

November 5, 2014

Burl W. Haar  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
St. Paul, Minnesota 55101-2147

**RE: Petition of Tempo Telecom, LLC (Tempo) for Designation as an Eligible  
Telecommunications Carrier (Low Income Only) in Minnesota  
Docket No. P6919/M-13-1137**

Dear Dr. Haar:

Attached are the comments of the Minnesota Department of Commerce in the above referenced matter.

The petition was filed on December 12, 2013 by:

Angela F. Collins  
Cahill, Gordon & Reindel, LLP  
1990 K Street NW, Suite 950  
Washington D.C. 20006-1181

The Department recommends approval of the petition with conditions, and is available to answer any questions the Commission may have.

Sincerely,

/s/ KATHERINE DOHERTY  
Rates Analyst

KD/lt  
Attachment

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

COMMENTS OF THE  
MINNESOTA DEPARTMENT OF COMMERCE

DOCKET No. P6919/M-13-1137

**I. PROCEDURAL BACKGROUND**

On December 12, 2013, Tempo Telecom Communications, LLC (Tempo) filed a petition seeking designation as an Eligible Telecommunications Carrier (ETC) in Minnesota for the purpose of receiving federal universal service support solely for providing Lifeline (and Linkup) service to qualified customers.

**II. APPLICABLE LAW**

FCC Rule 47 C.F.R. § 54.101 (a) defines the supported services that must be offered by eligible telecommunications carriers, and states:

- (a) *Services designated for support.* Voice Telephony services shall be supported by federal universal service support mechanisms. Eligible voice telephony services must provide voice grade access to the public switched network or its functional equivalent; minutes of use for local service provided at no additional charge to end users; access to the emergency services provided by local government or other public safety organizations, such as 911 and enhanced 911, to the extent the local government in an eligible carrier's service area has implemented 911 or enhanced 911 systems; and toll limitation services<sup>1</sup> to qualifying low-income consumers as provided in subpart E of this part.

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<sup>1</sup> The FCC clarified in its February 6, 2012 Report and Order and Further Notice of Proposed Rulemaking in the Matter of Lifeline and Linkup Reform and Modernization (WC Docket No. 11-42), Lifeline and Linkup (WC Docket 03-109) Federal State Joint Board on Universal Service (CC Docket No. 96-45) and Advancing Broadband through Digital Literacy Training (WC Docket No. 12-23) (*Lifeline Linkup Reform Order*) that it would require (or support) toll limitation service for plans offered by ETCs that do not charge a fee for toll calls in addition to the per month or per billing cycle price of the consumer's Lifeline service (para. 230).

FCC Rule 47 C.F.R. § 54.201 (d) requires that a common carrier designated as an eligible telecommunications carrier under this section shall be eligible to receive universal service support in accordance with section 254 of the Act and shall, throughout the service area for which the designation is received:

- (1) Offer the services that are supported by federal universal service support mechanisms under subpart B of this part and section 254(c) of the Act, either using its own facilities or a combination of its own facilities and resale of another carrier's services (including the services offered by another eligible telecommunications carrier);<sup>2</sup> and
- (2) Advertise the availability of such services and the charges therefore using media of general distribution.

FCC Rule 47 C.F.R. §54.202 sets forth requirements for designation of eligible telecommunications carriers, and states:

- a) In order to be designated an eligible telecommunications carrier under section 214(e) (6), any common carrier in its application must:
  - (1) (i) Certify that it will comply with the service requirements applicable to the support that it receives.
  - (ii) Submit a five-year plan that describes with specificity proposed improvements or upgrades to the applicant's network throughout its proposed service area. Each applicant shall estimate the area and population that will be served as a result of the improvements. ***Except, a common carrier seeking designation as an eligible telecommunications carrier in order to provide supported services only under subpart E of this part does not need to submit such a five-year plan.***(emphasis added)

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<sup>2</sup> the FCC granted, on its own motion, blanket forbearance from applying the facilities requirement of section 214(e)(1)(A) of the Act to *all* telecommunications carriers that seek designation limited to participation in the Lifeline program, subject to the following conditions:

- Each carrier must (a) provide its Lifeline subscribers with 911 and E911 access, regardless of activation status and the availability of minutes, (b) provide its Lifeline subscribers with E911 compliant handsets and replace, at no charge, non-compliant handsets of Lifeline-eligible subscribers.
- Each carrier must submit and receive FCC approval of a compliance plan providing “specific information about the carrier’s service offerings and outlining the measures the carrier will take to implement the obligations contained in [the Lifeline Linkup Reform Order] as well as further safeguards against waste, fraud and abuse the Bureau may deem necessary.”

- (2) Demonstrate its ability to remain functional in emergency situations, including a demonstration that it has a reasonable amount of back-up power to ensure functionality without an external power source, is able to reroute traffic around damaged facilities, and is capable of managing traffic spikes resulting from emergency situations.
- (3) Demonstrate that it will satisfy applicable consumer protection and service quality standards. A commitment by wireless applicants to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service will satisfy this requirement. Other commitments will be considered on a case-by-case basis.
- (4) For common carriers seeking designation as an eligible telecommunications carrier for purposes of receiving support only under subpart E of this part, demonstrate that it is financially and technically capable of providing the Lifeline service in compliance with subpart E of this part.
- (5) For common carriers seeking designation as an eligible telecommunications carrier for purposes of receiving support only under subpart E of this part, submit information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, including details on the number of minutes provided as part of the plan, additional charges, if any, for toll calls, and rates for each such plan. To the extent the eligible telecommunications carrier offers plans to Lifeline subscribers that are generally available to the public, it may provide summary information regarding such plans, such as a link to a public Web site outlining the terms and conditions of such plans.
  - b) Public interest standard. Prior to designating an eligible telecommunications carrier pursuant to section 214(e) (6), the Commission determines that such designation is in the public interest.

47 C.F.R. §54.405 subparts (a) and (b) require that ETCs a) must make Lifeline service available to low income consumers and b) must publicize the availability of Lifeline service “in a manner reasonably designed to reach those most likely to qualify for the service. Subpart (c) requires specific disclosures in marketing materials.

47 C.F.R. §54.410 (a) as amended June 25, 2013, states that:

All eligible telecommunications carriers must implement policies and procedures for ensuring that their Lifeline subscribers are eligible to receive Lifeline services. An eligible telecommunications carrier may not provide a consumer with an activated device that it represents enables use of Lifeline-supported service, nor may it activate service that it represents to be Lifeline service, unless and until it has (1) confirmed that the consumer is a qualifying low-income consumer pursuant to §54.409, and (2) completed the eligibility determination and certification required by this section and §§ 54.404-54.405, and completed any other necessary enrollment steps.

47 C.F.R §54.417(a) imposes record keeping requirements on ETCs, stating:

Eligible telecommunications carriers must maintain records to document compliance with all Commission and state requirements governing the Lifeline and Tribal Link Up program for the three full preceding calendar years and provide that documentation to the Commission or Administrator upon request. Notwithstanding the preceding sentence, eligible telecommunications carriers must maintain the documentation required in §54.410(d) and (f) for as long as the subscriber receives Lifeline service from that eligible telecommunications carrier.

47 C.F.R §54.420 (a) provides for audits, every two years, of overall compliance with rules and the company's internal controls for Companies that receive \$5 million or more annually on a holding company basis every two years.

47 C.F.R §54.422(a) sets forth the requirements for annual certifications required of all carriers (including Lifeline-only ETCs) that provide Lifeline service and receive low-income support, and states:

- (a) In order to receive support under this subpart, an eligible telecommunications carrier must annually report:
  - (1) The company name, names of the company's holding company, operating companies and affiliates, and any branding (a "dba," or "doing-business-as company" or brand designation) as well as relevant universal service identifiers for each such entity by Study Area Code. For purposes of this paragraph, "affiliates" has the meaning set forth in section 3(2) of the Communications Act of 1934, as amended; and

- (2) Information describing the terms and conditions of any voice telephony service plans offered to Lifeline subscribers, including details on the number of minutes provided as part of the plan, additional charges, if any, for toll calls, and rates for each such plan. To the extent the eligible telecommunications carrier offers plans to Lifeline subscribers that are generally available to the public, it may provide summary information regarding such plans, such as a link to a public Web site outlining the terms and conditions of such plans.

47 C.F.R. §54.422(b)<sup>3</sup> sets forth additional annual certifications required of eligible telecommunications carriers that receive Lifeline *only* support.

- (b) In order to receive support under this subpart, a common carrier that is designated as an eligible telecommunications carrier under section 214(e) (6) of the Act and does not receive support under subpart D of this part must annually provide:

- (1) Detailed information on any outage in the prior calendar year, as that term is defined in 47 CFR 4.5, of at least 30 minutes in duration for each service area in which the eligible telecommunications carrier is designated for any facilities it owns, operates, leases, or otherwise utilizes that potentially affect
  - (i) At least ten percent of the end users served in a designated service area; or
  - (ii) A 911 special facility, as defined in 47 CFR 4.5(e).
  - (iii) Specifically, the eligible telecommunications carrier's annual report must include information detailing:
    - (A) The date and time of onset of the outage;
    - (B) A brief description of the outage and its resolution;
    - (C) The particular services affected;
    - (D) The geographic areas affected by the outage;
    - (E) Steps taken to prevent a similar situation in the future; and
    - (F) The number of customers affected.
- (2) The number of complaints per 1,000 connections (fixed or mobile) in the prior calendar year;

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<sup>3</sup> Similar annual reporting requirements for ETCs that receive high cost support are set forth in 47 C.F.R. §54.313.

- (3) Certification of compliance with applicable service quality standards and consumer protection rules;
- (4) Certification that the carrier is able to function in emergency situations as set forth in §54.202(a) (2).

47 C.F.R. §54.422(c) requires that:

All reports required by this section must be filed with the Office of the Secretary of the Commission, and with the Administrator. Such reports must also be filed with the relevant state commissions and the relevant authority in a U.S. territory or Tribal governments, as appropriate.

### III. STATEMENT OF ISSUE

- Whether Tempo has demonstrated the intent and capability of offering and advertising voice telephony service to Lifeline-qualified customers throughout its requested service area.
- Whether designation of Tempo as an ETC, limited to the provision of Lifeline service, is in the public interest.

### IV. ANALYSIS

Under Section 214(e)(1) of the Act and Section 54.201(d) of the FCC's rules, a common carrier may be designated as an ETC if it (1) offers the services supported by federal universal service, (2) offers such services using its own facilities or a combination of its own facilities and resale of another carrier's services; and (3) advertises the availability of such services and the relevant charges using media of general distribution.

#### **Tempo is a Common Carrier**

Tempo, as a Commercial Mobile Radio Service (CMRS) provider, is a common carrier as defined in 47 U.S.C. §153 (11).<sup>4</sup>

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<sup>4</sup> 47 U.S.C. § 153 (11) states: The term "common carrier" or "carrier" means any person engaged as a common carrier for hire in interstate or foreign communications by wire or radio or interstate or foreign radio transmission of energy, except where reference is made to common carriers not subject to this chapter; but a person engaged in radio broadcasting shall not be deemed a common carrier.

**Tempo Offers the Services Supported by Federal Universal Service**

Tempo states that it will provide its customers with voice grade access to the public switched network, permitting its customers to “transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications, including receiving a signal that there is an incoming call,” minutes of use for local service at no additional charge, and access to emergency services,<sup>5</sup> as required by 47 C.F.R. 54.101 (a).

**Tempo’s FCC Compliance Plan**

Tempo notes that “[i]n August 2012, Birch Communications, Inc. (“Birch”) received approval from the FCC of its Compliance Plan for the provision of prepaid Lifeline wireless service,”<sup>6</sup> enabling it to take advantage of the FCC’s blanket grant of forbearance from the facilities based requirement.

On December 18, 2012, Birch notified the FCC that the prepaid wireless Lifeline service would be provided by a separate legal entity known as Now Communications, LLC (“Now Comm”). Now Comm committed to implement and comply with the compliance plan as approved for Birch, and notified the FCC that it adopted the compliance plan as its own. (See Exhibit 3 attached to Tempo’s petition.)

Now Comm has since changed its name to Tempo Telecom, LLC. On May 13, 2013, Tempo updated its FCC-approved compliance plan to reflect the name change, and to adopt the compliance plan as its own.

Tempo states that it will provide voice telephony through resale of Sprint wireless services, and does not have facilities of its own,<sup>7</sup> but it has obtained forbearance from the facilities-based requirement from the FCC. Tempo’s FCC-approved compliance plan is attached to Tempo’s petition as Exhibit 3.

**Tempo’s Requested Service Area**

Tempo states that it seeks certification in the geographic areas in Minnesota where its underlying carrier, Sprint, provides coverage, and has filed a list of Minnesota exchanges in which it will provide service.<sup>8</sup>

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<sup>5</sup> Tempo Petition, pages 6-7.

<sup>6</sup> Id., page 2.

<sup>7</sup> Id., page 8.

<sup>8</sup> Tempo Petition, Exhibit 6.



**Tempo's Intent to Advertise the Supported Services throughout its Requested Service Area**

As an ETC for the sole purpose of providing Lifeline service to low income customers, it is to Tempo's benefit to advertise its offerings and engage in outreach efforts that will result in increased participation in the Lifeline program.

Tempo notes in its initial petition that it will "publicize the availability of its prepaid wireless Lifeline service offering in a manner reasonably designed to reach those likely to qualify for the service."<sup>9</sup>

Tempo describes its advertising plan as follows:

Specifically, Tempo will utilize outreach materials and methods designed to reach households that currently do not have telephone service, will develop advertising materials for non-English speaking populations within its service area, and will coordinate its outreach efforts with relevant government agencies.

Tempo's advertising for its prepaid wireless Lifeline service offering will include, but not be limited to, targeted direct mail, advertisements in daily and weekly print periodicals, billboards, and radio advertising. Tempo will also coordinate with relevant state agencies, community outreach organizations, and non-profit organizations to make information available regarding Tempo's prepaid wireless Lifeline service offering in resource guides and other printed materials produced by those organizations, as well as in their offices or other locations visited by potential Lifeline-eligible subscribers. Tempo will build on the existing relationships with these organizations that Birch has in connection with Birch's current wireline Lifeline service offering as a non-ETC reseller. Tempo will also advertise through online search engines and third-party referral agents/dealers. As required under the *Lifeline Reform Order*, Tempo will ensure the FCC-required disclosures, any DBA names it uses, and details of the prepaid wireless Lifeline service offering are contained in all marketing materials.<sup>10</sup>

Tempo has provided an example of its marketing materials in Exhibit 7 attached to its petition.

The Department believes that Tempo has provided sufficient information about its advertising plans for the Commission to conclude that Tempo will "advertise the availability of [Lifeline] services and the relevant charges using media of general distribution,"<sup>11</sup> as required by 47 C.F.R. §54.201(d)(2)

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<sup>9</sup> Tempo Petition, page 9.

<sup>10</sup> *Id.*

<sup>11</sup> 47 C.F.R. §54.201(d)(2).

### **Tempo's Willingness to Comply with the Applicable Service Requirements**

Tempo certifies that it will comply with the service requirements applicable to the low-income support it receives (as required by 47 C.F.R. 54.202(a) (1)) as a result of designation as ETC for purposes of providing Lifeline. Tempo describes, in its FCC Compliance Plan, how it will comply with the FCC's new requirements, rules, and policies applicable to the provision of Lifeline service. Tempo will be bound by the service requirements codified in FCC Rules 54.405, 54.410,<sup>12</sup> 54.416, 54.417, and 54.422.

### **Tempo's Ability to Remain Functional in Emergency Situations**

Tempo states in its petition that its agreement with its underlying carrier, Sprint, sets forth obligations for the service to remain functioning during emergency situations, as well as certain quality of service guarantees.<sup>13</sup>

Tempo states that, “[a]s a result, Tempo is able to provide to its customers the same ability to remain functional in emergency situations as currently provided by Sprint to its own customers, including access to a reasonable amount of back-up power to ensure functionality without an external power source, re-routing of traffic around damaged facilities, and the capability of managing traffic spikes resulting from emergency situations.”<sup>14</sup>

The Department believes sufficient information has been provided for the Commission to conclude that Tempo has the capability of remaining functional in a variety of emergency situations.

### **Service quality, Consumer Protection, and Customer Service Commitments**

Tempo states on page 12 of its petition that it commits to comply with the Cellular Telecommunications and Internet Association (CTIA) Consumer Code, which the FCC has found to be an adequate commitment to consumer protection and service quality standards. The stated purpose of the CTIA code is “to provide consumers with information to help them

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<sup>12</sup> The Department notes that on June 25, 2013, the FCC issued an Order underscoring “certain compliance requirements that are contained in the Lifeline Reform Order and its accompanying rules.” Noting that “despite the directives provided in the Lifeline Reform order, some ETCs may be activating phones that they represent enable use of Lifeline-supported service for consumers prior to fully verifying the eligibility of such consumers,” the FCC amended section 54.410(a) of the FCC’s rules to reflect that an ETC may not provide Lifeline service, ***even on an interim basis*** while the consumer’s application is being processed, before verifying eligibility. The FCC also took the opportunity to reiterate, in its order, that Lifeline is a “non-transferable retail service offering, a fact that must be disclosed to the consumer and included on the certification form” (In the Matter of Lifeline and Link Up Modernization and Reform, WC Docket No. 11-42, June 25, 2013).

<sup>13</sup> Tempo Petition, pages 10-11. The Department notes also that Sprint has provided certification in other dockets before the Commission that it has reasonable amounts of back-up power to ensure functionality without an external power source, the ability to reroute traffic around the damaged facilities and the ability to manage traffic spikes resulting from emergency situations.

<sup>14</sup> Tempo Petition, page 11.

make informed choices when selecting wireless service,” and includes, among other requirements and voluntary commitments:

- Provisions related to disclosure of all rates, terms and conditions to consumers at the point of sale and on the carriers’ websites.
- A commitment to make coverage maps available to consumers at the point of sale and on their websites.
- A commitment to provide specific disclosures in advertising.
- A commitment to provide ready access to customer service, specifically:

Customers will be provided a toll-free telephone number to access a carrier’s customer service during normal business hours. Customer service contact information will be provided to customers online and on billing statements. Each wireless carrier will provide information about how customers can contact the carrier in writing, by toll-free telephone number, via the Internet or otherwise with any inquiries or complaints, and this information will be included, at a minimum, on all billing statements, in written responses to customer inquiries and on carriers’ web sites. Each carrier will also make such contact information available, upon request, to any customer calling the carrier’s customer service departments.

- A commitment to respond promptly (in writing, within 30 days) to consumer inquiries and complaints received from government agencies.

Tempo has met the requirements of 47 C.F.R. §54.202 (a)(2).

### **Financial and Technical Capability**

Citing to the comments of the Indiana Commission (in the Lifeline-Linkup Reform Docket) that “companies that have made a business case to service a certain market in a state prior to receiving Lifeline subsidies may be less inclined to risk being cited for non-compliance with the program,”<sup>15</sup> the FCC determined that a carrier seeking designation as an ETC for the purpose of offering only Lifeline service must demonstrate that it is financially and technically capable of providing the supported (Lifeline) service in compliance with the applicable rules.

Specifically, the FCC stated that “among the relevant considerations for such a showing would be whether the applicant previously offered services to non-Lifeline consumers, how long it has been in business, whether the applicant intends to rely exclusively on USF disbursements to operate, whether the applicant receives or will receive revenue from other sources, and whether it has been subject to enforcement or ETC revocation in any state.”<sup>16</sup>

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<sup>15</sup> Lifeline-Linkup Reform Order, fn 1010.

<sup>16</sup> Id., para. 388.

Tempo states in its petition that it satisfies the FCC's criteria.<sup>17</sup>

In support of its statements, Tempo states that:

Tempo is financially capable of offering Lifeline services. Tempo does not intend to rely exclusively on universal service fund disbursements to operate, and will receive revenues from other sources. Tempo offers prepaid wireless voice and data services across the United States. Tempo's core business will be the provision of wireless voice and data services to non-Lifeline customers. Based on its forward-looking business and financial plans, Tempo projects that the majority of its target customer base will not be eligible to receive Lifeline service.<sup>18</sup>

In addition, Tempo notes that while Tempo is separately incorporated, it utilizes the same management and day-to-day operational personnel as currently utilized by Birch, a company that has been operating as a successful competitive local exchange carrier since 1996.<sup>19</sup>

Tempo indicates that it has not been subject to any enforcement proceedings or ETC revocation proceedings. Its parent company, Birch, has not been subject to any enforcement proceeding with respect to its Lifeline services.

The Department believes that Tempo has provided sufficient information for the Commission to conclude that it has the financial and technical ability to offer and provide Lifeline service to qualified consumers in Minnesota.

### ***Tempo's Description of its Lifeline Offerings***

Tempo will offer Lifeline qualified customers a choice of the following Lifeline plans at no charge to the customer:

- Lifeline 150  
150 nationwide minutes with the ability to rollover unused minutes from one month to the next.
- Lifeline 250  
250 nationwide minutes.

Texting is provided with both options, at the rate of 3 texts per minute of use.

Both plans include voicemail, call waiting, caller ID, call forwarding, and a free wireless handset.

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<sup>17</sup> Tempo Petition, page 9.

<sup>18</sup> Id., page 13.

<sup>19</sup> The Department notes that Ionex Communications North, Inc., dba Birch Communications, currently operates as a competitive local exchange carrier in Minnesota. (See Tempo Petition, page 2.)

Web/internet usage is available, depending upon the handset, at the rate of 1 megabyte of usage per 2 airtime minutes.

Minutes are not decremented for calls to 911 or to customer service (611). Minutes are decremented for calls to directory assistance (411), but there is no additional per call charge.<sup>20</sup>

Additional minutes may be purchased in the following increments, and are available for 30 days from the date of purchase:

Additional Minutes	Price
60	\$5.95
100	\$9.95
200	\$14.95

Tempo also offers a prepaid “fixed wireless” option at the rate of \$20.70 (after application of the \$9.25 discount) called “Home Connect”. The service allows a customer to make and receive calls from his/her existing home phone using Tempo’s wireless service. This plan includes unlimited local and long distance service and all of the features (voicemail, call waiting, caller ID, and call forwarding) included with its mobile Lifeline offerings.

The Department believes that Tempo has adequately described its Lifeline offerings to meet the requirements of 47 C.F.R. §54.202(a)(5).

### **PSAP Certification**

The FCC determined, in the Lifeline-Linkup Reform order, that it would no longer require Lifeline-only ETC applicants (in petitions brought before the FCC) to obtain certification from each PSAP that the applicants’ phones are 911 and E911 compliant. However, the FCC specifically preserved states’ rights to do so.

The Department of Public Safety (DPS) conducts a streamlined review on behalf of all Minnesota PSAPS, requiring that the applicant submit a sample handset for testing to ensure that the applicant’s handsets are 911 and E911 capable regardless of the activation status of the phone, and the availability of minutes. Given the critical nature of access to 911 and E911 service, the Department supports such a proactive process, and recommends that the Commission retain this requirement.

In addition, in order to provide certification, DPS requires that applicants certify that they will pay appropriately into the 911/TAM funds. This occurs in conjunction with the testing of handsets.

Effective May 24, 2013, Minnesota Statute 403.11 was amended to add (among other changes) the following section:

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<sup>20</sup> Tempo response to Department Information Request 3.

Subd. 3d. **Eligible telecommunications carrier; requirement.** No wireless communications provider may provide telecommunications services under a designation of eligible telecommunications carrier, as provided under Minnesota Rule 7811.1400, until and unless the commissioner of public safety certifies to the chair of the public utilities commission that the wireless telecommunications provider is not in arrears in amounts owed to the 911 emergency telecommunications service account in the special revenue fund.

The Department has ascertained that DPS will provide said certification (as appropriate) for ETC applicants as part of its initial certification process.

Tempo has not yet obtained certification from DPS, but, in response to a Department information request, stated that:

Tempo affirms that it is aware of [the DPS certification] requirement, and that it intends to fully comply. Prior to operation in Minnesota, Tempo will complete the testing and certification process with the Department of Public Safety within the next few weeks.<sup>21</sup>

### **Tempo Wireless Customer Terms and Conditions/Informational Tariff**

Typically the Commission has required that an applicant submit and maintain an informational tariff or customer service agreement submitted by the ETC applicant (whether certification includes Lifeline-only or for the receipt of high-cost funds) for the purpose of disclosure, and to memorialize commitments that the applicant has made, and which the Commission has considered in its determination of whether to designate the applicant as an ETC. Typically the informational tariff that included the following:

- All rates associated with the universal service offering, including the cost of all equipment and installation charges and all other recurring and non-recurring charges.
- All terms and conditions of service associated with its universal service offering.
- Other services which may be added to the universal service offering.
- The specific exchange areas in which the ETC offers service.
- Commitment to provide clear notice to consumers of the Commission's contact information and the availability of this Commission in addressing customer questions, concerns, comments, and complaints.

Tempo has filed a proposed informational tariff, which contains terms and conditions applicable to its Lifeline offerings. The Department will work with Tempo to ensure that the informational tariff is complete and accurate and that the terms and conditions posted on

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<sup>21</sup> Tempo response to Department of Commerce IR#4.

Tempo's website do not conflict with the Lifeline terms and conditions (to which Tempo has committed) in its Minnesota informational tariff. The Department believes that minor tariff revisions and additions to the tariff may be accomplished as a compliance matter prior to operation.

### **Public Interest**

The Commission has found, in its consideration of past ETC applications, that, in general, the designation of qualified competitive ETCs is in the public interest and comports with Minnesota's telecommunications goals of supporting universal service, maintaining just and reasonable rates, promoting customer choice, encouraging fair and reasonable competition for telephone service in a competitively neutral manner, and maintaining or improving quality of service.

As the FCC stated in the Lifeline-Linkup Reform Order, a primary goal of universal service is to provide voice service to low-income consumers at an affordable rate. Designation of Lifeline-only ETCs like Tempo enable low-income consumers, many of whom might not otherwise have access to wireless telephone service, to take advantage of the same services provided to other wireless consumers. The prepaid feature may provide a viable option for Lifeline customers who are concerned about additional usage charges or long-term contracts. The FCC has recognized that "a cell phone can literally be a lifeline for families and provide low-income families, in particular, the means to empower themselves."<sup>22</sup> Clearly, this is in the public interest.

Designation of additional wireless prepaid Lifeline-only ETCs will result in increased consumer choice and may engender competition among Lifeline-only ETCs, which may encourage designated carriers to differentiate and enhance their offerings to attract additional customers.

In addition to the increased opportunity for low-income consumers to take advantage of Lifeline offerings and the general public interest aspects of increased competition and choice, the Commission has typically evaluated the unique advantages and disadvantages of the applicant's service offering(s), including its "affordability" and/or adequacy of "free" minutes offered, and other commitments that the carrier makes, on a case by case basis.

#### **1. Affordability/Adequacy of Offering**

The Commission has previously found Lifeline offerings of 250 free minutes adequate.

In addition, Tempo states that it "offers the same Lifeline plans (with the same number of free minutes) in all jurisdictions that offer the same support as Minnesota."<sup>23</sup>

If the Commission determines that Tempo should be granted ETC status in Minnesota, the Department recommends that the Commission incorporate the requirement that Tempo

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<sup>22</sup> Lifeline-Linkup Reform Order, para. 17.

<sup>23</sup> Tempo response to Department IR#17.

continue to offer the highest number of free minutes, and supplementary minutes offered at the lowest price offered in any other jurisdiction that offers the same support as does Minnesota.

## **2. Specific Customer Service Policies and Practices**

The Department notes that, largely in response to concerns expressed by consumer advocates in previous ETC designation dockets, the Commission has also made clear its expectations with respect to certain customer service policies and practices. To that end, the Commission has incorporated the following requirements in previous orders designating ETCs:

1. Customers should have access to *usable* phones. Frequent static or other interference on the line, lack of clarity, dropped calls, inability to place a call or receive a call under normal circumstances are not acceptable. If the buttons on phones are too small to use, for example, customers should have an opportunity to try a different make or model. Hearing-aid compatible handsets should be available to Lifeline-qualified customers, at no charge.
2. Policies regarding repair, maintenance, replacement of handsets, batteries, and chargers and options to purchase handsets should be clear to consumers, and available to consumers who do not have web access. [Prepaid wireless ETCs] should provide detailed information in writing, at the time of enrollment, of repair and replacement policies for phones and accessories (batteries, chargers) and purchase options.
3. Instruction manuals should be offered to consumers, and should be available upon request. It is not unreasonable to require that instruction manuals be provided to customers at the point of sale. If [the ETC] finds such a requirement burdensome, it should be required to make clear to customers, at the time of enrollment, the process for obtaining a manual.
4. Customers should have access to customer service without lengthy hold-times, and without use of air time minutes.
5. Consumers should have access to information, via telephone as well as website, on all Minnesota distribution events, locations, and times.<sup>24</sup>

The Department finds such principles reasonable and appropriate for application to other Lifeline-only ETCs including Tempo.

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<sup>24</sup> See, for example, In the Matter of the Petition of Telrite Corporation for Designation as an Eligible Telecommunications Carrier, Docket No. P6962/M-11-132, *Order Granting ETC Designation*, Ordering paragraph 6 (a through e), November 28, 2012.



### *Usable Phones*

The Department notes that while neither the FCC nor this Commission have established specific requirements with respect to handset quality, it is reasonable to expect, as noted above, that any “free” phones offered to Lifeline-qualified customers are *usable*.

The Department recommends that the Commission make clear in its Order, as it has in previous orders, its expectation that:

Customers should have access to *usable* phones. Frequent static or other interference on the line, lack of clarity, dropped calls, inability to place a call or receive a call under normal circumstances are not acceptable. If the buttons on phones are too small to use, for example, customers should have an opportunity to try a different make or model. Hearing-aid compatible handsets should be available to Lifeline-qualified customers, at no charge.

### *Repair/Replacement Policies*

Tempo has described its repair and phone replacement policies as follows:

- Tempo currently points all customers to its webpage to review the Lifeline Terms and Conditions, and has the customer review the Lifeline Terms and Conditions at the time of the sale. Many times, the customer is in front of a third-party partner/dealer and that partner/dealer has Internet access for the customer to review the Lifeline Terms and Conditions.
- In a sales scenario where the customer contacts customer service, Tempo has no way to verify that the customer actually reviews the Lifeline Terms and Conditions.
- There is nothing in Tempo’s Lifeline Terms and Conditions that specifically highlights Tempo’s return policy, but Tempo would be willing to add language to its Lifeline Terms and Conditions related to repairs and returns. Tempo does not charge for any repairs needed to free handsets distributed to Lifeline customers. Based on the cost of the repairs needed, it usually is more efficient for Tempo to send a new handset to a customer instead of repairing the damaged handset. In all cases where a Lifeline customer has sent Tempo a handset needing legitimate repair, Tempo has replaced the handset with a different working handset.
- Tempo encounters very few repair/replacement issues with its Lifeline handsets. Tempo’s Lifeline handsets are refurbished handsets. The Lifeline handsets Tempo receives from its outside vendors are not “pre-packaged.” The handset is assembled by Tempo personnel and then tested by Tempo personnel prior to shipment to the Lifeline customer. A handset never goes to a Lifeline customer without first being tested by Tempo’s internal personnel. The testing process

ensures that all features and functions of the handset are working properly before the Lifeline customer receives the handset.<sup>25</sup>

If the Commission finds that Tempo should be designated as an ETC, the Department recommends that it incorporate, in its order, Tempo's commitment to add language to its Lifeline Terms and Conditions related to repairs and returns. The Department also recommends that the Commission make clear in its Order its expectation that policies regarding repair, maintenance, replacement of handsets, batteries, and chargers and options to purchase handsets should be clear to consumers, and available to consumers who do not have web access.

### *Operating Manuals*

In response to the Department's question about the provision of cell phone manuals to Lifeline customers, Tempo stated:

All Lifeline customers receive a quick-start guide regarding their Lifeline handset with the handset itself, either in person at an event or third-party location, or via overnight mail when a handset is shipped to the customer's home address. Most customers also receive a full instruction manual. However, all Lifeline customers also will be directed to Tempo's website for more information about Tempo and Tempo's Lifeline service offering. Lifeline customers also may contact customer service at any time for information and instruction on operation of their handsets.<sup>26</sup>

Tempo's process for providing instruction manuals appears to meet the Commission's expectation that:

Instruction manuals should be offered to consumers, and should be made available upon request. It is not unreasonable to require that instruction manuals be provided to customers at the point of sale. If [the ETC] finds such a requirement burdensome, it should be required to make clear to customers, at the time of enrollment, the process for obtaining a manual.<sup>27</sup>

The Department recommends that the Commission incorporate the above expectation in its Order.

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<sup>25</sup> Tempo response to Department IR #5.

<sup>26</sup> Tempo response to Department IR #7.

<sup>27</sup> See, for example, In the Matter of the Petition of Telrite Corporation for Designation as an Eligible Telecommunications Carrier, Docket No. P6962/M-11-132, *Order Granting ETC Designation*, Ordering paragraph 6, subpart (c), November 28, 2012.

### *Access to Customer Service*

Tempo customers may reach customer service without decrementing minutes by dialing 611 from their handsets at no charge. Minutes are not decremented for calls to customer service using the 611 number. Tempo states that “customers can also call customer service using a toll-free number (1-888-565-1011<sup>28</sup>) from any [other] phone.<sup>29</sup> Customer service is available Monday through Friday from 7:00 A.M. to 6:00 P.M. and on Saturday from 8:00 A.M. to 6:00 P.M.

The Department agrees with the Commission’s statement that customers should have access to customer service without lengthy hold-times, and without use of air time minutes. The Commission may wish to incorporate its expectation as a condition to granting ETC status to Tempo.

### *In-Person Distribution Events*

With respect to its process for the distribution of handsets, Tempo stated, in response to a Department IR that:

Tempo distributes handsets only to customers whose Lifeline eligibility has been confirmed and who have been successfully enrolled in the Lifeline program. First, any potential customer will be required to complete the Tempo Lifeline enrollment form. This may be done at a Tempo-hosted outreach event, at a third-party partner location, over the telephone, or via Tempo’s website. All potential customers will be required to demonstrate eligibility based on household income at or below 135% of the Federal Poverty Guidelines for the household size, or the household’s participation in the certain federal and state assistance programs. If Tempo cannot confirm a customer’s eligibility through automated state-provided databases, the customer will be required to provide documentation demonstrating its eligibility.

Second, a Tempo corporate employee reviews all eligibility documentation, and makes a notation in the customer’s electronic account record of what documentation was reviewed to confirm eligibility. All eligibility determinations are made by a Lifeline-trained Tempo corporate employee regardless of how customer approaches Tempo for service, whether it is at an on-site event, via telephone, or via a third party partner. Tempo does not allow its third-party partners to make eligibility determinations.

Third, Tempo will confirm that the customer is not already receiving a Lifeline service and no one else in the household is subscribed to a Lifeline service by checking the National Lifeline Accountability Database (NLAD) administered by the Universal Service Administrative Company (USAC). Tempo checks the NLAD based on both the customer’s name and the household address. Tempo also reviews its own internal

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<sup>28</sup> See <https://www.mytempo.com>

<sup>29</sup> Tempo response to Department IR #2.

records to ensure there is no duplication of service to that customer or to that household.

Fourth, once a customer's eligibility has been confirmed and non-duplication of service has been confirmed, the customer will receive a handset. If the customer's eligibility can be confirmed in person, the customer may receive the handset in person. If the eligibility cannot be confirmed at the time of a customer's visit to a third-party location or Tempo event, or the customer is enrolling over the phone or on the website, the customer will receive the handset via overnight mail.

Finally, the customer must personally activate the phone to be considered enrolled in the Lifeline program. Tempo will not claim reimbursement for the customer until the phone is received, activated by the customer, and voice usage begins.<sup>30</sup>

To the extent that Tempo conducts in-person distribution events, it should be required to provide consumers with access to information, via telephone as well as website, on its Minnesota distribution events, locations, and times.

*Commitment to Serve Qualified Customers within its Service Area.*

In response to a Department information request, Tempo stated that it "affirms that it will notify the Department of Commerce and the Commission if it is unable to serve an otherwise Lifeline qualified customer within its service area upon reasonable request within ten days of making such a determination."<sup>31</sup>

**Annual Reporting Requirements**

According to the FCC's Rules, Tempo will be required to report annually on the following:

47 C.F.R §54.405 (e) (3) requires that eligible telecommunications carriers report annually, by month, the number of Lifeline subscribers de-enrolled for "non-usage."

47 C.F.R §54.420 provides for audits, every two years, of overall compliance with rules and the company's internal controls for companies that receive \$5 million or more annually on a holding company basis every two years.

Reports required by 47 C.F.R. §54.422 (a):

- The company name, holding company, operating companies and affiliates; names by which the ETC does business, and/or brand designations.
- Details with respect to the rates, terms, and conditions of any voice telephony service plans offered to Lifeline – eligible subscribers

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<sup>30</sup> Tempo response to Department IR No.8.

<sup>31</sup> 9-18-2014 email from Angela Collins to Katherine Doherty.

Reports required by 47 C.F.R 54.422(b):

- Detailed information on outages;
- The number of complaints per 1000 connections;
- Certification of compliance with service quality standards and consumer protection rules;
- Certification that the carrier is able to function in emergency situations.

Certifications and reports required by 47 C.F.R. §54.416

- Certification re: policies and procedures that the carrier has in place to ensure that Lifeline subscribers are eligible to receive Lifeline services;
- Certification that the carrier is in compliance with all federal Lifeline certification procedures;
- Report results of annual re-certification (of subscribers) efforts.

Record-Keeping required by 47 C.F.R. §54.417

- Documentation of compliance with FCC and state requirements governing Lifeline for three full preceding years and requirement to provide such documentation upon request from the FCC or the Universal service Administrative Company (USAC).

Reports required by 47 C.F.R. §54.422, and §54.416 must be filed with state commissions as well as with the FCC and the Universal Service Administrative Company (USAC).

The Department believes that the reports required by FCC rules provide adequate data for review of Lifeline-only ETC compliance. To the extent that the reports, customer complaints, or other issues warrant the Commission's review, the Department or other affected parties may bring those issues to the Commission on a case by case basis.

The Department believes that the Commission need take no action at this time with respect to a review specific to Tempo.

## **V. COMMISSION ALTERNATIVES**

### **A. ETC DESIGNATION**

1. Find that Tempo has made a credible showing of its capability and intent to provide and advertise an affordable, quality Lifeline offering, including "voice telephony" throughout its proposed service area, and that its designation for the provision of Lifeline is in the public interest. Grant Tempo's petition for ETC status for the limited purpose of providing Lifeline service to qualifying Minnesota customers.

2. Find that Tempo has not made a credible showing of its capability and intent to provide and advertise an affordable, quality Lifeline offering, throughout its proposed service area, or that its designation for the provision of Lifeline service is not in the public interest. Deny Tempo's petition for ETC status.
3. Find that Tempo has made a credible showing of its capability and intent to provide and advertise an affordable, quality Lifeline offering, throughout its proposed service area, and that its designation for the provision of Lifeline service is in the public interest subject to conditions. Approve Tempo's petition for ETC status for the limited purpose of providing Lifeline service to qualifying Minnesota customers, conditioned upon some or all of the following:
  - a) Tempo shall offer, in Minnesota, the highest number of free minutes of usage offered in any jurisdiction by Tempo, and supplementary minutes offered at the lowest price offered in any other jurisdiction in which Tempo provides wireless Lifeline service, provided that the available support is the same.
  - b) Within 30 days of the Commission's Order conditionally approving Tempo's petition, Tempo must submit a formal advertising and outreach plan listing the specific local and community newspapers and commercial broadcast stations in Minnesota through which it intends to advertise the availability of Lifeline service and a proposed schedule or anticipated frequency of such advertising. Tempo should state whether it will sign customers up for Lifeline service and distribute phones at in-person events, and if so, describe its methodology for doing so. Tempo should provide information as to how often and at what locations such events will be conducted.
  - c) Within 30 days of the Commission's Order conditionally approving Tempo's petition, Tempo must file a revised informational tariff as recommended by the Department herein. Tempo should also be required to ensure that the Terms and Conditions applicable to Minnesota customers, posted on its website, do not conflict with the terms and conditions included in its Minnesota informational tariff.
  - d) Tempo should be required to notify the Commission and the Department, in writing, immediately upon any change to the Lifeline offering terms, conditions, or rates, or if it seeks to withdraw its Lifeline offering or any portion thereof. Tempo must submit a revised tariff or customer service agreement page to reflect such changes.
  - e) If Tempo determines that it cannot reasonably serve a Lifeline-qualified consumer within its service area, it will report the unfulfilled request to the Department and the Commission within 10 days after making such a determination.

- f) Tempo shall comply with the collection and remittance provisions of Minn. Stat. §§ 403.11 and 237.52.
- g) Tempo must complete the certification process required by the Department of Public Safety and file its certificate, signed by DPS, prior to operating in Minnesota.
- h) Tempo shall provide customers with access to usable phones. Frequent static or other interference on the line, lack of clarity, dropped calls, inability to place a call, or receive a call under normal circumstances are not acceptable. If the buttons on phones are too small to use, for example, Tempo shall provide customers an opportunity to try a different make or model. Tempo must make hearing-aid compatible handsets available to Lifeline-qualified customers, at no charge.
- i) Policies regarding repair, maintenance, replacement of handsets, batteries, and chargers and options to purchase handsets must be clear to consumers, and available to consumers who do not have web access. Tempo shall provide detailed information at the time of enrollment, of repair and replacement policies for phones and accessories (batteries, chargers) and purchase options. Within 30 days of the Commission's Order designating Tempo as an ETC, Tempo shall update its Lifeline Terms and Conditions to include its repair and replacement policies.
- j) Tempo shall provide cell phone instruction manuals to its Lifeline customers.
- k) Tempo shall provide its customers access to customer service without lengthy hold-times and without use of air-time minutes.
- l) To the extent that Tempo conducts, or employ agents to conduct, in-person distribution events, it shall provide consumers with access to information, via telephone as well as website, on all Minnesota distribution events, locations, and times.

## VII. DEPARTMENT RECOMMENDATION

The Department recommends alternative A-3, conditioned upon Tempo's satisfying requirements (a) through (l). The Commission should find that Tempo has made a credible showing of its capability and intent to provide and advertise an affordable, quality Lifeline offering, throughout its proposed service area, and that its designation for the provision of Lifeline service will be in the public interest once the following conditions are met.

Approve Tempo's petition for ETC status for the limited purpose of providing Lifeline service to qualifying Minnesota customers, conditioned upon the following:

- a) Tempo shall offer, in Minnesota, the highest number of free minutes of usage offered in any jurisdiction by Tempo, and supplementary minutes offered at the lowest price offered in any other jurisdiction in which Tempo provides wireless Lifeline service, provided that the available support is the same.
- b) Within 30 days of the Commission's Order conditionally approving Tempo's petition, Tempo must submit a formal advertising and outreach plan listing the specific local and community newspapers and commercial broadcast stations in Minnesota through which it intends to advertise the availability of Lifeline service and a proposed schedule or anticipated frequency of such advertising. Tempo should state whether it will sign customers up for Lifeline service and distribute phones at in-person events, and if so, describe its methodology for doing so. Tempo should provide information as to how often and at what locations such events will be conducted.
- c) Within 30 days of the Commission's Order conditionally approving Tempo's petition, Tempo must file a revised informational tariff as recommended by the Department herein. Tempo should also be required to ensure that the Terms and Conditions applicable to Minnesota customers, posted on its website, do not conflict with the terms and conditions included in its Minnesota informational tariff.
- d) Tempo should be required to notify the Commission and the Department, in writing, immediately upon any change to the Lifeline offering terms, conditions, or rates, or if it seeks to withdraw its Lifeline offering or any portion thereof. Tempo must submit a revised tariff or customer service agreement page to reflect such changes.
- e) Tempo shall report any unfulfilled requests of Lifeline-qualified customers. If it determines that it cannot reasonably serve a qualified consumer within its service area, it will report the unfulfilled request to the Department and the Commission within 10 days after making such a determination.
- f) Tempo shall comply with the collection and remittance provisions of Minn. Stat. §§ 403.11 and 237.52.
- g) Tempo must complete the certification process required by the Department of Public Safety and file its certificate, signed by DPS, prior to operating in Minnesota.
- h) Tempo shall provide customers with access to usable phones. Frequent static or other interference on the line, lack of clarity, dropped calls, inability to place a call, or receive a call under normal circumstances are not acceptable. If the buttons on phones are too small to use, for example, Tempo shall provide customers an opportunity to try a different make or model. Tempo must make



hearing-aid compatible handsets available to Lifeline-qualified customers, at no charge.

- i) Policies regarding repair, maintenance, replacement of handsets, batteries, and chargers and options to purchase handsets must be clear to consumers, and available to consumers who do not have web access. Tempo shall provide detailed information in writing, at the time of enrollment, of repair and replacement policies for phones and accessories (batteries, chargers) and purchase options. Within 30 days of the Commission's Order designating Tempo as an ETC, Tempo shall update its Lifeline Terms and Conditions to include its repair and replacement policies.
- j) Tempo shall provide cell phone instruction manuals to its Lifeline customers.
- k) Tempo shall provide its customers access to customer service without lengthy hold-times and without use of air-time minutes.
- l) To the extent that Tempo conducts, or employ agents to conduct, in-person distribution events, it shall provide consumers with access to information, via telephone as well as website, on all Minnesota distribution events, locations, and times.

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**State of Minnesota**  
**DEPARTMENT OF COMMERCE**

**Utility Information Request**

Docket Number: P6919/M-13-1137

Date of Request: August 14, 2014

Response Due: September 5, 2014  
(extended from August 26, 2014  
per email dated August 15, 2014)

Tempo Telecom, LLC (“Tempo”) hereby provides the following responses to the State of Minnesota Department of Commerce Utility Information Requests (“Requests”). Tempo’s responses to the Requests are based on the best information presently available and only include data applicable to Tempo’s operations in Minnesota unless otherwise stated. Tempo reserves the right to amend, supplement, correct, or clarify any response provided herein if other or additional information is obtained. Tempo’s specific responses to the Requests are as follows:

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State of Minnesota  
DEPARTMENT OF COMMERCE

Utility Information Request

Docket Number: P6919/M-13-1137

Date of Request: August 14, 2014

Requested From: Angela F. Collins  
Attorney for Tempo Telecom, LLC  
Cahill, Gordon & Reindel, LLP  
1990 K St. NW, Suite 950  
Washington, D.C. 20006-1181

Response Due: September 5, 2014

Analyst Requesting Information: Katherine Doherty

Type of Inquiry:    ..... Financial            ..... Rate of Return            ..... Rate Design  
                          ..... Engineering            ..... Forecasting            ..... Conservation  
                          ..... Cost of Service            ..... CIP                    ..... Other:

*If you feel your responses are trade secret or privileged, please indicate this on your response.*

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Request No.	
1	Tempo states on page 15 of its petition that it will provide Lifeline customers a wireless handset - at least one free choice and the possibility of additional choices.  a) Is the free wireless handset internet capable?  b) Does the free wireless option include a QWERTY keyboard?  c) What additional options are available and at what price to the customer?

Tempo Response to Request No. 1

- a) Yes, the free handsets available to Lifeline consumers are Internet capable.
- b) Some of the free handsets made available to Lifeline customers have a QWERTY keyboard. Tempo usually has a handset available with a QWERTY keyboard, but the type of "free" handset available to Lifeline customers depends on Tempo's inventory at the time the customer initiates service.

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Response by: Jamie Sark

List sources of information:

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

c) Tempo offers handsets for free to all Lifeline customers. The type of “free” handset available to Lifeline customers depends on Tempo’s inventory at the time the customer initiates service. Lifeline customers also have the option to upgrade to a different handset, beginning at \$19.95. Again, the types of handsets available depend on Tempo’s inventory at the time the customer initiates service.

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Response by: Jamie Sark

List sources of information:

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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                         ..... Cost of Service            ..... CIP                            ..... Other:

*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
2	Are minutes decremented for calls to customer service?

Tempo Response to Request No. 2

Tempo Lifeline customers may call customer service from their Tempo handset by dialing 611. Calls to 611 will not deduct any airtime minutes of use from the customer's account. Customers can also call customer service using a toll-free number from any phone. A call to the toll-free number from the Lifeline handset will deduct minutes of use from the customer's account as any other call would.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

State of Minnesota  
DEPARTMENT OF COMMERCE

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.....Engineering                .....Forecasting            .....Conservation  
.....Cost of Service                .....CIP                            .....Other:

*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
3	What is the charge for directory assistance calls? Are minutes decremented for calls to directory assistance in addition to any flat fee applicable?

Tempo Response to Request No. 3

There is no charge for directory assistance calls except for minute-of-use deductions. Minutes of use are deducted from the customer's account for calls to 411 from a Tempo Lifeline handset like any other call.

Response by: Jamie Sark  
Title: Senior Projects Manager  
Department: Tempo Telecom, LLC  
Telephone: 478-476-7936

List sources of information:  
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\_\_\_\_\_  
\_\_\_\_\_

State of Minnesota  
DEPARTMENT OF COMMERCE

Utility Information Request

Docket Number: P6919/M-13-1137

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                         ..... Engineering            ..... Forecasting            ..... Conservation  
                         ..... Cost of Service        ..... CIP                        ..... Other:

*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
4	<p>The Minnesota Department of Public Safety (DPS) conducts a streamlined review on behalf of all Minnesota PSAPS, requiring that the applicant submit a sample handset for testing to ensure that the applicant's handsets are 911 and E911 capable regardless of the activation status of the phone, and the availability of minutes. In addition, Minnesota Statute 403.11 subd. 3d provides that:</p> <p>No wireless communications provider may provide telecommunications services under a designation of eligible telecommunications carrier, as provided under Minnesota Rule 7811.1400, until and unless the commissioner of public safety certifies to the chair of the public utilities commission that the wireless telecommunications provider is not in arrears in amounts owed to the 911 emergency telecommunications service account in the special revenue fund.</p> <p>Has Tempo contacted DPS to start the certification process?</p>

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

Continued on next page

If not, please contact DPS to begin the testing and certification process. Tempo should contact:

Patricia Kraft, 911 Program Analyst  
Emergency Communication Networks  
Minnesota Department of Public Safety  
445 Minnesota Street, Suite 137  
St. Paul, MN 55101-5137  
Phone: 651-201-7552  
Email: [Patricia.Kraft@state.mn.us](mailto:Patricia.Kraft@state.mn.us)

Tempo will need to complete DPS' certification process prior to operating in Minnesota.

Tempo Response to Request No. 4

Tempo affirms that it is aware of this requirement and that it intends to fully comply. Prior to operation in Minnesota, Tempo will complete the testing and certification process with the Department of Public Safety. Tempo will contact the Department of Public Safety within the next few weeks.

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Response by: Jamie Sark

List sources of information:

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936



State of Minnesota  
DEPARTMENT OF COMMERCE

Utility Information Request

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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
5	<p>The Minnesota Public Utilities Commission (Commission) has stated in prior prepaid wireless Lifeline-only ETC designations that:</p> <p>Policies regarding repair, maintenance, replacement of handsets, batteries, and chargers and options to purchase handsets should be clear to consumers, and available to consumers who do not have web access. [ETC] should provide detailed information in writing, at the time of enrollment, of repair and replacement policies for phones and accessories (batteries, chargers) and purchase options.</p> <p>Please describe Tempo's handset repair/replacement policy. Please also describe how this information is provided to Lifeline customers.</p>

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

Tempo Response to Request No. 5

Tempo currently points all customers to its webpage to review the Lifeline Terms and Conditions, and has the customer review the Lifeline Terms and Conditions at the time of the sale. Many times, the customer is in front of a third-party partner/dealer and that partner/dealer has Internet access for the customer to review the Lifeline Terms and Conditions. In a sales scenario where the customer contacts customer service, Tempo has no way to verify that the customer actually reviews the Lifeline Terms and Conditions.

There is nothing in Tempo's Lifeline Terms and Conditions that specifically highlights Tempo's return policy, but Tempo would be willing to add language to its Lifeline Terms and Conditions related to repairs and returns. Tempo does not charge for any repairs needed to free handsets distributed to Lifeline customers. Based on the cost of the repairs needed, it usually is more efficient for Tempo to send a new handset to a customer instead of repairing the damaged handset. In all cases where a Lifeline customer has sent Tempo a handset needing legitimate repair, Tempo has replaced the handset with a different working handset.

Tempo encounters very few repair/replacement issues with its Lifeline handsets. Tempo's Lifeline handsets are refurbished handsets. The Lifeline handsets Tempo receives from its outside vendors are not "pre-packaged." The handset is assembled by Tempo personnel and then tested by Tempo personnel prior to shipment to the Lifeline customer. A handset never goes to a Lifeline customer without first being tested by Tempo's internal personnel. The testing process ensures that all features and functions of the handset are working properly before the Lifeline customer receives the handset.

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Response by: Jamie Sark

List sources of information:

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

State of Minnesota  
DEPARTMENT OF COMMERCE

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                          .....Engineering           .....Forecasting           .....Conservation  
                          .....Cost of Service       .....CIP                   .....Other:

*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
6	<p>Please provide an informational tariff for purposes of disclosure. (Let me know if you would like an example of an informational tariff that the Commission has found acceptable in other ETC designation dockets.)The tariff should contain:</p> <ul style="list-style-type: none"> <li>• All rates associated with the Lifeline offering, including the cost of all equipment and installation charges and all other recurring and non-recurring charges.</li> <li>• All terms and conditions of service associated with its Lifeline offering.</li> <li>• Other services which may be added to the universal service offering.</li> <li>• The specific exchange areas in which the ETC offers service.</li> <li>• The Commission’s contact information and the availability of the Commission to address customer questions, concerns, comments and complaints.</li> </ul>

Tempo Response to Request No. 6

Attached hereto as **Exhibit Tempo-6** is an informational tariff containing all of Tempo’s rates, terms, and conditions for its Lifeline service in Minnesota.

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Response by: <u>Jamie Sark</u>	List sources of information: _____
Title: <u>Senior Projects Manager</u>	_____
Department: <u>Tempo Telecom, LLC</u>	_____
Telephone: <u>478-476-7936</u>	_____

**State of Minnesota**  
DEPARTMENT OF COMMERCE

Utility Information Request

Docket Number: P6919/M-13-1137

Date of Request: August 14, 2014

Requested From: Angela F. Collins  
Attorney for Tempo Telecom, LLC  
Cahill, Gordon & Reindel, LLP  
1990 K St. NW, Suite 950  
Washington, D.C. 20006-1181

Response Due: September 5, 2014

Analyst Requesting Information: Katherine Doherty

Type of Inquiry:    ..... Financial                    ..... Rate of Return            ..... Rate Design  
                         ..... Engineering                    ..... Forecasting                ..... Conservation  
                         ..... Cost of Service                    ..... CIP                                ..... Other:

*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
7	<p>The Commission has conditioned prior grants of ETC status on the following:</p> <p>Instruction manuals should be offered to consumers, and should be available upon request. It is not unreasonable to require that instruction manuals be provided to customers at the point of sale. If [ETC] finds such a requirement burdensome, it should be required to make clear to customers, at the time of enrollment, the process for obtaining a manual.</p> <p>Please explain how Tempo will comply with the above requirement.</p>

Tempo Response to Request No. 7

All Lifeline customers receive a quick-start guide regarding their Lifeline handset with the handset itself, either in person at an event or third-party location, or via overnight mail when a handset is shipped to the customer's home address. Most customers also receive a full instruction manual. However, all Lifeline customers also will be directed to Tempo's website for more information about Tempo and Tempo's Lifeline service offering. Lifeline customers also may contact customer service at any time for information

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Response by: <u>Jamie Sark</u>	List sources of information: _____
Title: <u>Senior Projects Manager</u>	_____
Department: <u>Tempo Telecom, LLC</u>	_____
Telephone: <u>478-476-7936</u>	_____

and instruction on operation of their handsets.

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Response by: Jamie Sark

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

List sources of information:

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## State of Minnesota

### DEPARTMENT OF COMMERCE

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***If you feel your responses are trade secret or privileged, please indicate this on your response.***

Request No.	
8	Please explain the method by which Tempo distributes handsets to Lifeline qualified customers.

#### Tempo Response to Request No. 8

Tempo distributes handsets only to customers whose Lifeline eligibility has been confirmed and who have been successfully enrolled in the Lifeline program. First, any potential customer will be required to complete the Tempo Lifeline enrollment form. This may be done at a Tempo-hosted outreach event, at a third-party partner location, over the telephone, or via Tempo’s website. All potential customers will be required to demonstrate eligibility based on household income at or below 135% of the Federal Poverty Guidelines for the household size, or the household’s participation in the certain federal and state assistance programs. If Tempo cannot confirm a customer’s eligibility through automated state-provided databases, the customer will be required to provide documentation demonstrating its eligibility.

Second, a Tempo corporate employee reviews all eligibility documentation, and makes a notation in the customer’s electronic account record of what documentation was reviewed to confirm eligibility. All eligibility determinations are made by a Lifeline-trained Tempo corporate employee regardless of how the

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

customer approaches Tempo for service, whether it is at an on-site event, via telephone, or via a third-party partner. Tempo does not allow its third-party partners to make eligibility determinations.

Third, Tempo will confirm that the customer is not already receiving a Lifeline service and no one else in the household is subscribed to a Lifeline service by checking the National Lifeline Accountability Database (NLAD) administered by the Universal Service Administrative Company (USAC). Tempo checks the NLAD based on both the customer's name and the household address. Tempo also reviews its own internal records to ensure there is no duplication of service to that customer or to that household.

Fourth, once a customer's eligibility has been confirmed and non-duplication of service has been confirmed, the customer will receive a handset. If the customer's eligibility can be confirmed in person, the customer may receive the handset in person. If the eligibility cannot be confirmed at the time of a customer's visit to a third-party location or Tempo event, or the customer is enrolling over the phone or on the website, the customer will receive the handset via overnight mail.

Finally, the customer must personally activate the phone to be considered enrolled in the Lifeline program. Tempo will not claim reimbursement for the customer until the phone is received, activated by the customer, and voice usage begins.

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Response by: Jamie Sark

List sources of information:

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
9	Tempo states that it is financially capable of offering Lifeline service, and that it has sufficient operating capital to provide prepaid wireless Lifeline service. Please provide a current balance sheet and income statement to support Tempo's statements.

Tempo Response to Request No. 9

Attached hereto as **Exhibit Tempo-9** are financial statements for Tempo Telecom, LLC. Tempo hereby requests **TRADE SECRET** status for its financial statements. Tempo requests confidential treatment of its financial information because the information is proprietary, sensitive, and commercial information that is not publicly available. Tempo is not publicly traded and does not publicly report its financial status. The need for proprietary protection of this information outweighs any need for public disclosure at this time. As such, this information should be afforded protection from public inspection. Protection of the information provided does not affect the public interest and does not restrict interested parties from participating in the administrative process. Any harm that would result from the disclosure of this information far outweighs the public interest in accessing this information.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936



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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
10	Is Tempo certified by the Minnesota Secretary of State to operate in Minnesota?

Tempo Response to Request No. 10

Tempo is currently seeking certification by the Minnesota Secretary of State to operate in the state of Minnesota.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
11	How are potential and existing customers made aware of Tempo's toll free number?

Tempo Response to Request No. 11

Tempo's toll free number will be found in all Tempo advertising, in every medium. Tempo's toll free number also is on Tempo's website. Finally, any materials provided to Tempo customers will include Tempo's toll free Customer Care number.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
12	Are customers' available minutes of use decremented for calls to customer service?

Tempo Response to Request No. 12

Please see Tempo's response to Question 2, above.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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DEPARTMENT OF COMMERCE

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***If you feel your responses are trade secret or privileged, please indicate this on your response.***

Request No.	
13	Does Tempo have a website? If yes, please provide the web address.

Tempo Response to Request No. 13

Tempo's website is [www.mytempo.com](http://www.mytempo.com).

Response by: <u>Jamie Sark</u>	List sources of information:
Title: <u>Senior Projects Manager</u>	_____
Department: <u>Tempo Telecom, LLC</u>	_____
Telephone: <u>478-476-7936</u>	_____

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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
14	Please explain how Tempo will inform its Lifeline customers of the availability of the Minnesota Commission for assistance in resolving disputes or complaints.

Tempo Response to Request No. 14

Tempo's Terms and Conditions for Lifeline service include the information that the customer can contact their state's Public Service Commission if they have any "questions, concerns, comments or complaints regarding the Tempo Lifeline Program or Service, offerings or products."

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
15	Does Tempo provide free hearing-aid compatible sets to deaf or hard of hearing Lifeline eligible customers?

Tempo Response to Request No. 15

All of Tempo's handsets (both free handsets and upgraded handsets) are in compliance with federal hearing aid compatibility requirements.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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                         ..... Cost of Service        ..... CIP                        ..... Other:

*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
16	Does Tempo commit to notify the Department of Commerce and the Commission if it is unable to serve a Lifeline qualified customer within its service area upon reasonable request within ten days of making the determination?

Tempo Response to Request No. 16

Tempo affirms that it will notify the Department of Commerce and the Commission if it is unable to serve a Lifeline qualified customer within its service area upon reasonable request. Tempo, however, believes that a ten-day turnaround for such reporting is unreasonable. Tempo would propose a quarterly or monthly reporting requirement on this matter.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936

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*If you feel your responses are trade secret or privileged, please indicate this on your response.*

Request No.	
17	Does Tempo commit to offer, in Minnesota, the highest number of free minutes offered in any jurisdiction by Tempo, and supplementary minutes offered at the lowest price offered in any other jurisdiction in which Tempo provides wireless Lifeline service, provided that the available support is the same?

Tempo Response to Request No. 17

Tempo offers the same Lifeline plans in all jurisdictions that offer the same support as Minnesota. Tempo offers different or additional-minute plans in some jurisdictions based on additional state-level support provided in those jurisdictions. In all states, including Minnesota, Tempo will offer a free 250-minute monthly plan, with no rollover, and a free 150-minute monthly plan, with rollover. The "Top-Up" minute packages are the same in all jurisdictions.

Response by: Jamie Sark

List sources of information: \_\_\_\_\_

Title: Senior Projects Manager

Department: Tempo Telecom, LLC

Telephone: 478-476-7936



# Exhibit Tempo-6 Informational Tariff

**LIFELINE WIRELESS SERVICE**

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MINNESOTA  
LIFELINE WIRELESS SERVICE TARIFF  
OF  
**TEMPO TELECOM, LLC**

This Informational Tariff contains the descriptions, regulations, and rates applicable to the provision of Lifeline wireless service provided by Tempo Telecom, LLC with principal offices at 2323 Grand Blvd. Suite 925, Kansas City, MO 64108 for services furnished within the State of Minnesota. This Informational Tariff is on file with the Minnesota Public Utilities Commission, and copies may be inspected, during normal business hours, at Tempo's principal place of business.

The Minnesota Public Utilities Commission is located at 171 7<sup>th</sup> Place East, Suite 350, St. Paul, Minnesota; (651) 296-7124. The Minnesota Public Utilities Commission is available to address Lifeline customer questions, concerns, comments, and complaints.

**Notice:** This Tariff is for informational purposes only, the terms and conditions herein are subject to change.

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Issued:

Effective:

ISSUED BY: Christopher J. Bunce, Senior Vice President, Legal and General Counsel  
2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

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**CHECK SHEET**

Pages of this Informational Tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original Informational Tariff and are currently in effect as of the date on the bottom of this page.

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**LIFELINE WIRELESS SERVICE**

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**LIFELINE WIRELESS SERVICE**

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**SECTION 1 – APPLICATION OF INFORMATIONAL TARIFF**

## 1.1 Explanation of Symbols

- (C) - To signify a change in text or regulation
- (D) - To signify a decrease in rates
- (I) - To signify an increase in rates
- (N) - To signify a new rate or regulation
- (O) - To signify an omission
- (T) - To signify a temporary rate and/or surcharge

## 1.2 Applicability of Informational Tariff

This Informational Tariff contains the terms and conditions applicable to the Lifeline services (hereinafter the “Service” or “service”) offered by Tempo Telecom, LLC (“Tempo”) in the areas of the State of Minnesota in which Tempo has been designed an Eligible Telecommunications Carrier (“ETC”).

This Informational Tariff contains regulations, terms, conditions and charges applicable to the provision of Service within Minnesota, but is not intended to be an exhaustive compilation. A complete listing can be found on Tempo’s website located at [www.mytempo.com](http://www.mytempo.com), which is updated periodically. This Informational Tariff incorporates by reference the full Terms and Conditions of Tempo’s wireless Lifeline services available at [www.mytempo.com](http://www.mytempo.com). In the event of a conflict between this Informational Tariff and the Lifeline Terms and Conditions, the provisions of the Lifeline Terms and Conditions prevail. Wherever in this Informational Tariff or its headings the term “Tempo” appears, that shall mean and shall refer to Tempo Telecom, LLC.

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## LIFELINE WIRELESS SERVICE

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### SECTION 2 – RULES AND REGULATIONS

#### 2.1 Applicability

Tempo's Lifeline service is available to qualified low-income customers with a principal place of residence within the areas in Minnesota for which Tempo has been designated as an ETC. Tempo's provision of Lifeline service to customers in Minnesota also is subject to the Lifeline Terms and Conditions set forth on Tempo's website, [www.mytempo.com](http://www.mytempo.com).

#### 2.2 Lifeline Assistance

##### 2.2.1 General

Tempo Lifeline service is funded by the federal Universal Service Fund Lifeline program and administered by the Universal Service Administrative Company in accordance with rules and regulations established by the Federal Communications Commission ("FCC") and the Minnesota Public Utilities Commission. Lifeline assistance increases the availability and options of telecommunications service to low-income customers in Minnesota by providing a free handset and monthly voice, text, and data packages to eligible customers at no charge. Tempo's Informational Tariff and web-posted Lifeline Terms and Conditions are issued in compliance with FCC Order No. 97-157 on Universal Service adopting the Federal-State Joint Board of Universal Service's recommendations in CC Docket No. 96-45 and FCC Order No 12-11, and applicable Minnesota regulations.

##### 2.2.2 Lifeline Eligibility Requirements

In order to qualify for enrollment in the Lifeline program, customers must meet certain eligibility requirements set by each state where the 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 U.S. Government. Federal law limits the availability of the Lifeline benefits. Federal law permits only one Lifeline benefit per household (which is defined as any individual or group of individuals who live together at the same address and share income and expenses). Tempo will determine at its sole discretion whether or not an individual meets the eligibility requirements to receive Tempo Lifeline service.

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**LIFELINE WIRELESS SERVICE**

---

**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.2 Lifeline Assistance (Cont'd.)

2.2.2 Lifeline Eligibility Requirements (Cont'd)

A. Income Eligibility

Customers who have a total household income at or below 135 percent of the Federal Poverty Guidelines in effect for a certain calendar year may be eligible for Lifeline benefits.

B. Program Eligibility

Customers who are participants in one or more of the following low-income assistance programs may be eligible for Lifeline benefits:

- Medicaid
- Food Stamps/SNAP
- Supplemental Security Income (SSI)
- Federal Public Housing Assistance (Section 8)
- Low-Income Energy Assistance Program (LIHEAP)
- National School Lunch Free Lunch Program (NSL)
- Temporary Assistance for Needy Families (TANF)
- General Public Assistance (GPA)

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**LIFELINE WIRELESS SERVICE**

---

**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

## 2.2 Lifeline Assistance (Cont'd.)

2.2.2 Lifeline Eligibility Requirements (Cont'd)

## C. Tribal Eligibility

Customers who are residents of Tribal Lands may be eligible for Lifeline benefits, where applicable. A customer may be eligible to receive Lifeline assistance if the customer is a current participant in one or more of the following programs:

- Bureau of Indian Affairs General Assistance
- Tribally Administered Temporary Assistance for Needy Families (Tribal TANF)
- Head Start (those meeting income qualifying standards)
- Food Distribution Program on Indian Reservations

2.2.3 Activating and Using Tempo Phone

Upon enrollment in the Tempo Lifeline program, customers will receive a Tempo phone delivered to their home address as noted in the Tempo Lifeline application. Upon receipt of the Tempo device, a customer will need to contact Tempo Customer Care at 1-888-565-1011 to activate the handset.

## A. Customer Phone Number

The customer must accept the Tempo telephone number assigned to the Tempo phone at the time of activation. The customer does not acquire a proprietary interest in any number assigned to the customer. The number assigned to the Tempo phone assigned to the customer at the time of activation will not be changed for any reason unless required by Tempo's underlying carrier or if the number is lost following the deactivation of the phone. Customers may not select a number to be assigned to the Tempo phone.

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**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

## 2.2 Lifeline Assistance (Cont'd.)

2.2.3 Activating and Using Tempo Phone (Cont'd)

## B. Tempo Wireless Networks

The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers (“Carriers”), not Tempo. A Tempo phone can only be used through Tempo, and cannot be activated with any other wireless or cellular service provider. Tempo Lifeline Services are provided subject to availability. Some functions and features referenced in third party manufacturer’s manuals provided with the Tempo handset may not be available on a specific customer’s Tempo phone. Tempo may modify or terminate any Service or take corrective action at any time without prior notice and for any reason, including but not limited to violation of this Informational Tariff or the Lifeline Terms and Conditions of Service available at [www.mytempo.com](http://www.mytempo.com).

2.2.4 Tempo Handset

Applicants who qualify and are enrolled in the Tempo Lifeline program have the option to either receive a free cellular phone provided by Tempo, or purchase an upgrade (if desired), together with a free allotment of airtime minutes each month for up to one year until recertification is required.

2.2.5 Deactivation Policy

Tempo customers receive three hundred and sixty-five (365) service days upon enrollment and activation in the Tempo Lifeline program and another three hundred and sixty-five (365) service days following each successful annual re-certification for continued program eligibility in the Tempo Lifeline program. If a customer fails to complete its annual re-certification within thirty (30) days of the required verification date, the customer will be de-enrolled from the Tempo Lifeline program. Upon de-enrollment from the Tempo Lifeline program, the customer will cease receiving the free monthly allotment of airtime. If the customer is de-enrolled, the phone will remain active and the customer may continue to use the phone so long as it has available airtime minutes and service days remaining.

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**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.2 Lifeline Assistance (Cont'd.)

2.2.6 Reactivation Policy

Customers can choose to reactivate their phone by completing the annual re-certification within sixty (60) days after the re-certification due date.

2.2.7 Service Restrictions

Tempo customers agree not to give away, resell or offer to resell the Tempo phone or service provided by the Tempo Lifeline program. Tempo customers also agree the Tempo phone will not be used for any other purpose that is not allowed by FCC or Minnesota rules and regulations, state or federal law, this Informational Tariff, or the Lifeline Terms and Conditions posted at [www.mytempo.com](http://www.mytempo.com).

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**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

## 2.2 Lifeline Assistance (Cont'd.)

2.2.8 Unauthorized Usage

The Tempo handset is sold exclusively for use by the end consumer, with the Tempo prepaid wireless Lifeline Service available solely in the United States. Any other use of the Tempo handset, including without limitation, any resale, unlocking and/or reflashing of the handset, is unauthorized and constitutes a violation of this Informational Tariff and the Lifeline Terms and Conditions of Service. Customers agree not to unlock, reflash, tamper with or alter the Tempo handset or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of a Tempo phone or the service, or assist others in such acts, or to sell and/or export Tempo handsets outside of the United States. Improper, illegal or unauthorized use of a Tempo phone is a violation of this Informational Tariff and the Lifeline Terms and Conditions of Service and may result in immediate discontinuation of service and legal action.

2.2.9 Coverage Maps

Coverage maps are available at [www.mytempo.com](http://www.mytempo.com). These maps are for general informational purposes only. However, Tempo does not guarantee coverage, service availability or the rate charged for any particular call. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and equipment may interfere with actual service quality and availability. Thus, it is possible a phone will roam even in the area depicted as the home calling area. Actual coverage and service areas may vary from the maps and may change without notice.

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

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**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

## 2.2 Lifeline Assistance (Cont'd.)

2.2.10 Limitations of Service

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 Tempo's underlying 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, Tempo reserves the right to substitute and/or replace any Tempo equipment (including handsets) with other Tempo equipment (including handsets) of comparable quality. Some functions and features referenced in the manufacturer's manual for a particular Tempo handset may not be available on a Tempo phone. Tempo 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 Tempo, nor any Carrier, shall have any liability for service failures, outages or limitations of service. Because of the risk of being struck by lightning or fire, customers should not use Tempo phones outside during a lightning storm or near gas pumps. Customers should also unplug the Tempo handset power cord and charger to avoid electrical shock and/or fire during a lightning storm.

2.2.11 Return Requirements

Tempo handsets must be returned in the same condition as they were shipped out (e.g. no cracks, liquid damage, or other damage). Return must include original packaging with all original kit components, such as the following (if applicable): handset; all accessories; charger; and battery.

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**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

## 2.2 Lifeline Assistance (Cont'd.)

2.2.12 Tempo Right to Terminate Service

Tempo can, without notice, limit, suspend, or end a customer's service and de-enroll a customer from the Tempo Lifeline program for any good cause, including, but not limited to: (a) violation of any of the Terms and Conditions of service, this Informational Tariff, or federal and state law; (b) lying to Tempo or attempting to defraud Tempo; (c) allowing anyone to tamper with a Tempo phone; (d) threatening or committing violence against any of Tempo's employees or customer service representatives; (e) using vulgar and/or inappropriate language when interacting with Tempo's representatives; (f) stealing from Tempo; (g) harassing Tempo's representatives; (h) interfering with Tempo's operations; (i) engaging in abusive messaging, emailing or calling; (j) modifying the device from its manufacturer's specification; or (k) using the service in a way that adversely affects Tempo's or its carriers' networks or the service available to Tempo's other customers.

2.2.13 Disclaimer of Warranties

To the fullest extent permitted by law, the services and devices provided by Tempo are provided on an "as is" and "with all faults" basis and without warranties of any type. Tempo makes no representations or warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose or use concerning Tempo service or a Tempo device. Tempo cannot promise uninterrupted or error-free service and does not authorize anyone to make any warranties on its behalf. Tempo does not guarantee that Tempo communications will be private or secure. It is illegal for unauthorized parties to intercept wireless communications, but such interceptions can occur.

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**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.2 Lifeline Assistance (Cont'd.)

2.2.14 Limitation of Liability

A. Liability for Claim or Loss, Expense or Damage

Tempo shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Informational Tariff, if caused by any person or entity other than Tempo, by any malfunction of any service or facility provided by any other carrier, an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond Tempo's direct control.

B. Liability for Damages

Tempo shall not be liable for any defacement of or damages to the premises of a customer or subscriber, resulting from the furnishing of service, which is not the result of Tempo's negligence.

C. Liability for Interruption or Defect

Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on Tempo's part has been a contributing factor, the liability of Tempo for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this Informational Tariff shall not exceed an amount equivalent to the pro-rata charge to the customer or subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

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**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.2 Lifeline Assistance (Cont'd.)

2.2.15 Indemnification

Tempo shall not be liable for, and shall be fully indemnified and held harmless by customer and subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data, information, or other conduct revealed to, transmitted by, or used by Tempo under this Informational Tariff; or for any act or omission of the customer or subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by Tempo, if not caused by negligence of Tempo.

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

## 2.2 Lifeline Assistance (Cont'd.)

2.2.16 Binding Arbitration

The resolution of all disputes and claims (including the ones that already are the subject of litigation), except for claims concerning the unauthorized resale, export, alteration, and/or tampering of a Tempo phone, its software, the service and/or pin numbers, shall be 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 the Tempo agreement. This provision is intended to encompass all disputes or claims arising out of a customer relationship with Tempo, arising out of or relating to the Tempo service or any equipment used in connection with the Tempo service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). References to the customer and Tempo include each party's 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.

## A. Procedure

Customers must first present any claim or dispute to Tempo 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 the Tempo Lifeline Terms and Conditions of Service. The AAA Rules are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7870. The customer and Tempo agree that use of the Tempo 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.

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415



**LIFELINE WIRELESS SERVICE**

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

## 2.2 Lifeline Assistance (Cont'd.)

2.2.16 Binding Arbitration (Cont'd.)

## B. Arbitration

The arbitrator will decide all issues, including the scope of this arbitration clause, but the arbitrator is bound by the terms of the Tempo Lifeline Terms and Conditions of Service. The customer and Tempo agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, the customer agrees 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 the customer and Tempo in accordance with the AAA Rules, except that Tempo will reimburse the customer for the amount of the filing fee in the event the customer prevails 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, the customer waives 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 Tempo and the customer agree otherwise, the location of any arbitration shall be Kansas City, Missouri. Except where prohibited by law, Tempo and the customer 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 the customer nor Tempo 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.

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

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**SECTION 2 – RULES AND REGULATIONS (CONT'D.)**

2.2 Lifeline Assistance (Cont'd.)

2.2.17 Governing Law

Tempo Lifeline agreements shall be construed under the laws of the state in which services are provided, without regard to its choice of law rules, except for the arbitration provision contained in the Tempo Lifeline Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where the customer resides, or where the customer uses or pays for services.

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

**SECTION 3 – LIFELINE PLANS AND RATES**

3.1 Minutes of Usage Plans

Customers enrolled in the Tempo Lifeline program, receive a free monthly allotment of airtime minutes specified for the selected minute plan. Tempo airtime is issued as “Minutes of Usage” (MOUs) and renewed in thirty (30) day increments. When a customer runs out of minutes, he or she does not receive the next allotment until thirty (30) days from the last renewal date. Voice usage is deducted from the Tempo phone at a rate of one (1) unit per minute. There is no additional charge for nationwide long distance. Text messaging is deducted from the Tempo phone at a rate of one (1) MOU for every three (3) texts sent or opened by the Tempo phone. Web usage is deducted from the Tempo phone at a rate of two (2) MOUs for every one (1) Megabyte (MB) of web usage.

3.2 Customer Plan Options

Tempo offers two (2) plans for Tempo Lifeline wireless customers. These plans are as follows:

<b>Plans</b>	<b>Free Monthly Nationwide Minutes Included in Plan</b>	<b>Unused Minutes Carryover Each Month?</b>	<b>Texts</b>	<b>MBs (web)</b>
Lifeline Basic 1	150	Yes	3 = 1 MOU	1 = 2 MOU
Lifeline Basic 2	250	No	3 = 1 MOU	1 = 2 MOU

With Lifeline Basic 2, the phone resets to 250 minutes each month when the monthly minutes are delivered. Unused minutes will not automatically carry over to the next month.

Both Lifeline plans include free voicemail, call waiting, call forwarding, and caller ID.

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**LIFELINE WIRELESS SERVICE**

**SECTION 3 – LIFELINE PLANS AND RATES (CONT'D.)**

3.3 Additional Minute or Top-Up Plan Options

Tempo offers additional minutes or “Top-Up” plans at an additional fee. These Top-Up plans are good for thirty (30) days, and will carry over into the next month. There are three (3) Top-Up plans available to Tempo Lifeline customers. These plans are as follows:

<b>Additional Minute Plans</b>	<b>Rate</b>	<b>Minutes</b>	<b>Texts</b>	<b>MBs</b>
Lifeline Top-Up 60	\$ 5.95	60	3=1 MOU	1=2 MOU
Lifeline Top-Up 100	\$ 9.95	100	3=1 MOU	1=2 MOU
Lifeline Top-Up 200	\$ 14.95	200	3=1 MOU	1=2 MOU

3.4 Plan Usage

Airtime minutes will be deducted for all time during which the Tempo phone is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when the customer presses the “send,” “call” or other key to initiate or answer a call and does not end until the customer presses the “end” key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers including Customer Care, 411 and to access voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available), airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. The customer is charged for calls to Customer Care if he or she dials 611 directly from the Tempo handset. For outbound calls, the customer may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes will be deducted for use of other services such as text messaging and accessing the Web. No credit or refund is given for dropped calls.

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

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**LIFELINE WIRELESS SERVICE**

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**SECTION 3 – LIFELINE PLANS AND RATES (CONT'D.)****3.5 Text Messaging**

Customers can use their free monthly allotment of minutes to send and/or open text messages. Sending and/or opening text messages will deduct from the available allotment of MOUs available per plan. Text messaging is deducted at a rate of one (1) MOU for every three (3) texts sent or opened by the Tempo phone. Once a customer's free monthly allotment of minutes is depleted, the customer will need to purchase and redeem additional airtime minutes in order to continue to send text messages and open incoming text messages and to place and receive voice calls.

**3.6 International Text Messaging**

Tempo does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the Tempo Lifeline program.

**3.7 Premium SMS Services and Campaigns**

Tempo does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than Tempo. Premium SMS campaigns include activities such as casting a vote, expressing an opinion, playing a game, subscribing to a service, or interactive television programs. Customers should not attempt to participate in Premium SMS campaigns unless it is a Tempo authorized campaign. Any text message sent to a "short code" will in all likelihood not go through. Any charges a customer incurs as a result of any attempts to participate in Premium SMS services or campaigns not authorized by Tempo are not refundable.

**3.8 International Calling**

Tempo does not currently offer international calling from Tempo handsets.

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**LIFELINE WIRELESS SERVICE**

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**SECTION 3 – LIFELINE PLANS AND RATES (CONT'D.)****3.9 Fixed Wireless Service**

Tempo Lifeline customers can also select Home Connection, a new type of service called a “fixed wireless” service, instead of Tempo’s Lifeline wireless service. This service allows customers to make and receive calls from their existing home phone using Tempo wireless services. Customers can keep their current phone number and home phone handset while using the service. Calls will be made and received on the landline phone device, but will travel over Tempo’s wireless network. The price is \$29.95 per month, minus the \$9.25 Lifeline discount, for a total of \$20.70 per month, which would be prepaid by the customer. This plan offers customers unlimited local and long distance calling, along with all the other features described in connection with Tempo’s wireless device plans, including voicemail, 911/E911 access, and custom calling features such as call waiting, call forwarding, and caller ID. As this service is used on a home phone handset, texting and data usage are not included on this plan. Lifeline customers may have only one Lifeline plan per household, and may choose either the wireless plan or the fixed wireless service.

**3.10 Taxes and Surcharges**

Tempo charges state and local sales tax. Pricing listed on the Tempo website or in advertising for wireless service does not include certain taxes or surcharges. Subscribers are responsible for all charges applicable to the use of Tempo service regardless if the subscriber was the actual user of the service. Taxes and surcharges may include sales, gross receipts, use and excise taxes, other taxes, E-911 and 911 charges and federal and state universal service fees. The amount of these taxes and surcharges is subject to change and may vary from time to time and by geographic area. Tempo collects sales tax on all Tempo service plans and may also collect regulatory fees in certain states. Third party authorized retailers are responsible for collecting sales taxes and required regularly fees for transactions that occur through such third party authorized retailers. Changes to a tax or surcharge will become effective as provided by the appropriate taxing authority. Taxes and fees are subject to change without notice.

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

## LIFELINE WIRELESS SERVICE

### SECTION 4 – SERVICE AREA

#### 4.1 Service Area

CLLI	RC ABBRE	CITY	OCN_NAME
ADA MNXA	ADA	ADA	LORETEL SYSTEMS, INC.
ADBNMNXA	AUDUBON	AUDUBON	LORETEL SYSTEMS, INC.
ADMSMNXB	ADAMS	ADAMS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ADRNMNXA	ADRIAN	ADRIAN	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
AFTNMNAF	STCROIXBCH	AFTON	QWEST CORPORATION
ALBOMNXB	ALBORN	ALBORN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ALBYMNXA	ALBANY	ALBANY	ALBANY MUTUAL TELEPHONE ASSOCIATION, INC.
ALDNMNXB	ALDEN	ALDEN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ALLEMNAL	ALBERT LEA	ALBERT LEA	QWEST CORPORATION
ALMLMNXA	TWINCITIES	ALMELUND	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ALTRMNXA	ALTURA	ALTURA	EMBARQ MINNESOTA DBA CENTURYLINK
ALVDMNXA	ALVARADO	ALVARADO	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ALXNMNXA	ALEXANDRIA	ALEXANDRIA	EMBARQ MINNESOTA DBA CENTURYLINK
ALXNMNXL	ALEXANDRIA	ALEXANDRIA	EMBARQ MINNESOTA DBA CENTURYLINK
AMBYMNXA	AMBOY	AMBOY	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
ANDLMNXB	ANNANDALE	ANNANDALE	WINDSTREAM LAKEDALE, INC.
ANOKMNAN	TWINCITIES	ANOKA	QWEST CORPORATION
APPLMNAP	APPLETON	APPLETON	QWEST CORPORATION
APVYMNXA	TWINCITIES	APPLE VALLEY	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
ARCOMNXA	ARCO	ARCO	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ARTNMNXA	ARLINGTON	ARLINGTON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
ASHBMNXA	ASHBY	ASHBY	PARK REGION MUTUAL TELEPHONE CO.
ASKVMNXA	ASKOV	ASKOV	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ATKNMNXA	AITKIN	AITKIN	EMBARQ MINNESOTA DBA CENTURYLINK

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 2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
ATWRMNXA	ATWATER	ATWATER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
AURRMNXA	AURORA	AURORA	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
AUSTMNAB	AUSTIN	AUSTIN	QWEST CORPORATION
AVOCMNXA	AVOCA	AVOCA	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
AVONMNVO	AVON	AVON	QWEST CORPORATION
BBCYMNXB	BIG BEND	MILAN	FEDERATED TELEPHONE COOPERATIVE
BCKRMNXA	BECKER	BECKER	SHERBURNE COUNTY RURAL TELEPHONE CO.
BCKSMNXB	BACKUS	BACKUS	ARVIG TELEPHONE CO.
BECDMNXB	BECIDA	BECIDA	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
BENAMNXB	BENA	BENA	ARROWHEAD COMMUNICATIONS CORP.
BFLKMNXB	BUFFALO LK	BUFFALO LAKE	EMBARQ MINNESOTA DBA CENTURYLINK
BFLOMNBU	TWINCITIES	BUFFALO	QWEST CORPORATION
BGLKMNXA	BIG LAKE	BIG LAKE	SHERBURNE COUNTY RURAL TELEPHONE CO.
BGLWMNXB	BIGELOW	BIGELOW	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BGLYMNXB	BAGLEY	BAGLEY	GARDEN VALLEY TELEPHONE CO.
BKTNMNXB	BROOKSTON	BROOKSTON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BLANMNBL	TWINCITIES	BLAINE	QWEST CORPORATION
BLATMNXB	BALATON	BALATON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
BLERMNXB	BLUE EARTH	BLUE EARTH	BLUE EARTH VALLEY TELEPHONE CO.
BLGRMNXB	BELGRADE	BELGRADE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BLKDMNXB	BLACKDUCK	BLACKDUCK	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
BLLPMNXA	TWINCITIES	BELLE PLAINE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
BLPRMNXB	BLOOMNPRRI	BLOOMING PRAIRIE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BLTNMNCE	TWINCITIES	BLOOMINGTON	QWEST CORPORATION
BLTNMNNO	TWINCITIES	BLOOMINGTON	QWEST CORPORATION
BLTNMNSO	TWINCITIES	BLOOMINGTON	QWEST CORPORATION
BLTRMNXB	BELTRAMI	BELTRAMI	GARDEN VALLEY TELEPHONE CO.
BLVWMNXB	BELVIEW	BELVIEW	REDWOOD COUNTY TELEPHONE CO.
BMDJMNBE	BEMIDJI	BEMIDJI	QWEST CORPORATION
BNSNMNXB	BENSON	BENSON	EMBARQ MINNESOTA DBA CENTURYLINK
BNVLMNXB	BENNETTVL	BENNETTVILLE	EMBARQ MINNESOTA DBA CENTURYLINK

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CLLI	RC ABBRE	CITY	OCN_NAME
BOCKMNXB	BOCK	BOCK	BENTON COOPERATIVE TELEPHONE CO.
BOVLMNXB	BROWERVL	BROWERVILLE	EMBARQ MINNESOTA DBA CENTURYLINK
BOYDMNXB	BOYD	BOYD	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BRCTMNBC	TWINCITIES	BROOKLYN CENTER	QWEST CORPORATION
BRHMMNBR	BRAHAM	BRAHAM	QWEST CORPORATION
BRKSMNXB	BROOKS	BROOKS	GARDEN VALLEY TELEPHONE CO.
BRNDMNXB	BRANDON	BRANDON	GARDONVILLE COOPERATIVE TELEPHONE ASSN.
BRNMMNBA	BARNUM	BARNUM	QWEST CORPORATION
BRNRMNBR	BRAINERD	BRAINERD	QWEST CORPORATION
BROTMNXB	BROOTEN	BROOTEN	MID-STATE TELEPHONE CO.
BRPTMNXB	BREEZY PT	BREEZY POINT	ARVIG TELEPHONE CO.
BRRTMNXB	BARRETT	BARRETT	RUNESTONE TELEPHONE ASSOCIATION
BRSNMNXB	BRIMSON	BRIMSON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BRTHMNXB	BERTHA	BERTHA	EAST OTTER TAIL TELEPHONE CO.
BRTNMNXB	BROWNTON	BROWNTON	EMBARQ MINNESOTA DBA CENTURYLINK
BRVIMNXB	BARNESVL	BARNESVILLE	CITY OF BARNESVILLE TELEPHONE UTILITY
BRVIMNXR	BARNESVL	BARNESVILLE	RED RIVER RURAL TEL ASSN. - MN
BRVLMNBU	TWINCITIES	BURNSVILLE	QWEST CORPORATION
BRVLMNXA	TWINCITIES	BURNSVILLE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
BRWSMNXA	BREWSTER	BREWSTER	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
BTFDMNXB	BUTTERFLD	BUTTERFIELD	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BTLKMNBA	BATTLELAKE	BATTLE LAKE	QWEST CORPORATION
BUHLMNBU	BUHL	BUHL	QWEST CORPORATION
BVCKMNXA	LUVERNE	BEAVER CREEK	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
BWBKMNBI	BIWABIK	BIWABIK	QWEST CORPORATION
BWDLMNXB	BROWNSDALE	BROWNSDALE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BWVLMNXB	BROWNSVL	BROWNSVILLE	ACE TELEPHONE ASSOCIATION - MINNESOTA
BYLDMNXB	BYGLAND	BYGLAND	HALSTAD TELEPHONE CO.
BYRNMNXB	BYRON	BYRON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
BYRVMNXB	BOY RIVER	BOY RIVER	JOHNSON TELEPHONE CO.
CARLMNXC	CARLOS	CARLOS	EMBARQ MINNESOTA DBA CENTURYLINK

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 2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
CHOKMNXC	CHOKIO	CHOKIO	FEDERATED TELEPHONE COOPERATIVE
CHSHMNCS	CHISHOLM	CHISHOLM	QWEST CORPORATION
CHSKMNXC	CHASKA	CHASKA	EMBARQ MINNESOTA DBA CENTURYLINK
CHSTMNCH	GRAND RPDS	COHASSET	QWEST CORPORATION
CKTNMNCR	CROOKSTON	CROOKSTON	QWEST CORPORATION
CLCYMNXB	CLARA CITY	CLARA CITY	CLARA CITY TELEPHONE EXCHANGE CO.
CLEMMNXC	CLEMENTS	CLEMENTS	CLEMENTS TELEPHONE CO.
CLFDMNXC	CLARKFIELD	CLARKFIELD	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CLGNMNXC	CHASKA	COLOGNE	EMBARQ MINNESOTA DBA CENTURYLINK
CLGVMNXC	CLARKS GRV	CLARKS GROVE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CLLKMNXA	CLEAR LAKE	CLEAR LAKE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CLMTMNXA	CLAREMONT	CLAREMONT	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CLMXMNXC	CLIMAX	CLIMAX	HALSTAD TELEPHONE CO.
CLQTMNCA	CLOQUET	CLOQUET	QWEST CORPORATION
CLRNMNCO	COLERAINE	COLERAINE	QWEST CORPORATION
CLRSMNXC	CLARISSA	CLARISSA	EAGLE VALLEY TELEPHONE CO.
CLSPMNCB	COLDSPRING	COLD SPRING	QWEST CORPORATION
CLTNMNXA	CLINTON	CLINTON	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
CLWRMNXC	CLEARWATER	CLEARWATER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CLWYMNXC	CALLAWAY	CALLAWAY	CALLAWAY TELEPHONE EXCHANGE
CMBAMNXC	CAMBRIA	CAMBRIA	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
CMBRMNCA	CAMBRIDGE	CAMBRIDGE	QWEST CORPORATION
CMFRMNXC	COMFREY	COMFREY	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CMPBMNXA	CAMPBELL	CAMPBELL	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
CMSTMNCO	COMSTOCK	COMSTOCK	QWEST CORPORATION
CNFLMNXC	CANNON FLS	CANNON FALLS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CNGRMNXC	CONGER	CONGER	WINNEBAGO COOP. TELEPHONE ASSN. - MINNESOTA
CNRPMNND	TWINCITIES	COON RAPIDS	QWEST CORPORATION
COKTMNXC	COKATO	COKATO	EMBARQ MINNESOTA DBA CENTURYLINK
CRGRMNXC	CERROGORDO	CERRO GORDO	FARMERS MUTUAL TELEPHONE CO.

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**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
CRMRMNXC	CORMORANT	CORMORANT	LORETEL SYSTEMS, INC.
CRRLMNXA	CORRELL	APPLETON	FEDERATED TELEPHONE COOPERATIVE
CRSBMNXC	CROSBY	CROSBY	EMBARQ MINNESOTA DBA CENTURYLINK
CRTOMNCB	CARLTON	CARLTON	QWEST CORPORATION
CRWLMNXC	CROMWELL	CROMWELL	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CRYSMNCR	TWINCITIES	CRYSTAL	QWEST CORPORATION
CSLKMNXA	CROSS LAKE	CROSS LAKE	CROSSLAKE TELEPHONE CO.
CSMSMNXC	COSMOS	COSMOS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CSSLMNCL	CASS LAKE	CASS LAKE	QWEST CORPORATION
CTFDMNCH	CHATFIELD	CHATFIELD	QWEST CORPORATION
CTGVMNCG	TWINCITIES	COTTAGE GROVE	QWEST CORPORATION
CTTNMNXC	COTTON	COTTON	ARROWHEAD COMMUNICATIONS CORP.
CTWDMNXC	COTTONWOOD	COTTONWOOD	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
CURRMNXC	CURRIE	CURRIE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
CYLMNXC	CEYLON	CEYLON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
CYRSMNXC	CYRUS	CYRUS	RUNESTONE TELEPHONE ASSOCIATION
DAKTMNXD	DAKOTA	DAKOTA	ACE TELEPHONE ASSOCIATION - MINNESOTA
DANBMNXD	DANUBE	DANUBE	K M P TELEPHONE COMPANY
DDCTMNXD	DODGE CTR	DODGE CENTER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
DELNMNXD	TWINCITIES	DELANO	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
DENTMNXD	DENT	DENT	EAST OTTER TAIL TELEPHONE CO.
DLFTMNXD	DELFT	DELFT	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
DLTHMNAF	DULUTH	DULUTH	QWEST CORPORATION
DLTHMNCB	DULUTH	DULUTH	QWEST CORPORATION
DLTHMNDB	DULUTH	DULUTH	QWEST CORPORATION
DLTHMNLA	DULUTH	DULUTH	QWEST CORPORATION
DLTHMNME	DULUTH	DULUTH	QWEST CORPORATION
DLTHMNPL	DULUTH	DULUTH	QWEST CORPORATION
DLTNMNXD	DALTON	DALTON	PARK REGION MUTUAL TELEPHONE CO.
DNHMMNXD	DENHAM	DENHAM	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
DNLYMNXD	DONNELLY	DONNELLY	RUNESTONE TELEPHONE ASSOCIATION
DNNLMNXD	DUNNELL	DUNNELL	DUNNELL TELEPHONE CO., INC.
DNVSMNXD	DANVERS	DANVERS	FEDERATED TELEPHONE COOPERATIVE
DRCKMNXD	DEER CREEK	DEER CREEK	EAST OTTER TAIL TELEPHONE CO.
DRRVMNXD	DEER RIVER	DEER RIVER	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
DRWDMNXD	DEERWOOD	DEERWOOD	EMBARQ MINNESOTA DBA CENTURYLINK
DSSLMNXD	DASSEL	DASSEL	EMBARQ MINNESOTA DBA CENTURYLINK
DTLKMNDL	DETROITLKS	DETROIT LAKES	QWEST CORPORATION
DUNDMNXA	DUNDEE	DUNDEE	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
DXTRMNXA	DEXTER	DEXTER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
EAGNMNLB	TWINCITIES	EAGAN	QWEST CORPORATION
ECHNMNXE	EAST CHAIN	EAST CHAIN	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
ECHOMNXE	ECHO	ECHO	REDWOOD COUNTY TELEPHONE CO.
EDPRMNEP	TWINCITIES	EDEN PRAIRIE	QWEST CORPORATION
EDPRMNGP	TWINCITIES	EDEN PRAIRIE	QWEST CORPORATION
EDVYMNXE	EDENVALLEY	EDEN VALLEY	MELROSE TELEPHONE CO.
EGBNMNXE	EAGLE BEND	EAGLE BEND	MIDWEST TELEPHONE CO.
EGLKMNXE	EAGLE LAKE	EAGLE LAKE	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
EGTNMNXE	EDGERTON	EDGERTON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
EKRVMNER	TWINCITIES	ELK RIVER	QWEST CORPORATION
ELDLMNXA	ELLENDALE	ELLENDALE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ELGNMNXE	ELGIN	ELGIN	EMBARQ MINNESOTA DBA CENTURYLINK
ELLKMNXE	ELBOW LAKE	ELBOW LAKE	RUNESTONE TELEPHONE ASSOCIATION
ELRSMNXE	ELROSA	ELROSA	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ELWOMNXE	ELLSWORTH	ELLSWORTH	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
ELY MNXE	ELY	ELY	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ELYSMNXE	ELYSIAN	ELYSIAN	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
EMLYMNXA	EMILY	EMILY	EMILY COOPERATIVE TELEPHONE CO.
EMMNMNXE	EMMONS	EMMONS	WINNEBAGO COOP. TELEPHONE ASSN. - MINNESOTA
ENFDMNXE	ENFIELD	ENFIELD	BRIDGE WATER TELEPHONE CO.
ERHRMNXE	ERHARD	ERHARD	PARK REGION MUTUAL TELEPHONE CO.
ERSKMNXA	ERSKINE	ERSKINE	GARDEN VALLEY TELEPHONE CO.

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**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
EVLTMNEV	VIRGINIA	EVELETH	QWEST CORPORATION
EVVLMNXE	EVANSVILLE	EVANSVILLE	GARDONVILLE COOPERATIVE TELEPHONE ASSN.
EXCLMNEX	TWINCITIES	EXCELSIOR	QWEST CORPORATION
EYOTMNXE	EYOTA	EYOTA	EMBARQ MINNESOTA DBA CENTURYLINK
FAMTMNXF	FAIRMONT	FAIRMONT	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
FAMTNDBC	FAIRMOUNT	FAIRMOUNT	RED RIVER RURAL TEL ASSN - ND
FARGNDBC	FARGO	FARGO	QWEST CORPORATION
FDDMMNXF	FEDERALDAM	FEDERAL DAM	JOHNSON TELEPHONE CO.
FKLNMNXF	FRANKLIN	FRANKLIN	MINNESOTA VALLEY TELEPHONE CO., INC.
FLWDMNXF	FLOODWOOD	FLOODWOOD	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
FNSNMNXF	FINLAYSON	FINLAYSON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
FOLYMNFO	FOLEY	FOLEY	QWEST CORPORATION
FONTMNXF	FOUNTAIN	FOUNTAIN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
FOTNMNXF	FORESTON	FORESTON	BENTON COOPERATIVE TELEPHONE CO.
FRAZMNXF	FRAZEE	FRAZEE	LORETEL SYSTEMS, INC.
FRBLMNFA	FARIBAULT	FARIBAULT	QWEST CORPORATION
FRDHMNXF	FREEDHEM	FREEDHEM	CONSOLIDATED TELEPHONE CO.
FRDLMNFR	TWINCITIES	FRIDLEY	QWEST CORPORATION
FRFLMNFB	FERGUS FLS	FERGUS FALLS	QWEST CORPORATION
FRFXMNXA	FAIRFAX	FAIRFAX	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
FRLKMNFL	TWINCITIES	FOREST LAKE	QWEST CORPORATION
FRPTMNXF	FREEPORT	FREEPORT	ALBANY MUTUAL TELEPHONE ASSOCIATION, INC.
FRTL MNXF	FERTILE	FERTILE	GARDEN VALLEY TELEPHONE CO.
FRTNMNXF	TWINCITIES	FARMINGTON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
FSHRMNXF	FISHER	FISHER	HALSTAD TELEPHONE CO.
FSTNMNXF	FOSSTON	FOSSTON	GARDEN VALLEY TELEPHONE CO.
FULDMNXA	FULDA	FULDA	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
GARYMNXG	GARY	GARY	TWIN VALLEY - ULEN TELEPHONE CO., INC.
GBBNMNXA	GIBBON	GIBBON	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
GDFRNDBC	EGRNDFORKS	GRAND FORKS	QWEST CORPORATION
GDMDMNXG	GRAND MDW	GRAND MEADOW	HOME TELEPHONE CO.
GDMRMNGM	GRANDMRAIS	GRAND MARAIS	QWEST CORPORATION
GDRGMNXG	GOODRIDGE	GOODRIDGE	GARDEN VALLEY TELEPHONE CO.

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CLLI	RC ABBRE	CITY	OCN_NAME
GDRPMNGR	GRAND RPDS	GRAND RAPIDS	QWEST CORPORATION
GDTHMNXG	GOODTHUNDR	GOOD THUNDER	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
GHNTMNXG	GHENT	GHENT	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
GLCOMNXG	GLENCOE	GLENCOE	EMBARQ MINNESOTA DBA CENTURYLINK
GLLYMNXG	GULLY	GULLY	GARDEN VALLEY TELEPHONE CO.
GLMNMNXG	GILMAN	GILMAN	BENTON COOPERATIVE TELEPHONE CO.
GLNDMNXA	GLENDORADO	GLENDORADO	SHERBURNE COUNTY RURAL TELEPHONE CO.
GLVLMNGL	GLENVILLE	GLENVILLE	QWEST CORPORATION
GLVYMNOR	TWINCITIES	GOLDEN VALLEY	QWEST CORPORATION
GLWDMNGL	GLENWOOD	GLENWOOD	QWEST CORPORATION
GLYNMNXG	GLYNDON	GLYNDON	LORETEL SYSTEMS, INC.
GNWLMNXG	GREENWALD	GREENWALD	MELROSE TELEPHONE CO.
GODHMNXG	GOODHUE	GOODHUE	SLEEPY EYE TELEPHONE CO.
GRADMNXG	GRANADA	GRANADA	GRANADA TELEPHONE CO.
GRCYMNXG	GARDENCITY	GARDEN CITY	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
GRFDMNXG	GARFIELD	GARFIELD	GARDONVILLE COOPERATIVE TELEPHONE ASSN.
GRFLMNXG	GRANITEFLS	GRANITE FALLS	EMBARQ MINNESOTA DBA CENTURYLINK
GRISMNXG	GREEN ISLE	GREEN ISLE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
GRSNMNXG	GARRISON	GARRISON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
GRVNMNXG	GARVIN	GARVIN	WOODSTOCK TELEPHONE CO.
GRYEMNXG	GREY EAGLE	GREY EAGLE	MELROSE TELEPHONE CO.
GTWYMNXG	GATEWAY	GATEWAY	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
GVCYMNXG	GROVE CITY	GROVE CITY	EMBARQ MINNESOTA DBA CENTURYLINK
GYLRMNGA	GAYLORD	GAYLORD	QWEST CORPORATION
HAMLMNHB	TWINCITIES	HAMEL	QWEST CORPORATION
HBNGMNI	HIBBING	HIBBING	QWEST CORPORATION
HCKNMNXH	HACKENSACK	HACKENSACK	ARVIG TELEPHONE CO.
HCTRMNXA	HECTOR	HECTOR	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
HFMNMNXH	HOFFMAN	HOFFMAN	RUNESTONE TELEPHONE ASSOCIATION
HILSMNXH	HILLS	HILLS	ALLIANCE COMMUNICATIONS COOPERATIVE, INC. - MN
HLCYMNXA	HILL CITY	HILL CITY	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
HLFRMNCO	HOLDINGFD	HOLDINGFORD	QWEST CORPORATION

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
HLLDMNXH	HOLLAND	HOLLAND	WOODSTOCK TELEPHONE CO.
HLWYMNXA	HOLLOWAY	HOLLOWAY	FEDERATED TELEPHONE COOPERATIVE
HMCYMNXH	HOLMESCITY	HOLMES CITY	EMBARQ MINNESOTA DBA CENTURYLINK
HNCCMNXH	HANCOCK	HANCOCK	FEDERATED TELEPHONE COOPERATIVE
HNCKMNI	HINCKLEY	HINCKLEY	QWEST CORPORATION
HNFLMNXH	HANLEY FLS	HANLEY FALLS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
HNNGMNHE	HENNING	HENNING	QWEST CORPORATION
HNSNMNXH	HENDERSON	HENDERSON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
HNVRMNH	TWINCITIES	HANOVER	QWEST CORPORATION
HODLMNXH	HOLLANDALE	HOLLANDALE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
HOKHMXH	HOKAH	HOKAH	ACE TELEPHONE ASSOCIATION - MINNESOTA
HOLTMNXH	HOLT	HOLT	WIKSTROM TELEPHONE CO., INC.
HPKNMNH	TWINCITIES	HOPKINS	QWEST CORPORATION
HRLDMNXH	HARTLAND	HARTLAND	MANCHESTER - HARTLAND TELEPHONE CO.
HRLKMNXA	HERON LAKE	HERON LAKE	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
HRMNMNXA	HERMAN	HERMAN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
HRWKMNXH	HARDWICK	HARDWICK	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
HSNGMNXH	HASTINGS	HASTINGS	EMBARQ MINNESOTA DBA CENTURYLINK
HSTNMNXH	HOUSTON	HOUSTON	ACE TELEPHONE ASSOCIATION - MINNESOTA
HTSNMNXH	HUTCHINSON	HUTCHINSON	HUTCHINSON TELEPHONE CO.
HVLDMNXA	HOVLAND	HOVLAND	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
HWLKMNXH	HOWARDLAKE	HOWARD LAKE	EMBARQ MINNESOTA DBA CENTURYLINK
HWLYMNH	HAWLEY	HAWLEY	QWEST CORPORATION
HYFDMNXA	HAYFIELD	HAYFIELD	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
HZRNMNXA	HAZEL RUN	HAZEL RUN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
IDCRMNXI	IDEAL COR	IDEAL CORNERS	ARVIG TELEPHONE CO.
IRNGMNXI	IRVING	IRVING	MID-STATE TELEPHONE CO.
ISLEMNXI	ISLE	ISLE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ISLKMNI	DULUTH	ISLAND LAKE	QWEST CORPORATION
ISNTMNIS	TWINCITIES	ISANTI	QWEST CORPORATION

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**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
ITSPMNXA	PARKRAPIDS	ITASCA STATE PARK	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
IVNHMNXI	IVANHOE	IVANHOE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
JCBSMNXJ	JACOBSON	JACOBSON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
JCSNMNJA	JACKSON	JACKSON	QWEST CORPORATION
JFRSMNXA	JEFFERS	JEFFERS	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
JNVLMNXJ	JANESVILLE	JANESVILLE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
JRDNMNXJ	TWINCITIES	JORDAN	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
JSPRMNXJ	JASPER	JASPER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
KDYHMNXA	KANDIYOHI	KANDIYOHI	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
KETNMNXK	KENSINGTON	KENSINGTON	RUNESTONE TELEPHONE ASSOCIATION
KEWTMNKE	KEEWATIN	KEEWATIN	QWEST CORPORATION
KLKNMNXX	KILKENNY	KILKENNY	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
KLLGMNXA	KELLOGG	KELLOGG	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
KMBLMNXK	KIMBALL	KIMBALL	MELROSE TELEPHONE CO.
KMBRMNXK	KIMBERLY	KIMBERLY	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
KNYNMNXA	AMUND	KENYON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
KRKHMNXK	KERKHOVEN	KERKHOVEN	K M P TELEPHONE COMPANY
KSSNMNXK	KASSON	KASSON	KASSON & MANTORVILLE TELEPHONE CO.
KSTRMNXL	KIESTER	KIESTER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
KTRVMNXK	KETTLE RIV	KETTLE RIVER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
LACRMNXL	LACRESCENT	LA CRESCENT	ACE TELEPHONE ASSOCIATION - MINNESOTA
LAPTMNXL	LAPORTE	LAPORTE	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
LECTMNXL	LE CENTER	LE CENTER	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
LEDRMNXL	LEADER	LEADER	CONSOLIDATED TELEPHONE CO.
LESRMNLS	LE SUEUR	LE SUEUR	QWEST CORPORATION
LFYTMNXA	LAFAYETTE	LAFAYETTE	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
LGVLMNXL	LONGVILLE	LONGVILLE	EAST OTTER TAIL TELEPHONE CO.
LKBNMNXL	LAKEBENTON	LAKE BENTON	INTERSTATE TELECOM. COOP., INC. - MINNESOTA
LKCRMNXL	LK CRYSTAL	LAKE CRYSTAL	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
LKCYMNXL	LAKE CITY	LAKE CITY	EMBARQ MINNESOTA DBA CENTURYLINK

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415



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CLLI	RC ABBRE	CITY	OCN_NAME
LKFDMNXL	LAKEFIELD	LAKEFIELD	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
LKLLMNXL	LK LILLIAN	LAKE LILLIAN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
LKPKMNXL	LAKE PARK	LAKE PARK	LORETEL SYSTEMS, INC.
LKVLMNXL	TWINCITIES	LAKEVILLE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
LKWLMNXL	LAKEWILSON	LAKE WILSON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
LMTNMNXA	LAMBERTON	LAMBERTON	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
LNCLMNXL	LINCOLN	LINCOLN	CONSOLIDATED TELEPHONE CO.
LNDLMNXB	LONSDALE	LONSDALE	LONSDALE TELEPHONE CO., INC.
LNGBMNXL	LENGBY	LENGBY	GARDEN VALLEY TELEPHONE CO.
LNPRMNXL	LONGPRAIRI	LONG PRAIRIE	EMBARQ MINNESOTA DBA CENTURYLINK
LNRDMNXL	LEONARD	LEONARD	GARDEN VALLEY TELEPHONE CO.
LNSTMNXL	LINDSTROM	LINDSTROM	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
LSMRMNXL	LISMORE	LISMORE	LISMORE COOPERATIVE TELEPHONE CO.
LSPRMNXL	LESTERPRRI	LESTER PRAIRIE	EMBARQ MINNESOTA DBA CENTURYLINK
LSTNMNXA	LEWISTON	LEWISTON	EMBARQ MINNESOTA DBA CENTURYLINK
LTFDMNLI	LITCHFIELD	LITCHFIELD	QWEST CORPORATION
LTFLMNLF	LITTLE FLS	LITTLE FALLS	QWEST CORPORATION
LUCNMNXL	LUCAN	LUCAN	MINNESOTA VALLEY TELEPHONE CO., INC.
LVRNMNLU	LUVERNE	LUVERNE	QWEST CORPORATION
LWRYMN01	LOWRY	LOWRY	RUNESTONE TEL. ASSN DBA RUNESTONE TELECOM ASSO.
LWVLMNXL	LEWISVILLE	LEWISVILLE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
LYLEMNXM	LYLE	LYLE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
LYNDMNXL	LYND	LYND	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MADLMNXM	MADELIA	MADELIA	CHRISTENSEN COMMUNICATIONS COMPANY
MAINMNXM	MAINE	MAINE	PARK REGION MUTUAL TELEPHONE CO.
MALMMNXM	MALMO	MALMO	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MAYRMNXM	TWINCITIES	MAYER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MCGRMNXM	MCGREGOR	MCGREGOR	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MCINMNXM	MCINTOSH	MCINTOSH	GARDEN VALLEY TELEPHONE CO.

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**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
MDLDMNXA	MEADOWLNDS	MEADOWLANDS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MDSL MNXM	MADISON LK	MADISON LAKE	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
MDSNMNXM	MADISON	MADISON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
MGR TMNXM	MCGRATH	MCGRATH	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MHNMMNMA	MAHNOMEN	MAHNOMEN	QWEST CORPORATION
MILCMNXM	MILACA	MILACA	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MILNMNXM	MILAN	MILAN	FEDERATED TELEPHONE COOPERATIVE
MIVLMNXM	MILLERVL	MILLERVILLE	GARDONVILLE COOPERATIVE TELEPHONE ASSN.
MLRSMNXM	MELROSE	MELROSE	MELROSE TELEPHONE CO.
MLRYMNXM	MILROY	MILROY	MINNESOTA VALLEY TELEPHONE CO., INC.
MLTNMNXM	MILTONA	MILTONA	MIDWEST TELEPHONE CO.
MLVLMNXM	MILLVILLE	MILLVILLE	EMBARQ MINNESOTA DBA CENTURYLINK
MNCHMNXM	MANCHESTER	MANCHESTER	MANCHESTER - HARTLAND TELEPHONE CO.
MNETMNXA	MINNEOTA	MINNEOTA	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
MNHGMNXM	MENAHGA	MENAHGA	WEST CENTRAL TELEPHONE ASSOCIATION
MNK TMNXM	MANKATO	MANKATO	MANKATO CITIZENS TELEPHONE CO. DBA HICKORYTECH
MNRVMNXM	MINERVA	MINERVA	GARDEN VALLEY TELEPHONE CO.
MNTIMNXM	MONTICELLO	MONTICELLO	BRIDGE WATER TELEPHONE CO.
MNTRMNXM	MENTOR	MENTOR	GARDEN VALLEY TELEPHONE CO.
MNVLMNXM	MANTORVL	MANTORVILLE	KASSON & MANTORVILLE TELEPHONE CO.
MOLKMNML	MOOSE LAKE	MOOSE LAKE	QWEST CORPORATION
MONDMNXA	TWINCITIES	MOUND	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MORAMNMO	MORA	MORA	QWEST CORPORATION
MPBAMNXM	MAPLE BAY	MAPLEBAY	GARDEN VALLEY TELEPHONE CO.
MPGVMNXA	OSSEO	MAPLE GROVE	EMBARQ MINNESOTA DBA CENTURYLINK
MPLKMNXA	MAPLE LAKE	MAPLE LAKE	WINDSTREAM LAKEDALE, INC.
MPLSMN07	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNBB	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNBE	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNDT	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNFR	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNFS	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION

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**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
MPLSMNGE	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNPE	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNPI	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPLSMNTF	TWINCITIES	MINNEAPOLIS	QWEST CORPORATION
MPPLMNXM	TWINCITIES	MAPLE PLAIN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MPTNMNXM	MAPLETON	MAPLETON	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
MPWDMNMA	TWINCITIES	MAPLEWOOD	QWEST CORPORATION
MRBLMNMA	MARBLE	MARBLE	QWEST CORPORATION
MRCLMNXM	MARCELL	MARCELL	PEOPLES TELEPHONE CO. MN
MRDCMNXM	MURDOCK	MURDOCK	K M P TELEPHONE COMPANY
MRGNMNXM	MORGAN	MORGAN	REDWOOD COUNTY TELEPHONE CO.
MRRSMNMO	MORRIS	MORRIS	QWEST CORPORATION
MRSHMNMA	MARSHALL	MARSHALL	QWEST CORPORATION
MRTWMNXM	MORRISTOWN	MORRISTOWN	CANNON VALLEY TELECOM, INC.
MSSNMNXM	MISSION	MISSION	CONSOLIDATED TELEPHONE CO.
MTGMMNXM	MONTGOMERY	MONTGOMERY	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
MTIRMNMI	VIRGINIA	MOUNTAIN IRON	QWEST CORPORATION
MTLKMNXM	MOUNTAINLK	MOUNTAIN LAKE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
MTLYMNXM	MOTLEY	MOTLEY	CONSOLIDATED TELEPHONE CO.
MTRSMNXB	MONTWAVE	MONTROSE-WAVERLY	WINDSTREAM LAKEDALE, INC.
MTVDMNMO	MONTEVIDEO	MONTEVIDEO	QWEST CORPORATION
MYNRMNXM	MAYNARD	MAYNARD	CLARA CITY TELEPHONE EXCHANGE CO.
MZPPMNXM	MAZEPPA	MAZEPPA	SLEEPY EYE TELEPHONE CO.
NBRNMNNB	NORTH BRCH	NORTH BRANCH	QWEST CORPORATION
NCLTMNNC	NICOLLET	NICOLLET	QWEST CORPORATION
NCSNMNXN	NICKERSON	NICKERSON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
NEVSMNXN	NEVIS	NEVIS	EAST OTTER TAIL TELEPHONE CO.
NKLMNXN	NOKAY LAKE	NOKAY LAKE	CONSOLIDATED TELEPHONE CO.
NLVL MNXN	NIELSVILLE	NIELSVILLE	HALSTAD TELEPHONE CO.
NMRDMNXN	NIMROD	NIMROD	WEST CENTRAL TELEPHONE ASSOCIATION
NRCRMNXN	NORCROSS	NORCROSS	RUNESTONE TELEPHONE ASSOCIATION
NRFDMNNO	NORTHFIELD	NORTHFIELD	QWEST CORPORATION

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
NROP MNXN	NORTHROP	NORTHROP	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
NRWDMNXN	NORWOOD	NORWOOD	EMBARQ MINNESOTA DBA CENTURYLINK
NSHWMNNA	NASHWAUK	NASHWAUK	QWEST CORPORATION
NSPLMNPR	TWINCITIES	NORTH ST PAUL	QWEST CORPORATION
NSSWMNNI	NISSWA	NISSWA	QWEST CORPORATION
NVRRMNNA	TWINCITIES	NAVARRE	QWEST CORPORATION
NWBTMNCL	TWINCITIES	NEW BRIGHTON	QWEST CORPORATION
NWGRMNXXN	TWINCITIES	NEW GERMANY	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
NWLD MNXN	NEW RICHLD	NEW RICHLAND	EMBARQ MINNESOTA DBA CENTURYLINK
NWLNMNXN	NEW LONDON	NEW LONDON	MID-STATE TELEPHONE CO.
NWMNMNXN	NEW MUNICH	NEW MUNICH	ALBANY MUTUAL TELEPHONE ASSOCIATION, INC.
NWMR MNXN	NEW MARKET	NEW MARKET	SCOTT RICE TEL CO. DBA INTEGRA TELECOM
NWPR MNXN	NEW PRAGUE	NEW PRAGUE	ECKLES TELEPHONE CO.
NWUL MNXN	NEW ULM	NEW ULM	NEW ULM TELECOM, INC.
NYML MNXN	NEWYORK ML	NEW YORK MILLS	EAST OTTER TAIL TELEPHONE CO.
ODIN MNXO	ODIN	ODIN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
OGLVMNOA	OGILVIE	OGILVIE	QWEST CORPORATION
OKBN MNXO	OKABENA	OKABENA	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
OKGVMNOG	TWINCITIES	OAK GROVE	QWEST CORPORATION
OKLEMNXO	OKLEE	OKLEE	GARDEN VALLEY TELEPHONE CO.
OLIV MNOL	BIRDISLAND	OLIVIA	QWEST CORPORATION
ONAM MNXO	ONAMIA	ONAMIA	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ORNC MNXO	ORONOCO	ORONOCO	PINE ISLAND TELEPHONE CO.
OSAG MNXO	OSAGE	OSAGE	EAST OTTER TAIL TELEPHONE CO.
OSKSMNXO	OSAKIS	OSAKIS	OSAKIS TELEPHONE CO.
OSLO MNXO	OSLO	OSLO	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
OSSEMNXO	OSSEO	OSSEO	EMBARQ MINNESOTA DBA CENTURYLINK
OTNG MNXO	OUTING	OUTING	CONSOLIDATED TELEPHONE CO.
OTRT MNXO	OTTERTAIL	OTTERTAIL	EAST OTTER TAIL TELEPHONE CO.
OWTN MNOW	OWATONNA	OWATONNA	QWEST CORPORATION
PALOMNXP	PALO	PALO	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN

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**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
PEASMNXP	PEASE	PEASE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
PENCMNXP	PENNOCK	PENNOCK	K M P TELEPHONE COMPANY
PIRZMNXA	PIERZ	PIERZ	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
PKRPMNPR	PARKRAPIDS	PARK RAPIDS	QWEST CORPORATION
PLATMNXP	PLATO	PLATO	EMBARQ MINNESOTA DBA CENTURYLINK
PLGRMNXP	PILLAGER	PILLAGER	CONSOLIDATED TELEPHONE CO.
PLMOMNFE	TWINCITIES	PLYMOUTH	QWEST CORPORATION
PLMRMNXP	PLUMMER	PLUMMER	GARDEN VALLEY TELEPHONE CO.
PLRPMNXP	PELICANRPD	PELICAN RAPIDS	LORETEL SYSTEMS, INC.
PLSDMNXP	PALISADE	PALISADE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
PLVWMNXP	PLAINVIEW	PLAINVIEW	EMBARQ MINNESOTA DBA CENTURYLINK
PMTNMNXP	PEMBERTON	PEMBERTON	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
PNCYMNPC	PINE CITY	PINE CITY	QWEST CORPORATION
PNISMNXP	PINEISLAND	PINE ISLAND	PINE ISLAND TELEPHONE CO.
PNRVMNXP	PINE RIVER	PINE RIVER	ARVIG TELEPHONE CO.
PPSKMNXP	PUPOSKY	PUPOSKY	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
PPSTMNPI	PIPESTONE	PIPESTONE	QWEST CORPORATION
PQLKMNXP	PEQUOT LKS	PEQUOT LAKES	ARVIG TELEPHONE CO.
PRBGMNXP	PRINSBURG	PRINSBURG	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
PRHMMNXP	PERHAM	PERHAM	EAST OTTER TAIL TELEPHONE CO.
PRLKMNXP	PRIOR LAKE	PRIOR LAKE	SCOTT RICE TEL CO. DBA INTEGRA TELECOM
PRLYMNXP	PERLEY	PERLEY	LORETEL SYSTEMS, INC.
PRPRMNXP	PARKESPRRI	PARKERS PRAIRIE	MIDWEST TELEPHONE CO.
PRTNMNPR	PRINCETON	PRINCETON	QWEST CORPORATION
PSTNMNXA	PRESTON	PRESTON	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
PTSNMNXP	PETERSON	PETERSON	ACE TELEPHONE ASSOCIATION - MINNESOTA
RACNMNXR	RACINE	RACINE	HOME TELEPHONE CO.
RAMYMNXR	RAMEY	RAMEY	BENTON COOPERATIVE TELEPHONE CO.
RCFDMN66	TWINCITIES	RICHFIELD	QWEST CORPORATION
RCFRMNRO	TWINCITIES	ROCKFORD	QWEST CORPORATION
RCMDMNXR	RICHMOND	RICHMOND	MELROSE TELEPHONE CO.
RDFLMNRA	MORTON	REDWOOD FALLS	QWEST CORPORATION
RDFLMNXF	RED DEL	REDWOOD FALLS	REDWOOD COUNTY TELEPHONE CO.

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CLLI	RC ABBRE	CITY	OCN_NAME
RDFLMNXR	RED DEL	REDWOOD FALLS	REDWOOD COUNTY TELEPHONE CO.
RDWNMNRW	RED WING	RED WING	QWEST CORPORATION
REMRMNXR	REMER	REMER	JOHNSON TELEPHONE CO.
RGRSMNXR	OSSEO	ROGERS	EMBARQ MINNESOTA DBA CENTURYLINK
RICEMNXR	RICE	RICE	BENTON COOPERATIVE TELEPHONE CO.
RKDLMNXR	ROCK DELL	ROCK DELL	KASSON & MANTORVILLE TELEPHONE CO.
RLFLMNXR	REDLKFALLS	RED LAKE FALLS	GARDEN VALLEY TELEPHONE CO.
RLLGMNXR	ROLLAG	ROLLAG	RED RIVER RURAL TEL ASSN. - MN
RLNGMNXR	ROLLINGSTN	ROLLINGSTONE	EMBARQ MINNESOTA DBA CENTURYLINK
RNDLMNXR	RANDALL	RANDALL	CONSOLIDATED TELEPHONE CO.
RNLKMNXA	ROUND LAKE	ROUND LAKE	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
RNVLMNXA	RENVILLE	RENVILLE	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
ROCHMNRO	ROCHESTER	ROCHESTER	QWEST CORPORATION
RSCYMNRC	RUSH CITY	RUSH CITY	QWEST CORPORATION
RSFRMNXR	RUSHFORD	RUSHFORD	ACE TELEPHONE ASSOCIATION - MINNESOTA
RSHMMNXA	RUSHMORE	RUSHMORE	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
RSMTMNXR	TWINCITIES	ROSEMOUNT	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
RSSLMNXA	RUSSELL	RUSSELL	WOODSTOCK TELEPHONE CO.
RTHSMNXR	ROTHSAY	ROTHSAY	ROTHSAY TELEPHONE CO., INC.
RTTNMNXR	RUTHTON	RUTHTON	WOODSTOCK TELEPHONE CO.
RYMNMNXA	RAYMOND	RAYMOND	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
RYTNMNRN	ROYALTON	ROYALTON	QWEST CORPORATION
SABNMNSA	SABIN	SABIN	QWEST CORPORATION
SCHRMNXS	SACREDHERT	SACRED HEART	SACRED HEART TELEPHONE CO.
SCNDMNXS	SCANDIMRIN	SCANDIA	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
SDVLMNSO	TWINCITIES	SODERVILLE	QWEST CORPORATION
SEBKMN01	SEBEKA	SEBEKA	WEST CENTRAL TELEPHONE ASSOCIATION
SEDNMNXS	SEDAN	SEDAN	MID-STATE TELEPHONE CO.
SGLKMNXS	STURGEONLK	STURGEON LAKE	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
SHBNMNXS	SHERBURN	SHERBURN	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
SHKPMNSH	TWINCITIES	SHAKOPEE	QWEST CORPORATION
SHLYMNXS	SHELLY	SHELLY	HALSTAD TELEPHONE CO.
SHVNMNXS	SHEVLIN	SHEVLIN	GARDEN VALLEY TELEPHONE CO.

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**LIFELINE WIRELESS SERVICE**

CLLI	RC ABBRE	CITY	OCN_NAME
SHVWMNRI	TWINCITIES	SHOREVIEW	QWEST CORPORATION
SKCTMNSC	SAUKCENTRE	SAUK CENTRE	QWEST CORPORATION
SLEYMNXS	HANSKA	SLEEPY EYE	SLEEPY EYE TELEPHONE CO.
SLLKMNXS	SILVERLAKE	SILVER LAKE	EMBARQ MINNESOTA DBA CENTURYLINK
SLWYMNXS	SOLWAY	SOLWAY	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
SNBGMNXS	SUNBURG	SUNBURG	MID-STATE TELEPHONE CO.
SNBRMNXS	SANBORN	SANBORN	WESTERN TELEPHONE CO.
SNDSMNSA	SANDSTONE	SANDSTONE	QWEST CORPORATION
SOHNMNXS	SOUTHHAVEN	SOUTH HAVEN	WINDSTREAM LAKEDALE, INC.
SPCRMNXS	SPICER	SPICER	MID-STATE TELEPHONE CO.
SPFDMNXS	SPRINGFLD	SPRINGFIELD	WESTERN TELEPHONE CO.
SPLSMNST	STAPLES	STAPLES	QWEST CORPORATION
SPVYMNXA	SPRING VLY	SPRING VALLEY	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
SQLKMNXS	SQUAW LAKE	SQUAW LAKE	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
STBNMNXS	TWINCITIES	ST BONIFACIUS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
STCDMNTD	ST CLOUD	ST CLOUD	QWEST CORPORATION
STCHMNSC	ST CHARLES	ST CHARLES	QWEST CORPORATION
STCLMNXS	ST CLAIR	ST CLAIR	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
STENMNXS	SO STEEN	STEEN	ALLIANCE COMMUNICATIONS COOPERATIVE, INC. - IA
STHRMNXS	ST HILAIRE	ST HILAIRE	GARDEN VALLEY TELEPHONE CO.
STJMMNXS	ST JAMES	ST JAMES	EMBARQ MINNESOTA DBA CENTURYLINK
STJSMNSJ	ST JOSEPH	ST JOSEPH	QWEST CORPORATION
STMCMNXS	OSSEO	ST MICHAEL	EMBARQ MINNESOTA DBA CENTURYLINK
STMMNMXS	ST MARTIN	ST MARTIN	MELROSE TELEPHONE CO.
STPLMNBE	TWINCITIES	ST PAUL	QWEST CORPORATION
STPLMNEM	TWINCITIES	ST PAUL	QWEST CORPORATION
STPLMNHB	TWINCITIES	ST PAUL	QWEST CORPORATION
STPLMNMI	TWINCITIES	ST PAUL	QWEST CORPORATION
STPLMNMK	TWINCITIES	ST PAUL	QWEST CORPORATION
STPRMNSP	NEW SWEDEN	ST PETER	QWEST CORPORATION
STRBMNXS	STARBUCK	STARBUCK	STARBUCK TELEPHONE CO.
STVLMNST	STEWARTVL	STEWARTVILLE	QWEST CORPORATION
STWRMNST	STILLWATER	STILLWATER	QWEST CORPORATION
STWTMNXS	STEWART	STEWART	EMBARQ MINNESOTA DBA CENTURYLINK

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2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

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CLLI	RC ABBRE	CITY	OCN_NAME
SVEAMNXS	SVEA	SVEA	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
SVLKMNXS	SULLIVANLK	SULLIVAN LAKE	CONSOLIDATED TELEPHONE CO.
SWVLMNSV	SWANVILLE	SWANVILLE	QWEST CORPORATION
TOFTMNTB	TOFTE	TOFTE	QWEST CORPORATION
TRACMNTR	TRACY	TRACY	QWEST CORPORATION
TRFLMNTH	THIFRIVFLS	THIEF RIVER FALLS	QWEST CORPORATION
TRMNMNXT	TRUMAN	TRUMAN	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
TRMTMNXT	TRIMONT	TRIMONT	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
TRRCMNXT	TERRACE	TERRACE	MID-STATE TELEPHONE CO.
TRRVMNXT	TURTLE RIV	TURTLE RIVER	PAUL BUNYAN RURAL TELEPHONE COOPERATIVE
TWHRMNXA	TWOHARBORS	TWO HARBORS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
TWLKMNXT	TWIN LAKES	TWIN LAKES	WINNEBAGO COOP. TELEPHONE ASSN. - MINNESOTA
TYFLMNXT	TAYLORSFLS	TAYLORS FALLS	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
TYLRMNXT	TYLER	TYLER	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
ULENMNXU	ULEN	ULEN	TWIN VALLEY - ULEN TELEPHONE CO., INC.
UNWDMNXU	UNDERWOOD	UNDERWOOD	PARK REGION MUTUAL TELEPHONE CO.
UPSLMNXU	UPSALA	UPSALA	UPSALA COOPERATIVE TELEPHONE ASSOCIATION
URBNMNXU	URBANK	URBANK	MIDWEST TELEPHONE CO.
VCTAMNXV	CHASKA	VICTORIA	EMBARQ MINNESOTA DBA CENTURYLINK
VESTMNXV	VESTA	VESTA	REDWOOD COUNTY TELEPHONE CO.
VKNGMNXV	VIKING	VIKING	WIKSTROM TELEPHONE CO., INC.
VLRDMNXV	VILLARD	VILLARD	EMBARQ MINNESOTA DBA CENTURYLINK
VNNGMNXV	VINING	VINING	PARK REGION MUTUAL TELEPHONE CO.
VRCTMNXV	VERNON CTR	VERNON CENTER	MID-COMMUNICATIONS, INC. DBA HICKORYTECH
VRDLMNXV	VERNDALE	VERNDALE	WEST CENTRAL TELEPHONE ASSOCIATION
VRGNMNVI	VIRGINIA	VIRGINIA	QWEST CORPORATION
VRGSMNXV	VERGAS	VERGAS	EAST OTTER TAIL TELEPHONE CO.
WABNMNXA	WAUBUN	WAUBUN	TWIN VALLEY - ULEN TELEPHONE CO., INC.
WACNMNXW	CHASKA	WACONIA	EMBARQ MINNESOTA DBA CENTURYLINK
WADNMNWA	WADENA	WADENA	QWEST CORPORATION
WARBMNXA	WARBA	WARBA	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN

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 2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415



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CLLI	RC ABBRE	CITY	OCN_NAME
WASCMNWA	WASECA	WASECA	QWEST CORPORATION
WBLKMNB	TWINCITIES	WHITE BEAR LAKE	QWEST CORPORATION
WBSHMNWA	WABASHA	WABASHA	QWEST CORPORATION
WBSSMNXW	WABASSO	WABASSO	REDWOOD COUNTY TELEPHONE CO.
WBSTMNXW	WEBSTER	WEBSTER	SCOTT RICE TEL CO. DBA INTEGRA TELECOM
WCNCMNXW	W CONCORD	WEST CONCORD	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
WDLKMNXW	WOOD LAKE	WOOD LAKE	REDWOOD COUNTY TELEPHONE CO.
WDRFMNXW	WALDORF	WALDORF	EMBARQ MINNESOTA DBA CENTURYLINK
WDSTMNXW	WOODSTOCK	WOODSTOCK	WOODSTOCK TELEPHONE CO.
WHERMNXW	WHITEEARTH	WHITE EARTH	TWIN VALLEY - ULEN TELEPHONE CO., INC.
WHKNMNXW	WAHKON	WAHKON	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
WHPHMNXW	WHIPHOLT	WHIPHOLT	EAST OTTER TAIL TELEPHONE CO.
WHTNDBC	BRECKENRDG	WAHPETON	QWEST CORPORATION
WINOMNWI	WINONA	WINONA	QWEST CORPORATION
WLCMMNXW	WELCOME	WELCOME	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
WLGVMNXW	WALNUT GRV	WALNUT GROVE	REDWOOD COUNTY TELEPHONE CO.
WLKRMNXW	WALKER	WALKER	EAST OTTER TAIL TELEPHONE CO.
WLLKMNXW	WOLF LAKE	WOLF LAKE	WEST CENTRAL TELEPHONE ASSOCIATION
WLMRMNWI	WILLMAR	WILLMAR	QWEST CORPORATION
WLMTMNXA	WILMONT	WILMONT	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
WMLKMNA	WOMAN LAKE	WOMAN LAKE	ARVIG TELEPHONE CO.
WNDLMNXW	WENDELL	WENDELL	RUNESTONE TELEPHONE ASSOCIATION
WNDMMNWI	WINDOM	WINDOM	QWEST CORPORATION
WNGRMNXW	WINGER	WINGER	GARDEN VALLEY TELEPHONE CO.
WNMNMNXW	WANAMINGO	WANAMINGO	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
WNSTMNXW	WINSTED	WINSTED	WINSTED TELEPHONE CO.
WNTHMNXW	WINTHROP	WINTHROP	WINTHROP TELEPHONE CO.
WOTNMNXW	WORTHINGTN	WORTHINGTON	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
WRGHMNXW	WRIGHT	WRIGHT	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
WSBKMNXA	STORDEN	WESTBROOK	CENTURYTEL OF MINNESOTA INC DBA CENTURYLINK
WSPLMNWS	TWINCITIES	WEST ST PAUL	QWEST CORPORATION
WTKNMNXW	WATKINS	WATKINS	MELROSE TELEPHONE CO.

Issued:

Effective:

ISSUED BY: Christopher J. Bunce, Senior Vice President, Legal and General Counsel  
2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

**LIFELINE WIRELESS SERVICE**

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CLLI	RC ABBRE	CITY	OCN_NAME
WTTWMNXW	TWINCITIES	WATERTOWN	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
WTVLMNXW	WATERVILLE	WATERVILLE	FRONTIER COMMUNICATIONS OF MINNESOTA, INC.
WVTNMNXW	WOLVERTON	WOLVERTON	WOLVERTON TELEPHONE CO. - MN
WYKFMNXW	WYKOFF	WYKOFF	HOME TELEPHONE CO.
WYNGMNXA	TWINCITIES	WYOMING	CITIZENS TELECOM CO MN-FRONTIER CITIZENS COM-MN
WYZTMNWA	TWINCITIES	WAYZATA	QWEST CORPORATION
ZMBRMNXZ	ZUMBROTA	ZUMBROTA	ZUMBROTA TELEPHONE CO.
ZMFLMNXZ	ZUMBRO FLS	ZUMBRO FALLS	EMBARQ MINNESOTA DBA CENTURYLINK
ZMMNMNXA	ZIMMERMAN	ZIMMERMAN	SHERBURNE COUNTY RURAL TELEPHONE CO.

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 Issued:

Effective:

ISSUED BY: Christopher J. Bunce, Senior Vice President, Legal and General Counsel  
 2323 Grand Blvd., Suite 925, Kansas City, MO 64108-2415

# Exhibit Tempo-9 Financial Statements

**REDACTED**

**From:** [Collins, Angela](#)  
**To:** [Doherty, Katherine \(COMM\)](#)  
**Subject:** RE: Tempo application  
**Date:** Thursday, September 18, 2014 2:00:08 PM

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Hi Kathy,

Sorry for the delayed response.

The company confirmed it has no issue with the 10-day turnaround in the circumstance you describe – when an otherwise qualified Lifeline customer within Tempo’s service area is turned away. The company agrees this situation would be an exception, not the norm, and in fact has not experienced it yet.

Do you need me to modify the response on the form, or can you accept this email as a modification to the original response?

Thanks,  
Angela

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**Angela F. Collins | Counsel**

Cahill Gordon & Reindel LLP

1990 K Street, N.W., Suite 950, Washington, D.C. 20006

t: +1.202.862.8930 | f: +1.866.814.6582 | [acollins@cahill.com](mailto:acollins@cahill.com)



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**From:** Doherty, Katherine (COMM) [<mailto:katherine.doherty@state.mn.us>]  
**Sent:** Friday, September 12, 2014 12:36 PM  
**To:** Collins, Angela  
**Subject:** Tempo application

Hi, Angela,

I just have one more question about the Tempo petition for ETC status.

In response to Department information request #17, Tempo stated that it “affirms that it will notify the Department of Commerce and the Commission if it is unable to serve a Lifeline qualified customer within its service area upon reasonable request. Tempo, however, believes that a ten day turn around for such reporting is unreasonable,” and proposes a quarterly or monthly reporting requirement.

I am wondering if Tempo misunderstood the reporting requirement.

The reporting requirement is applicable only in cases where Tempo is unable to serve a requesting customer that **qualifies for Lifeline**, and **is within Tempo’s service area**.

This would not include customers who are turned away because they are not qualified – i.e. don’t

meet the Lifeline income or program criteria, aren't qualified because they already have Lifeline service from Tempo or another provider, or are unable or unwilling to provide some or all of the information Tempo is required to collect. It does not include customers who are turned away because they are not within Tempo's service area. It also would not include situations where it is the customer's decision not to subscribe.

The Commission has required this of all other prepaid wireless ETCs designated in Minnesota. Situations where Tempo turns qualified customers away should be very few and far between. (There may situations in which doing so may be justifiable, but I can't think of any offhand). The Commission wants to know about these situations, if they occur, as they happen, so that it can assist if possible to ensure that the customer is served appropriately.

If Tempo understands the nature of the reporting requirement as described above and still is unwilling to notify the Commission and the Department within ten days of such an event, please provide an explanation of why it finds the ten day reporting requirement unreasonable. Please describe any circumstances in which Tempo would be justifiably unable to serve a Lifeline qualified customer within its service area, such that reporting the event would be burdensome.

Thank you,  
Kathy

*Katherine Doherty*  
*Minnesota Department of Commerce*  
*85 7th Place East*  
*St. Paul, MN 55101*  
[katherine.doherty@state.mn.us](mailto:katherine.doherty@state.mn.us)  
**651-539-1877**

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**From:** [Collins, Angela](#)  
**To:** [Doherty, Katherine \(COMM\)](#)  
**Subject:** RE: Tempo MN Docket 13-1137  
**Date:** Friday, October 17, 2014 1:31:10 PM  
**Attachments:** [Tempo January 9 Letter re Compliance Plan.pdf](#)

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Hi Katherine:

We did not receive an official acknowledgment from the FCC, but due to questions from many states (just like yours), we asked the FCC to update its webpage to reflect Tempo instead of Birch after we filed the September 17 letter. If you look on the FCC's Lifeline webpage (<http://www.fcc.gov/encyclopedia/lifeline-compliance-plans-etc-petitions>), you will see it says Birch Communications, Inc. (now Tempo Telecom, LLC) under Bureau-approved Compliance Plans.

We also filed the attached letter in January. A few states had been asking the FCC about the Compliance Plan and its application to specific states. The FCC responded by asking us to make a filing confirming the application of the Compliance Plan to Tempo and to all states.

Hope this helps!

Regards,  
Angela

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**Angela F. Collins | Counsel**

Cahill Gordon & Reindel LLP  
1990 K Street, N.W., Suite 950, Washington, D.C. 20006  
t: +1.202.862.8930 | f: +1.866.814.6582 | [acollins@cahill.com](mailto:acollins@cahill.com)



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**From:** Doherty, Katherine (COMM) [<mailto:katherine.doherty@state.mn.us>]  
**Sent:** Friday, October 17, 2014 1:52 PM  
**To:** Collins, Angela  
**Subject:** Tempo MN Docket 13-1137

Hi, Angela – one last request from Tempo re its petition for ETC status in Minnesota – The petition states that on September 17, 2013, Tempo notified the FCC that Tempo will adopt and comply with the approved compliance plan filed by Birch.

Did the FCC acknowledge that change, in a public notice or otherwise, as it did when Now Comm adopted the Birch plan? If so, could you provide me with a copy of that notice or acknowledgement? It would be good to attach that to my comments for clarity.

Thanks for your help,

*Katherine Doherty*  
*Minnesota Department of Commerce*

85 7th Place East  
St. Paul, MN 55101  
[katherine.doherty@state.mn.us](mailto:katherine.doherty@state.mn.us)  
**651-539-1877**

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**From:** [Collins, Angela](#)  
**To:** [Doherty, Katherine \(COMM\)](#)  
**Subject:** RE: Tempo tariff  
**Date:** Monday, November 03, 2014 8:48:10 PM

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Katherine,

I apologize – I just realized that I never responded to you on this. These changes will not be a problem. We address them now, or as part of follow-up compliance. Let me know which you prefer.

Thanks,  
Angela

---

**Angela F. Collins | Counsel**

Cahill Gordon & Reindel LLP  
1990 K Street, N.W., Suite 950, Washington, D.C. 20006  
t: +1.202.862.8930 | f: +1.866.814.6582 | [acollins@cahill.com](mailto:acollins@cahill.com)



---

**From:** Doherty, Katherine (COMM) [<mailto:katherine.doherty@state.mn.us>]  
**Sent:** Monday, October 27, 2014 2:38 PM  
**To:** Collins, Angela  
**Subject:** Tempo tariff

The informational tariff that Tempo submitted looks good except for a couple of items:

Section 2.2.12 “Tempo Right to Terminate Service” should be removed. The section provides for disconnection and/or de-enrollment in circumstances which do appear to comport with either Minnesota or FCC rules

The disconnect provisions in the tariff should mirror, to the extent possible, the Commission’s rules (specifically 7810.1800 and 7810.1900):

Acceptable disconnect reasons with notice:

- for failure of the customer to pay a bill for utility service when due;
- for failure of the customer to meet the utility's deposit and credit requirements;
- for failure of the customer to make proper application for service;
- for customer's violation of any of the utility's rules on file with the commission;
- for a failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve said customer as shall have been specified by the utility as a condition of obtaining service; or
- when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.



Acceptable disconnect reasons without notice:

- in the event of tampering with the utility's equipment;
- in the event of a condition determined to be hazardous to the customer, to other customers of the utility, to the utility's equipment, the public, or to employees of the utility; or
- in the event of a customer's use of equipment in such a manner as to adversely affect the utility's equipment or the utility's service to others.

Also, FCC rules (specifically 47 CFR §54.405(e)) provide the circumstances under which an eligible telecommunications may de-enroll a customer from the Lifeline program and the notice that is required.

Section 2.2.16 Binding Arbitration

The Commission has found that binding arbitration provisions are not appropriate in a telecommunications carrier's tariff. The Commission has also found that telecommunications carriers may not include "forum selection" clauses in their tariffs or contracts which require customers to litigate in an out-of-state forum.

These should be eliminated or revised to make clear that customers have the option of filing complaints with the Commission or filing a claim in court *in lieu of* arbitration. Customers should be advised of the availability of the Commission for assistance in resolving disputes.

Contact information for the Commission should be provided:

Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
Saint Paul, MN 55101-2147  
1-800-657-3782

If Tempo is agreeable to making these tariff revisions, I can file comments now recommending approval and we can handle the specifics of the revisions as a compliance item. Let me know.

*Katherine Doherty*  
*Minnesota Department of Commerce*  
*85 7th Place East*  
*St. Paul, MN 55101*  
[katherine.doherty@state.mn.us](mailto:katherine.doherty@state.mn.us)  
**651-539-1877**

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## **CERTIFICATE OF SERVICE**

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce  
Comments**

**Docket No. P6919/M-13-1137**

**Dated this 5<sup>th</sup> day of November 2014**

**/s/Sharon Ferguson**

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	OFF_SL_13-1137_M-13-1137
Linda	Chavez	linda.chavez@state.mn.us	Department of Commerce	85 7th Place E Ste 500  Saint Paul, MN 55101-2198	Electronic Service	No	OFF_SL_13-1137_M-13-1137
Angela	Collins	acollins@cgrdc.com	Cahill Gordon & Reindel LLP	1990 K Street, N.W. Suite 950 Washington, DC 20006	Electronic Service	No	OFF_SL_13-1137_M-13-1137
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_13-1137_M-13-1137
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_13-1137_M-13-1137
Jamie	Sark	N/A	Tempo Telecom, LLC.	3060 Peachtree Rd NW  Atlantic, GA 30305	Paper Service	No	OFF_SL_13-1137_M-13-1137