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October 22, 2012

Via Hand-Delivery

Mr. Jeff DeRouen, Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602

RECEIVED

OCT 22 2012

PUBLIC SERVICE
COMMISSION

RE: *Petition of Q Link Wireless LLC For Designation as an Eligible
Telecommunications Carrier in the Commonwealth of Kentucky*

Dear Mr. DeRouen:

Please find enclosed for filing an original and ten (10) copies of Q Link Wireless LLC's Petition for Designation as an Eligible Telecommunications Carrier in the Commonwealth of Kentucky.

Should you have any questions regarding the enclosed, please contact me at your convenience.

Regards,



Matthew Malone

C: File

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:)
)
)

PETITION OF Q LINK WIRELESS LLC)
FOR DESIGNATION AS AN ELIGIBLE)
TELECOMMUNICATIONS CARRIER)
IN THE COMMONWEALTH OF)
KENTUCKY)
_____)

Case No. _____

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FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER
IN THE COMMONWEALTH OF KENTUCKY

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October 22, 2012

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TELECOMMUNICATIONS CARRIER)
IN THE COMMONWEALTH OF)
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Case No. _____

**PETITION OF Q LINK WIRELESS LLC
FOR DESIGNATION AS AN ELIGIBLE TELECOMMUNICATIONS CARRIER
IN THE COMMONWEALTH OF KENTUCKY**

I. INTRODUCTION

Q LINK WIRELESS LLC (“Q LINK” or the “Company”), by its undersigned counsel, and pursuant to Section 214(e)(2) of the Communications Act of 1934, as amended (the “Act”),¹ Sections 54.101 through 54.207 of the Rules of the Federal Communications Commission (“FCC”),² and the rules and regulations of the Kentucky Public Service Commission (the “Commission”), hereby submits this Petition for Designation as an Eligible Telecommunications Carrier (“ETC”) in the Commonwealth of Kentucky. Q LINK seeks ETC designation solely to provide Lifeline service to qualifying Kentucky consumers; it will not seek access to funds from the federal or state Universal Service Funds (“USF”) for the purpose of participating in the Link-Up program or providing service to high cost areas.³ As demonstrated herein, and as certified in

¹ 47 U.S.C. § 214(e)(2)

² 47 C.F.R. §§ 54.101-54.207.

³ Q LINK will seek reimbursement from the federal USF and the Kentucky USF. Given that Q LINK only seeks support from the low-income program and does not seek any high-cost support, ETC certification requirements for the high-cost program are not applicable to the Company.

Exhibit 1 to this Petition, Q LINK meets all the statutory and regulatory requirements for designation as an ETC in the Commonwealth of Kentucky, including the new requirements outlined in the FCC's *USF/ICC Transformation Order*⁴ and *Lifeline and Link Up Reform Order*.⁵ Rapid grant of Q LINK's request, moreover, would advance the public interest because it would enable the Company to commence much needed Lifeline services to low-income Kentucky residents as soon as possible. Accordingly, the Company respectfully requests that the Commission expeditiously approve this Petition for ETC designation.

All correspondence, communications, pleadings, notices, orders and decisions relating to this Petition should be addressed to:

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⁴ *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing a Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) ("*USF/ICC Transformation Order*").

⁵ *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) ("*Lifeline and Link Up Reform Order*").

II. BACKGROUND

A. Company Overview

Q LINK is a Delaware Limited Liability Company.⁶ Its principal office is located at 499 East Sheridan Street, Suite 300, Dania, Florida 33004. Q LINK is a provider of commercial mobile radio service (“CMRS”) throughout the United States and notified the Commission of its intention to provide service in Kentucky on November 4, 2011. Q LINK provides prepaid wireless telecommunications services to consumers by using the Sprint Spectrum L.P. (“Sprint”) network on a wholesale basis. Q LINK obtains from Sprint the network infrastructure and wireless transmission facilities to allow the Company to operate as a Mobile Virtual Network Operator (“MVNO”). Q LINK has been designated as an ETC in Colorado, Maryland, Michigan, Missouri, West Virginia, and Wisconsin. The Company currently has applications for ETC designation pending in Arkansas, Arizona, Georgia, Illinois, Louisiana, Minnesota, Mississippi, Oklahoma, Nevada, Pennsylvania, South Carolina, and Utah; no such petitions have been denied.

Q LINK’s prepaid wireless services are affordable, easy-to-use, and attractive to low-income and lower-volume consumers. The Company’s wireless service provides them with access to emergency services and a reliable means of communication that can be used both at home and while traveling to remain in touch with friends and family, as well as for contacting prospective employers. Q LINK offers consumers a variety of simple and affordable service plans, easy-to-use handsets, and high-quality customer service. Given its pricing and marketing strategy and the demographics of other, similar MVNOs’ customers, Q LINK anticipates that many of its customers will be from low-income backgrounds and will not previously have enjoyed access to wireless service because of economic constraints, poor credit history, or sporadic employment. Q LINK

⁶ Q LINK was organized in the State of Delaware on August 25, 2011.

does not conduct credit checks or require customers to enter into long-term service contracts as a prerequisite to obtaining wireless service.

By providing affordable wireless plans and quality customer service to consumers who are otherwise unable to afford them, or were previously ignored by traditional carriers, Q LINK will expand the availability of wireless services to many more consumers, which is the principal reason that Congress created the universal service program.

B. Proposed Universal Service Offering

Q LINK has the ability to provide all services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC's Rules (47 C.F.R. § 54.101(a)) throughout Kentucky. Q LINK intends to be a leader in the prepaid marketplace by offering consumers exceptional value and competitive amounts of voice usage at all price points.

The Company's Lifeline service offering will provide customers with the same features and functionalities enjoyed by all other Q LINK prepaid customers, with one notable exception: prepaid Lifeline services will not require payment of an out-of-pocket fee by subscribers, but instead, Q LINK will receive support from the Lifeline program as compensation for providing those services.

Q LINK's Lifeline service offering proposes to give eligible customers three (3) Lifeline Plan choices:

1. Plan 1: 68 Monthly Minutes. Under Plan 1, eligible customers enjoy 68 anytime minutes that rollover and free international long distance.⁷ Text messaging is at the rate of one-third of one minute (3 incoming or outgoing texts = 1 minute of voice).

⁷ If you are on Plan 1, there is no additional charge for international long distance to countries designated at www.qlinkwireless.com.

2. Plan 2: 125 Monthly Minutes. Under Plan 2, eligible customers enjoy 125 anytime minutes that rollover. Text messaging is at the rate of one minute (1 incoming or outgoing text = 1 minute of voice).
3. Plan 3: 250 Monthly Minutes. Under Plan 3, eligible customers enjoy 250 anytime minutes. Minutes do not rollover. Text messaging is at the rate of one minute (1 incoming or outgoing text = 1 minute of voice).

Customers can purchase additional bundles of minutes in denominations as low as \$9.99, \$19.99, \$29.99, and \$59.99.⁸ Airtime replenishment cards will be made available at retail outlets frequented by low-income customers throughout the Company's Service Area. Customers can also add minutes by calling Customer Service or online via the Company's website. In addition to wholly supported voice services, all of Q Link's Lifeline plans will include a free handset and the following Custom Calling features: Caller ID, Call Waiting, and Voicemail. Q LINK does not impose burdensome credit checks or long-term service contracts on its prepaid customers. Customers are not bound by a local calling area requirement; all Q LINK plans come with domestic long distance at no extra per minute charge and exceptional nationwide digital coverage on the Nationwide Sprint Network. Given this nationwide coverage, there is minimal need for roaming. So that customers will not incur unexpected roaming charges, Q LINK blocks roaming ability on its Lifeline handsets. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to Q Link customer service are also free.

⁸ \$9.99 = 50 minutes, \$19.99 = 120 minutes, \$29.99 = 200 minutes, and \$59.99 = 450 minutes.

Attached hereto as Exhibit 2 is a summary table of the Company's proposed Lifeline offering.⁹ As Exhibit 2 demonstrates, the Company's Lifeline offerings will not only allow feature-rich mobile connectivity for qualifying subscribers at no cost to the subscriber, but also will bring a variety of rate plans into the reach of eligible customers that are comparable in minutes and features to those available to post-paid wireless subscribers – but at low Lifeline rates and without a the burden of credit checks or service contracts. Q LINK's prepaid offering will be an attractive alternative for consumers who need the mobility, security, and convenience of a wireless phone, but who are concerned about usage charges or long-term contracts.

C. Plan Enrollment

Customers interested in obtaining information on the Lifeline program will be directed to a toll-free telephone number and to the Company's website, which will contain information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Customers may then request that an enrollment form be mailed to them, or they can download a form from the internet or retrieve a form in person at local kiosks at various retail outlets. The certification forms, a sample of which is attached as Exhibit A of Exhibit 3, the Company's FCC-Approved Compliance Plan, will explain in clear, easily understandable language that:

- (i) Lifeline is a federal benefit;
- (ii) Lifeline service is available for only one line per household;
- (iii) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- (iv) households are not permitted to receive benefits from multiple providers;
- (v) that violation of the one-per-household requirement would constitute a violation of the FCC's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and

⁹ The Company's Lifeline terms and conditions can be found at www.qlinkwireless.com. The Company's retail terms and conditions can also be found at www.qlinkwireless.com.

(vi) a Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.

Q LINK's certification form will also require all consumers, at sign up and annually thereafter, to provide the information and certifications, under penalty of perjury, required by revised CFR § 54.410(d).¹⁰ See Exhibit 3 for more detailed enrollment information. Q LINK will annually re-certify the continued eligibility of all of its subscribers.

D. Prevention of Waste, Fraud and Abuse

Q LINK recognizes the importance of safeguarding the USF. Therefore, the Company has implemented the following 60-day non-usage policy in an effort to avoid waste, fraud, and abuse of the program. Q LINK will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.¹¹ Q LINK will notify its subscribers at service initiation about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.¹² An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; initiates an outbound SMS or data usage; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.¹³ Q LINK will provide the subscriber 30 days' notice, using clear, easily understood language, that the subscriber's failure to use the Lifeline service within the 30-day notice period will result in service termination for

¹⁰ See *Lifeline and Link Up Reform Order* page 227-29.

¹¹ See *Lifeline and Link Up Reform Order* at ¶ 257.

¹² See *id.*

¹³ See *Lifeline and Link Up Reform Order* at ¶ 261.

non-usage; such notice may be given after 30 days of non-usage. Customers that have been deactivated may participate in the Company's Lifeline service in the future by reapplying and re-establishing eligibility.

To further protect the integrity of the USF, Q LINK has contracted with CGM, LLC of Roswell, Georgia, a lifeline service bureau, to edit all subsidy request data. CGM will process and validate the Company's subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from receiving a second lifeline subsidy in that same month; and (2) Inactive lines receiving subsidy: CGM's systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described above, Q LINK ensures that it does not over-request from support funds.

E. The Commission Has Jurisdiction to Designate Wireless ETCs.

Section 214(e)(2) of the Act provides state public utility commissions with the "primary responsibility" for the designation of ETCs.¹⁴ Although Section 332(c)(3)(A) of the Act prohibits states from regulating the entry of or the rates charged by any provider of commercial mobile service or any private mobile service, this prohibition does not allow states to deny wireless carriers ETC status.¹⁵ Therefore, the Commission has the authority to designate Q LINK as an ETC. Under the Act, a state public utility commission with jurisdictional authority over ETC designations must designate a common carrier as an ETC if the carrier satisfies the requirements of Section 214(e)(1). Q LINK recognizes that Section 214(e)(1)(A) of the Act states that ETCs shall offer services, at least in part, over their own facilities and that Section

¹⁴ 47 U.S.C. § 214(e)(2).

¹⁵ See *Federal-State Joint Board on Universal Service, First Report and Order*, 12 FCC Rcd 8776, 8858-59, ¶ 145 (1997) ("USF Order").

54.201(i) of the FCC's Rules (47 C.F.R. § 54.201(i)) prohibits state commissions from designating as an ETC a telecommunications carrier that offers services exclusively through the resale of another carrier's services. However, the FCC recently granted forbearance from enforcement of this facilities requirement to carriers seeking Lifeline-only ETC designation.¹⁶ Section 10(e) of the Act (47 U.S.C. § 160(e)) provides: "[a] State commission may not continue to apply or enforce any provision of this chapter that the [Federal Communications] Commission has determined to forbear from applying under subsection (a) of this section." As such, the Commission is required by Section 10(e) to act in accordance with the FCC's grant of forbearance, and therefore, may not apply the facilities-based requirement to Q LINK. Therefore, the Commission has the authority under Section 214(e)(2) of the Act to grant Q LINK's request for designation as an ETC throughout the Commonwealth of Kentucky.

III. Q LINK SATISFIES THE REQUIREMENTS FOR DESIGNATION AS AN ETC

Section 254(e) of the Act provides that "only an eligible telecommunications carrier designated under section 214(e) shall be eligible to receive specific federal universal service support." Section 214(e)(2) of the Act authorizes state commissions, such as the Commission, to designate ETC status for federal universal service purposes and authorizes the Commission to designate wireless ETCs.¹⁷ Section 214(e)(1) of the Act and Section 54.201(d) of the FCC's rules provide that applicants for ETC designation must be common carriers that will offer all of the services supported by universal service, either using their own facilities or a combination of their own facilities and the resale of another carrier's services, except where the FCC has forborne from the "own facilities" requirement. Applicants also must commit to advertise the

¹⁶ See *Lifeline and Link Up Reform Order* at ¶ 368.

¹⁷ See *USF Order*, 8858-59, ¶ 145.

availability and rates of such services.¹⁸ As detailed below, Q LINK satisfies each of the above-listed requirements.

A. Q LINK Will Provide Service Consistent with the FCC’s Grant of Forbearance from Section 214’s Facilities Requirements

Although Section 214 requires ETCs to provide services using their facilities, at least in part, the FCC has forbore from that requirement with respect to carriers such as Q LINK. In the *Lifeline and Link Up Reform Order*, the FCC granted forbearance from the “own-facilities” requirement contained in Section 214(e)(1)(A) for carriers that are, or seek to become, Lifeline-only ETCs, subject to the following conditions:¹⁹

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan providing specific information regarding the carrier’s service offerings and outlining the measures the carrier will take to implement the obligations contained in this Order as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary.”

Q LINK will avail itself of the FCC’s grant of blanket forbearance. In accordance with the *Lifeline and Link Up Reform Order*, Q LINK’s Compliance Plan was approved by the FCC on August 8, 2012. A copy of its FCC-Approved Compliance Plan is attached hereto as Exhibit 3. Q LINK commits to providing Lifeline service in Kentucky in accordance with the Compliance Plan.

¹⁸ See 47 U.S.C. § 214(e)(1) and 47 C.F.R. § 54.201(d)(2).

¹⁹ See *Lifeline and Link Up Reform Order* at ¶¶ 368, 373 and 379.

B. Q LINK Is a Common Carrier

CMRS providers like Q LINK are treated as common carriers.²⁰

C. Q LINK Will Provide All Required Services and Functionalities

Q LINK is able to provide all of the services and functionalities required by Section 54.101(a) and Section 54.202(a) of the FCC's Rules (47 C.F.R. § 54.101(a) and 47 C.F.R. § 54.202(a)) including the following:

1. Voice Grade Access to the Public Switched Telephone Network

Q LINK provides voice grade access to the public switched telephone network ("PSTN") through the purchase of wholesale CMRS services from Sprint.

2. Local Usage

As part of the voice grade access to the PSTN, an ETC must provide minutes of use for local service at no additional charge to end-users. The FCC has not specified a minimum amount of local usage that an ETC must offer.²¹ Q LINK offers a variety of rate plans that provide its customers with minutes of use for local service at no additional charge.

3. Access to Emergency Services

Q LINK provides 911 and E911 access for all of its customers to the extent the local government in its service area has implemented 911 or E911 systems. Q LINK also complies with the FCC's regulations governing the deployment and availability of E911 compatible handsets.

²⁰ *Implementation of Sections 3(n) and 332 of the Communications Act, Regulatory Treatment of Mobile Services*, GN Docket No. 93-252, Second Report and Order, 9 FCC Rcd 1411, 1425 ¶ 37, 1454-55 ¶ 102 (1994) (wireless resellers are included in the statutory "mobile services" category, and providers of cellular service are common carriers and CMRS providers); 47 U.S.C. § 332(c)(1)(A) ("mobile services" providers are common carriers); *see also PCIA Petition for Forbearance for Broadband PCS*, WT Docket No. 98-100, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 13 FCC Rcd 16857, 16911 ¶ 111 (1998) ("We concluded [in the *Second Report and Order*] that CMRS also includes the following common carrier services: cellular service, ... all mobile telephone services and resellers of such services.").

²¹ *See e.g., In the Matter of Federal-State Joint Board on Universal Service*, Recommended Decision 15 FCC Rcd 7331 (2002).

4. Toll Limitation for Qualified Low-Income Customers

In its *Lifeline and Link Up Reform Order*, the FCC stated that toll limitation would no longer be deemed a supported service.²² “ETCs are not required to offer toll limitation service to low-income consumers if the Lifeline offering provides a set amount of minutes that do not distinguish between toll and non-toll calls.”²³ Nonetheless, Q LINK’s offerings inherently allow Lifeline subscribers to control their usage, as its wireless service is offered on a prepaid, or pay-as-you-go, basis. Q LINK’s service, moreover, is not offered on a distance-sensitive basis and local and domestic long distance minutes are treated the same. Q LINK will not seek reimbursement for toll limitation service.

5. Other Services

While no longer required by 47 C.F.R. § 54.101(a), Q LINK provides dual tone multi-frequency (“DTMF”) signaling to expedite the transmission of call set up and call detail information throughout the network, single party service for the duration of each telephone call and not multi-party (or “party-line”) services, access to operator services, the ability to make interexchange, or long distance, telephone calls, and access to directory assistance services by dialing “411” from the provided wireless handsets.

D. Q LINK Will Advertise the Availability of Supported Services

Q LINK will broadly advertise the availability and rates for the services described above using media of general distribution as required by 47 C.F.R. § 54.201(d)(2) of the FCC’s regulations and the rules adopted by this Commission, and in accordance with the requirements set forth in the *Lifeline and Link Up Reform Order*.²⁴ The Company will advertise its services in

²² See *Lifeline and Link Up Reform Order* at ¶ 367.

²³ See *Lifeline and Link Up Reform Order* at ¶ 49.

²⁴ See *Lifeline and Link Up Reform Order* at Section VII.F.

a manner reasonably designed to reach those likely to qualify for Lifeline service, using many mediums for outreach including internet marketing, television and radio spots, print advertising, direct mailing, and local kiosks in retail outlets. The Company will engage in advertising campaigns specifically targeted to reach those likely to qualify for Lifeline service, promoting the availability of cost-effective wireless services to this neglected consumer segment. Q LINK also intends to promote the availability of its Lifeline offering by distributing brochures at various state and local social service agencies, and may partner with nonprofit assistance organizations in order to inform customers of the availability of its Lifeline service. In addition, Q LINK intends to utilize its network of retail partners to help promote the availability of its Lifeline plans, especially those retail outlets that are frequented by low income consumers. Q LINK will provide retail vendors with signage to be displayed where Company products are sold, and with printed materials describing the Company's Lifeline program.²⁵

Q LINK will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service: (1) the offering is a Lifeline-supported service; (2) only eligible consumers may enroll in the program; (3) the program is limited to one benefit per household, consisting of either wireline or wireless service; and (4) Lifeline is a government benefit program. Q LINK's website and printed collateral will explain the documentation necessary for enrollment, and the details of Q LINK's plans. Such collateral and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.²⁶ For broadcast advertisements and outdoor signs, and any

²⁵ See attached Exhibit B of Exhibit 3, the Company's FCC-Approved Compliance Plan, for a sample advertisement.

²⁶ See *Lifeline and Link Up Reform Order* at ¶ 275.

other situation in which inclusion of documentation information and warnings against willful false statements are not practicable, Q LINK will include the URL link for its website where disclosures will be listed. Additionally, Q LINK will disclose the company name under which it does business and the details of its Lifeline service offerings in any Lifeline-related marketing and advertising.²⁷

As Governor Beshear and the Commission emphasized when proclaiming September 13-19, 2010 as “Lifeline Awareness Week”, statistics suggest there are many eligible customers who are not yet aware of the programs.²⁸ As of December 31, 2010, fewer than 20% of consumers eligible for Lifeline Services in Kentucky were being provided such services.²⁹ Q LINK believes that its advertising and outreach efforts detailed above will result in increased participation in the Lifeline program.

E. Q LINK Requests Designation Throughout Its Service Area in Kentucky

Q LINK is not a rural telephone company as defined in Section 153(37) of the Act (47 U.S.C. § 153(37)). Accordingly, the Company is required to describe the geographic area(s) within which it requests designation as an ETC. Q LINK requests ETC designation in the non-rural exchanges of BellSouth Telecommunications, Inc. dba AT&T-Kentucky, Cincinnati Bell Telephone Company, and Windstream Kentucky East.³⁰

F. Service Commitment Throughout the Proposed Designated Service Area

Q LINK will provide service in Kentucky through a combination of its own facilities and

²⁷ See *id.*

²⁸ See http://psc.ky.gov/agencies/psc/press/092010/0914_r02.PDF

²⁹ See attached Exhibit 4, 2010 Lifeline Participation Rates by State, which was obtained from USAC, an independent not-for-profit corporation designated as the administrator of the federal Universal Service Fund by the FCC. USAC administers USF programs for high cost companies serving rural areas, low-income consumers, rural health care providers, and schools and libraries.

³⁰ A list of wire centers in which the Company requests ETC designation is attached hereto as Exhibit 5.

by reselling service which it obtains from its underlying facilities-based provider. The provider's network is operational and largely built out. Thus, Q LINK will be able to commence offering its Lifeline service to all locations served by its underlying carrier very soon after receiving approval from the Commission. Q LINK commits to comply with the service requirements applicable to the support that it receives.³¹

G. Inapplicability of Five-Year Network Improvement Plan

As set forth in the *Lifeline and Link Up Reform Order*, a common carrier seeking designation as a Lifeline-only ETC is not required to submit a five-year network improvement plan as part of its application for designation as an ETC.³²

H. Ability to Remain Functional in Emergency Situations

In accordance with 47 CFR §54.202(a)(2), Q LINK, through its underlying carrier, has the ability to remain functional in emergency situations. Through its agreement with Sprint, Q LINK provides to its customers the same ability to remain functional in emergency situations as currently provided by the ILECs to their own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, the ability to reroute traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.

I. Commitment to Consumer Protection and Service Quality

Under FCC guidelines, an ETC applicant must demonstrate that it will satisfy applicable consumer protection and service quality standards.³³ The Company commits to satisfying all such applicable state and federal requirements related to consumer protection and service quality

³¹ See *Lifeline and Link Up Reform Order* at page 208, revised § 54.202(a)(1)(i).

³² See *Lifeline and Link Up Reform Order* at ¶ 386.

³³ See 47 C.F.R. § 54.202(a)(3).

standards. Specifically, Q LINK commits to comply with the Cellular Telecommunications and Internet Association's (CTIA) Consumer Code for Wireless Service.

J. Local Usage Requirement

An applicant for ETC designation is no longer required to demonstrate that it offers a local usage plan that is "comparable" to the plan offered by the ILEC in the relevant service territory.³⁴ Nevertheless, not only will the Company's offering be comparable to the underlying ILEC plans, but it also will exceed them in several respects. Q LINK will offer customers a certain amount of service free of charge. In contrast to the ILEC plans, which contain relatively small local calling areas, Q LINK customers can use these free minutes to place calls statewide (and even nationwide) because Q LINK does not constrict customers' use by imposing a local calling area requirement. Q LINK will also provide Lifeline customers with E911 capabilities and access to voice mail, caller I.D., and call waiting services at no cost. The very nature of the wireless phone, i.e. mobility, has a tremendous benefit to many consumers, a benefit to which a monetary value cannot be easily assigned.

K. Equal Access Requirement

The FCC's Rules no longer require an applicant for ETC status to acknowledge that the FCC may require it to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the service area.³⁵

L. Q LINK is Financially and Technically Capable

Q LINK is financially and technically capable of providing Lifeline-supported services.³⁶ Q LINK will provide service to both Lifeline and non-Lifeline customers. Q LINK intends to

³⁴ See *Lifeline and Link Up Reform Order* at page 208, revised § 54.202(a).

³⁵ See *id.*

³⁶ See *Lifeline and Link Up Reform Order* at ¶ 387.

launch its retail and Lifeline wireless service simultaneously. Q LINK is already designated as an ETC in Colorado, Maryland, and Wisconsin and expects to begin provision of wireless services in these states by the end of this year. Q LINK has not been subject to enforcement action or ETC revocation proceedings in any state. Q LINK is financially able to provide Lifeline-supported services; the Company does not, and does not intend to, offer exclusively Lifeline-supported services—and is therefore not exclusively dependent on USAC for its revenue. Q LINK is fully capable of honoring all its service obligations to customers and regulatory obligations to state and federal regulators. Furthermore, the senior management of Q LINK has great depth in the telecommunications industry with over 80 years of combined experience and offers extensive telecommunications business technical and managerial expertise to the Company.³⁷ Q LINK will be providing resold wireless service, and therefore will also rely upon the managerial and technical expertise of its underlying carrier.

M. Q LINK Will Comply with Certification and Verification Requirements

Section 54.410 of the FCC's Rules requires ETCs to certify and verify a Lifeline customer's initial and continued eligibility. Q LINK will certify and verify consumer eligibility in accordance with the FCC's requirements, as revised in the *Lifeline and Link Up Reform Order*,³⁸ and applicable Commission rules.

N. Q LINK Will Comply With All Regulations Imposed By The Commission

By this Petition, Q LINK hereby asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon the Company's provision of service contemplated by this Petition. Upon Commission request, Q LINK is prepared to answer questions or present additional testimony or other evidence about its services within the

³⁷ See Exhibit D of Exhibit 3, the Company's FCC-Approved Compliance Plan, for key management resumes.

³⁸ See *Lifeline and Link Up Reform Order* at section VI.C.2(a-b).

state. The Company will remit all applicable surcharges on behalf of its Kentucky customers, including the statewide wireless 911 fee and the Kentucky Universal Service Fund, Kentucky Telecommunications Relay Service and the Kentucky Telecommunications Access Program surcharges. Q LINK's account is current with the Universal Service Administrative Company in regards to universal service contributions. The Company is aware that there may be an audit of the use of universal service funds and that the eligible telecommunications service designation is reviewed annually by state commissions.

IV. DESIGNATION OF Q LINK AS AN ETC WOULD PROMOTE THE PUBLIC INTEREST

One of the principal goals of the Act, as amended by the Telecommunications Act of 1996, is “to secure lower prices and higher quality services for American telecommunications consumers and encourage the rapid deployment of new telecommunications technologies” to all citizens, regardless of geographic location or income.³⁹ There is no question that designation of Q LINK as an ETC in Kentucky will further the public interest by providing Kentucky consumers, especially low-income consumers, with lower prices and higher quality services. Many eligible customers in Kentucky have yet to reap the full benefits of the intensely competitive wireless market. Whether because of financial constraints, poor credit history or intermittent employment, these consumers often lack the countless choices available to most consumers.

The instant request for ETC designation must be examined in light of the Act's goal of providing low-income consumers with access to telecommunications services. The primary purpose of universal service is to ensure that consumers—particularly low-income consumers—receive affordable and comparable telecommunications services. Given this context, designating

³⁹ *Telecommunications Act of 1996*, Pub. L. No. 104-104, 110 Stat. 56.

Q LINK as an ETC would significantly benefit low-income consumers eligible for Lifeline services in the Commonwealth of Kentucky—the intended beneficiaries of universal service.

The public interest benefits of the Company’s wireless service include larger local calling areas (as compared to traditional wireline carriers), the convenience and security afforded by mobile telephone service, the opportunity for customers to control cost by receiving a preset amount of monthly airtime at no charge, the ability to purchase additional usage at flexible and affordable amounts in the event that included usage has been exhausted, 911 service and, where available, E911 service in accordance with current FCC requirements. The Company’s Lifeline customers will receive the same high-quality wireless services and exceptional customer service provided to all Company customers. Q LINK’s Lifeline rate plans will not only allow feature-rich mobile connectivity for qualifying subscribers at no cost to the subscriber, but also will bring a variety of rate plans into the reach of Lifeline customers that are comparable in minutes and features to those available to post-paid wireless subscribers – but at low Lifeline rates and without the burden of credit checks or contracts.

Q LINK’s Lifeline program will provide low-income Kentucky residents with the convenience and security offered by wireless services—even if their financial position deteriorates. The economic circumstances indicate that low-income individuals, now more than ever, can greatly benefit from the advantages offered by the Company’s Lifeline service, thus allowing those adversely impacted by the failing economy or job loss to have access to a free wireless service to assist in emergency situations, facilitate job search efforts, and to maintain contact with family members.

It is also a commonly accepted fact that in today’s market all consumers, including qualified Lifeline customers, view the portability and convenience of wireless service not as a

luxury, but as a necessity. Mobile service allows children to reach their parents, wherever they may be, allows a person seeking employment the ability to be contacted by potential employers, and provides end users with the ability to contact emergency service providers, regardless of location. Providing Q LINK with the authority necessary to offer discounted Lifeline services to those most in danger of losing wireless service altogether undoubtedly promotes the public interest.

Moreover, grant of Q LINK's Petition will serve the public interest in increasing the number of ETCs in Kentucky. By granting ETC status to Q LINK, the Commission will enable Q LINK to increase the number of Kentucky residents receiving Lifeline support, thereby increasing the amount of USF money flowing into Kentucky. In sum, ETC designation in the Commonwealth of Kentucky would enable Q LINK to provide all of the public benefits cited by the FCC in its analysis in the *Virgin Mobile Order*. Namely, Q LINK would provide "increased consumer choice, high-quality service offerings, and mobility,"⁴⁰ as well as the safety and security of effective 911 and E911 services.⁴¹

A. The Benefits of Competitive Choice

The benefits to consumers of being able to choose from among a variety of telecommunications service providers have been acknowledged by the FCC for more than three decades.⁴² Designation of Q LINK as an ETC will promote competition and innovation, and spur other carriers to target low-income consumers with service offerings tailored to their needs and to improve their existing networks to remain competitive, resulting in improved services to consumers. Designation of Q LINK as an ETC will help assure that quality services are available

⁴⁰ See *Virgin Mobile Order*, 24 FCC Rcd at 3395 ¶ 38.

⁴¹ See *Id.* at 3391 ¶ 23.

⁴² See, e.g., *Specialized Common Carrier Services*, 29 FCC Rcd 870 (1971).

at “just, reasonable, and affordable rates” as envisioned in the Act.⁴³ Introducing Q LINK into the market as an additional wireless ETC provider will afford low income Kentucky residents a wider choice of providers and available services while creating a competitive marketplace as ETCs compete for a finite number of Lifeline-eligible customers. Increasing the competitive marketplace of providers has the potential to effectively increase the penetration rate and reduce the number of individuals not connected to the PSTN.

B. Impact on the Universal Service Fund

With Lifeline, ETCs only receive support for customers they obtain. The amount of support available to an eligible subscriber is exactly the same whether the support is given through a company such as Q LINK or the Incumbent LEC operating in the same service area. Q LINK will only increase the amount of USF Lifeline funding in situations where it obtains Lifeline customers not enrolled in another ETC’s Lifeline program. By implementing the safeguards set forth in the *Lifeline and Link Up Reform Order*, Q LINK will minimize the likelihood that its customers are not eligible or are receiving duplicative support either individually or within their household. Significantly, the Company’s designation as an ETC will not increase the number of persons eligible for Lifeline support. Q LINK’s ability to increase the Lifeline participation rate of qualified low-income individuals will further the goal of Congress to provide all individuals with affordable access to telecommunications service, and thus any incremental increases in Lifeline expenditures are far outweighed by the significant public interest benefits of expanding the availability of affordable wireless services to low-income consumers. According to the FCC, “the additional choice and service options of another wireless reseller offering a service for low-income consumers represents a significant benefit for

⁴³ See 47 U.S.C. § 254(b)(1).

consumers and is in the public interest,” and “A new entrant should incent existing wireless reseller ETCs to offer better service and terms to their customers, which provides additional evidence that forbearance in the context of the Lifeline program outweighs the potential costs.”⁴⁴

V. ANTI-DRUG ABUSE CERTIFICATION

Q LINK certifies that no party to this Petition is subject to denial of federal benefits, including FCC benefits, pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988.

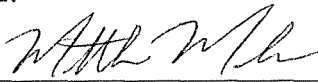
⁴⁴ See *Petition of i-wireless, LLC for Forbearance from 47 U.S.C § 214(e)(1)(A)*, Order, FCC 10-117 (rel. June 25, 2010) at ¶ 19.

VI. CONCLUSION

Based on the foregoing, designation of Q LINK as an ETC in the Commonwealth of Kentucky accords with the requirements of Section 214(e)(2) of the Act and is in the public interest.

WHEREFORE, Q LINK respectfully requests that the Commission promptly designate Q LINK as an ETC in the Commonwealth of Kentucky.

Respectfully submitted this 22nd day of October,
2012.

By: 

Matthew Malone
Hurt, Crosbie & May, PLLC
127 W. Main Street
Lexington, Kentucky 40507
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(859) 254-4763 (Fax)
E-Mail: mmalone@hcm-law.com

Attorneys for Q LINK WIRELESS LLC

EXHIBIT 1

**Certification of Issa Asad, Managing Member of QUADRANT HOLDINGS GROUP
LLC, Managing Member of Q LINK WIRELESS LLC**

State of Florida)
County of Broward)

Certification


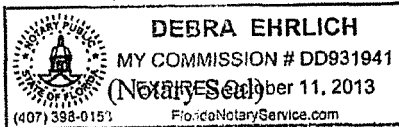
Personally appeared before the undersigned, an officer duly authorized to administer oaths, I, Issa Asad, first being duly sworn, depose and state that I am the Managing Member of QUADRANT HOLDINGS GROUP LLC, Managing Member of Q LINK WIRELESS LLC, Applicant in this Application, and have read the same and knows the contents thereof, and confirm that the statements made herein are within my personal knowledge.

Dated: 10/15/2012



Issa Asad
Managing Member of QUADRANT HOLDINGS GROUP LLC,
Managing Member of Q LINK WIRELESS LLC

Subscribed and sworn to before me this 15 day of October 2012.



(Signature of person authorized to administer oath)

My Commission Expires: October 11, 2013

EXHIBIT 2

Proposed Lifeline Offering

Lifeline Service Rates

Plan 1: 68 Monthly Minutes Plan*

68 anytime minutes per month

(texts are one-third of one minute, i.e. 3 texts = 1 minute)

Net cost to Lifeline customer: **\$0 (free)**

*This package includes:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free Voicemail, Caller-ID, and Call Waiting
- 68 anytime minutes (unused minutes rollover)
- Free Domestic Long Distance
- Free International Long Distance to countries designated at www.qlinkwireless.com (listed below)

Plan 2: 125 Monthly Minutes Plan*

125 anytime minutes per month

(texts are one minute, i.e. 1 text = 1 minute)

Net cost to Lifeline customer: **\$0 (free)**

*This package includes:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free Voicemail, Caller-ID, and Call Waiting
- 125 anytime minutes (unused minutes rollover)
- Free Domestic Long Distance

Plan 3: 250 Monthly Minutes Plan*

250 anytime minutes per month

(texts are one minute, i.e. 1 text = 1 minute)

Net cost to Lifeline customer: **\$0 (free)**

*This package includes:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free Voicemail, Caller-ID, and Call Waiting
- 250 anytime minutes (unused minutes *do not* rollover)
- Free Domestic Long Distance

International Long Distance

Free International Calling Destinations on the 68 Monthly Minutes Plan

(Certain special or off-network locations may be excluded from the Free International Long Distance. Calls to cellular phones are not included unless the word "Cellular" is specifically listed next to the country name. Numbers in parentheses () indicate the Country Code.)

Albania-Tirana (355)	France (33)	Mexico (52)
Andorra (376)	French Antilles (594)	Monaco (377)
Argentina (54)	French Guiana-Cellular (594)	Netherlands (31)
Australia (61)	French Guiana (594)	New Zealand (64)
Austria (43)	Georgia (995)	Norway (47)
Bahamas-Cellular (1)	Germany (49)	Panama (507)
Bahamas (1)	Gibraltar (350)	Paraguay (595)
Bangladesh-Cellular (880)	Greece (30)	Peru (51)
Bangladesh-Chittagong (880)	Guadeloupe (590)	Poland (48)
Bangladesh-Dhaka (880)	Guatemala-Telgua (502)	Portugal (351)
Bangladesh-Sylhet (880)	Hong Kong-Cellular (852)	Romania (40)
Belgium (32)	Hong Kong (852)	Russia-Cellular (7)
Bermuda-Cellular (1)	Hungary (36)	Russia (7)
Bermuda (1)	Iceland (354)	San Marino-Cellular (378)
Bolivia-La Paz (591)	India-Cellular (91)	San Marino (378)
Bolivia-Santa Cruz (591)	India (91)	Saudi Arabia-Riyadh (966)
Brazil (55)	Indonesia-Cellular (62)	Singapore-Cellular (65)
Brunei-Cellular (673)	Indonesia-Jakarta (62)	Singapore (65)
Brunei (673)	Indonesia-Surabaya (62)	Slovakia (421)
Bulgaria (359)	Iraq-Baghdad (964)	Slovenia (386)
Canada-Cellular (1)	Ireland (353)	South Korea-Cellular (82)
Canada (1)	Israel (972)	South Korea (82)
Chile (56)	Italy (39)	Spain (34)
China-Cellular (86)	Japan (81)	Sweden (46)
China (86)	Jordan (962)	Switzerland (41)
Columbia-Cellular (57)	Kazakhstan (7)	Taiwan-Cellular (886)
Columbia (57)	Kenya-Nairobi (254)	Taiwan (866)
Costa Rica (506)	Lithuania (370)	Thailand (66)
Croatia (585)	Luxembourg-Cellular (352)	Turkey (90)
Cyprus-Cellular (357)	Luxembourg (352)	United Kingdom (44)
Cyprus (357)	Macao-Cellular (853)	Uzbekistan (7)
Czech Republic (420)	Macao (853)	Venezuela (58)
Denmark (45)	Malaysia-Cellular (60)	Vietnam-Ho Chi Minh City (84)
Dominican Republic (1)	Malaysia (60)	Zambia (260)
Estonia (372)	Malta (356)	
Finland (358)		

EXHIBIT 3

FCC-Approved Compliance Plan



PUBLIC NOTICE

Federal Communications Commission
445 12th St., S.W.
Washington, D.C. 20554

News Media Information 202 / 418-0500
Internet: <http://www.fcc.gov>
TTY: 1-888-835-5322

DA 12-1286

Release Date: August 8, 2012

WIRELINE COMPETITION BUREAU APPROVES THE COMPLIANCE PLANS OF BIRCH COMMUNICATIONS, BOOMERANG WIRELESS, IM TELECOM, Q LINK WIRELESS AND TAG MOBILE

WC Docket Nos. 09-197 and 11-42

The Wireline Competition Bureau (Bureau) approves the compliance plans of five carriers: Birch Communications, Inc. (Birch); Boomerang Wireless, LLC (Boomerang); IM Telecom, LLC (IM); Q Link Wireless, LLC (Q Link); and TAG Mobile, LLC (TAG). The compliance plans were filed pursuant to the *Lifeline Reform Order* as a condition of obtaining forbearance from the facilities requirement of the Communications Act of 1934, as amended (the Act), for the provision of Lifeline service.¹

The Act provides that in order to be designated as an eligible telecommunications carrier for the purpose of universal service support, a carrier must “offer the services that are supported by Federal universal service support mechanisms . . . either using its own facilities or a combination of its own facilities and resale of another carrier’s services”² The Commission recently amended its rules to define voice telephony as the supported service and removed directory assistance and operator services, among other things, from the list of supported services.³ As a result of these amendments, many Lifeline-only ETCs that previously met the facilities requirement by providing operator services, directory assistance or other previously supported services no longer meet the facilities requirement of the Act.⁴ In the *Lifeline Reform Order*, the Commission found that a grant of blanket forbearance of the facilities requirement, subject to certain public safety and compliance obligations, is appropriate for carriers

¹ See *Lifeline and Link Up Reform and Modernization et al*, WC Docket No. 11-42 *et al*, Report and Order and Further Notice of Proposed Rulemaking, 27 FCC Rcd 6656, 6816-17 at paras. 379-380 (2012) (*Lifeline Reform Order*). A list of the compliance plans approved through this Public Notice can be found in the Appendix to this Public Notice.

² 47 U.S.C. § 214(e)(1)(A).

³ See *Connect America Fund*, WC Docket No. 10-90 *et al*, Report and Order and Further Notice of Proposed Rulemaking, 26 FCC Rcd 17663, 17692-93, paras. 77-78, 80 (2011); *pets. for review pending sub nom. In re: FCC 11-161*, No. 11-9900 (10th Cir. filed Dec. 8, 2011); *Connect America Fund*, WC Docket No. 10-90 *et al*, Order on Reconsideration, 26 FCC Rcd 17633, 17634-35, para. 4 (2011) (*USF/ICC Transformation Order on Reconsideration*).

⁴ See *Lifeline Reform Order*, 27 FCC Rcd 6812, at para. 366, App. A; *USF/ICC Transformation Order on Reconsideration* at para. 4. Some ETCs have included language in their compliance plans indicating that they have facilities or plan to acquire facilities in the future. See, e.g., Blanket Forbearance Compliance Plan, WC Docket Nos. 09-197 and 11-42, Q Link Wireless, LLC’s Third Amended Compliance Plan at 4 n. 2 (filed July 30, 2012). To the extent ETCs seek to avail themselves of the conditional forbearance relief established in the *Lifeline Reform Order*, we presume they lack facilities to provide the supported service under section 54.101 and 54.401 of the Commission’s rules. See 47 C.F.R. §§ 54.101 and 54.401. Such ETCs must comply with the compliance plan approved herein in each state or territory where they are designated as an ETC, regardless of their claim of facilities for other purposes, such as eligibility for state universal service funding.

seeking to provide Lifeline-only service.⁵ Therefore, in the *Lifeline Reform Order*, the Commission conditionally granted forbearance from the Act's facilities requirement to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 (E911) public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the *Order*.⁶

The Bureau has reviewed the five plans listed in the Appendix for compliance with the conditions of the *Lifeline Reform Order*, and now approves those five compliance plans.⁷

Filings, including the Compliance Plans identified in the Appendix, and comments are available for public inspection and copying during regular business hours at the FCC Reference Information Center, Portals II, 445 12th Street, S.W., Room CY-A257, Washington, D.C. 20554. They may also be purchased from the Commission's duplicating contractor, Best Copy and Printing, Inc., Portals II, 445 12th Street, S.W., Room CY-B402, Washington, D.C. 20554, telephone: (202) 488-5300, fax: (202) 448-5563, or via email www.bcpweb.com.

People with Disabilities: To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), send an email to fcc504@fcc.gov or call the Consumer & Governmental Affairs Bureau at (202) 418-7400 or TTY (202) 418-0484.

For further information, please contact Divya Shenoy, Telecommunications Access Policy Division, Wireline Competition Bureau at (202) 418-7400 or TTY (202) 418-0484.

- FCC -

⁵ See *Lifeline Reform Order*, 27 FCC Rcd 6813-6817 at paras. 368-381.

⁶ See *id.* at paras. 373 and 389. Subsequently, the Bureau provided guidance for carriers submitting compliance plans pursuant to the *Lifeline Reform Order*. *Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the Lifeline Reform Order*, WC Docket Nos. 09-197 and 11-42, Public Notice, 27 FCC Rcd 2186 (Wireline Comp. Bur. 2012).

⁷ The Commission has not acted on any pending ETC petitions filed by these carriers, and this Public Notice only approves the compliance plans of the carriers listed above. While these compliance plans contain information on each carrier's Lifeline offering, we leave it to the designating authority to determine whether or not the carrier's Lifeline offerings are sufficient to serve consumers. See *Lifeline Reform Order*, 27 FCC Rcd 6679-80, 6818-19 at paras. 50 and 387.

APPENDIX

Petitioner	Compliance Plans As Captioned by Petitioner	Date of Filing	Docket Numbers
Birch Communications, Inc.	Further Amended Compliance Plan of Birch Communications, Inc.	July 2, 2012	09-197; 11-42
Boomerang Wireless, LLC	Boomerang Wireless, LLC Revised Compliance Plan	July 26, 2012	09-197; 11-42
IM Telecom, LLC	IM Telecom, LLC d/b/a Infiniti Mobile Compliance Plan	July 5, 2012	09-197; 11-42
Q Link Wireless, LLC	Q Link Wireless, LLC's Third Amended Compliance Plan	July 30, 2012	09-197; 11-42
TAG Mobile, LLC	TAG Mobile, LLC Compliance Plan	July 26, 2012	09-197; 11-42

Your submission has been accepted

ECFS Filing Receipt - Confirmation number: 2012730919198		
Proceedings		
Name	Subject	
09-197	Telecommunications Carriers Eligible to Receive Universal Service Support	
11-42	In the Matter of Federal-State Joint Board on Universal Service Lifeline and Link Up Lifeline and Link Up Reform and Modernization.	
Contact Info		
Name of Filer: Q LINK WIRELESS LLC		
Email Address: lsteinhart@telecomcounsel.com		
Attorney/Author Name: Lance J.M. Steinhart		
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Address Line 2: Suite 150		
City: Alpharetta		
State: GEORGIA		
Zip: 30005		
Details		
Small Business Impact: NO		
Type of Filing: AMENDMENT		
Document(s)		
File Name	Custom Description	Size
FCC Amend3 Compliance Plan Filing_public.pdf	Q LINK WIRELESS LLC's Third Amended Compliance Plan	4 MB
Disclaimer		
<p>This confirmation verifies that ECFS has received and accepted your filing. However, your filing will be rejected by ECFS if it contains macros, passwords, redlining, read-only formatting, a virus, or automated links to other documents.</p> <p>Filings are generally processed and made available for online viewing within one business day of receipt. You may use the link below to check on the status of your filing: http://apps.fcc.gov/ecfs/comment/confirm?confirmation=2012730919198</p> <p>For any problems please contact the Help Desk at 202-418-0193.</p>		

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July 30, 2012

VIA ECFS

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

Re: Q LINK WIRELESS LLC
Compliance Plan
WC Docket No. 09-197 & WC Docket No. 11-42

Dear Ms. Dortch:

Pursuant to the Federal Communications Commission Order *In the Matter of Lifeline and Link Up Reform and Modernization* released February 6, 2012, attached please find Q LINK WIRELESS LLC's ("Q LINK") Third Amended Compliance Plan. This Third Amended Compliance Plan replaces in its entirety Q LINK's Second Amended Compliance Plan filed April 12, 2012 and all other Compliance Plans previously filed by Q LINK.

Please be advised that Exhibit C Financial Statements are CONFIDENTIAL and PROPRIETARY.

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

Respectfully submitted,

/s/ LANCE STEINHART

Lance J.M. Steinhart
Attorney for Q LINK WIRELESS LLC

Attachments

cc: Issa Asad

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

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

Q LINK WIRELESS LLC'S THIRD AMENDED COMPLIANCE PLAN

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

Attorney for Q LINK WIRELESS LLC

July 30, 2012

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

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

Q LINK WIRELESS LLC'S THIRD AMENDED COMPLIANCE PLAN

I. INTRODUCTION

Q LINK WIRELESS LLC (“Q LINK” or the “Company”) is a prepaid wireless telecommunications carrier seeking designation as an Eligible Telecommunications Carrier (“ETC”) solely for the purpose of participating in the Lifeline program. Although Section 214(e)(1)(A) of the Act requires an ETC to offer USF-supported services to some extent over its own facilities, the Federal Communications Commission (“FCC” or “Commission”) has forbore from that requirement for carriers that are, or seek to become, Lifeline-only ETCs.¹ Q LINK will avail itself of the FCC’s conditional grant of forbearance and, by its attorney, hereby files its Third Amended Compliance Plan outlining the measures it will take to implement the conditions of forbearance outlined in the *Order*.² This Third Amended Compliance Plan replaces in its entirety Q LINK’s Second Amended Compliance Plan filed on April 12, 2012, and all other Compliance Plans

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

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

previously filed by the Company. Given the severe economic environment that is forcing many low-income customers to forego wireless service, Q LINK respectfully requests expeditious approval of this plan so that the Company, upon designation as an ETC, may quickly deploy much-needed Lifeline services to qualified low-income customers.

II. BACKGROUND

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

(1) the carrier must comply with certain 911 requirements [(a) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; (b) providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services; and (c) complying with conditions (a) and (b) starting on the effective date of this Order]; and

(2) the carrier must file, and the Bureau must approve, a compliance plan that: (a) outlines the measures the carrier will take to implement the obligations contained in this Order, including but not limited to the procedures the ETC follows in enrolling a subscriber in Lifeline and submitting for reimbursement for that subscriber from the Fund, materials related to initial and ongoing certifications and sample marketing materials, as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary; and (b) provides a detailed description of how the carrier offers service, the geographic areas in which it offers service, and a description of the carrier’s various Lifeline service plan offerings, including subscriber rates, number of minutes included and types of plans available.

III. Q LINK WILL COMPLY WITH THE REQUIREMENTS SET FORTH IN THE ORDER

Q LINK will comply with all conditions set forth in the *Order*, the provisions of this Compliance Plan, and all laws and regulations governing its provision of Lifeline-supported prepaid wireless service to customers throughout the United States.

³ See *Order* at ¶¶ 368, 373 and 379.

A. Access to 911 and E911 Services

In the *Order*, the Commission requires Q LINK to provide its Lifeline customers with access to 911 and E911 services, regardless of activation status and availability of minutes.⁴ The Commission and consumers are hereby assured that all Q LINK customers will have available access to emergency calling services at the time that Lifeline service is initiated, and that such 911 and E911 access will be available from Q LINK handsets even if the account associated with the handset has no minutes remaining.

B. E911-Compliant Handsets

The Commission also conditioned its grant of forbearance determination on Q LINK providing only E911-compliant handsets to its Lifeline customers.⁵ Q LINK will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing Q LINK customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911-compliant handset at no charge to the customer. Any new customer that qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911-compliant handset as well, free of charge.

C. Consumer Eligibility and Enrollment

Q LINK will certify and verify consumer eligibility for Lifeline in accordance with the requirements set forth in the *Order*. In instances where a state agency or third-party administrator is responsible for the initial determination and annual recertification of consumer eligibility, Q LINK will rely on the state identification or database.⁶ In instances where Q LINK is responsible for the initial determination and annual recertification of consumer eligibility, the Company will follow the procedures set forth below.

⁴ See *Order* at ¶ 373.

⁵ See *id.*

⁶ See *Order* at ¶ 98.

1. One-Per-Household

Q LINK understands that Lifeline is limited to a single subscription per household, and that the Commission has defined household as “any individual or group of individuals who are living together at the same address as one economic unit.”⁷ Upon receiving an application for Lifeline support, Q LINK will check the duplicates database, once in place, to determine whether an individual at the applicant’s residential address is currently receiving Lifeline-supported service. Q LINK will also search its own internal database of active customers, real-time, pre-sale, to ensure that it does not already provide Lifeline-supported service to someone at that residential address.

If Q LINK determines that an individual at the applicant’s address is currently receiving Lifeline-supported service, Q LINK will take an additional step to ensure that the applicant and the current subscriber are part of different households. To enable applicants to make this demonstration, Q LINK will require applicants to complete and submit to the Company USAC’s one-per-household template, which will contain the following: (1) an explanation of the Commission’s one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant’s household and share in the household’s expenses or benefit from the applicant’s income; and (4) the penalty for a consumer’s failure to make the required one-per-household certification (i.e., de-enrollment).⁸ Q LINK will deny the Lifeline application of any individual residing at the same address as a current Lifeline subscriber who is part of the same household, and will advise the applicant of the basis for the denial.

⁷ See Order at ¶ 74.

⁸ See Order at ¶ 78.

On its application certification forms, a sample of which is attached as Exhibit A,⁹ Q LINK will obtain a consumer's permanent residential address (which cannot be a P.O. Box or General Delivery address), unless they only have a temporary address, and, if different, a billing address for the service (which may include a P.O. Box or General Delivery address).¹⁰ Q LINK will inquire on its certification forms whether or not the address provided is temporary.¹¹ If so, Q LINK will notify the consumer that the Company will contact the consumer every 90 days, by phone or text, to verify that he or she continues to rely on that address, and that if the consumer fails to respond within 30 days of Q LINK's attempt to verify the temporary address, he or she will be de-enrolled from the Lifeline program. Also on its certification forms, Q LINK will explain that if the subscriber moves, they must provide their new address to the Company within 30 days of moving.¹² If the subscriber has moved, Q LINK will update the duplicates database, once in place, with the information within 10 business days of receipt of the information.¹³

As detailed below, Q LINK's certification form will clearly explain the one-per-household requirement and all consumers must certify that they receive Lifeline support for a single subscription per household.

2. Initial and Annual Certification

Consumers will be signed up in person or directed, via company literature or advertising, to a toll-free telephone number and to the Company website, which will provide information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Q LINK's application form will identify that it is a "Lifeline"

⁹ See Exhibit A. The sample certification form remains subject to change, but substantially reflects the content of the Company's application.

¹⁰ See Order at ¶ 85.

¹¹ See Order at ¶ 89.

¹² See Order at ¶ 85.

¹³ See *id.*

application. Q LINK will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, that interacts with actual or prospective customers with respect to obtaining, changing, or terminating Lifeline services.

Q LINK's initial and annual certification forms will conform to the list of requirements provided in the *Order*, Appendix C and with C.F.R. § 54.410(d), as amended. Q LINK's Lifeline certification forms will require each prospective subscriber to provide the following information:

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

The certification forms will also explain in clear, easily understandable language that:

- (i) Lifeline is a federal government benefit;
- (ii) Lifeline service is available for only one line per household;
- (iii) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses;
- (iv) households are not permitted to receive benefits from multiple providers;
- (v) that violation of the one-per-household requirement would constitute a violation of the Commission's rules and would result in the consumer's de-enrollment from the program, and potentially, prosecution by the United States government; and
- (vi) a Lifeline subscriber may not transfer his or her service to any other individual, including another eligible low-income consumer.

Q LINK will require all consumers, at sign up and annually thereafter, to certify under penalty of perjury that:

- (i) The subscriber meets the income-based or program-based eligibility criteria for receiving Lifeline, provided in § 54.409;

- (ii) The subscriber will notify the carrier within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline including, as relevant, if the subscriber no longer meets the income-based or program-based criteria for receiving Lifeline support, the subscriber is receiving more than one Lifeline benefit, or another member of the subscriber's household is receiving a Lifeline benefit.
- (iii) If the subscriber is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands, as defined in 54.400(e);
- (iv) If the subscriber moves to a new address, he or she will provide that new address to the eligible telecommunications carrier within 30 days;
- (v) If the subscriber provided a temporary residential address, he or she will be required to verify his or her temporary residential address every 90 days;
- (vi) The subscriber's household will receive only one Lifeline service and, to the best of his or her knowledge, the subscriber's household is not already receiving a Lifeline service;
- (vii) The information contained in the subscriber's certification form is true and correct to the best of his or her knowledge,
- (viii) The subscriber acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law; and
- (ix) The subscriber acknowledges that the subscriber may be required to re-certify his or her continued eligibility for Lifeline at any time, and the subscriber's failure to re-certify as to his or her continued eligibility will result in de-enrollment and the termination of the subscriber's Lifeline benefits pursuant to § 54.405(e)(4).

Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements. Q LINK will verbally explain the certifications to consumers. With respect to those enrolling via the Internet, Q LINK will highlight the certifications that are required, for example, by requiring consumers to acknowledge each certification before moving on to the next field.¹⁴ Consumers must return a signed application and support documentation to the Company by mail, fax, email, kiosk scan, or other electronic transmission. The Company will accept electronic signatures, including Interactive Voice Response (IVR) recordings, which meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 USC 7001-7006.¹⁵

Q LINK will determine eligibility, at a minimum, utilizing the income and program criteria currently utilized by federal default states (47 C.F.R. § 54.409(a), (b)), as well as any

¹⁴ See *Order* at ¶ 123.

¹⁵ See *Order* at ¶ 168.

additional state-specific criteria. Prior to enrolling a new subscriber, Q LINK will check the eligibility of applicants first by accessing state or federal social services electronic eligibility databases, where available.¹⁶ If a database is used to establish eligibility, Q LINK will not require documentation of the applicant's participation in a qualifying federal program; instead, Q LINK or its representative will note in its records what specific data was relied upon to confirm the applicant's initial eligibility for Lifeline.¹⁷ However, in states where there is no state administrator, the state commission or other state agency is not making eligibility determinations, and there is no automated means for Q LINK to check electronic databases for eligibility, Q LINK will review documentation to determine eligibility for new subscribers until such time as a qualifying eligibility database is available.¹⁸ Q LINK will require acceptable documentation both for income eligibility and program eligibility. The Company will not retain copies of the documentation but rather will establish policies and procedures to review such documentation and keep accurate records detailing how the applicant demonstrated his or her eligibility.¹⁹ Q LINK understands that it may permit agents or representatives to review documentation of consumer program eligibility for Lifeline, and in such cases Q LINK remains liable for ensuring the agent or representative's compliance with the Lifeline program rules.²⁰

3. Annual Re-Certification

Q LINK understands that it must re-certify the eligibility of its entire Lifeline subscriber base as of June 1, 2012 by the end of 2012 and report the results to USAC by January 31, 2013, and the Company may elect to perform this re-certification on a rolling basis throughout the

¹⁶ See Order at ¶ 97.

¹⁷ See Order at ¶ 98.

¹⁸ See Order at ¶ 99.

¹⁹ See Order at ¶ 101.

²⁰ See Order at ¶ 110.

year.²¹ By December 31, 2012, Q LINK will re-certify the continued eligibility of all of its subscribers by contacting them – either in person, in writing, by phone, by text message, by email, or otherwise through the Internet – to confirm their continued eligibility.²² The re-certification notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Q LINK. Q LINK will obtain a signed certification from the subscriber that meets the certification requirements of 47 C.F.R. § 54.410(d), as amended, as detailed in section C.2 above. The Company will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Q LINK understands that such certifications may be obtained through a written format, an IVR system, or a text message, and will use one or more of such options for its certifications.²³

Alternatively, where a database containing consumer eligibility data is available, Q LINK (or state agency or third-party, where applicable) will instead query the database by the end of 2012 and maintain a record of what specific data was used to re-certify eligibility and the date of re-certification. If a subscriber's address cannot be verified through the state data, Q LINK will contact the subscriber during the annual certification process to obtain a valid address.²⁴ After 2012, Q LINK will continue to annually certify the continued eligibility of its entire subscriber base, either by accessing a qualifying database, or by electing to have USAC administer the self-certification process on the Company's behalf.²⁵

Q LINK will certify its compliance with Commission rules on an annual Lifeline eligible telecommunications carrier certification form and when submitting FCC Forms 497 to USAC for

²¹ See Order at ¶ 130.

²² See *id.*

²³ See Order at ¶ 132.

²⁴ See Order at ¶ 131.

²⁵ See Order at ¶ 133.

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

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

(2) that the Company is in compliance with all federal Lifeline certification procedures.²⁶

In addition, Q LINK will certify when seeking reimbursement that the Company has obtained a valid certification form for each customer for whom the Company seeks Lifeline reimbursement.²⁷

D. Additional Reforms to Eliminate Waste, Fraud and Abuse

Q LINK shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that the procedures it will implement will prevent Company customers from engaging in such abuse of the program, inadvertently or intentionally. In an effort to prevent waste, fraud, and abuse, Q LINK has implemented procedures to identify and prevent fraud. The goals are to ensure integrity both in Q LINK, but also in the Lifeline program as a whole.

Q LINK has contracted with CGM, LLC of Roswell, Georgia, a Lifeline service bureau, to edit all subsidy request data. CGM will process and validate the Company's subsidy data to prevent: (1) Duplicate Same-Month Lifeline Subsidies (Double Dip): any name/address that is already receiving a lifeline subsidy from the Company will be automatically prevented from

²⁶ See Order at ¶ 126-27.

²⁷ See Order at ¶ 128.

receiving a second lifeline subsidy in that same month; and (2) Inactive lines receiving subsidy: CGM's systems compare all subsidy requests to underlying network status to ensure that subsidies are requested only for active lines. Through the processes described herein, Q LINK ensures that it does not over-request from support funds.

For each applicant, Q LINK first validates the applicant's identity via a government issued ID card, passport, etc. Additionally, as mentioned above, Q LINK requires the applicant provide their date of birth (DOB) and last four digits of their social security number (SSN). Requiring DOB and SSN ensures that neither the applicant nor the Company representative can forge certification forms based on false names and addresses. Once the applicant's identity is confirmed, Q LINK verifies that the applicant is eligible to receive the Lifeline subsidy. To do this, Q LINK checks any available eligibility database. If one is not available, the applicant is required to provide proof of participation in one of the Lifeline eligible programs or proof that their annual household income is at or below 135% of the federal poverty guidelines. This prevents ineligible applicants from receiving the Lifeline subsidy.

The address of the applicant is then verified via a USPS/Melissa Database to ensure the address is correct. Simultaneously, the name/address combination is dipped into CGM's aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from Q LINK or any other CGM client. This is done through an API connection between Q LINK's provisioning platform and GCM. This allows the Company to ensure the applicant is not receiving a duplicate subsidy, as well as identify those who share an address with current Q LINK customers. This then prompts the representative to detail the one-per-household rule with the applicant, allowing the applicant to then certify they are head of household. Should Q LINK confirm that a household is receiving more than one subsidy, whether by information obtained from an applicant,

USAC's IDRPs process, or a national database, the customer will be immediately de-enrolled from the Lifeline program.

If and when Q LINK determines that an applicant is indeed eligible for the Lifeline program, the Company will ship a new or refurbished handset, dependent only upon availability, to the qualifying Lifeline customer along with materials explaining the use of the handset, Q LINK's terms and conditions, and disclosures regarding the Lifeline program. Handsets will not be shipped pre-activated. Qualifying Lifeline customers, upon receipt of the handset, must personally activate the handset by contacting Q LINK Customer Service either over the phone or via Internet.

1. National Lifeline Accountability Database

Q LINK will participate in the National Lifeline Accountability Database, once it is established. As required by the *Order*, Q LINK will provide to the database subscriber name, address, phone number, the last four digits of Social Security number, date of birth, Lifeline service initiation and de-enrollment date (when applicable), and amount of federal Lifeline support being sought for that subscriber.²⁸ Q LINK will provide the information listed above for existing subscribers within 60 days of Commission notice that the database is capable of accepting subscriber information.²⁹

Furthermore, Q LINK will obtain acknowledgement and consent from each of its subscribers that is written in clear, easily understandable language that the subscriber's name, telephone number, and address will be disclosed to USAC and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit.³⁰

Within 30 days following Commission notice that the database is capable of accepting queries, Q LINK will query the database to check if a prospective subscriber is already receiving

²⁸ See *Order* at ¶ 189.

²⁹ See *Order* at ¶ 190.

³⁰ See *Order*, Appendix C.

service from another ETC prior to seeking reimbursement from the Fund.³¹

2. Subscriber Usage

Q LINK will not seek reimbursement from the USF for new subscribers until they have personally activated the service, either by initiation and/or actual use of the service by the subscriber. Furthermore, Q LINK will not seek reimbursement from the USF for inactive subscribers who have not used the service for a consecutive 60-day period.³² Q LINK will notify its subscribers at service initiation about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time.³³ An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from the Company to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than the Company, its representative, or agent; or affirmatively responds to a direct contact from the Company confirming that he or she wants to continue.³⁴ Q LINK utilizes tracking software to notify the customer if the customer has not used their service for more than 30 or 60 consecutive days. Furthermore, a third party contractor validates the Company's subsidy data to prevent a subsidy request for customers that are inactive under the Company's non-usage policy.³⁵ After notification, if the customer fails to use their service, the customer is automatically de-enrolled pursuant to the procedures outlined in section E below. Q LINK will continue to comply with applicable public safety, including transmitting 911 calls to the appropriate PSAP even if the Company is no

³¹ See Order at ¶ 203.

³² See Order at ¶ 257.

³³ See *id.*

³⁴ See Order at ¶ 261.

³⁵ CGM, LLC is currently the Company's third party contractor.

longer providing Lifeline service to a consumer.³⁶

3. Marketing & Outreach

Q LINK will implement the measures outlined herein to help ensure that only eligible consumers enroll in the program and that those consumers are fully informed of the limitations of the program, so as to prevent duplicative or otherwise ineligible service as well as other forms of waste, fraud, and abuse. Q LINK will explain in clear, easily understood language the following disclosures in all marketing materials related to the supported service:³⁷ (1) that only eligible consumers may enroll in the program; (2) that the program is limited to one benefit per household, consisting of either wireline or wireless service; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; and (4) that Lifeline is a government benefit program. Q LINK will prepare printed material that will explain the documentation necessary for enrollment, and the details of the Company's plans, and will provide such information on its website. Such material and website information, as well as its application, will make clear that consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.³⁸ For broadcast advertisements and outdoor signage, such as billboards, and any other situation in which inclusion of documentation information and warnings against willful false statements are impractical, Q LINK, will provide the URL link for the information disclosure page on its website. Additionally, Q LINK will

³⁶ See Order at ¶ 262. 911 transmissions will actually be performed by the Company's underlying facilities-based CMRS provider.

³⁷ See Exhibit B for sample marketing materials. The Company understands the term "marketing materials" includes materials in all media, including but not limited to print, audio, video, Internet (including email, web, and social networking media), and outdoor signage, that describe the Lifeline-supported service offering, including application and certification forms. See Order at ¶ 275.

³⁸ See Order at ¶ 275.

disclose the company name under which it does business.³⁹ In order to reinforce the limitation of one Lifeline phone per household, the following statement, or words to the same effect, will appear in the Company's marketing materials and website (www.qlinkwireless.com) in a conspicuous place, in bold font and in an offsetting color to ensure it is not overlooked:

Lifeline support is limited to one per household on wireline or wireless service.

4. Audits

If Q LINK draws \$5 million or more in the aggregate on an annual basis from the low-income program, as determined on a holding company basis taking into account all operating companies and affiliates, the Company will hire an independent licensed certified public accounting firm to conduct a biennial audit according to government accounting standards to assess Q LINK's overall compliance with the program's requirements.⁴⁰ Q LINK will comply with applicable rules regarding the dissemination of audit findings to the Commission, USAC, and relevant state and Tribal governments within 30 days upon issuance.⁴¹

E. De-Enrollment

If at any time a Q LINK Lifeline customer wishes to de-enroll from the Company's Lifeline program, Company customer service representatives will handle such elective de-enrollment requests. Q LINK Lifeline customers simply call the Company's toll-free customer service number and they can speak to a live operator to de-enroll from Q LINK's Lifeline program. Q LINK will de-enroll consumers from the Company's Lifeline program in the following instances, according to C.F.R. § 54.405(e):

³⁹ See *id.*

⁴⁰ See *Order* at ¶ 291.

⁴¹ See *Order* at ¶ 294.

Ineligibility. Any subscriber who indicates that he or she is receiving more than one Lifeline-supported service per household, or neglects to make the required one-per-household certification on his or her certification form, will be de-enrolled from Lifeline pursuant to the process for resolving duplicative Lifeline subscriptions described in section 54.405(e)(2).⁴²

If a customer does not respond to the Company's annual verification survey within 30 days, or if Q LINK has reasonable basis to believe that the subscriber no longer meets the Lifeline-qualifying criteria (including instances where a subscriber informs the Company or the state that he or she is ineligible for Lifeline), Q LINK will provide a written notice of impending service termination to the subscriber and then give the subscriber 30 days after the date of the letter to demonstrate that his or her Lifeline service should not be terminated.⁴³ Similarly, Q LINK will de-enroll a subscriber if they fail to respond to the Company's attempt to verify a temporary address within 30 days.⁴⁴

Duplicative Support. Subject to USAC's Duplicate Resolution Process and anticipated Duplicate Scrubbing Process,⁴⁵ Q LINK will de-enroll a subscriber within 5 business days if the Company is informed by USAC that the subscriber is receiving Lifeline service from another ETC or that more than one member of a subscriber's household is receiving Lifeline service.

Non-Usage. Q LINK will monitor all customers to ensure that they in fact have usage on their account within a 60-day period. Q LINK will de-enroll any subscriber that has not used the Company's Lifeline service for 60 consecutive days, as discussed in section IV.B above. Q LINK will send the subscriber a 30-day termination letter, using clear, easily understood language, notifying the subscriber that failure to use the Lifeline service within the 30-day cure

⁴² See Order at ¶ 122.

⁴³ See *id.* In states that have dispute resolution procedures applicable to Lifeline termination, the Company will comply with the state requirements.

⁴⁴ See Order at ¶ 89.

⁴⁵ See Order at ¶ 214-16.

period will result in service termination for non-usage. The subscriber will be able to confirm that they want to continue receiving their Lifeline service. Q LINK will update the national database, once in place, within one business day of de-enrolling a subscriber for non-use and will submit a non-usage de-enrollment report annually to USAC.⁴⁶ Q LINK will not seek reimbursement from the USF during the 30-day cure period unless the subscriber confirms they want to continue service.

F. Additional Rule Amendments

1. Reporting Requirements

Q LINK will report all information required by section 54.422, as it may heretofore be amended. This includes the names of the Company's holding company, operating companies and affiliates, and any branding ("doing-business-as company" or brand designation), and provide to the Commission and USAC general information regarding the terms and conditions of the Lifeline plans for voice telephony service offered specifically for low income consumers through the program offered during the previous year, including the number of minutes provided, and whether there are additional charges to the consumer for service, including minutes of use and/or toll calls.⁴⁷

2. Reimbursements from USAC

In seeking reimbursement for Lifeline, Q LINK will comply with the requirements of C.F.R § 54.407, as revised by the *Order*.⁴⁸ Q LINK will certify when seeking reimbursement that the Company has obtained a valid certification form for each consumer for whom the Company

⁴⁶ See *Order* at ¶ 257.

⁴⁷ See *Order* at ¶ 296, 390. Section 153 of the Communications Act defines "affiliate" as "a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person.

⁴⁸ See *Order* page 221.

seeks Lifeline reimbursement;⁴⁹ and the Company will seek reimbursement for actual lines served, not projected lines.⁵⁰

3. Section 54.202 Certifications

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

IV. COMPANY INFORMATION

Q LINK is a Limited Liability Company organized in the State of Delaware on August 25, 2011. Q LINK will provide prepaid wireless telecommunications services by using the Sprint Nextel (“Sprint”) network on a wholesale basis to offer nationwide service. Sprint is a nationwide carrier that provides wholesale capacity on its wireless network to wireless providers like Q LINK. Q LINK will obtain from Sprint the network infrastructure and wireless transmission facilities to allow Q LINK to operate as a Mobile Virtual Network Operator (“MVNO”). Q LINK was designated as an ETC in Maryland on December 21, 2011. Q LINK does not currently provide service in any state.

A. Names and Identifiers

The Company’s legal name is Q LINK WIRELESS LLC. Q LINK’s holding company is QUADRANT HOLDINGS GROUP LLC. The Company does not have any operating companies and it identifies itself as Q LINK or Q LINK WIRELESS on its marketing and advertising materials.

⁴⁹ See Order at ¶ 128.

⁵⁰ See Order at ¶ 302.

B. Financial and Technical Capability

Q LINK is financially and technically capable of providing Lifeline-supported services.⁵¹ Q LINK will provide service to both Lifeline and non-Lifeline customers. Q LINK intends to launch its retail and Lifeline wireless service simultaneously. Q LINK has not been subject to enforcement action or ETC revocation proceedings in any state. Q LINK is financially able to provide Lifeline-supported services and will not rely exclusively on USF disbursements to operate.⁵² Furthermore, the senior management of Q LINK has great depth in the telecommunications industry and offers extensive telecommunications business technical and managerial expertise to the Company.⁵³ Q LINK will also rely upon the managerial and technical expertise of its underlying carrier Sprint.

C. Lifeline Offering

Q LINK will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carrier Sprint. As summarized in Exhibit E attached hereto, the Company's Lifeline offering will provide customers with the option to choose between three (3) Lifeline Plans⁵⁴ that best meets their needs:

1. Plan 1: 68 Monthly Minutes. Under Plan 1, eligible customers enjoy 68 anytime minutes that rollover and free international long distance.⁵⁵ Text messaging is at the rate of one-third of one minute (3 texts = 1 minute).

⁵¹ See Order at ¶ 387.

⁵² See Exhibit C for QUADRANT HOLDINGS GROUP LLC'S Financial Statements. This information is **CONFIDENTIAL AND PROPRIETARY** and is being filed under seal as such.

⁵³ See Exhibit D for key management resumes.

⁵⁴ Q LINK's Lifeline Plans vary from state to state in accordance with state requirements or Tribal offerings; the three Lifeline plans outlined in this compliance plan are the offerings available in most states. Please see the Company's website (www.qlinkwireless.com) for more detailed information regarding plans available in each state.

⁵⁵ If you are on Plan 1, there is no additional charge for international long distance to countries designated at www.qlinkwireless.com.

2. Plan 2: 125 Monthly Minutes. Under Plan 2, eligible customers enjoy 125 anytime minutes that rollover. Text messaging is at the rate of one minute (1 text = 1 minute).
3. Plan 3: 250 Monthly Minutes. Under Plan 3, eligible customers enjoy 250 anytime minutes. Minutes do not rollover. Text messaging is at the rate of one minute (1 text = 1 minute).

Customers have the capability of purchasing additional bundles of minutes in denominations as low as \$9.99, \$19.99, \$29.99, and \$59.99.⁵⁶ Airtime replenishment cards will be made available at retail outlets frequented by low-income customers throughout the Company's Service Area. In addition to free voice services, all of Q LINK's Lifeline plans will include a free handset and the following Custom Calling features: Caller ID, Call Waiting, and Voicemail. Q LINK does not impose burdensome credit checks or long-term service contracts on its prepaid customers. Customers are not bound by a local calling area requirement; all Q LINK plans come with domestic long distance at no extra per minute charge and exceptional nationwide digital coverage on the Nationwide Sprint PCS Network. Calls to 911 emergency services are always free, regardless of service activation or availability of minutes. Calls to Q Link customer service are also free. Q LINK has attached as Exhibit F its Lifeline terms and conditions of service. The terms and conditions of the Company's plans can also be found at www.qlinkwireless.com.

⁵⁶ \$9.99 = 50 minutes, \$19.99 = 120 minutes, \$29.99 = 200 minutes, and \$59.99 = 450 minutes.

V. CONCLUSION

Q LINK submits that its Compliance Plan fully satisfies the conditions of forbearance set forth in the Commission's *Order*. Implementation of the procedures described herein will promote public safety and should ensure that Lifeline customers have access to 911 and E911 services while safeguarding against misuse of the Company's Lifeline services. Accordingly, Q LINK respectfully requests that the Commission expeditiously approve its Compliance Plan so that the Company may begin providing the benefits of much-needed Lifeline service to qualifying low-income consumers as quickly as possible.

Respectfully submitted,

Q LINK WIRELESS LLC

/s/ LANCE STEINHART

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

Its Counsel

Dated July 30, 2012

EXHIBIT A

Sample Lifeline Certification Form



APPLICATION FOR GOVERNMENT LIFELINE ASSISTANCE PROGRAM

Things to know about the Lifeline Program:

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



Please read all instructions before completing. Information will be validated. Discrepancies could result in delays.

Last Name _____ First Name _____ MI _____ Birth Date (Month/Day/Year) _____ Last Four Digits of SS# _____

Home Phone Number _____ Cell Phone Number _____ Contact Phone Number _____ Email Address _____

This address is Permanent Temporary Multi-Household

Residence Address (No P O Boxes, Must be your principal address) _____ Apartment No. _____ State _____ City _____ Zip Code _____

Plan Features

Choose your plan (check one)

Plan Features	68 FREE MINUTES	125 FREE MINUTES	250 FREE MINUTES
Local Calls	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
National Long Distance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Voice Mail	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nationwide Text	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roaming at no additional cost	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Free 911	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
411 Directory Assistance*	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carry-Over minutes from month to month	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
100+ International Long Distance destinations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

*Minutes can be used for 411 calling at no additional cost
 **Long distance charges will apply



To apply for Q Link you may choose ONE of the two options below:

The program is limited to one benefit per household and only eligible consumers may enroll in the program. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.



To qualify you must attach proof of participation in one of the programs listed below.

I hereby certify that I participate in at least ONE of the following public assistance programs (Check all that apply):

- Medicaid (Not the same as Medicare)
- Supplemental Nutrition Assistance Program (Food Stamps)
- Temporary Assistance to Needy Families (TANF)
- Supplemental Security Income SSI (Not the same as Social Security Benefits)
- National School Lunch Program's Free Lunch Program
- Low-Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance/ Section 8



Qualify by certifying your income is at or below 135% of the Federal Poverty Guidelines.

HOUSEHOLD INCOME:

Please check household persons and income level that applies. Eligibility may apply if your total household income is at or below the following guidelines.

Persons in Family or Household	Annual Income	Monthly Income
1	\$16,335	\$1,361
2	\$22,065	\$1,839
3	\$27,795	\$2,318
4	\$33,525	\$2,794
5 or More		
For each additional add. \$5,730		

To qualify by income you must attach proof of income. Submit your most current statement from sources below:

- Prior year's State or Federal income tax return
- Three consecutive months of your most current pay stubs
- Workers Compensation/Unemployment benefits
- Child support document or divorce decree
- Retirement/Pension benefits statement
- Social Security/Veterans Administration benefits statement (Documentation You Submit Will Not Be Returned)

Total monthly household income _____ Number of people receiving income _____
 Total yearly household income _____ Number of children under age of 18 _____



PENALTY OF PERJURY: Under title 18 U.S.C. § 1621, whoever willfully states as true any material matter which he does not believe to be true in a statement under penalty of perjury, is guilty of perjury and shall, except as otherwise expressly provided by law, be fined or imprisoned not more than five years, or both.

I certify, under penalty of perjury: (Initial by Each Certification)

- (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- (2) I am a current recipient of the program checked above, or have an annual household income at or below 135 percent of the Federal Poverty Guidelines.
- (3) I have provided documentation of eligibility if required to do so.
- (4) I understand that I and my household can only have one Lifeline-supported telephone service. Q Link Wireless has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the Lifeline program, and could result in criminal prosecution by the US Government.
- (5) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- (6) I understand my Q Link Wireless Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- (7) I understand that if my service goes unused for sixty (60) days, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact Q Link Wireless to confirm that I want to continue receiving their service.
- (8) I will notify Q Link Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify Q Link Wireless if:
 - (1) I cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
 - (2) My household is receiving more than one Lifeline supported device.
 - (3) I no longer satisfy the criteria for receiving Lifeline support.
- (9) I will notify Q Link Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Q Link Wireless every ninety (90) days. If I fail to respond to Q Link Wireless' address verification attempts within thirty (30) days, my Q Link Wireless Lifeline service may be terminated.
- (10) Q Link Wireless has explained that I'm required each year to re-certify my eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Q Link Wireless service.
- (11) I authorize and understand that the Q Link Wireless may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.
- (12) I understand that my name, telephone number, date of birth, last four digits of my social security number, and address will be divulged to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.
- (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other.

PRIVACY LAW

I authorize Q Link Wireless or its duly appointed representative to: (1) access any records required to verify my statements herein; (2) to confirm my continued eligibility for Lifeline assistance; (3) to update my address to a proper mailing address format; and (4) authorize social service agency representatives to discuss with and/or provide information to Q Link Wireless verifying my participation in benefit programs that qualify me for Lifeline assistance. I understand that completion of this form does not constitute immediate approval for Lifeline.

Please check this box if you would like to receive pre-recorded special offers and promotions for Q Link Customers at the Home Telephone number provided in the Contact Information.

Applicant Signature _____ Date _____



Mall application to: Q Link Wireless LLC
 499 East Sheridan Street Suite 300
 Dania Beach, FL 33004

Fax application to: 1-855-83QLINK (855-837-5465)
 For questions please call 1-855-QLINK43 (855-754-6543)

TOP SECTION



APPLICATION FOR GOVERNMENT LIFELINE ASSISTANCE PROGRAM

Things to know about the Lifeline Program:

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

Please read all instructions before completing. Information will be validated. Discrepancies could result in delays.

_____ Last Name _____ First Name _____ MI _____ Birth Date (Month/Day/Year) _____ Last Four Digits of SS#

_____ Home Phone Number _____ Cell Phone Number _____ Contact Phone Number _____ Email Address

This address is Permanent Temporary Multi-Household

_____ Residence Address (No P.O. Boxes, Must be your principal address) _____ Apartment No. _____ State _____ City _____ Zip Code

Plan Features

Choose your plan (check one)

Plan Features	68 FREE Monthly Minutes	125 FREE Monthly Minutes	250 FREE Monthly Minutes
Local Calls	✓	✓	✓
National Long Distance	✓	✓	✓
Voice Mail	✓	✓	✓
Nationwide Text	✓ (0.3 minutes per text)	✓ (1 minute per text)	✓ (1 minute per text)
Roaming at no additional cost	✓	✓	✓
Free 911	✓	✓	✓
411 Directory Assistance*	✓	✓	✗
Carry-Over minutes from month to month	✓	✓**	✓**
100+International Long Distance destinations	✓	✓	✓



*Minutes can be used for 411 calling at no additional cost.
**Long distance charges will apply

MIDDLE SECTION

To apply for Q Link you may choose ONE of the two options below:

The program is limited to one benefit per household and only eligible consumers may enroll in the program. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program.



To qualify you must attach proof of participation in one of the programs listed below.

I hereby certify that I participate in at least ONE of the following public assistance programs (Check all that apply):

- Medicaid (Not the same as Medicare)
- Supplemental Nutrition Assistance Program (Food Stamps)
- Temporary Assistance to Needy Families (TANF)
- Supplemental Security Income SSI (Not the same as Social Security Benefits)
- National School Lunch Program's Free Lunch Program
- Low-Income Home Energy Assistance Program (LIHEAP)
- Federal Public Housing Assistance/ Section 8



Qualify by certifying your income is at or below 135% of the Federal Poverty Guidelines.

HOUSEHOLD INCOME:

Please check household persons and income level that applies. Eligibility may apply if your total household income is at or below the following guidelines.

Persons in Family or Household	Annual Income	Monthly Income
1	\$16,335	\$1,361
2	\$22,065	\$1,839
3	\$27,795	\$2,316
4	\$33,525	\$2,794
5 or More		
For each additional add: \$5,730		

To qualify by income you must attach proof of income. Submit your most current statement from sources below:

- Prior year's State or Federal income tax return
- Three consecutive months of your most current pay stubs
- Workers Compensation/Unemployment benefits
- Child support document or divorce decree
- Retirement/Pension benefits statement
- Social Security/Veterans Administration benefits statement

(Documentation You Submit Will Not Be Returned)

Total monthly household income Number of people receiving income
 Total yearly household income Number of children under age of 18

BOTTOM SECTION

PENALTY OF PERJURY: Under title 18 U.S.C. § 1621, whoever willfully states as true any material matter which he does not believe to be true in a statement under penalty of perjury, is guilty of perjury and shall, except as otherwise expressly provided by law, be fined or imprisoned not more than five years, or both.

I certify, under penalty of perjury: (Initial by Each Certification)

- _____ (1) The information contained in my application remains true and correct to the best of my knowledge and I acknowledge that willfully providing false or fraudulent information to receive Lifeline benefits is punishable by law and may result in me being barred from the program.
- _____ (2) I am a current recipient of the program checked above, or have an annual household income at or below 135 percent of the Federal Poverty Guidelines.
- _____ (3) I have provided documentation of eligibility if required to do so.
- _____ (4) I understand that I and my household can only have one Lifeline-supported telephone service. Q Link Wireless has explained the one-per household requirement. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the Lifeline program, and could result in criminal prosecution by the US Government.
- _____ (5) I attest to the best of my knowledge, that I and no one in my household is receiving a Lifeline service from any other land line or wireless company such as Safelink, Assurance, or Reachout Wireless.
- _____ (6) I understand my Q Link Wireless Lifeline service is a non-transferable. I may not transfer my service to any individual, including another eligible low-income consumer.
- _____ (7) I understand that if my service goes unused for sixty (60) days, my service will be suspended, subject to a thirty (30) day period which I may use the service or contact Q Link Wireless to confirm that I want to continue receiving their service.
- _____ (8) I will notify Q Link Wireless within thirty (30) days if I no longer qualify for Lifeline. I understand this requirement and may be subject to penalties if I fail to notify Q Link Wireless if:
 - (1) I cease to participate in the above federal or state program, or my annual household income exceeds 135% FPG.
 - (2) My household is receiving more than one Lifeline supported device.
 - (3) I no longer satisfy the criteria for receiving Lifeline support.
- _____ (9) I will notify Q Link Wireless within thirty (30) days of moving. Additionally, if my address listed above is a temporary address, I understand that I must verify my address with Q Link Wireless every ninety (90) days. If I fail to respond to Q Link Wireless' address verification attempts within thirty (30) days, my Q Link Wireless Lifeline service may be terminated.
- _____ (10) Q Link Wireless has explained that I'm required each year to re-certify my eligibility for Lifeline. If I fail to do so within thirty (30) days, it will result in the termination of my Q Link Wireless service.
- _____ (11) I authorize and understand that the Q Link Wireless may provide to state and Federal agencies, as required by law, for the purposes of complying with the Lifeline program all the information related to my account including but not limited to my name, date of birth, social security, usage history, address and phone number.
- _____ (12) I understand that my name, telephone number, date of birth, last four digits of my social security number, and address will be divulged to the Universal Service Administrative Company (USAC) and/or its agents for the purpose of verifying that I do not receive more than one Lifeline subsidy.
- _____ (13) I understand that if USAC identifies I am receiving more than one Lifeline subsidy, all carriers involved may be notified so that I may select one service and be de-enrolled from the other.

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I authorize Q Link Wireless or its duly appointed representative to: (1) access any records required to verify my statements herein; (2) to confirm my continued eligibility for Lifeline assistance; (3) to update my address to a proper mailing address format; and (4) authorize social service agency representatives to discuss with and/or provide information to Q Link Wireless verifying my participation in benefit programs that qualify me for Lifeline assistance. I understand that completion of this form does not constitute immediate approval for Lifeline.

Please check this box if you would like to receive pre-recorded special offers and promotions for Q Link Customers at the Home Telephone number provided in the Contact Information.

Applicant Signature _____

Date _____

 SIGN &
DATE
HERE

Mail application to: Q Link Wireless LLC
499 East Sheridan Street Suite 300
Dania Beach, FL 33004

Fax application to: 1-855-83QLINK (855-837-5465)
For questions please call 1-855-QLINK43 (855-754-6543)

EXHIBIT B

Sample Marketing Materials

1. Internet/Email Banner Ad 600x474
2. Poster/Flyer Ad 8.5x11



GET YOUR FREE CELL PHONE NOW!

Need a FREE Cell Phone?



Did You Know Q Link Wireless Provides FREE Cell Phones for income eligible individuals? You may qualify if you participate in programs such as Food Stamps or Medicaid or your income is below 135% of the Federal Poverty Guidelines.

See If You Qualify! ▶

Plus Free Minutes Every Month



- ▶ No Contracts
- ▶ No Monthly Bills Ever!
- ▶ No Credit Checks!

Get Yours Now!

Lifeline support is limited to one per household on wireline or wireless service. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Proof of participation in eligible programs/annual household income required for enrollment.

Q Link Wireless is a provider of the Government's Lifeline program. Visit our terms at <http://qlinkwireless.com/terms.aspx> for more info. Call 1-855-QLINK43 or visit <http://qlinkwireless.com> to see if you are eligible.



FREE CELL PHONES FROM Q LINK WIRELESS



You May Qualify If:

You currently receive Medicaid, Food Stamps or other government assistance or if your household income is 135% of the Federal Poverty Guidelines.

Get Your Free Phone

Discover if you are eligible for a free cell phone and free monthly minutes from Q Link Wireless provided through the Government's Lifeline support program.

www.QlinkWireless.com

Call 1-855-QLINK43

Includes:

- ✓ **Texting**
- ✓ **National Long Distance**
- ✓ **Local Calls**
- ✓ **Voice Mail**



Lifeline support is limited to one per household on wireline or wireless service. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. Proof of participation in eligible programs/annual household income required for enrollment.

Q Link Wireless provides FREE cell phone service and FREE Monthly Minutes through the Government's Lifeline program to qualifying families and individuals. Visit www.qlinkwireless.com or call 1-855-QLINK43 to see if you qualify.

EXHIBIT C

Financial Statements

CONFIDENTIAL AND PROPRIETARY

QUADRANT HOLDINGS CORP

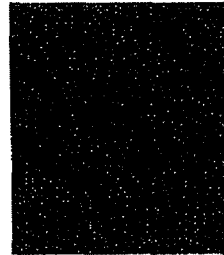
BALANCE SHEET

As of Sept 30, 2011

ASSETS

Current Assets

Cash & Cash Equivalents
Q Link Wierless Investment
Trade Accounts Receivable
Inventory
Prepaid Expenses and Deposits
Deferred Costs
Other Current Liabilities



Total Current Assents

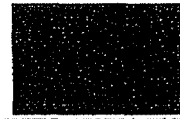


FIXED ASSETS

Property and Equipment
Right of Access
Goodwill



Total Fixed Assets



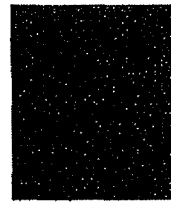
Total Assets

\$

LIABILITIES AND SHAREHOLDER'S EQUITY

Current Liabilities

Accounts Payable
Customer Deposits
Deferred Revenue
Current Portion of Deferred Lease Inducements
Current Portion of Obligations Under Capital Lease
Deferred Lease Inducements



Total Liabilities



Shareholder's Equity

Share Capital
Contributed Surplus
Net Income or Loss



Total Liabilities & Capital

\$

QUADRANT HOLDINGS CORP

STATEMENT OF OPERATIONS, PROFIT & LOSS

As of Sept 30, 2011

Revenues		
Cost of Sales		
<hr/>		
Gross Profit		
Expenses		
Sales and Marketing		
General Administrative		
Amortization		
Interest Expense		
Other Expense		
<hr/>		
Total Expenses		
Net Income		\$

EXHIBIT D

Key Management Resumes

Issa Asad

Issa Asad is the President & CEO or Managing Member of Various Companies (Quadrant Holdings Group LLC, Q Link Wireless, NCOM Networks, RTN Networks, Reliable Telecard), these are some of the nation's premier telecommunications providers in the United States today, representing VoIP, wireless and prepaid service providers, manufacturers and suppliers in the new world of Internet-based and wireless communications and entertainment.

A respected Telecom veteran with more than 15 years' experience in telecommunications, Mr. Asad joined the Telecommunications industry in 1996 and has led the organization's growth into the top telecommunications providers in the nation. Intelecard News magazine has profiled Mr. Asad as a telecommunications executive with "real vision." The Prepaid Press newspaper has featured Mr. Asad as a "Telecom Mover of the Month" and labeled him as a "playmaker" - one of the "top telecommunications executives" in United States. He has been recognized by Who's Who in Telecom.

Prior to establishing his footprint in the Prepaid Telecommunications industry, Mr. Asad served as President & CEO of the South Florida Grocers Network.

Companies and their owners who endure in the prepaid industry are worthy of recognition because they are rare. As CEO and owner of Reliable Telecard and I-Prepay Inc, Issa Asad began in retail as an owner, operator and developer of convenience stores and gas stations in New York and Florida.

Considered a pioneer, he was the first station owner to implement fast food into service offerings, beginning with Fine Foods. Asad also led the grocers industry to incorporate ATMs, convenience stores and Check Cashing stores into grocery's and stations.

In 1996, he realized the potential of phone cards to the immigrant market and began offering phone cards from his stores. By the late 90s, prepaid wireless was emerging and, with his retail background, Asad knew the long-term play was electronic delivery. In the spring of 2000, he teamed with Reliable Telecard and I-Prepay Inc and developed a real-time PIN delivery system for the electronic delivery of prepaid products.

There he led a broad market restructuring that resulted in record sales and revenues, increased stature for the industry, and significant telecom marketing victories.

ISSA ASAD

E-mail: issa@qlinkwireless.com

499 East Sheridan St Suite 301
Dania FL 33004

SENIOR EXECUTIVE SUMMARY

Entrepreneur and senior sales executive with 15 year accomplished track known throughout the prepaid and telecom industry for delivering and sustaining revenue and profit gains within highly competitive domestic and international prepaid products, including domestic and international prepaid telephone and wireless calling cards and national distribution channels markets. By age 30, had pioneered what is now a multi-hundred million dollar a year Prepaid industry. Practical experience in and solid understanding of a diverse range of business management applications, including market analysis, sales and marketing, team-building and quality assurance. Demonstrated ability to select, train and retain self-motivated customer-oriented employees. Exceptional problem-solving skills, keen client needs assessment aptitude, high-caliber presentation, negotiation and closing skills.

- Strategic & Tactical Planning
- Mergers & Acquisition
- Strategic Partnerships & Alliance
- Broker / Vendor Relations
- Business Expansion & Startups
- Staff Management & Development
- Sales Presentations / Closing
- Account Development / Acquisition

PROFESSIONAL EXPERIENCE

QUADRANT HOLDINGS GROUP LLC – DANIA FL

Managing Member, January 2011 – present

Quadrant Holdings is a holding company that serves as the Managing Member entity of Q LINK WIRELESS LLC.

Q LINK WIRELESS LLC – DANIA, FL

Co-Founder, January 2011 – present

Q LINK WIRELESS LLC provides a government assisted wireless service. Q LINK offers a discount benefit to low income families and individuals via wireless services in place of older technologies like landline phone service.

- Develop and evolve the sales model including strategy, process, partnerships, organization, and execution to deliver financial and market share goals
- Design, architect and implement an optimized sales model that enables the company to achieve sustained profitable growth
- Recruit, train and manage results-orientated staff of professional managers to oversee sales and marketing efforts

IPREPAY, INC. – MIAMI, FL

VP of Sales & Co-Founder, January 2000 – 2008

Provides wholesale long distance, prepaid point of sale services including: prepaid wireless, prepaid calling cards, bill pay, FTD flowers and an array of stored value products and services to carriers and end-users. Its point-of-sale technology and services are a sensible alternative to paying the increasingly recurrent infrastructure expenses necessary in the world of exponentially-improving telecom networks. The company now serves as a one-stop-shop for all prepaid products.

- Develop and evolve the sales model including strategy, process, partnerships, organization, and execution to deliver financial and market share goals
- Design, architect and implement an optimized sales model that enables the company to achieve sustained profitable growth
- Recruit, train and manage results-orientated staff of professional managers to oversee sales and marketing efforts
- Increased 2004 gross revenues from \$__M to 2005 run-rate of \$75M.

X CHANGE COMMUNICATIONS – MIAMI, FL

Strategic Business Partner, 2000 – 2008

This company is a powerhouse, with over 150 employees in a 40,000 square foot office campus in Miami, Florida. X Change has the capacity to handle 8 billion calling minutes per month through a system that is beyond state of the art. Even more amazing, that system was completely designed and developed by strategic partners and own in-house software engineers.

- Facilitated partnership with top carriers
- 1st year partnership Revenues exceeded \$85M

RELIABLE TELECARD – MIAMI, FL

CEO, President and Founder, 2000 - Present

A leading provider of wholesale and retail telecommunications services. Reliable Telecard uses its own network infrastructure to route calls worldwide. The company's prepaid retail cards (currently topping 100 brands) are available at over 250,000 points of sale nationwide.

- Grew and maintain client base of 9,000 agents and 300 worldwide outlets
- Manage a staff of 150 employees
- Gross annual profits exceeding \$50 M

PREPAID TECHNOLOGIES – MIAMI, FL

CEO, President and Founder, 1996-2001

Prepaid Technologies is aligned with qualified national processors and has issued cards through a variety of national banks. Prepaid Technologies provides host-based stored value cards that are packaged and marketed as many diverse products such as a gift card, travel card, payroll card, incentive reward card, student card, e-card, vendor payment card and expense card.

- Responsible for securing national prepaid distribution channels
- 1st year profits exceeding \$600K

WORLDCOM – MIAMI, FL

Director of Sales 1995 -1996

Facilities-based network operator managing one of the world's largest communications network systems. One of the largest carriers of international voice traffic operating a leading Internet protocol backbone system.

- Secured exclusive prepaid phone card deal with Michael Jordan generating over \$1B in gross revenues with over \$350 Million in profits during the 1st year

FINE FOODS SUPERMARKETS – MIAMI, FL

CEO, President and Founder, 1991-1999

- Designed, developed, opened and maintain 12 retail chain grocery stores

INDUSTRY PUBLICATIONS AND ACKNOWLEDGEMENTS

Intele-Card News Magazine:	Acknowledged and interviewed in 48 issues since 2000.
Phone Plus:	Acknowledged and interviewed in 10 issues since 2002.
Convenience Store Decisions:	Acknowledged and interviewed in both 1997 and 1998.
Convenience Store News:	Acknowledged and interviewed in both 1997 and 1998.
Vending Times:	Acknowledged and interviewed in 1995.

EDUCATION

FLORIDA INTERNATIONAL UNIVERSITY – MIAMI, FL

B.A., Business, May 1995

A.A., Science, May 1995

EXHIBIT E

Proposed Lifeline Rate Plans

Plan 1: 68 Monthly Minutes Plan*

68 anytime minutes per month

(texts are one-third of one minute, i.e. 3 texts = 1 minute)

Net cost to Lifeline customer: **\$0 (free)**

*This package includes:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free Voicemail, Caller-ID, and Call Waiting
- 68 anytime minutes (unused minutes rollover)
- Free Domestic Long Distance
- Free International Long Distance to countries designated at www.qlinkwireless.com (listed below)

Plan 2: 125 Monthly Minutes Plan*

125 anytime minutes per month

(texts are one minute, i.e. 1 text = 1 minute)

Net cost to Lifeline customer: **\$0 (free)**

*This package includes:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free Voicemail, Caller-ID, and Call Waiting
- 125 anytime minutes (unused minutes rollover)
- Free Domestic Long Distance

Plan 3: 250 Monthly Minutes Plan*

250 anytime minutes per month

(texts are one minute, i.e. 1 text = 1 minute)

Net cost to Lifeline customer: **\$0 (free)**

*This package includes:

- Free handset
- Free calls to Customer Service
- Free calls to 911 emergency services
- Free Voicemail, Caller-ID, and Call Waiting
- 250 anytime minutes (unused minutes *do not* rollover)
- Free Domestic Long Distance

International Long Distance

Free International Calling Destinations on the 68 Monthly Minutes Plan

(Certain special or off-network locations may be excluded from the Free International Long Distance. Calls to cellular phones are not included unless the word "Cellular" is specifically listed next to the country name. Numbers in parentheses () indicate the Country Code.)

Albania-Tirana (355)	France (33)	Mexico (52)
Andorra (376)	French Antilles (594)	Monaco (377)
Argentina (54)	French Guiana-Cellular (594)	Netherlands (31)
Australia (61)	French Guiana (594)	New Zealand (64)
Austria (43)	Georgia (995)	Norway (47)
Bahamas-Cellular (1)	Germany (49)	Panama (507)
Bahamas (1)	Gibraltar (350)	Paraguay (595)
Bangladesh-Cellular (880)	Greece (30)	Peru (51)
Bangladesh-Chittagong (880)	Guadeloupe (590)	Poland (48)
Bangladesh-Dhaka (880)	Guatemala-Telgua (502)	Portugal (351)
Bangladesh-Sylhet (880)	Hong Kong-Cellular (852)	Romania (40)
Belgium (32)	Hong Kong (852)	Russia-Cellular (7)
Bermuda-Cellular (1)	Hungary (36)	Russia (7)
Bermuda (1)	Iceland (354)	San Marino-Cellular (378)
Bolivia-La Paz (591)	India-Cellular (91)	San Marino (378)
Bolivia-Santa Cruz (591)	India (91)	Saudi Arabia-Riyadh (966)
Brazil (55)	Indonesia-Cellular (62)	Singapore-Cellular (65)
Brunei-Cellular (673)	Indonesia-Jakarta (62)	Singapore (65)
Brunei (673)	Indonesia-Surabaya (62)	Slovakia (421)
Bulgaria (359)	Iraq-Baghdad (964)	Slovenia (386)
Canada-Cellular (1)	Ireland (353)	South Korea-Cellular (82)
Canada (1)	Israel (972)	South Korea (82)
Chile (56)	Italy (39)	Spain (34)
China-Cellular (86)	Japan (81)	Sweden (46)
China (86)	Jordan (962)	Switzerland (41)
Columbia-Cellular (57)	Kazakhstan (7)	Taiwan-Cellular (886)
Columbia (57)	Kenya-Nairobi (254)	Taiwan (866)
Costa Rica (506)	Lithuania (370)	Thailand (66)
Croatia (585)	Luxembourg-Cellular (352)	Turkey (90)
Cyprus-Cellular (357)	Luxembourg (352)	United Kingdom (44)
Cyprus (357)	Macao-Cellular (853)	Uzbekistan (7)
Czech Republic (420)	Macao (853)	Venezuela (58)
Denmark (45)	Malaysia-Cellular (60)	Vietnam-Ho Chi Minh City (84)
Dominican Republic (1)	Malaysia (60)	Zambia (260)
Estonia (372)	Malta (356)	
Finland (358)		

EXHIBIT F
Terms and Conditions

Q LINK WIRELESS™ Lifeline Terms and Conditions of Service

Please read these Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service carefully. These Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service are a legally binding agreement between you and Q LINK WIRELESS LLC. They contain important information about your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. Q LINK WIRELESS LLC reserves the right to change or modify any of these Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Q LINK WIRELESS LLC Lifeline Terms and Conditions of Service will be binding upon you once posted on the Q LINK WIRELESS LLC website. You should check the Q LINK WIRELESS LLC website regularly for updates to these terms.

By enrolling in the Q LINK WIRELESS Lifeline Program (the "Q LINK WIRELESS Lifeline Program" or "Q LINK Lifeline Program") and by using the Q LINK WIRELESS Lifeline service (the "Q LINK WIRELESS Lifeline Service" or "Q LINK Lifeline Service"), you ("You"), the participant, acknowledge and agree to the following terms and conditions:

1. Q LINK WIRELESS LIFELINE PROGRAM DESCRIPTION

Q LINK WIRELESS Lifeline Service is funded by the Universal Service Fund Lifeline program and administered by the Universal Service Administrative Company. In order to qualify for enrollment in the Q LINK WIRELESS Lifeline Program, a person must meet certain eligibility requirements set by each state where the Q LINK Lifeline Program is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. Federal law limits the availability of the Q LINK Lifeline Program. The Q LINK Lifeline Program allows one (1) enrollment per "household". The Q LINK Lifeline Program permits only one Lifeline benefit per household, therefore, no person currently living in the household may receive Lifeline benefits from any other Lifeline program offered by another carrier. Applicants for the Q LINK Lifeline Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form.
- Do not currently receive Lifeline support for a telephone line serving their residential address and no other resident in their household participates in a Lifeline program.
- If the applicant is already participating in a Lifeline program from another provider, then the applicant agrees to cancel their current household Lifeline program with the other provider in order to enroll in the Q LINK Lifeline Program.
- Will notify Q LINK WIRELESS by calling 1-855-QLINK43 (1-855-754-6543) - if and when they no longer qualify for any of the public assistance programs identified in their application form.
- Will notify Q LINK WIRELESS of any change of address by calling 1-855-QLINK43 (1-855-754-6543).
- Reviewed the information contained in their application and certify that it is true and correct to the best of their knowledge and belief.

Applicants who do not meet the eligibility requirements will receive written notification, via US Mail, of the reason for their non-eligibility (in Colorado, DHS will determine and notify applicants if they do not meet the eligibility requirements). Upon enrollment in the Q LINK Lifeline Program, you will be qualified to participate for up to one (1) year unless you no longer qualify as an eligible subscriber. To continue your enrollment in the Q LINK Lifeline Program after the initial year, you must verify annually that you are qualified for continued enrollment in the Q LINK Lifeline Program as required by your state Public Service Commission, Public Utility Commission or other agency administering the Q LINK Lifeline Program in your state. Q LINK WIRELESS will also conduct verification drives according to each state's rules. If Q LINK WIRELESS determines during its verification drive, or at any other time, that a customer fails to continue to qualify for the Q LINK Lifeline Program, such customer will immediately be deemed ineligible to participate in the Q LINK Lifeline Program, will be de-enrolled from the Q LINK Lifeline Program and will no longer receive the free monthly minutes. Q LINK Customers who are no longer eligible (for any reason) for enrollment in the Q LINK Lifeline Program must immediately notify Q LINK WIRELESS that they no longer meet the eligibility requirements for enrollment. A Q LINK customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

Q LINK WIRELESS reserve the right to cancel the enrollment of any customer and/or permanently deactivate any customer's Q LINK WIRELESS phone for fraud, misrepresentation or other misconduct as determined solely by Q LINK WIRELESS. While participating in the Q LINK Lifeline Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or Q LINK Lifeline Service provided to him/her by Q LINK WIRELESS. IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE Q LINK CELLULAR PHONE OR Q LINK SERVICE PROVIDED TO YOU BY Q LINK WIRELESS. Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if Q LINK determines, in its sole discretion, that a Q LINK WIRELESS customer has violated these prohibitions, Q LINK WIRELESS will then permanently de-enroll the customer from the Q LINK Lifeline Program, their phone will be permanently deactivated and the customer's personal information will be permanently flagged so that the customer may not re-enroll in the Q LINK Lifeline Program in the future. If you have any questions, concerns, comments or complaints regarding the Q LINK Lifeline Program or Lifeline Service, offerings or products, please call Q LINK WIRELESS Customer Care at 1-855-QLINK43 (1-855-754-6543). You may also contact your state's Public Service Commission/Public Utility Commission.

2. ACTIVATION AND USE OF YOUR Q LINK WIRELESS PHONE

Upon enrollment in the Q LINK Lifeline Program, you will receive a pre-activated Q LINK WIRELESS phone delivered to your home address noted in the application. You must accept the Q LINK WIRELESS telephone number assigned to your Q LINK WIRELESS phone at the time of activation and you will acquire no proprietary interest in any number assigned to you. The WIRELESS telecommunications networks used to transmit calls for the Q LINK WIRELESS Lifeline Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"). The number assigned to your Q LINK WIRELESS phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of your phone. You may not select a number to be assigned to your Q LINK WIRELESS phone. Your Q LINK WIRELESS phone can only be used through Q LINK WIRELESS, and cannot be activated with any other WIRELESS or cellular service. Q LINK WIRELESS Lifeline Services are provided at Q LINK WIRELESS' discretion. Some functions and features referenced in the Manufacturer's manual provided with your Q LINK WIRELESS phone may not be available on your Q LINK WIRELESS handset. Q LINK WIRELESS may modify or cancel any Q LINK Lifeline Service or take corrective action at any time without prior notice and for any reason, including but not limited to your violation of these terms and conditions of service.

3. MINUTE RATES, USAGE AND INCLUDED MONTHLY MINUTES.

While you are enrolled in the Q LINK Lifeline Program, you will receive a free monthly allotment of minutes as provided for the Q LINK Lifeline Program approved in your state and the minute Plan that you select. The monthly minutes provided by the Q LINK Lifeline Program will vary from state to state. Please call Q LINK WIRELESS at 1-855-QLINK43 (1-855-754-6543) or visit our website for further information. Q LINK WIRELESS Minute is issued in minute (or unit) increments. Units are deducted from the Q LINK WIRELESS phone at a rate of one (1) unit per minute or partial minute of use. There is no additional charge for nationwide long distance. If you are on Plan 1, there is no additional charge for international long distance to countries designated on our website. In most states, Q LINK offers three plans that are currently available to all new and existing Q LINK customers. Each of these three plans offers different benefits, features and carryover options. Again, the monthly minutes provided by the Q LINK Lifeline Program will vary from state to state. Please call Q LINK WIRELESS or visit www.qlinkwireless.com for more information on the plans available in your state.

The three plans currently available in most states are:

	Free Monthly minutes Included in Plan	Unused minutes Carryover Each Month ***	Text Message Charge**	Free International Long Distance	Voicemail Caller ID Call Waiting
Plan 1	68*	Yes	3 Texts/1 Minute	Yes	Yes
Plan 2	125*	Yes	1 Text/1 Minute	No	Yes
Plan 3	250*	No***	1 Text/1 Minute	No	Yes

*Plans 1 and 2 are not available in Colorado. Plans 1, 2 and 3 are not available in Oklahoma. Please call Q LINK WIRELESS or visit the Company's website for information on the plans available in your state.

**These text-messaging rates will apply even if a different text-messaging rate is stated on minute cards.

***With Plan 3, your phone will reset to 250 minutes each month when your monthly minutes are delivered. Unused minutes will not automatically carry over to the next month. You may carry over unused minutes on this plan for up to three consecutive months if you purchase and add minutes from a Q LINK Minute Card. By purchasing and adding a Q LINK Minute Card your unused minutes (including your free monthly allotment and any additional Q LINK Minute Cards) will carry over for three consecutive months from the date of your last Q LINK Minute Card redemption. Adding more than one Minute Card at the same time will NOT extend your minute carry over for more than the three consecutive months. The 3 month carry over is effective from the date of redemption of the last Minute Card redeemed to your phone.

New Q LINK customers must choose a plan upon enrollment. Existing Q LINK customers who wish to switch plans may do so online or by calling 1-855-QLINK43 (1-855-754-6543). If you switch plans before the 25th day of any given month, the change will be effective the following month. If you switch plans on or after the 25th day of the month, the change will be effective in the second month following your request to switch plans. You may use your free monthly allotment of minutes to place or receive calls, to send or read text messages or multi-media messages and to access the internet (with certain models of phones).

In order to receive your monthly allotment of minutes, you will need to leave your Q LINK WIRELESS phone powered "ON" during the first few days of each month. If you DO NOT receive your monthly allotment of minutes because your phone was not "ON" at the beginning of the month or your phone does not automatically retrieve minutes when powered "ON" you may self-retrieve by following the instructions below. If for any reason these instructions do not work on your handset, please call us.

Minutes will be deducted for all time during which your Q LINK WIRELESS phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send," "call" or other key to initiate or answer a call and does not end until you press the "end" key or the call is otherwise terminated. Minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, 411, 611, Customer Care, and to access your voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) minutes will be deducted for each call. Minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no minutes remaining. Customers in the State of Washington will not be charged for calls to Customer Care if they dial 611 directly from their handset. For outbound calls, you may be charged Minutes for incomplete and/or busy-no answer calls. Minutes will be deducted for use of other services such as text messaging and accessing the Q LINK WIRELESS Mobile Web ("WAP"). No credit or refund is given for dropped calls.

4. TEXT MESSAGING.

You may use your free monthly allotment of minutes to send and/or open text messages. Text messages sent to you by Q LINK WIRELESS are free of charge. The charge to send or open an incoming text message using your Q LINK WIRELESS phone will vary depending upon your plan. Under Plan 1, you will be charged 0.3 minute per text message for sending and 0.3 minute per text message for opening a received text message. Under Plans 2 and 3, you will be charged 1 minute per text message for sending and 1 minute per text message for opening a received text message. If you have exhausted your free monthly allotment of minutes, you will need to purchase and redeem additional minutes in order to continue to send text messages and open incoming text messages and to place and receive voice calls. If you do not want minutes deducted from your Q LINK WIRELESS phone for text messaging, then do not send text messages or open incoming text messages. Q LINK WIRELESS does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the Q LINK Lifeline Program. Please note that Q LINK WIRELESS does not generally participate in Premium SMS services or campaigns. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns unless it is a Q LINK WIRELESS authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur because of any attempts to participate in Premium SMS services or campaigns not authorized by Q LINK WIRELESS are not refundable whether you incur charges as deductions from your Q LINK WIRELESS phone or from your credit card. You may purchase from Q LINK WIRELESS ring tones, graphics and certain information services. You may utilize multi-media services with certain Q LINK WIRELESS models of phones. See Q LINK WIRELESS Data Services below for more information.

5. INTERNATIONAL CALLING.

International calling is available. If you selected an International Plan, You may use your Q LINK WIRELESS phone to make international calls to landlines and some cellular phones in some countries at no additional charge (see website for available countries and details). The countries where international calling is available are subject to change at any time without prior notice. In order to place an international call, you will need to dial the International Long Distance ("ILD") access number and follow the instructions. Minute deductions for international calls begin the moment the ILD access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When placing international calls, you may experience connection failures more frequently than calls made within the United States. Q LINK WIRELESS will not credit minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Q LINK WIRELESS phone when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands (the "Coverage Area"). Any attempt to make or receive calls when you are located outside of the Coverage Area could result in service deactivation and de-enrollment from the Q LINK Lifeline Program.

6. MINUTE CARDS.

Your Q LINK WIRELESS phone will only operate when you have minutes available on the Q LINK WIRELESS phone. If you run out of your free monthly allotment of airtime, you may purchase and add additional Minute to your phone. See the instructions above for adding airtime. Q LINK WIRELESS customers may purchase and use any Q LINK WIRELESS Minute cards, including unlimited minutes for a specified time period Minute cards, for their Q LINK WIRELESS phone. Each Q LINK WIRELESS Minute card includes a set number of minutes and service days that begin to run from the date you add the Minutes to your Q LINK WIRELESS phone. Bonus and promotional minutes will not increase with any Q LINK WIRELESS Unlimited Minute cards. Q LINK reserves the right to modify, adjust and/or eliminate the extra Bonus minutes at any time in its discretion. Q LINK customers may purchase Minutes at the rate of 10¢ or less per unit. Q LINK reserves the right to adjust its Minute rates at any time in its sole discretion.

For each Q LINK WIRELESS airtime, card or PIN purchased at our regular price and added to a Q LINK phone, the Q LINK customer will receive the following:

Minutes on Face of Q Link Card	Service Days	Price of Card	Rate Per Minute
50	30	\$9.99	.20
120	30	\$19.99	.17
200	30	\$29.99	.15
450	30	\$59.99	.13
One WEEK UNLIMITED Service Card	7	\$15.99	N/A
Two WEEK UNLIMITED Service Card	14	\$25.99	N/A

7. SERVICE END DATE, DEACTIVATION AND REACTIVATION.

As a Q LINK WIRELESS customer, you will receive 365 service days upon your enrollment and activation in the Q LINK Lifeline Program and another 365 service days following each successful annual verification for your continued program eligibility in the Q LINK Lifeline Program. If you fail to complete your annual verification within 90 days of the required verification date, you will be de-enrolled from the Q LINK Lifeline Program. Upon de-enrollment from the Q LINK Lifeline Program, you will cease receiving the free monthly allotment of airtime. If you are de-enrolled, your phone will remain active and you may continue to use your phone so long as you have available minutes and service days remaining on your phone. You may purchase Minute and service days to keep your phone service active. If you are de-enrolled from the Q LINK Lifeline Program and you allow your remaining service days to expire or go "past due," your phone service will be deactivated, you may lose your unused minutes and you will lose your wireless telephone number. If you choose to reactivate your phone by completing the annual verification within 60 days after your verification due date, you will be re-enrolled in the program and continue receiving the free monthly allotment of airtime.

If your service is deactivated, you may reactivate your service by either re-enrolling in the Q LINK Lifeline Program (if eligible) or purchasing and redeeming a Q LINK WIRELESS Minute card with service days. Upon reactivation of your phone, you may be assigned a new telephone number. Any minutes remaining on your handset at the time of deactivation will be reinstated if your phone is reactivated within 60 days from the deactivation date. If your phone remains inactive for more than 60 days, you will lose any remaining airtime. If you have been de-enrolled from the Q LINK Lifeline Program and are not eligible to re-enroll but you wish to keep your service active, you must purchase and redeem additional Minute and service days before the "Service End Date" displayed on your phone. To prevent any interruption in your phone service, please keep your handset service active by timely completing your annual verification as required by the Q LINK Lifeline Program or, if no longer eligible, by purchasing and adding Q LINK Minute cards before your Service End Date.

"No Usage" De-Enrollment and Deactivation of Lifeline Service: Regardless of the Service End Date displayed on your handset, if you exceed 2 months without any Usage (as defined in this section), you will be de-enrolled from the Q LINK Lifeline Program. "Usage" is defined as any transaction including, but not limited to, making or receiving a call, sending or opening a text message, downloading data content, adding Minutes or receiving your free monthly airtime. Upon de-enrollment for non-Usage, you will have up to a 30-day grace period to reenroll in the Q LINK Lifeline Program by calling 1-855-QLINK43 (1-855-754-6543). If you do not re-enroll, use your phone or call Q LINK Customer Care within 30 days of your de-enrollment, your phone service will be deactivated. In order to reactivate your Q LINK phone and re-enroll in the Q LINK Lifeline Program, you will need to call Q LINK Customer Care. Upon successful re-enrollment, you will receive the monthly minutes that you were entitled to receive through the date your enrollment was cancelled. You will not, however, receive any minutes for the period of time you were not enrolled in the Q LINK Lifeline Program. In addition, you will be assigned the service days displayed on your handset, which are the days you were granted when first enrolled in the program.

8. OUR RIGHT TO TERMINATE YOUR Q LINK WIRELESS LIFELINE SERVICE.

You agree not to give away, resell or offer to resell the Q LINK Phone or Service provided by the Q LINK Lifeline Program. You also agree your Q LINK Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE Q LINK PROGRAM FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if you: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) allow anyone to tamper with your Q LINK Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive

messaging, emailing or calling; (j) modify your device from its manufacturer's specification; or (k) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., selling or giving away your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

9. UNAUTHORIZED USAGE; TAMPERING.

The Q LINK WIRELESS handset is provided exclusively for use by you, the end consumer with the Q LINK WIRELESS Lifeline Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Q LINK WIRELESS handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with Q LINK WIRELESS. You agree not to unlock, re-flash, tamper with or alter your Q LINK WIRELESS phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of your Q LINK WIRELESS phone or the Service, or assist others in such acts, or to sell and/or export Q LINK WIRELESS handsets outside of the United States. These acts violate Q LINK WIRELESS' rights and state and federal laws. Improper, illegal or unauthorized use of your Q LINK WIRELESS phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against you. Q LINK WIRELESS will prosecute violators fully of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use or sale of your Q LINK WIRELESS phone shall entitle Q LINK WIRELESS to recover liquidated damages from you in an amount of not less than \$5,000 per Q LINK WIRELESS handset purchased, sold, acquired or used in violation of this agreement.

Some Q LINK WIRELESS handsets have SIM cards. If your Q LINK WIRELESS phone has a SIM card, then you agree to safeguard your SIM card and not to allow any unauthorized person to use your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, your SIM card. You may not remove your SIM Card from your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of your service and de-enrollment from the Q LINK Lifeline Program. The Carriers, Q LINK WIRELESS, or its service providers, may, from time to time, remotely update or change the encoded information on your SIM card. Your Q LINK WIRELESS phone is restricted from operating when you are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. In the event of suspension for this or any other unauthorized usage, you will not be entitled to receive any refunds for unused airtime.

10. COVERAGE MAPS AND ROAMING.

You will find coverage maps on our website. These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. Q LINK WIRELESS does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and your equipment may interfere with actual service, quality and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when you make and receive calls outside of the network coverage area of your service provider. When your Q LINK WIRELESS phone is roaming, an indicator light on your handset may display the word "Roam" or "RM" on the screen while the phone is

not in use. There are no additional charges for domestic roaming calls for the Q LINK WIRELESS phone you were provided. Availability, quality of coverage and Services while roaming are not guaranteed.

11. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT.

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, Q LINK WIRELESS reserves the right to substitute and/or replace any Q LINK WIRELESS equipment (including handsets) with other Q LINK WIRELESS equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular Q LINK WIRELESS handset may not be available on your phone. Q LINK WIRELESS does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither Q LINK WIRELESS, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, you should not use your Q LINK WIRELESS phone outside during a lightning storm. You should also unplug the Q LINK WIRELESS phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.

12. WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY.

Limited Warranty Exchange Policy: Q LINK WIRELESS customers shall have up to one year from the activation date of their phone to return any defective phone to Q LINK WIRELESS. Q LINK WIRELESS will exchange a defective phone for a new or refurbished phone, at Q LINK's discretion, during this period only pursuant to the terms of the Limited Warranty set forth below. For a defective phone replacement, call Q LINK WIRELESS Technical Customer Service.

13. LOST OR STOLEN PHONE POLICY:

For any lost or stolen Q LINK WIRELESS phone, you may request and receive only one replacement phone per customer. The replacement phone will be a refurbished phone. All reported lost and stolen phones will be permanently deactivated. The replacement phone will include only 10 minutes of lost airtime. Any additional Minutes that you may have had on your lost phone will not be replaced. In the event you lose your replacement phone or it is stolen, you will need to purchase an additional phone. If a phone is lost or stolen while in transit to the customer before the customer receives the phone, the lost phone and minutes may be replaced as a onetime courtesy in Q LINK's sole discretion.

14. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED

WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

15. HEARING, VISUAL OR SPEECH IMPAIRED ACCOMMODATIONS.

Any hearing, visual or speech impaired persons interested in applying for a specially equipped Q LINK WIRELESS must call Q LINK WIRELESS and specify the need(s) to an agent and Q LINK WIRELESS will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.

16. EMERGENCY CALLS.

Q LINK WIRELESS customers have access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone.

17. DATA SERVICES.

With certain Q LINK WIRELESS phone models, you can download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media messaging services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services") through our wireless Mobile Web ("WAP"). Data Services are additional Services offered by us at an additional charge in the form of a debit of minutes for your use of such services.

Accessing and Purchasing Data Services. In order to purchase, download or access Data Services, your handset must have active service and sufficient available Minutes. Your handset will not let you open the WAP browser without a remaining minute balance of at least 10 minutes. Each time you access our wireless WAP with your handset's browser, 0.5 units per minute will be deducted from your handset ("Access Charges"). Access Charges are deducted in full minute increments. WAP access of less than 60 seconds is rounded up to the next full minute. Access Charges begin when your handset makes a data connection. This should occur shortly after you open your browser, send or receive a multi-media message (e.g., a picture), initiate a content download, view subscribed Information Services or if WAP access is initiated for any other purpose. Access Charges end when the data connection terminates. This should occur shortly after you close your browser, successfully receive or send a multi-media message (e.g., a picture), after a successful content download or after any other closure of a WAP session. The WAP access duration and the related Access Charges are NOT determined from the exact moment you press a button on your handset to open or close the browser.

In addition to the Access Charges, there will be an additional one-time charge for any content you select to download ("Content Charge"). The Content Charges vary depending on the type of content. You will be advised of the Content Charges prior to finalizing your purchase. The Data Services you purchase and download may only be used or viewed on the handset for which they were purchased and cannot be transferred to any other device, including a new or replacement handset.

Modifications, Interruptions, or Discontinuation of Data Service. Q LINK WIRELESS does not guarantee the availability of Data Services on all of its phone models nor does it guarantee the availability of Data Services at all times. Q LINK WIRELESS reserves the right to modify, suspend, interrupt, discontinue or permanently cancel Data Services, or portions thereof, without notice. Data Services are not available in certain areas. Q LINK WIRELESS is not responsible and will not be liable for any modifications, interruptions or discontinuation of the Data Services or for any failure in receipt of the purchased Data Services. If the Data Services, or any part thereof, for which you subscribe, are modified, interrupted, discontinued or canceled, you will not receive a refund or credit from Q LINK WIRELESS for any remaining used or unused subscription time. If you cancel or attempt to cancel a Data Service download, a subscription purchase or a multi-media message in progress, or if this process is otherwise interrupted through no action on your part, you may nevertheless be charged in accordance with the terms and conditions set forth herein.

18. LIMITATION OF LIABILITY.

Q LINK and Q LINK WIRELESS are not liable to you for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. Q LINK and Q LINK WIRELESS will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any service or equipment provided by or manufactured by third parties. When your Q LINK WIRELESS phone is returned to Q LINK WIRELESS for any reason, Q LINK WIRELESS is not responsible and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads you may have stored on your phone or which may remain on your phone.

19. INDEMINIFICATION.

You agree to indemnify and hold harmless Q LINK WIRELESS and All Affiliated or related companies from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof) resulting from your use of a Q LINK WIRELESS phone and/or use of the Q LINK WIRELESS Lifeline Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

20. BINDING ARBITRATION. PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION), EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR Q LINK WIRELESS PHONE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF Q LINK WIRELESS™ AGREEMENT WITH YOU.

This provision is intended to encompass all disputes or claims arising out of your relationship with Q LINK WIRELESS, arising out of or relating to the Q LINK Lifeline Service or any equipment used in connection with the Q LINK Lifeline Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Q LINK WIRELESS from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of your Q LINK WIRELESS phone, its software, the Q LINK Lifeline Service and/or PIN numbers, in state or federal court.

References to you and Q LINK WIRELESS include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Q LINK WIRELESS by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. You and Q LINK WIRELESS agree that use of the Q LINK Lifeline Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Q LINK WIRELESS agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and if this preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Q LINK WIRELESS in accordance with the AAA Rules, except that Q LINK WIRELESS will reimburse you for the filing fee in the event you prevail in the arbitration. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Q LINK WIRELESS and you agree otherwise, the location of any arbitration shall be Dania, Florida. Except where prohibited by law, Q LINK WIRELESS and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Q LINK WIRELESS shall disclose the existence, contents, or results of any arbitration, except to the extent required by law. Judgment on the award rendered may be entered by any court of competent jurisdiction.

This Agreement shall be construed under the laws of Florida, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you reside, or where you use or pay for the Services.

21. PRIVACY POLICY.

To view the Q LINK WIRELESS Privacy Policy please refer to the Q LINK WIRELESS website.

22. LIMITED WARRANTY.

Your Q LINK phone is covered by a one year limited warranty, set forth below, administered by Q LINK. A reconditioned Q LINK phone also has a one year limited warranty provided by Q LINK and all Q LINK accessories have a 90-day limited warranty against defects in materials and workmanship under normal use by the purchaser. You may obtain warranty service directly from Q LINK.

How to obtain Warranty Service. To obtain warranty service from Q LINK on a new or reconditioned phone or Q LINK accessories, please contact Technical Support from a landline or another phone in order to avoid using up your minutes. If your problem cannot be resolved over the phone, our Q LINK technicians will provide you with a Ticket Number, which you will use to send your phone and/or

accessories to the designated Q LINK Lifeline Service Center for repair or replacement, at Q LINK 's discretion.

Terms of Limited Warranty .Q LINK warrants to you, the Customer, that your Q LINK cellular phone ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

1. The limited warranty for the Product extends for ninety (90) days beginning on the first date of activation of your phone.
2. The limited warranty extends only to the original customer ("Consumer") of the Product.
3. The limited warranty is not assignable or transferable to any subsequent end-user.
4. During the limited warranty period, Q LINK will replace or repair, at Q LINK's sole option, any defective Products or parts (except as excluded below), or any Products or parts that will not properly operate for their intended use (except as excluded below) with new or refurbished replacement Products or parts if such replacement or repair is needed because of Product malfunction or failure during normal usage. Q LINK may, at its sole discretion, replace the Product with a refurbished phone of the same model if available, or if not available, of a comparable model of phone. The limited warranty does not cover loss of personal information, passwords, contacts, music, ringtones, pictures, videos, applications or other content, memory cards, software, defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. Q LINK's limit of liability under this limited warranty is the actual cash value of the Product at the time the Consumer returns the Product to Q LINK for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. Q LINK shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.
5. The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
 - a. The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Q LINK, including damage caused by shipping.
 - b. The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source.
 - c. Q LINK was not advised in writing by the Consumer of the alleged defect or malfunction of the Product within ten (10) days after the expiration of the applicable limited warranty period.
 - d. The Product serial number plate or the enhancement data code has been removed, defaced or altered.
 - e. The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.
 - f. The Product is outside of the Limited Warranty period.

6. Q LINK does not warrant uninterrupted or error-free operation of the Product or service. Q LINK cannot and does not guarantee that your communications will be private or secure; it is illegal for unauthorized people to intercept your communications, but such interceptions can occur.

7. If a problem develops during the limited warranty period, the Consumer shall contact Q LINK Customer Care for repair or replacement processing of the Product. Q LINK shall, at its discretion, provide a replacement product that may consist of a refurbished phone of the same model if available, or of a comparable model.

8. You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.

9. Q LINK EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Q LINK SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF Q LINK KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. Q LINK SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS RETURNED FOR REPLACEMENT OR WARRANTY SERVICE OR FOR THE LOSS OR UNAUTHORIZED USE OF CUSTOMER PASSWORDS, PERSONAL INFORMATION, CONTACTS, PICTURES, VIDEOS, APPLICATIONS, MUSIC, RINGTONES OR OTHER CONTENT.

10. Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may have other rights, which vary from state to state.

11. Q LINK neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.

12. This is the entire warranty between Q LINK and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.

13. This limited warranty allocates the risk of failure of the Product between the Consumer and Q LINK. The allocation is recognized by the Consumer and is reflected in the purchase price.

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

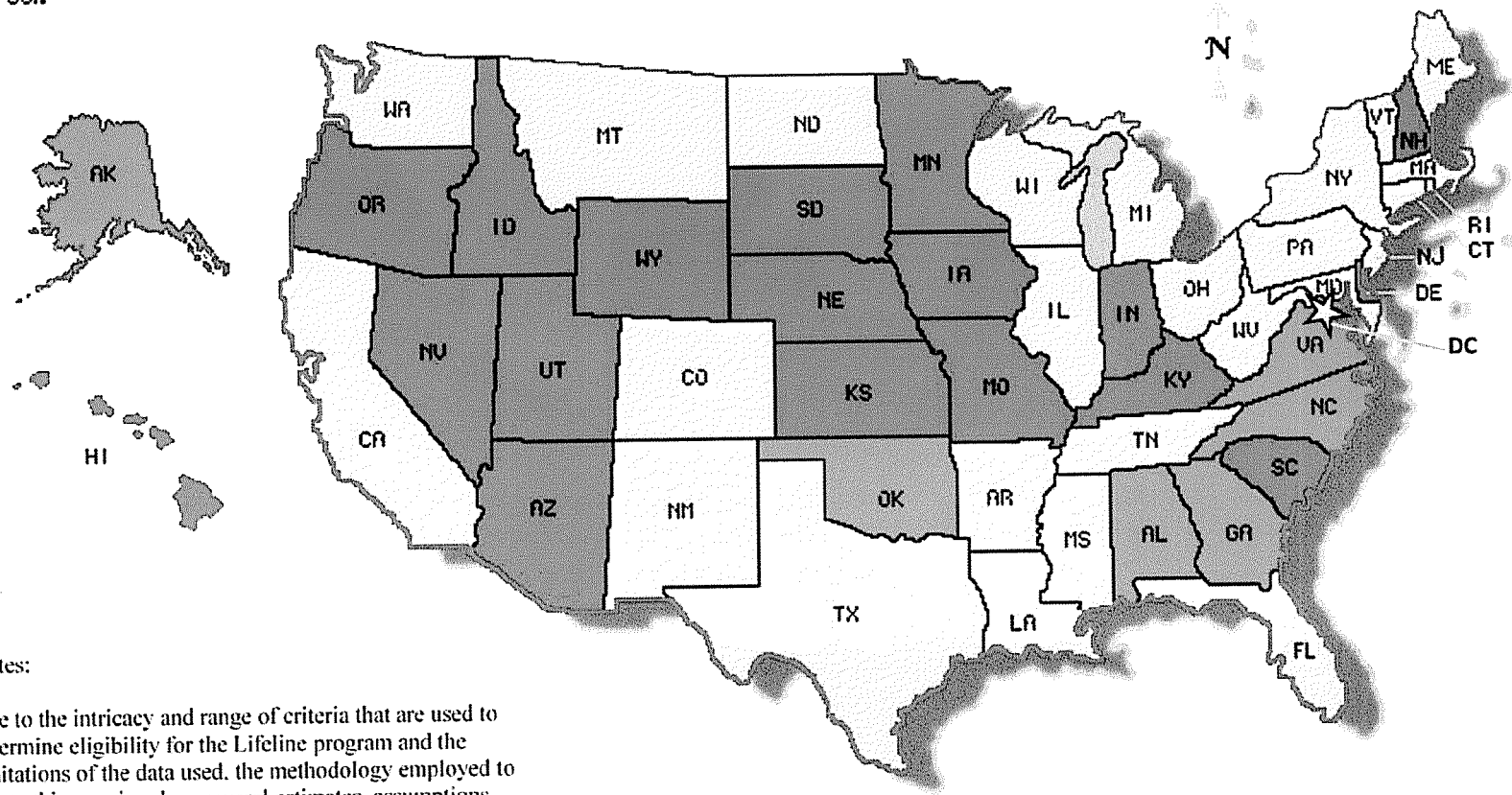
Q LINK and Q LINK WIRELESS are registered trademarks of Q LINK WIRELESS, LLC. A subsidiary of Quadrant Holdings Group LLC.

EXHIBIT 4

2010 Lifeline Participation Rates by State

2010 Lifeline Participation Rates by State

- - Below 10%
- - 10% - 20%
- - 20% - 50%
- - Above 50%



Notes:

Due to the intricacy and range of criteria that are used to determine eligibility for the Lifeline program and the limitations of the data used, the methodology employed to create this map involves several estimates, assumptions, simplifications, and omissions. Therefore, the rates generated on this map should be treated as estimates only.

EXHIBIT 5

Wire Centers

NON-RURAL TELEPHONE COMPANY WIRE CENTERS

Non-Rural Telephone Company	Study Area Code	Wire Center (CLLI Code)	Exchange
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	ALBYKYXA	ALBANY
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	ASLDKYXA	ASHLAND
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BEREKYXA	BEREA
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BRSDKYXA	BURNSIDE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BRVLKYXA	BRADFORDSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BSVLKYXA	BURKESVILLE2
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	BTVLKYXA	BRYANTSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CECLKYXA	CECILIA
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CLMAKYXA	COLUMBIA
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CMVLKYXA	CAMPBELLSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	CTBGKYXA	CATLETTSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	EWNGKYXA	EWING
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	EZTWKYXA	ELIZABETHTOWN
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	FMBGKYXA	FLEMINGSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	FMBGKYXA	WASHINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GLSGKYXA	GLASGOW1
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GNBGKYXB	GREENSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GNUPKYXA	GREENUP
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GRSNKYXA	GARRISON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	GYSNKYXA	GRAYSON

WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HGVLKYXA	HODGENVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HLBOKYXA	HILLSBORO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HTVLKYXE	HUSTONVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HZRDKYXA	HAZARD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	HZRDKYXA	LEATHERWOOD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LBNNKYXA	LEBANON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LBRTKYXA	LIBERTY
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LNCSKYXA	LANCASTER
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LRTTKYXA	LORETTO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LTFDKYXA	LEITCHFIELD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYUK	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXA	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXB	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXC	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXD	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXE	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXF	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	LXTNKYXG	LEXINGTON
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MDWYKYXA	MIDWAY
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MEDSKYXA	MEADS
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MNTIKYXA	MONTICELLO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	MRHDKYXA	MOREHEAD
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	NANCKYXA	NANCY

WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	NCVLKYXA	NICHOLASVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	OLHLKYXA	OLIVE HILL
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	OWVLKYXA	OWINGSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	PNLCKYXE	PAINT LICK
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	RSSLKYXB	RUSSELL
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SCVLKYXA	SCOTTSVILLE1
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SHBGKYXA	SHARPSBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SHDNKYXA	SOUTH HARDIN
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SLLCKYXA	SALT LICK
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SMRTKYXA	SOMERSET
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	SSHRKYXA	SOUTH SHORE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	TLBOKYXA	TOLLESBORO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	TMVLKYXA	TOMPKINSVILLE
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	VICCKYXA	VICCO
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	VNBGKYXA	VANCEBURG
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	VRSLKYXA	VERSAILLES
WINDSTREAM KENTUCKY EAST, INC. - LEXINGTON	269690	WLMRKYXA	WILMORE
CINCINNATI BELL, INC.	265061	ALXNKYAL	ALEXANDRIA1
CINCINNATI BELL, INC.	265061	ALXNKYAL	ALEXANDRIA2
CINCINNATI BELL, INC.	265061	BTLRKYBR	BUTLER
CINCINNATI BELL, INC.	265061	BURLKYBN	BOONE1
CINCINNATI BELL, INC.	265061	BURLKYBN	BOONE2
CINCINNATI BELL, INC.	265061	CRTDKYCT	WILLIAMSTOWN
CINCINNATI BELL, INC.	265061	CVTNKYCN	COVINGTON
CINCINNATI BELL, INC.	265061	FLRNKYFL	BOONE1
CINCINNATI BELL, INC.	265061	FLRNKYFL	BOONE2
CINCINNATI BELL, INC.	265061	FLRNKYFL	COVINGTON

CINCINNATI BELL, INC.	265061	FTTHKYFT	COVINGTON
CINCINNATI BELL, INC.	265061	GLCOKYGC	GLENCOE
CINCINNATI BELL, INC.	265061	INDPKYIN	INDEPENDENCE1
CINCINNATI BELL, INC.	265061	INDPKYIN	INDEPENDENCE2
CINCINNATI BELL, INC.	265061	LKPKKYLP	COVINGTON
CINCINNATI BELL, INC.	265061	WLTNKYWL	WALTON1
CINCINNATI BELL, INC.	265061	WLTNKYWL	WALTON2
CINCINNATI BELL, INC.	265061	WLTWKYWT	WILLIAMSTOWN
CINCINNATI BELL, INC.	265061	WRSWKYWR	WARSAW
BELLSOUTH-KY	265182	BDFRKYMA	BEDFORD
BELLSOUTH-KY	265182	BGDDKYMA	BAGDAD
BELLSOUTH-KY	265182	BLFDKYMA	BLOOMFIELD
BELLSOUTH-KY	265182	BNTNKYMA	BENTON
BELLSOUTH-KY	265182	BRGNKYMA	BURGIN
BELLSOUTH-KY	265182	BRMNKYMA	BREMEN
BELLSOUTH-KY	265182	BRTWKYES	BARDSTOWN
BELLSOUTH-KY	265182	BVDMKYMA	BEAVER DAM
BELLSOUTH-KY	265182	BWLGKYMA	BOWLING GREEN
BELLSOUTH-KY	265182	BWLGKYMA	WOODBURN
BELLSOUTH-KY	265182	CADZKYMA	CADIZ
BELLSOUTH-KY	265182	CHPLKYMA	CHAPLIN
BELLSOUTH-KY	265182	CLHNKYMA	CALHOUN
BELLSOUTH-KY	265182	CMBGKYMA	CAMPBELLSBURG
BELLSOUTH-KY	265182	CNCYKYMA	CENTRAL CITY
BELLSOUTH-KY	265182	CNTWKYMA	CENTERTOWN
BELLSOUTH-KY	265182	COTNKYMA	CROFTON
BELLSOUTH-KY	265182	CRBNKYMA	CORBIN
BELLSOUTH-KY	265182	CRBOKYMA	CRAB ORCHARD
BELLSOUTH-KY	265182	CRTNKYMA	CARROLLTON
BELLSOUTH-KY	265182	CYDNKYMA	CORYDON
BELLSOUTH-KY	265182	CYNTKYMA	CYNTHIANA
BELLSOUTH-KY	265182	DAVLKYMA	DANVILLE
BELLSOUTH-KY	265182	DWSPKYES	DAWSON SPRINGS
BELLSOUTH-KY	265182	EDVLKYMA	EDDYVILLE
BELLSOUTH-KY	265182	EKTNKYMA	ELKTON
BELLSOUTH-KY	265182	EMNNKYES	EMINENCE
BELLSOUTH-KY	265182	EMNNKYPL	CROPPER
BELLSOUTH-KY	265182	ENSRKYMA	ENSOR
BELLSOUTH-KY	265182	ERTNKYMA	EARLINGTON
BELLSOUTH-KY	265182	FKLNKYMA	FRANKLIN

BELLSOUTH-KY	265182	FLTNKYMA	CAYCE
BELLSOUTH-KY	265182	FLTNKYMA	FULTON
BELLSOUTH-KY	265182	FLTNKYMA	SOUTH FULTONTN
BELLSOUTH-KY	265182	FLTNKYMA	WATER VALLEY
BELLSOUTH-KY	265182	FNVLYKYMA	FINCHVILLE
BELLSOUTH-KY	265182	FORDKYMA	FORD
BELLSOUTH-KY	265182	FRFTKYES	FRANKFORT
BELLSOUTH-KY	265182	FRFTKYMA	FRANKFORT
BELLSOUTH-KY	265182	GBVLKYMA	GILBERTSVILLE
BELLSOUTH-KY	265182	GHNTKYMA	GHENT
BELLSOUTH-KY	265182	GNVLKYMA	GREENVILLE
BELLSOUTH-KY	265182	GRACKYMA	GRACEY
BELLSOUTH-KY	265182	GRTWKYMA	GEORGETOWN
BELLSOUTH-KY	265182	HABTKYMA	HABIT
BELLSOUTH-KY	265182	HANSKYMA	HANSON
BELLSOUTH-KY	265182	HBVLKYMA	HEBBARDSVILLE
BELLSOUTH-KY	265182	HDBGKYMA	CORNISHVILLE
BELLSOUTH-KY	265182	HDBGKYMA	HARRODSBURG
BELLSOUTH-KY	265182	HNSNKYMA	HENDERSON
BELLSOUTH-KY	265182	HPVLKYMA	HOPKINSVILLE
BELLSOUTH-KY	265182	HRFRKYMA	HARTFORD
BELLSOUTH-KY	265182	HRLNKYMA	HARLAN
BELLSOUTH-KY	265182	KKVLKYMA	KIRKSVILLE
BELLSOUTH-KY	265182	LBJTKYMA	LEBANON JUNCTION
BELLSOUTH-KY	265182	LGRNKYES	LAGRANGE
BELLSOUTH-KY	265182	LRBGKYMA	LAWRENCEBURG
BELLSOUTH-KY	265182	LSVLKY26	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYAN	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYAP	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYBE	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYBR	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYCW	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYFC	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYHA	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYJT	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYOA	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYSH	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYSL	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYSM	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYTS	LOUISVILLE

BELLSOUTH-KY	265182	LSVLKYVS	LOUISVILLE
BELLSOUTH-KY	265182	LSVLKYWE	LOUISVILLE
BELLSOUTH-KY	265182	LVMRKYMA	LIVERMORE
BELLSOUTH-KY	265182	MACEKYMA	MACEO
BELLSOUTH-KY	265182	MDVIKYMA	MADISONVILLE
BELLSOUTH-KY	265182	MGTWKYMA	MORGANTOWN
BELLSOUTH-KY	265182	MLTNKYMA	MILTON
BELLSOUTH-KY	265182	MRGPKYMA	MORTONS GAP
BELLSOUTH-KY	265182	MRRYKYMA	MURRAY
BELLSOUTH-KY	265182	MTEDKYMA	MT EDEN
BELLSOUTH-KY	265182	MTSTKYMA	MT STERLING
BELLSOUTH-KY	265182	MYFDKYMA	MAYFIELD
BELLSOUTH-KY	265182	NEBOKYMA	NEBO
BELLSOUTH-KY	265182	NRVLKYMA	NORTONVILLE
BELLSOUTH-KY	265182	OKGVKYES	OAK GROVE
BELLSOUTH-KY	265182	OKGVKYES	SOUTH OAK GROVE
BELLSOUTH-KY	265182	OWBOKYMA	OWENSBORO
BELLSOUTH-KY	265182	PARSKYMA	LITTLE ROCK
BELLSOUTH-KY	265182	PARSKYMA	NORTH MIDDLETOWN
BELLSOUTH-KY	265182	PARSKYMA	PARIS
BELLSOUTH-KY	265182	PDCHKYIP	PADUCAH
BELLSOUTH-KY	265182	PDCHKYLO	PADUCAH
BELLSOUTH-KY	265182	PDCHKYMA	PADUCAH
BELLSOUTH-KY	265182	PDCHKYRL	PADUCAH
BELLSOUTH-KY	265182	PDCHKYRL	SYMSONIA
BELLSOUTH-KY	265182	PIVLKYMA	PINEVILLE
BELLSOUTH-KY	265182	PLRGKYMA	PLEASANT RIDGE
BELLSOUTH-KY	265182	PNTHKYMA	PANTHER
BELLSOUTH-KY	265182	PNVLKYMA	PAINTSVILLE
BELLSOUTH-KY	265182	PRBGKYES	PRESTONSBURG
BELLSOUTH-KY	265182	PRTNKYES	PRINCETON
BELLSOUTH-KY	265182	RBRDKYMA	ROBARDS
BELLSOUTH-KY	265182	RCMDKYMA	RICHMOND
BELLSOUTH-KY	265182	RLVLKYMA	RUSSELLVILLE
BELLSOUTH-KY	265182	RSTRKYES	ROSE TERRACE
BELLSOUTH-KY	265182	SDVLKYMA	SADIEVILLE
BELLSOUTH-KY	265182	SEBRKYMA	SEBREE
BELLSOUTH-KY	265182	SHVLKYMA	SHELBYVILLE
BELLSOUTH-KY	265182	SLGHKYMA	SLAUGHTERS
BELLSOUTH-KY	265182	SLPHKYMA	SULPHUR

BELLSOUTH-KY	265182	SLVSKYMA	SALVISA
BELLSOUTH-KY	265182	SPFDKYMA	MACKVILLE
BELLSOUTH-KY	265182	SPFDKYMA	MOORESVILLE
BELLSOUTH-KY	265182	SPFDKYMA	SPRINGFIELD
BELLSOUTH-KY	265182	SRGHKYMA	SORGHO
BELLSOUTH-KY	265182	SSVLKYMA	SIMPSONVILLE
BELLSOUTH-KY	265182	STCHKYMA	ST CHARLES
BELLSOUTH-KY	265182	STGRKYMA	STAMPING GROUND
BELLSOUTH-KY	265182	STNLKYMA	STANLEY
BELLSOUTH-KY	265182	TYVLKYMA	TAYLORSVILLE
BELLSOUTH-KY	265182	WACOKYMA	WACO
BELLSOUTH-KY	265182	WDDYKYMA	WADDY
BELLSOUTH-KY	265182	WLBGKYMA	WILLIAMSBURG
BELLSOUTH-KY	265182	WLVLKYMA	WEST LOUISVILLE
BELLSOUTH-KY	265182	WNCHKYMA	WINCHESTER
BELLSOUTH-KY	265182	WSPNKYMA	WEST POINT