To be eligible for YourTel Wireless service, a subscriber must meet the applicable eligibility standards described throughout these Terms and Conditions of Service, which may be amended by YourTel America.

YourTel Wireless Service Rates (Airtime), Features, Coverage, and Activation Fees:

1. Airtime is valued at \$0.20 per minute of use. Airtime charges apply to standard voice usage calls for both local and domestic long distance calls. YourTel 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. Credits will not be given for dropped calls. Any unused airtime that expires is forfeited upon expiration or termination of eligibility in the YourTel wireless Lifeline Assistance program. Roaming charges, if they apply, will be billed at a rate of \$0.59 per minute of use and will be deducted from the available minutes. Roaming charges occur when a subscriber makes a call using the facilities of another wireless service provider due to the location the call was placed. Roaming occurs when you make or receive calls outside the home network calling area. YourTel does not provide any guarantees as to the availability or quality of service while roaming. A YourTel wireless Customer must have airtime minutes available to make or receive a call. YourTel wireless handsets will only operate 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.

Lifeline Free Plan 68

Each month you will receive 68 free voice minutes. Text messaging will be assessed at a rate of 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.

Lifeline Free Plan 125:

Each month you will receive 125 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. Unused minutes will rollover from month to month and are available for a maximum of sixty (60) days.

Lifeline Free Plan 250:

Each month you will receive 250 free voice minutes. Text messaging will be assessed at a rate of 1 minute per text message for sending and 1 minute per text message for receiving text messages. There are no rollover minutes with this plan. Unused minutes will expire each month on the service expiration date.

YourTel Wireless Additional Minutes Plans:

YourTel will provide Additional Minutes Plans. Please visit www.yourtelwireless.com for the current rates of adding additional minutes rate plans. Unused minutes and messages expire at the end of your monthly period and may not be used in subsequent months. If you use all of your monthly voice minutes and messages before a new monthly cycle starts and you add an *Additional Minutes Offering Plan* to your account, you will be charged based off the *Additional Minutes Offering Plan* you choose for voice and messages. If you use all of your monthly voice minutes before a new monthly cycle starts, and you do not have a sufficient balance in your account, you may not use your wireless phone to make or receive voice calls, other than 911 emergency calls, until the start of the next monthly cycle. If you have an *Additional Minutes Offering Plan* and use all your minutes included in the plan you will not have the ability to make calls or receive messages, except to place 911 calls where available, until you purchase another *Additional Minutes Offering Plan* or a new monthly cycle starts. If you are a Lifeline customer and also have an *Additional Minutes Offering Plan* and you do not have sufficient funds in your account to pay your monthly charge on your payment due date, you will automatically be switched to the free minutes offer only included each month with your service from the YourTel wireless Lifeline program.

Subscribers may add an *Additional Minutes Offering Plan* to their YourTel wireless account by using one of following methods. You can add an *Additional Minutes Offering Plan* to your account by paying by credit/debit card, or by buying a *Additional Minutes Offering Plan* at any YourTel wireless authorized agent location. YourTel Wireless *Additional Minutes Offering Plans* come in increments of \$5, \$10, \$15, \$20, \$25, \$30, \$50 and \$60. Taxes and surcharges are included in the cost of the minute plan purchased. Purchased *Additional Minutes Plans* cannot be transferred or applied to any other wireless service or account.

2. YourTel 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. YourTel does not have the ability to block your name and number when making outbound calls.

3. The YourTel Wireless activation fee is \$60 and some of the activation fee may be deferred. Subscribers activating service with a YourTel wireless Lifeline program may be eligible for a Link-Up discount at the time of activation. The Link-Up fee will provide the subscriber a discount off the activation fee. YourTel wireless subscribers are responsible to pay any remaining activation fee not covered by Link-Up. Subscribers are solely responsible to pay for the entire activation fee if they are not eligible for Link-Up. Activation fees may be deferred over a period of 12 months (balance at time of activation divided by 12 and billed monthly). YourTel reserves the right at any time and without notice to change the activation fees charged to new subscribers.

Subscribers who successfully submit a YourTel wireless application for the Lifeline program will receive a free wireless phone provided by YourTel including an allotment of free airtime minutes each month for a period of twelve (12) consecutive months from the date service is started. The actual amount of airtime

minutes eligible Lifeline subscribers will receive each month varies by state. YourTel reserves the right to determine, at its sole discretion, whether or not an applicant meets the eligibility requirements to participate or continue to participate in the YourTel wireless Lifeline.

YourTel Wireless Taxes and Surcharges:

YourTel charges state and local sales taxes. Pricing listed on the YourTel wireless website or listed in advertising methods for wireless service do not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of YourTel Wireless service regardless if the subscriber was the actual user of the service. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. YourTel collects taxes and surcharges on all *Additional Minutes Offering Plans* and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting 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.

YourTel Wireless Text Messaging Rates:

A YourTel wireless subscriber 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 may depend on the wireless handset capabilities. Standard message rates apply when sending or receiving text messages, regardless if the message is viewed. Any unused messages that expire from one monthly billing cycle will not carry over to the next monthly billing cycle, unless the monthly plan specifically allows carry over messages. You may use your free monthly allotment of minutes to send and/or receive text messages. Text messages sent to you by YourTel are free of charge. The charge to send or receive a text message will vary depending upon your plan. The standard rate to send or receive a text message on your YourTel wireless phone is \$0.10 per text message for receiving, and \$0.10 per text message for sending. Adding additional airtime or plans to your account may include incremental minute rates per text messages sent or received. Text messaging rates for FREE PLAN 68 will be charged at 0.3 minutes per text message for sending and 0.3 minutes per text message for receiving text messages. Text messaging rates for FREE PLAN 125 and FREE PLAN 250 will be charged at 1 minute per text message for sending and 1 minute per text message for receiving text messages. If you have used all of your free monthly allotment of minutes, you will need to purchase and redeem additional airtime minutes in order to continue to send and receive text messages and to place and receive voice calls. If you do not want minutes deducted from your YourTel wireless phone for text messaging, then do not send or receive text messages. Due to the transmission method of Sprint's Nationwide Text Messaging Network, your cell phone number or other information may be transmitted over the Internet when using Text Messaging. By activating or using a YourTel wireless phone and/or sending a text message, you understand any risks associated and agree you have been notified of such risks.

Domestic Text Messaging Rates:

Each domestic text will be deducted from the available messages in your free minute plan or in your purchased YourTel Wireless *Additional Minutes Offering Plan*. Any unused messages will expire at the end of your monthly subscription period and will not be applied to subsequently purchased minutes, unless your plan includes rollover minutes. If you use all the messages in your available plan, and do not pay your monthly fee for your YourTel Wireless *Additional Minutes Offering Plan*, you will not receive your monthly allocation of messages associated with your plan. Subscriber messaging plans do not include international text, picture messaging, or voicemail messages.

International Text Messaging Rates:

YourTel wireless does not allow international text messages. Attempting to send international messages could result in deactivation of service and de-enrollment from YourTel wireless Lifeline Assistance Program.

Premium SMS:

Premium SMS is a text message to a designated "short code." Buying or attempting to buy SMS services from anyone other than YourTel 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. YourTel 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 YourTel 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 whether you incur charges as deductions from your YourTel Wireless minutes.

Preventing or Sending Spam:

YourTel wireless 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 a YourTel Wireless subscriber intentionally sends spam from a YourTel wireless handset, the subscriber may be terminated without notice.

YourTel may send you messages via SMS. There is no guarantee you will receive them.

YourTel Wireless Data Service Rates:

YourTel Wireless provides wireless data services and mobile internet services using your YourTel wireless phone. Sending or receiving data service will be available at a rate of \$1.25 per megabyte. Subscribers may purchase a data subscription allocation necessary to access the mobile internet in the following data allocations ("Data Subscription Rates"):

Data Add-On Subscription Rates:

1. \$10.00 for 100MB
2. \$20.00 for 200MB
3. \$30.00 for 400MB

Data usage will be deducted from the available data allocation in your purchased Data Subscription. Unused data expire at the end of your monthly Data Subscription period and may not be used in subsequent months. If you use your allocation of data before the end of the monthly period, you will be required to add an additional Data Subscription in order to access the mobile internet. You may terminate your subscription or switch to another data subscription by contacting YourTel at the YourTel America Service Number located at the end of this document. Subscribers are responsible for all data activity from and to your wireless phone, regardless of who initiates the activity. YourTel reserves the right to suspend, limit, or terminate a subscriber's account without notice for any misuse or use that adversely impacts network performance. YourTel will not provide free access to data content.

Data services available to YourTel Wireless subscribers may allow access many forms of data content such as internet, text, pictures, music, email, or other materials. Some data content that subscribers will access will be from other third-party websites or services. Some of this data content may be unsuitable for minors. Subscribers of YourTel Wireless data services are solely responsible for evaluating the data content accessed while using a YourTel wireless handset or device. YourTel strongly recommends that you monitor data content access by minors. Data content from third parties may harm your YourTel wireless handset or software. YourTel, for any reason, may place restrictions on accessing certain data content, limit the amount of data you can access, or terminate a subscriber's access to data services. YourTel supports the use of data content, but, YourTel makes no representations or warranties (expressed or implied), to the extent permitted by law, including, any warranty of merchantability, fitness for a particular purpose, service quality of content, non-infringement, performance, accuracy, or efforts of any third party's data content or to third party data content a subscriber may access while using a YourTel wireless handset or device. YourTel does not have control over the data content provided on third party's site that a subscriber may access. YourTel reserves the right to change, limit, or terminate access to data content, without notice, at any time, and is not required to replace any data content requested by subscribers. If you use your cell phone to browse the Internet, your cell phone number or other information may be transmitted over the Internet. By activating or using a YourTel wireless phone and/or using the data service, you understand any risks associated and agree you have been notified of such risks.

Subscribers may not use YourTel Wireless service for any illegal purpose. This includes harassing, threatening, abusing, defaming, or slandering any individual or entity. YourTel and its business partners provide messages, data, information, music, games, text or other material for subscribers to use on a non-commercial basis only. Subscribers may not sell or resell data content. Subscribers are solely responsible for engaging in any unauthorized use of data content. YourTel intends to present and offer only generally acceptable data content. However, it is impossible to proof all data content, titles and news articles for appropriate content. YourTel Wireless data content is not rated and subscribers are solely responsible for the use of such material, which may be offensive or objectionable to subscribers or

to others. YourTel wireless subscribers agree not to hold YourTel liable for any offensive or objectionable data content.

YourTel Wireless Directory Assistance, Additional Charges and Services:

Calling to 900 / 976 numbers are not available to YourTel Wireless subscribers. Placing calls to 800 / 866 / 877 or other toll-free numbers will incur standard airtime charges. YourTel allows subscribers to make or receive domestic long distance calls inside the domestic USA as long as coverage is available. YourTel does not allow free calls to other subscribers using YourTel Wireless service. YourTel Wireless subscriber handsets do not provide rate information for services used to make or receive voice calls or messages.

Subscribers can switch wireless numbers for an additional fee. To make this change, please call YourTel at the YourTel America Service Number located at the end of this document to switch your wireless phone number. A charge of \$15 may apply to number change requests.

YourTel will block any calls to 1-900, 1-976, some international calling, or other pay-per-call services.

If a subscriber's account is deactivated for any reason, YourTel will assess subscribers a standard reactivation fee which is not refundable.

Please contact YourTel at the YourTel America Service Number located at the end of this document, or visit our website at www.yourtelwireless.com, for additional pricing information or answers to any questions about YourTel Wireless services. Calls to YourTel may be monitored and recorded for quality assurance.

YourTel Wireless Subscriber Account History: Subscriber account history is available online for the previous 60 days of service. You may request a printed copy of your account history detailing the last 60 days of service by sending a written request to YourTel Wireless, PO Box 270017., Kansas City, MO 64127, Attention: Account History. If you deactivate your services or change your wireless phone number, you may obtain your account history by contacting YourTel Wireless at the YourTel America Service Number located at the end of this document. Please visit www.yourtelwireless.com to access your account history at no cost. YourTel Wireless subscribers have the ability to request a copy of their paper bill. Requests for a copy of the paper bill must be submitted in writing via mail or fax. Send requests to:

YourTel Wireless

PO Box 270017.

Kansas City, MO 64127

Or fax to: 816-388-1080

YourTel Wireless Disputed Charges:

If you have a dispute with any charge to your YourTel Wireless account, you must notify us within 60 days after the charge appears on your account. You may either contact YourTel at the YourTel America Service Number located at the end of this document or send notice in writing to the address listed below. A YourTel wireless Customer Service Representative will investigate your claim. If YourTel is not notified of your dispute within this 60-day period you waive any right to dispute the charge, including in arbitration and/or a court proceeding. You accept all charges not properly disputed within this 60-day period. We will provide you a credit or refund if we determine that the disputed charge was inappropriate and was disputed by you in a timely manner. If we provide a credit or refund, you agree that the dispute is fully and finally resolved and not subject to any further proceedings. YourTel is not liable for any charges for products or services provided by third parties through and for use on our network, regardless of the date on which you report it. If any unauthorized or disputed charge appears on your statement for a third-party product, you must contact that third party directly. Third-party contact information is also available by calling YourTel at the YourTel America Service Number located at the end of this document. YourTel Wireless service, unless otherwise provided by law, excludes all incidental or consequential damages. Some states do not allow this exclusion.

Dispute by mail:

YourTel Wireless

Attn: Dispute Resolution

PO Box 270017 Kansas City, MO 64127

YourTel Wireless Refunds, Returns, or Lost Equipment Policy:

Refunds: YourTel is not responsible for, nor will we refund any lost, stolen, misused, or damaged YourTel Wireless *Additional Minutes Offering Plans*. Additional plans purchased must be applied to a

subscriber's account within 1 year of purchase. YourTel does not accept returns or provide refunds of any *YourTel Wireless Additional Minutes Offering Plans*. All purchases of *YourTel Wireless Additional Minutes 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 wireless phone is used with the subscriber's consent or knowledge. Monthly charges are non-refundable.

Returns: Wireless handsets purchased directly from YourTel may be returned for a full refund within 30 days of purchase. A subscriber must return the complete handset as was received at the time of activation. Please contact YourTel at the YourTel America Service Number located at the end of this document for instructions. YourTel provides new and recycled handsets to subscribers. All handset models provided to Lifeline subscribers are selected at the sole discretion of YourTel. Handset models may vary. YourTel reserves the right to replace handsets with various models at its sole discretion. All wireless handsets purchased directly from YourTel include a 90-day warranty from YourTel. If you experience a handset malfunction call YourTel at the YourTel America Service Number located at the end of this document.

Lost or Stolen Equipment: If a YourTel Wireless Subscriber loses or has their handset stolen, the subscriber is responsible for all charges incurred until YourTel is notified of the lost or stolen wireless phone. To report a lost or stolen wireless phone, please contact YourTel at the YourTel America Service Number located at the end of this document. Upon receiving notice of the lost or stolen phone, YourTel will suspend the account immediately. If a subscriber does not either activate a new YourTel wireless phone or notify us that they have found their wireless phone within 30 days of the suspension of the account, the account will be deactivated and the subscriber will lose the YourTel wireless phone number.

YourTel Wireless Phone Number:

YourTel Wireless subscribers must accept the number that is assigned to them at the time of activation. The wireless phone number YourTel provides for subscribers to use is and will remain the property of YourTel. YourTel may release a subscriber's wireless phone number to another subscriber, without giving notice, if the subscriber cancels service with YourTel, or if the account expires and is deactivated. Subscribers may transfer a wireless number prior to the wireless number being reissued to another subscriber. YourTel reserves the right to change a wireless number at any time. YourTel will attempt to notify the subscriber prior to any change. A subscriber can request to change a wireless phone number for a number change fee of \$15.

In some situations, a subscriber may transfer an existing carrier telephone number to your YourTel Wireless service for use as a YourTel wireless phone number. To switch an existing phone number to YourTel, please contact YourTel at the YourTel America Service Number located at the end of this document. Before calling, please have a bill available from the existing carrier. When a subscriber transfers from another wireless carrier to YourTel, they may have to pay a termination fee to the former carrier to early terminate the contract. YourTel will not reimburse a subscriber for any termination fees imposed by other carriers.

Use of YourTel Wireless Customer Information:

By agreeing to Terms and Conditions of Service herein, you also agree to the terms of YourTel Wireless Privacy Policy available online at www.yourtelwireless.com. 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. Any "Customer Proprietary Network Information" (CPNI) data that YourTel Wireless collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the YourTel Wireless Privacy Policy. YourTel will not intentionally share subscriber's personal information without the subscriber's permission. YourTel may, from time to time, use the information subscribers provide to market services to subscribers that may be related to YourTel wireless services or offerings. Subscribers will have the opportunity to choose whether they would like to receive text messages notices, email notices, or direct mail and other updates from YourTel and its affiliates about new products, promotions, or other important services offered by YourTel. Subscribers who choose not to receive these notices may elect to unsubscribe to the information by calling YourTel at the YourTel America Service Number located at the end of this document. YourTel may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.

Dispute Resolution:

You agree to contact YourTel with any disputes. You must contact YourTel with any dispute by calling YourTel at the YourTel America Service Number located at the end of this document or by writing YourTel at PO Box 270017, Kansas City, MO 64127., , Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A YourTel representative will contact you at the last address you have provided or by phone. YourTel agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or YourTel may commence a Binding Arbitration proceeding(see below).

Certain disputes you may have with YourTel may be resolved through Binding Arbitration. By making or receiving calls on a YourTel wireless handset you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with YourTel. This Binding Arbitration you agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives any termination of your service with YourTel. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of Missouri, without regard to its choice of

law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for YourTel wireless services. To the extent permitted by law, if a dispute claim proceeds in court, YourTel and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

Limitation of Liability:

YourTel America, Inc. is not liable to you (subscriber) 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. YourTel America, Inc. will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. YourTel America, Inc. 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 YourTel. Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. YourTel assumes no risk or responsibility for a subscriber's use of any content provided by YourTel Wireless services. YourTel is not liable for any act or omission of any third party company providing part of YourTel Wireless services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by YourTel, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and YourTel America, Inc., or its affiliates. You (subscriber), also agree that YourTel 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 YourTel.

Indemnification:

To the full extent by law, you agree to hold harmless and indemnify YourTel America, Inc., 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 YourTel products and services, or another person whom you authorize to use your products 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 YourTel America, Inc.

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 specific to this state.

Warranties:

YourTel does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES PROVIDED HEREUNDER OR ANY SOFTWARE REQUIRED TO BE USED IN CONNECTION THEREWITH, INCLUDING, BUT NOT LIMITED TO, AND TO THE EXTENT PERMITTED BY LAW, WARRANTY OF TITLE, WARRANTY THAT A PRODUCT OR SERVICE IS FIT FOR A PARTICULAR USE OR WARRANTY OF MERCHANTABILITY. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES. WE DON'T PROMISE ERROR-FREE OR UNINTERRUPTED SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

The YourTel Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you and YourTel America, Inc., with respect to products and services provided to you and the terms under which they are offered to you by YourTel. 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 Missouri. This excludes customers who are residents of the state of California.

YourTel reserves the right to suspend or terminate any subscriber's access to YourTel Wireless services or to the YourTel 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 YourTel, its affiliates, or for any other reason at the sole discretion of YourTel.

Notices:

You may send notices to YourTel by mail, PO Box 270017., Kansas City, MO 64127, or by phone, at the YourTel America Service Number located below. Notices will be considered effective after received by YourTel. If a subscriber is unable to resolve concerns with YourTel, they may file a complaint with the

Federal Communications 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 YourTel wireless phone.

YourTel America Service Contact Numbers

1-855-299-9990

Thank you for choosing YourTel!!

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS & CABLE

In Re Petition of YourTel America, Inc. for)
Designation as an Eligible) DTC Case No. 11-1
Telecommunications Provider)

**MOTION OF YOURTEL AMERICA, INC. FOR
CONFIDENTIAL TREATMENT OF RECORD REQUEST RESPONSES**

Pursuant to G.L. c. 25C, § 5, YourTel America, Inc. (“YourTel” or the “Company”) hereby requests that the Department of Telecommunications and Cable (the “Department”) grant protective treatment to certain confidential and competitively sensitive information submitted as part of YourTel’s responses to Department Record Requests, filed herewith. YourTel seeks to restrict from public disclosure only information that, if made available to the public, would allow YourTel’s competitors to know valuable information about YourTel and/or YourTel’s contracting partners.

Specifically, YourTel requests that the Department protect from public disclosure (1) certain YourTel financial statements (consisting of its Consolidated Income Statement for 2010, Income Statement for first quarter of 2011, Consolidated Balance Sheet for 2010 and Balance Sheet for first quarter of 2011) that were furnished to the Washington State utility commission and were requested by the Department in Record Request 3; and (2) activation fees charged to YourTel by its underlying carriers, Sprint and Verizon, as requested by the Department in Record Request 13. The attachments to these responses containing the confidential information are separately submitted herewith with this motion in

a sealed envelope marked confidential in accordance with 220 CMR 1.045(e). A certification from YourTel supporting this request is attached hereto as Exhibit A.

I. LEGAL STANDARD

Under the well-established standards established by the Department's predecessor, confidential information may be protected from public disclosure in accordance with G.L. c. 25C, § 5, which states in part that:

The [D]epartment may protect from public disclosure, trade secrets, confidential, competitively sensitive or other proprietary information provided in the course of proceedings conducted pursuant to this chapter. There shall be a presumption that the information for which such protection is sought is public information and the burden shall be upon the proponent of such protection to prove the need for such protection. Where such a need has been found to exist, the [D]epartment shall protect only so much of the information as is necessary to meet such need.

In interpreting the statute, the Department's predecessor has held that:

. . . [T]he burden on the company is to establish the need for protection of the information cited by the company. In determining the existence and extent of such need, the Department must consider the presumption in favor of disclosure and the specific reasons why disclosure of the disputed information benefits the public interest.¹

Thus, the moving party must prove that: (1) the information for which protection is sought constitutes trade secrets, confidential, competitively sensitive or other proprietary information; and (2) there is a need to ensure nondisclosure of

¹ The Berkshire Electric Company, et al., D.P.U. 93-187/188/189/190, at 16 (1994); see generally Jet Spray Cooler, Inc. v. Crampton, 361 Mass. 835 (1972) (establishing general procedures for trade secret and other confidential information).

the information.² Where a party proves such a need, the Department may limit the length of time that such protection is in effect.³

II. BASIS FOR CONFIDENTIALITY

A. Record Request 3

YourTel's response to the Record Request 3 at Attachment YT-RR-3 consists of detailed YourTel financial information, as of year end 2010 and first quarter 2011. The information in both responses is highly confidential to YourTel as it provides a virtually up to the minute status on YourTel's financial structure and current financial condition. If publicly disclosed, it would provide useful information to YourTel's competitors about their extent of funds available for current operations and service expansions that potentially could be used against YourTel in the competitive marketplace. Only Company employees and consultants have access to YourTel's financial information of this type, and YourTel hereby certifies that it does not make this information customarily available in the public domain and has taken care to handle the information consistent with its sensitive nature.

B. Record Request 13.

YourTel's response to Record Request 13 at Attachment YT-RR-13 provides information on the activation fees charged to YourTel by its underlying wireless providers, principally Sprint but also Verizon. This information is designated as information to be kept confidential in the commercial agreements between YourTel and the providers. If disclosed, it would potentially harm the business dealings of each provider in the competitive marketplace. YourTel

² The Berkshire Gas Company, D.T.E. 01-41, at 16 (2001).

³ Id. (emphasis added).

herby certifies that it does not make this information customarily available in the public domain and has taken care to handle the information consistent with its sensitive nature.

III. SCOPE OF PROTECTION

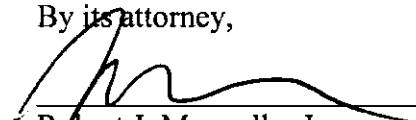
Given the confidential and sensitive nature of the information sought to be protected, YourTel seeks a lengthy time period for protection. YourTel requests a minimum of five (5) years for the financial information in YT-RR-3. Out of concern for the competitive position of YourTel's business partners, YourTel requests that the contractual provisions in YT-RR-13 never be released to the public. To the extent a time limit is required, YourTel requests a period of at least five (5) years in order to maximize chances that the information has become competitively stale when disclosed.

IV. CONCLUSION

Accordingly, for the foregoing reasons, YourTel requests that the Department grant confidential treatment under G.L. c. 25C, § 5 to the YourTel financial information and underlying carrier activation fees in response to Record Requests 3 and 13.

YOURTEL INC.

By its attorney,



Robert J. Munnelly, Jr.
Murtha Cullina LLP
99 High Street – 20th Floor
Boston, MA 02110
Telephone: (617) 457-4062
rmunnelly@murthalaw.com

Date: August 23, 2011

COMMONWEALTH OF MASSACHUSETTS

DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

IN RE:

PETITION OF YOURTEL AMERICA, INC.)
FOR DESIGNATION AS AN ELIGIBLE)
TELECOMMUNICATIONS PROVIDER)

D.T.C. Case No. 11-1

VERIFICATION

STATE OF Missouri
COUNTY OF Jackson

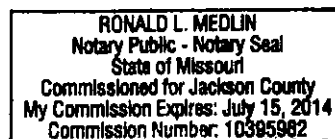
PERSONALLY came and appeared before me, the undersigned party in and for the jurisdiction aforesaid, the within named **Dale R. Schmick**, who after being duly sworn by me stated under oath as follows: that I am the Vice President of YourTel America, Inc. ("YourTel"), a telephone service provider; I have read the foregoing MOTION OF YOURTEL AMERICA, INC. FOR CONFIDENTIAL TREATMENT OF RECORD REQUEST, am knowledgeable regarding the matters stated therein and believe the factual contents of that motion to be true to the best of my knowledge and belief.


Dale R. Schmick

SWORN TO AND SUBSCRIBED before me on this 23rd day of August, 2011


Notary Public

My Commission Expires: 7-15-2014



IN RE:)	
PETITION OF YOURTEL AMERICA, INC.)	
FOR DESIGNATION AS AN ELIGIBLE	)	DTC Case No. 11-1
TELECOMMUNICATIONS PROVIDER)	

D.T.C. 2-22 In its response to D.T.C. 1-11, YourTel states that: “[a]ll applicable taxes and fees are included in the top-up price.” However, the revised “Your Tel Wireless Terms and Conditions of Service” (“Terms & Conditions”) provided as an attachment to YourTel’s response to D.T.C. 1-14 states that: “[s]ales taxes apply and are not included in the cost of the minute plan purchased.” Please clarify. Additionally, describe with specificity all taxes and fees applicable to Massachusetts customers and, for each, indicate whether it is included in the top-up price.

Response: Please see the attached revised terms and conditions (Attachment to Response 2-22) that correctly state the taxes and surcharges are included in the top-ups. Based on the information from our Tax Attorney, YourTel will remit as appropriate the following taxes on top-ups, which are included in the top-up price:

MA Sales Tax	.0625
Federal TRS	(.00217)
Federal USF	(14.9%)

The Massachusetts 911 is assessed at a per voice line rate and thus is not included in the top-up price, however the per line charge will be paid by YourTel as applicable for its lifeline customers in Massachusetts.

Supplemental

Response: As attested during the August 9, 2011 hearing, the above answer remains correct at this juncture. Nevertheless, based on YourTel’s anticipated low margins and low top-up rates in Massachusetts, YourTel is considering changing the above policy to pass on taxes on top-up cards to its end users.

Person Responsible for Answer: Dale Schmick

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE

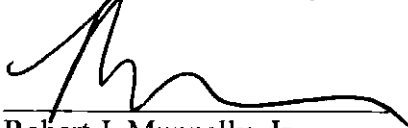
IN RE:

PETITION OF YOURTEL AMERICA, INC.	)	D.T.C. Case No. 11-1
FOR DESIGNATION AS AN ELIGIBLE)	
TELECOMMUNICATIONS PROVIDER)	

CERTIFICATE OF SERVICE

I hereby certify that on this day I have served a copy, by first class mail, of (1) Post-Hearing Brief of YourTel America, Inc.; (2) Responses to Massachusetts Record Requests; (3) Motion of YourTel America, Inc. for Confidential Treatment of Record Request Responses, and (4) Supplementary Record Response 2-22, upon each person designated on the official service list compiled by the Massachusetts Department of Telecommunications and Cable for the above-captioned proceeding in accordance with the requirements of 220 CMR 1.05(1).

YOURTEL AMERICA, INC.



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Date: August 23, 2011