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BEFORE THE ARIZONA CORPORATION

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IN THE MATTER OF THE APPLICATION OF)
BOOMERANG WIRELESS, LLC FOR)
DESIGNATION AS A WIRELESS ELIGIBLE)
TELECOMMUNICATIONS CARRIER IN THE)
STATE OF ARIZONA (LOW INCOME ONLY).)

DOCKET NO. T-20861A-12-0415

Arizona Corporation Commission

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**APPLICATION OF BOOMERANG WIRELESS, LLC FOR DESIGNATION AS A
WIRELESS ELIGIBLE TELECOMMUNICATIONS CARRIER IN THE STATE OF
ARIZONA (LOW INCOME ONLY)**

Boomerang Wireless, LLC ("Boomerang" or the "Company"), pursuant to Section 214(e) of the Telecommunications Act of 1996 (the "1996 Act"), 47 U.S.C. § 214(e) and implementing rules of the Federal Communications Commission ("FCC"), hereby requests that the Arizona Corporation Commission ("Commission") designate Boomerang as an Eligible Telecommunications Carrier ("ETC") for the purpose of receiving federal low income universal service support, specifically Lifeline, for prepaid wireless services. Boomerang does not at this time seek ETC designation: (1) for the purpose of receiving federal universal service support for providing service to high-cost areas or (2) on a wireline basis. Boomerang requests designation as an ETC for portions of its service area in Arizona (the "Service Area"). Specifically, Boomerang requests ETC designation in all zip codes listed on **Exhibit "A"** hereto, excluding any Federally Recognized Tribal Lands located within those zip codes. Boomerang understands that its service area overlaps with several rural carriers in Arizona, but maintains that the public interest factors described below justify its designation in these carriers' service areas, especially because it seeks ETC designation solely to utilize USF funding to provide Lifeline service to qualified low-income consumers. Boomerang does not request that the Commission modify, or seek in any way to

affect, the definition of rural telephone company study areas in Arizona.

The Company has been granted ETC designation in the States of Maryland, Michigan and South Carolina. Boomerang also has applications pending in 23 jurisdictions for designation as an ETC on a wireless basis for federal support for Lifeline services.¹ Boomerang has never been denied ETC designation by any state commission or by the FCC in connection with any state.

Boomerang will market its Lifeline services under the brand "enTouch Wireless." Although the enTouch Wireless brand will be used to market Boomerang's Lifeline services, the service will be provided by Boomerang Wireless, LLC as the ETC. In addition, Boomerang will comply with all applicable rules, including 47 C.F.R. 54.405(d) requiring that ETCs disclose the name of the ETC on all materials describing the service. Therefore, customers will be notified that the enTouch Wireless services are provided by Boomerang Wireless, LLC as the ETC.

Boomerang respectfully requests that the Commission grant this Application so that Boomerang may provide wireless Lifeline service to qualified low-income households as soon as possible. In further support of its Application, Boomerang states as follows:

I. GENERAL INFORMATION.

A. Boomerang Wireless, LLC is an Iowa limited liability company with its principal offices located at 955 Kacena Road, Suite A, Hiawatha, Iowa 52233. Boomerang is authorized to transact business in the State of Arizona. Copies of Boomerang's Articles of Incorporation and Arizona Certificate of Good Standing are attached herein as **Exhibit "B"**.

B. Correspondence or communications pertaining to this Application should be directed to Boomerang's attorneys of record:

¹ Boomerang has ETC applications currently pending before state commissions in Arkansas, Colorado, Georgia, Indiana, Iowa, Kansas, Louisiana, Massachusetts, Mississippi, Ohio, Oklahoma, Pennsylvania, West Virginia, and Wisconsin. In addition, Boomerang has a pending petition before the FCC for granting ETC designations in Alabama, Connecticut, Delaware, The District of Columbia, New Hampshire, New York, North Carolina, Tennessee and Virginia, WC Docket No. 09-197 (filed Dec. 29, 2010).

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C. Questions concerning the ongoing operations of Boomerang following ETC designation should be directed to the above referenced counsel and to:

Mr. James T. Balvanz
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D. Boomerang has ETC applications currently pending before state commissions in Arkansas (#12-021-U), Georgia (#35701), Louisiana (S-32441); Iowa (ETA-2012-0002), Michigan (U-17030), Oklahoma (Cause No. PUD 201200052), Pennsylvania (P-2012-2301013), South Carolina (#2012-205-C), and West Virginia (#12-0825-C-PC). Boomerang was granted ETC Designation in the State of Maryland in Case No. 139033 on July 11, 2012, subject to thirty day comment period. In addition, Boomerang has a pending petition before the FCC for granting ETC designations in Alabama, Connecticut, Delaware, The District of Columbia, New Hampshire, New York, North Carolina, Tennessee and Virginia, WC Docket No. 09-197 (filed Dec. 29, 2010). Boomerang has not had any ETC applications denied.

II. BACKGROUND.

Section 254 of the 1996 Act provides for universal service. Universal service is a principal component of federal telecommunications policy, and the FCC has adopted a number of cost recovery policies and mechanisms designed to ensure access to basic telecommunications services at affordable prices for all Americans.

One key component of universal service is the availability of subsidies from the federal Universal Service Fund ("USF"), created by the 1996 Act. The USF was created, in part, to provide support to qualifying low-income communications end-users such as those serviced by Boomerang. Mechanisms were also established in an effort to moderate the amount of costs to be recovered through basic, recurring charges to low-income users, thereby assisting efforts to maintain reasonable basic rate levels. Only a "common carrier" receiving designation as an ETC under 47 U.S.C. § 214 is eligible to receive subsidies from the federal USF. Wireless carriers are common carriers under federal law.² Common carriers that provide services consistent with the requirements of Section 214(e) may be deemed ETCs.³

Section 214(e)(2) of the 1996 Act⁴ provides that:

A State commission shall upon its own motion or upon request designate a common carrier that meets the requirements of paragraph (1) as an eligible telecommunications carrier for a service area designated by the State commission. Upon request and consistent with the public interest, convenience, and necessity, the State commission may, in the case of an area served by a rural telephone company, and shall, in the case of all other areas, designate more than one common carrier as an eligible telecommunications carrier for a service area designated by the State commission, so long as each additional requesting carrier meets the requirements of paragraph (1). Before designating an additional eligible telecommunications carrier for an area served by a rural telephone company, the State commission shall find that the designation is in the public interest.

Section 214(e)(1) of the 1996 Act⁵ provides:

² 47 U.S.C. § 332(c)(1).

³ 47 U.S.C. § 214(e)(6) provides that wireless carriers not otherwise subject to state commission jurisdiction shall be designated as ETCs if they meet the requirements of 47 U.S.C. § 214(e)(1) consistent with applicable federal and state law.

⁴ 47 U.S.C. § 214(e)(2).

⁵ 47 U.S.C. § 214(e)(1).

A common carrier designated as an eligible telecommunications carrier under paragraph (2), (3), or (6) shall be eligible to receive universal service support in accordance with section 254 of this title and shall, throughout the service area for which the designation is received.

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

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

The FCC has promulgated rules governing ETC designations, set forth at 47 C.F.R. § 54.101, §§ 54.201-203, and §§ 54.205-207 (the "FCC Rules") to establish various requirements for carriers to meet before receiving ETC status. Applicants seeking ETC status in Arizona must address and satisfy each of the ETC designation criteria under the FCC Rules (or if any criterion is inapplicable, provide support thereof).

Boomerang seeks designation as an ETC for the sole purpose of receiving federal USF support for the provision of wireless services via the low-income program, Lifeline.

Pursuant to the provisions of 47 USC § 214(e)(2), the Commission has the statutory authority to designate as an ETC any common carrier that offers the services supported by federal Universal Service Fund support mechanisms and advertises "the availability of such services and the related charges using media of general distribution."⁶ Boomerang is a common carrier and reseller of commercial mobile radio service, and will offer all of the services and functionalities detailed in Section 54.101(a) of the FCC Rules and will provide competitive wireless services throughout its Service Area through resale of other carrier's services. The provision of services through resale of other carrier's services will ensure that Boomerang can provide services to customers throughout the Service Area.⁷ As discussed in subsequent sections of this Application, Boomerang has filed a compliance plan with the FCC. Additionally, Boomerang will advertise the availability of such services and the charges for these services using media of general distribution and commits to continue to advertise the availability of its Lifeline program.

⁶ 47 C.F.R. § 54.201(d)(2).

⁷ 47 C.F.R. § 54.101(a).

Finally, designation of Boomerang as an ETC on a wireless basis is in the public interest of the state of Arizona and its low-income telecommunications end-users. Upon designation as an ETC, Boomerang will make Lifeline service available to qualifying customers in the Service Area pursuant to the guidelines and requirements of the universal service program and 47 C.F.R. § 54.202.

III. DESCRIPTION OF BOOMERANG'S LIFELINE PLAN.

A. Boomerang Prepaid Wireless Lifeline Plan.

Lifeline is a component of one of four separate federal universal service fund mechanisms⁸ known as the “‘low-income’ support mechanism”⁹ and is defined in 47 C.F.R. § 54.401 as “a retail local service offering” “available only to qualified low-income consumers” “for which qualifying low-income consumers pay reduced charges as a result of application of the Lifeline support amount” that includes the services or functionalities enumerated in § 54.401, which Boomerang will use to “[m]ake available Lifeline service...to qualifying low-income consumers”.¹⁰ Boomerang’s planned wireless Lifeline offering will provide eligible customers with the following alternative Lifeline plans: (1) 125 units that rollover where 1 minute and 1 text equals 1 unit, and (2) 250 units without rollover where 1 minutes equals 1 unit and 1 text equals 1 unit. Units are not expended for calls to 911 or to Boomerang’s customer service.

The terms and conditions of its voice telephony service plans offered to Lifeline subscribers are detailed on pages 22-23 of the Compliance Plan attached hereto as **Exhibit “C”** and on the Terms of Service attached hereto as **Exhibit “D”**. Boomerang’s informational tariff concerning its Lifeline service in Arizona is attached hereto as **Exhibit “E”**.

All low-income universal service support will be used to allow Boomerang to provide the service with no monthly recurring charge, thus ensuring that the consumer receives 100% of all universal service support funding for which Boomerang will seek reimbursement. In the event that

⁸ 47 C.F.R. § 54.8(a)(1); See “Definitions” at second sentence.

⁹ 47 C.F.R. § 54.8(a)(1)); See “Definitions” at first sentence.

¹⁰ 47 C.F.R. §§ 54.401(a)(1), 54.401(a)(2), 54.401(a)(3), 54.405(a).

all airtime has been used, Lifeline customers will also have the capability of purchasing additional airtime in the various denominations set forth on page 23 of the Compliance Plan.

Airtime replenishment cards will be made available at many retail outlets frequented by low-income customers throughout the Service Area such as CVS, Dollar General, Walgreens, and Seven-Eleven, as well as from Boomerang's website.

The wireless plan will also include a free handset and the following Custom Calling features:

- (a) Caller ID;
- (b) Call Waiting;
- (c) Call Forwarding;
- (d) 3-Way Calling; and
- (e) Voicemail.

Under Boomerang's proposed low-income wireless offering, each eligible wireless customer will receive a 911 compliant handset at no cost to the subscriber. Attached hereto as **Exhibit "F"** is information regarding the handsets issued by Boomerang to its customers. Wireless handsets will be delivered at no charge to qualifying customers, service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline.

IV. BOOMERANG MEETS THE REQUIREMENTS OF THE FCC RULES FOR DESIGNATION AS AN ETC IN THE STATE OF ARIZONA.

As demonstrated below, Boomerang meets the applicable requirements under the FCC Rules for receiving ETC designation by the Commission pursuant to Section 214(e)(2) of 1996 Act.¹¹ In addition, Boomerang complies with the standards established by the FCC for determining whether applicants for ETC status serve the public interest.¹² The FCC has determined that applications for ETC status in "non-rural" areas are *per se* in the public interest.¹³

¹¹ 47 U.S.C. § 214(e)(2).

¹² See Federal-State Joint Board on Universal Service, *Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

¹³ Federal-State Joint Board on Universal Service; Cellco Partnership d/b/a Bell Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier, *Memorandum Opinion and Order*, CC Docket No. 96-45, 16

Boomerang has the financial and technical capability to provide Lifeline service. As part of the Lifeline Reform Order, the FCC amended its rules to require a carrier seeking designation as a Lifeline-only ETC to demonstrate that it is financially and technically capable of providing the supported Lifeline service in compliance with all of the low-income program rules.¹⁴ Boomerang satisfies these criteria.

Boomerang generates substantial revenues from non-Lifeline services and has access to capital from its investors. Boomerang currently provides prepaid wireless services to more than 350,000 subscribers, including more than 50,000 retail customers. Consequently, the Company has not relied, and will not be relying exclusively on Lifeline reimbursement for its operating revenues. The Company has not been subject to enforcement sanctions or ETC revocation proceedings in any state.

Boomerang attaches as **Exhibit "G"** a current list of its officers, along with biographical information for each, showing that it has the expertise necessary to provide the services specified herein.

A. Boomerang Will Provide Service Through Resale of Other Carriers' Services.

Boomerang will provide wireless service through resale. Under Section 214(e)(1)(A) of the 1996 Act, an ETC must offer the services supported by federal universal service support mechanisms throughout its designated service area "either using its own facilities or a combination of its own facilities and resale of another carrier's services."¹⁵ In its Lifeline Reform Order, the FCC decided to forbear, on its own motion, from applying the facilities requirement of Section 214(e)(1)(A) to any telecommunications carrier that seeks limited ETC designation to participate

FCC Rcd 39, 45; -U 14 (Rel. Dec. 26, 2000) (hereinafter "*Cellco Partnership*") ("For those areas served by non-rural telephone companies, such as the state of Delaware, we believe that designation of an additional ETC based upon a demonstration that the requesting carrier complies with the statutory eligibility obligations of section 214(e)(1) is *consistent per se with the public interest*. The carrier need make *no further showing* to satisfy this requirement.") (emphasis added).

¹⁴ In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb 6 2012) ("Lifeline Reform Order").

¹⁵ 47 U.S.C. § 214(e)(1)(A).

in the Lifeline program, conditioned on the ETC's compliance with certain 911 requirements and the ETC's filing with and approval by the FCC of a compliance plan describing the ETC's adherence to certain protections prescribed by the FCC ("Blanket Forbearance").

Boomerang seeks limited ETC designation in Indiana to participate in the Lifeline program and has opted to pursue Blanket Forbearance. On February 24, 2012, Boomerang filed its Compliance Plan ("Compliance Plan") with the FCC. At the FCC's request, a revised Compliance Plan was filed on July 26, 2012. The revised Compliance Plan was approved by the FCC on August 8, 2012. A copy of the Approved Compliance Plan and Notice of Approval is attached as hereto as **Exhibit "D"**.¹⁶ Boomerang seeks designation as an ETC by the Commission on an expedited basis in light of the FCC's recent approval of the Compliance Plan.

Boomerang, in its provision of wireless services, will offer resold services which Boomerang will obtain from its underlying wireless providers, Sprint, Verizon and other GSM carriers. This extended footprint through multiple carriers allows Boomerang to provide expanded coverage throughout otherwise underserved markets.

Boomerang has developed and implemented a diverse network that delivers all of the services required by the federal Lifeline guidelines, and employs both Verizon and Sprint, as well as other GSM carrier networks to ensure ubiquitous coverage. Additionally, Boomerang operates a network data facility located in Marion, Iowa, which is on line with Boomerang's remote call authorization array located at 630 E. Government Street, Pensacola, Florida 32502, and its network switch platform located at 5500 REC Drive, Marion, Iowa 52302. All wireless voice traffic is monitored through gains network authorization/access from Boomerang's call authorization platform on a per call basis. This same intelligent calling platform is used to transmit calls to the underlying carrier network for call completion, as well as communication to Boomerang's IVR platform. International long distance, operator services, and directory services traffic passes

¹⁶ The Company's Compliance Plan filed with the FCC is a public document and subject to comment at the FCC, which has determined to treat the filing as a "permit-but-disclose" proceeding in accordance with the FCC's *ex parte* rules, found at 47 C.F.R. §§ 1.1200 *et seq.* See FCC Public Notice DA 12-314, WC Docket Nos. 09-197, 11-42, Released February 29, 2012.

through the Boomerang network system.

The call authorization equipment manages account balances and also tracks and reports usage activity by line in real time. Boomerang's network operation center has protected power and diverse network feeds to protect against electric and/or phone company outage.

Through its service arrangements, Boomerang is able to offer all of the services and functionalities supported by the universal service program, as detailed in Section 54.101(a) of the FCC Rules, throughout its Service Area.

B. Boomerang Will Offer All of the Required Services and Functionalities.

In order to be designated as an ETC, the FCC Rules require that carriers offer all of the services supported by the federal universal service mechanisms.¹⁷ As demonstrated below, Boomerang will offer the supported services throughout the Service Area, through resale of other carriers' services.

Section 214(e)(1)(A) of the 1996 Act requires an ETC to offer the services that are supported by federal universal service support mechanisms under section 254(c). Effective December 29, 2011, pursuant to the USF/ICC Transformation Order,¹⁸ as further clarified by the USF/ICC Order on Reconsideration,¹⁹ the FCC eliminated its former list of nine supported services and amended section 54.101(a) of its rules to specify that "voice telephony service" is supported by the federal universal service mechanisms. The amended Section 54.101(a) and its list of supported services reads as follows:

¹⁷ 47 C.F.R. § 54.101(a)(1) – (9).

¹⁸ In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Report and Order and Further Notice of Proposed Rulemaking, FCC 11-161 (rel. Nov. 18, 2011) ("USF/ICC Transformation Order").

¹⁹ In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Intercarrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, Order on Reconsideration, FCC 11-189 (rel. Dec. 23, 2011) ("USF/ICC Order on Reconsideration").

§ 54.101 Supported services for rural, insular and high cost areas.

(a) Services designated for support. Voice telephony service shall be supported by federal universal service support mechanisms. The functionalities of eligible voice telephony services include 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 for qualifying low-income consumers (as described in subpart E of this part).

As set forth below, Boomerang provides each of the required functionalities.

Voice Grade Access to the Public Switched Network: Upon designation as an ETC in Arizona, and consistent with state and federal policies favoring universal service, Boomerang will offer voice telephony services as described in the amended Section 54.101 of the FCC Rules.²⁰ To the extent that the Commission continues to require ETCs to provide those services supported by federal universal service support mechanisms previously enumerated in 47 C.F.R. § 54.101(a), Boomerang commits to continue to satisfy state voice service requirements.²¹

Local Usage: "Local usage" means minutes of use for local exchange service provided free of charge to end users. As detailed in Section III.A., Boomerang is committed to offering minutes of use free of charge to end users.

Access to Emergency Services: The Company will provide access to emergency services provided by local government or public safety officials, including 911 and enhanced 911 ("E911") where available and will comply with any Commission requirements regarding E911-compatible handsets. As discussed above, the Company will comply with the Commission's forbearance grant conditions relating to the provision of 911 and E911 services and handsets. Boomerang also

²⁰ 47 C.F.R. §§ 54.101(a).

²¹ USF/ICC Transformation Order at ¶ 82.

commits to remit 911 revenues to local authorities. The Company commits to pay in a timely manner all applicable federal, state and local regulatory fees, including but not limited to universal service and E911 fees.²²

Toll Limitation for Qualifying Low-Income Customers: Pursuant to the toll limitation requirement, as a prepaid wireless service provider, none of Boomerang's service plans offered to low-income consumers includes any fee for toll calls. In addition, under the Lifeline Reform Order, subscribers to prepaid wireless services are not considered to have voluntarily elected to receive toll limitation services.²³

Additionally, Boomerang offers its customers access to operator services, interexchange service and directory assistance through Boomerang's own facilities.²⁴

C. Boomerang Will Advertise the Availability of Supported Services.

Boomerang will advertise the availability of the supported services. The FCC adopted specific requirements for Lifeline advertising in its Lifeline Reform Order with which the Company will comply.²⁵ Within the deadline provided in the Lifeline Reform Order, the Company will include the following information regarding its Lifeline service on all marketing materials describing the service: (1) it is a Lifeline service, (2) Lifeline is a government assistance program, (3) the service is non-transferable, (4) only eligible consumers may enroll in the program, (5) the program is limited to one discount per household; (6) documentation necessary for enrollment; (7) Boomerang's name (the ETC); (8) notice that consumers who willfully make a false statement in order to obtain the Lifeline benefit can be punished by fine or imprisonment or can be barred from

²² See TracFone Wireless, Inc. Petition to Rescind State 911/E911 Condition, FCC Docket No. 96-45 (May 3, 2010).

²³ Lifeline Reform Order at ¶ 230.

²⁴ Prior to the FCC's issuance of the USF/ICC Transformation Order and USF/ICC Order on Reconsideration, Boomerang offered access to operator services, interexchange service and directory assistance in compliance with 47 C.F.R. §§ 54.101(a)(1)-(9) and Section 214 of the Telecommunications Act. Boomerang recognizes that following issuance of the USF/ICC Transformation Order and USF/ICC Order on Reconsideration, offering access to these services is no longer sufficient to meet the "own facilities" requirement. Boomerang has made the business decision to continue to offer these services to its customers.

²⁵ Lifeline Reform Order at ¶¶ 275-82.

the program, and (9) details of the Lifeline service offerings.²⁶ These statements will be included in all print, audio video and web materials (including social networking media) used to describe or enroll customers in the Company's Lifeline service offering, as well as the Company's application forms and certification forms.²⁷ This specifically includes the Company's website and outdoor signage.²⁸

Boomerang is fully prepared to and will comply with federal requirements that it advertise the availability of its services throughout its designated Service Area using media of general distribution.²⁹ Boomerang further commits that it will also publicize the availability of Lifeline service in a manner reasonably designed to reach those likely to qualify for the service.³⁰ Boomerang will announce and advertise the availability and prices of its Lifeline services through a variety of media including its neighborhood event marketing distribution team, an extensive retail distribution network which includes 691 retail locations in Arizona and 47,568 retail locations nationwide stores, as well as from Boomerang's website and other online outlets. In total, more than 30,000 outlets nationwide will carry Boomerang's service soon to be expanded to over 255,000 locations nationwide. Accordingly, more low-income Arizona residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Boomerang's service. A sample of Boomerang's planned advertising is attached hereto as **Exhibit "H."**

D. Additional Eligibility Criteria.

The additional requirements for designation of ETCs were recently amended by the FCC. Effective April 2, 2012, 47 C.F.R. § 54.202 imposes a number of changed requirements in order to be designated an ETC under Section 214(e)(6). Boomerang will comply with the revised requirements of 47 C.F.R. § 54.202, effective April 2, 2012.

²⁶ Lifeline Reform Order at ¶ 275.

²⁷ Id.

²⁸ Id.

²⁹ 47 C.F.R. § 54.201(d)(2).

³⁰ 47 C.F.R. §§ 54.405(b).

1. Commitment and Ability to Provide Supported Services

Boomerang will comply with service requirements. Per the requirements of 47 C.F.R. § 54.202(a)(1)(i), Boomerang certifies that it will comply with the service requirements applicable to the low-income support it receives as a result of designation as an ETC for purposes of receiving Lifeline. Boomerang not only commits to provide service throughout its Service Area, but also commits to provide universal service in a timely manner to all customers who make a reasonable request for service pursuant to the FCC Rules.³¹ If designated as a wireless ETC, Boomerang will provide service throughout its Service Area through a combination of its own facilities and the resale of services. Boomerang is willing to accept carrier of last resort obligations throughout the universal service areas in which Boomerang is designated as an ETC by the Commission.

2. Remain Functional in Emergency Situations

Further, under the FCC Rules, an ETC applicant must demonstrate its ability to remain functional in emergency situations.³² Since Boomerang is providing service to its customers through the use of facilities obtained from other carriers it is able to provide to its customers the same ability to remain functional in emergency situations as currently provided by the carriers to their 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.

Boomerang, as well as its underlying carriers have created back-up systems to ensure full functionality in the event of a loss of power or network functionality. And, Boomerang's switching facilities are housed in a carrier-class data center with fully redundant power and HVAC, a controlled temperature and humidity environment, fire-threat detection and suppression, year-round critical monitoring and secure access with biometric security. The facility features redundant generators and redundant fiber optic connectivity. The data center is a reinforced

³¹ 47 C.F.R. § 54.202(a)(1) also requires the submission of a five-year plan demonstrating how high-cost universal service support will be used to improve the ETC's coverage, service quality and capacity. This requirement, however, is inapplicable to this application, since Boomerang is not seeking high-cost assistance.

³² 47 C.F.R. § 54.202(a)(2).

concrete building located in a secure area and collocated with the area electrical utility headquarters. It is powered from separate paths independent of any one electrical generation plant. All systems within the facility are implemented on redundant servers, each with redundant data network and power.

3. Satisfy Consumer Protection and Service Quality Standards

Boomerang will comply with the consumer protection standards set by the FCC, including:

Customer Proprietary Network Information - Boomerang will satisfy all consumer privacy protection standards as provided in 47 C.F.R. § 64, Subpart U as applicable and will protect Customer Proprietary Network Information (“CPNI”) as required by state and federal law and will certify compliance with the same on an annual basis.

Consumer Code for Wireless Service - Boomerang certifies that it will comply with the Cellular Telecommunications and Internet Association’s (“CTIA”) Consumer Code for Wireless Service as required by 47 C.F.R. § 54.202(a)(3).

General Compliance - Boomerang commits to reporting information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC’s USF Order.³³ Boomerang in general commits to satisfying all applicable state and federal requirements related to consumer protection and service quality standards.

As a reseller of other carriers’ wireless services, Boomerang is able to offer service of the same quality and reliability as the underlying vendors. Boomerang cannot guarantee that customers will never experience service disruptions, however, Boomerang’s underlying carrier agreements allow its service to be as reliable as any other wireless service that must deal with atmospheric and other conditions that sometimes result in dropped calls.

4. Steps to Limit Fraud, Waste and Abuse of FUSF

Boomerang will take appropriate steps to limit fraud, waste and abuse of the FUSF and will comply with all Lifeline requirements designed to prevent fraud, waste and abuse. Some of those

³³ Federal-State Joint Board on Universal Service, First Report and Order, 12 FCC Rcd 8776 at ¶ 4 (1997) (“USF Order”).

measures are discussed below in Section VI. Additionally, Boomerang employees are instructed that the company has zero tolerance for waste, fraud or abuse, and that they should notify a team lead immediately if they suspect that anyone might be providing false information or attempting to obtain a duplicate Lifeline benefit for themselves or within the same household.

Boomerang will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, who interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services. The training provides an explanation of the creation and purpose of the Lifeline program, the source of funds to provide access to qualified low-income consumers, program- and income-based eligibility determinations, and a detailed explanation of the one-benefit-per-household limitation. The training emphasizes the importance of clearly explaining the eligibility criteria and limitations to applicants as well as the potential consequences for providing false information on the application. Trainees learn what documentation is acceptable to verify program- or income-based eligibility and that they must be able to communicate this information clearly to applicants. Trainees are instructed to report to a supervisor if for any reason at all they feel that an individual is trying to abuse the program or falsify eligibility. Trainees must ask an applicant directly if they already have a Lifeline service, and more specifically, mention the names of major Lifeline service providers in the geographic area, such as Safelink, Assurance, or Stand Up Wireless. Trainees are given instruction in checking the available duplicates database to confirm whether anyone else at that residential address is receiving a Lifeline benefit, and if so, to ask the applicant if multiple households reside at the same address. Trainees are also given instruction about when to provide the additional household verification form on which the applicant will certify that his or her household is a separate economic unit and does not already receive a Lifeline benefit. Trainees are instructed on activation procedures and restrictions, including that an account may only be activated by the subscriber or upon the subscriber's express authorization to do so.

For all application processes, Boomerang has an in-house Compliance Officer and compliance metrics to further protect against waste fraud and abuse. This includes real time review of application submissions during events and random sampling of online and paper submissions.

Boomerang's internal team will provide another layer of review (i.e., handwriting, submission locations, timing) to identify abuse and carry out disciplinary action.

V. DESIGNATION OF BOOMERANG AS AN ETC ON A WIRELESS BASIS IS IN THE PUBLIC INTEREST OF THE STATE OF ARIZONA AND ITS LOW-INCOME TELECOMMUNICATIONS END-USERS.

Under the 1996 Act, “[u]pon request and consistent with the public interest, convenience and necessity”³⁴ the Commission “may, in the case of an area served by a rural telephone company, and shall, in the case of all other areas, designate more than one common carrier as an eligible telecommunications carrier for a service area designated”³⁵ by the Commission. With respect to an area served by a rural telephone company, the Commission “shall find that the designation is in the public interest”.³⁶ Boomerang complies with the standards established by the FCC for determining whether applicants for ETC status serve the public interest.³⁷

The “public interest” standard requires that the Commission “consider the benefits of increased consumer choice, and the unique advantages...of the applicant’s service offering”.³⁸ The FCC has determined that applications for ETC status in “non rural” areas *re per se* in the public interest.³⁹ Based on the foregoing, Boomerang submits that its designation as an ETC in Arizona meets the “public interest” standard established by the FCC.

Even though a demonstration is not required, Boomerang submits that the public interest benefits of designating Boomerang as an ETC include 1) a larger local calling area and expanded

³⁴ 47 C.F.R. § 54.201(c).

³⁵ *Id.* In rural ILEC territory, the Commission may “designate more than one common carrier as an eligible telecommunications carrier for a service area designated”.

³⁶ *Id.*

³⁷ See Federal-State Joint Commission on Universal Service, *Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

³⁸ 47 C.F.R. § 54.202(c).

³⁹ Federal-State Joint Commission on Universal Service; Cellco Partnership d/b/a Bell Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier, *Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45; -U 14 (Rel. Dec. 26, 2000) (hereinafter “*Cellco Partnership*”) (“For those areas served by non-rural telephone companies, such as the state of Delaware, we believe that designation of an additional ETC based upon a demonstration that the requesting carrier complies with the statutory eligibility obligations of section 214(e)(1) is *consistent per se with the public interest*. The carrier need make *no further showing* to satisfy this requirement.”) (emphasis added).

coverage area via multiple underlying carriers (as compared to traditional wireline carriers and single wireless carriers); 2) the convenience, portability, and security afforded by mobile telephone service; 3) the opportunity for customers to control cost by receiving a pre-set amount of flat-rate monthly airtime; 4) the ability to purchase additional low-cost usage at multiple convenient locations in the event that included usage has been exhausted; 5) the ability of users to use the supported service to send and receive “SMS” or text messages as well as the option to send data and access the public internet; and 6) 911 and, where available, enhanced 911 service in accordance with current FCC requirements. In addition, the inclusion of domestic telephone toll calling as a part of Boomerang’s flat-rate wireless offering allows consumers to avoid the risks of becoming burdened with significant and unexpected per-minute charges for domestic telephone toll and overage charges. These per-minute overruns form the basis of a substantial number of consumer complaints to state and federal regulators. Accordingly, Boomerang’s offerings will help to reduce this burden on public utility regulatory boards by obviating the cause for such complaints.

The FCC has also identified factors that are to be considered in determining whether designation of additional ETCs will serve the public interest such as whether the benefits of an additional ETC would outweigh potential harms. These factors include: 1) the benefits of increased competitive choice; and 2) the unique advantages and disadvantages of the company’s service offerings.⁴⁰ Boomerang affirms that its ETC designation meets these criteria as described below.

A. Increased Competitive Choice.

The FCC has determined that while designation of competitive ETCs promotes and benefits consumers by increasing customer choice, designation must include “an affirmative determination that such designation is in the public interest regardless of whether the applicant seeks designation in an area served by a rural or non-rural carrier.”⁴¹ Boomerang is seeking ETC

⁴⁰ See 47 C.F.R. § 54.202(c).

⁴¹ See Federal-State Joint Commission on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005).

designation on a wireless basis which will provide an additional valuable alternative to the existing telecommunications services currently available in these areas and will promote competition and facilitate the provision of advanced communications services to low-income residents of Arizona.

Boomerang believes that there are significant areas within the Service Area in which its target market, low income subscribers, are underserved by wireless telephone facilities. The mobility of Boomerang's prepaid wireless service will assist low income consumers who often must drive significant distances to places of employment, stores, schools, and other critical community locations, and it will provide timely access to emergency services as and when needed.

The public interest benefits of inclusion of the Company's wireless service include larger local calling areas (as compared to traditional wireline carriers), the convenience and security afforded by mobile telephone service, the opportunity for customers to control cost by receiving a preset amount of monthly airtime at no charge, the ability to purchase additional usage in the event that included usage has been exhausted, 911 service and, where available, E911 service in accordance with current FCC requirements.

The inclusion of long distance domestic calling as a part of Boomerang's wireless offering, along with the fact that service is provided without a monthly recurring charge, will allow consumers to avoid the risk of becoming burdened with large and unexpected charges for toll calling and unexpected overage charges.

Designation of the Company as an ETC on a wireless basis will also provide other carriers serving the same area an incentive to improve their existing networks and service offerings in order to remain competitive, which will result in improved consumer services and will also benefit consumers by allowing Boomerang to offer the services designated for support at rates that are "just, reasonable, and affordable."⁴²

As provided by the Communications Act, the availability of basic telecommunications services to low-income consumers is critical to the provision of public health, safety, and other

⁴² See 47 U.S.C. § 254(b)(1).

services. In addition, the FCC has long acknowledged the benefits to consumers of being able to choose from a variety of telecommunications providers and the resulting variety of telecommunications services they provide.⁴³ This is of particular interest in cases where wireless providers, such as Boomerang, seek to provide services as alternatives to those of the traditional ILEC. In the *Highland Cellular*⁴⁴ case, the FCC recognized and affirmed that some households may not have access to the public switched network as provided by the incumbent local exchange carrier. The availability of a wireless competitor benefits consumers who routinely drive long distances to attend work or school or to accomplish everyday tasks such as shopping or attending community and social events. The wireless service offered by Boomerang will provide these consumers with a convenient and affordable alternative to traditional telecommunications service that can be used while at home and away from home.

The Lifeline service offered by Boomerang also provides important benefits that are especially needed by low-income Arizona residents in this time of economic downturn. As of June, 2012, Arizona's unemployment rate is reported to be 8.2 percent,⁴⁵ which has a significant impact on many Arizona residents. The availability of a mobile telephone will be critical to the efforts of the unemployed as they search for other employment opportunities. Without a regular paycheck, wireless telephone service would become a luxury beyond the means of many of those persons.

Boomerang's Lifeline program will enable thousands of residents to obtain wireless service which would otherwise be unavailable to them. The economic circumstances indicate that low-income individuals, now more than ever, can greatly benefit from the advantages offered by Boomerang's Lifeline service thus allowing those adversely impacted by the failing economy or job loss to have access to a free wireless service to assist in emergency situations, facilitate job search efforts, and to maintain contact with family members.

⁴³ See, e.g., *Specialized Common Carrier Services*, 29 FCC 2d 870 (1971).

⁴⁴ Federal-State Joint Commission on Universal Service, *Highland Cellular, Inc., Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

⁴⁵ Bureau of Labor Statistics. See <http://stats.bls.gov/news.release/laus.t03.htm> .

It is also a commonly accepted fact that in today's market, qualified Lifeline customers view the portability and convenience of wireless service not as a luxury, but as a necessity. Mobile service allows children to reach their parents, wherever they may be, allows a person seeking employment the ability to be contacted by potential employers, and provides end users with the ability to contact emergency service providers, regardless of location.

Added together, Boomerang expects these additional competitive advantages to create an atmosphere that will cause many qualified consumers, at their option, to select the Company's low income wireless Lifeline service in lieu of the more traditional services.

B. The Unique Advantages of Boomerang's Service Offerings.

Boomerang will offer a unique, easy to use, competitive and highly affordable wireless telecommunications service, which it will make available to qualified consumers who either have no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional services. Boomerang's standard customer terms and conditions in connection with its wireless service offering can be found at www.boomerangwireless.com.

Boomerang will announce and advertise telecommunications services as an ETC in its Service Area and will publicize the availability of Lifeline services in a manner reasonably designed to reach those likely to qualify for those services. Accordingly, more low-income Arizona residents will be made aware of the opportunities afforded to them under the Lifeline program and will be able to take advantage of those opportunities by subscribing to Boomerang's service. A sample of Boomerang's planned advertising is attached hereto as **Exhibit "H."**

Boomerang will provide universal service as a wireless ETC throughout its Service Area.

Boomerang acknowledges that it may be required to provide equal access to long distance carriers in the event that no other ETC is providing equal access within the Service Area, as required by 47 C.F.R. § 54-202(a)(5).

Boomerang offers a local usage plan comparable to the ones offered by the ILECs in the Service Area.

Boomerang's Lifeline service is available with no credit check, deposit requirement,

minimum service periods, or early termination fees. These services will be an attractive and affordable alternative to all consumers, without regard to age, residency, or credit worthiness.

C. Impact on the Universal Service Fund.

ETC designation of Boomerang on a wireless basis will impose a negligible burden on the USF. Since Lifeline support is designed to reduce the monthly cost of telecommunication services for eligible consumers, is distributed on a per-customer basis, and is directly reflected in the price that the eligible customer pays, it is assured that all support received by the carrier is used to provide Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to low-income users, which is clearly in the public interest. In addition, designation of Boomerang as an ETC will not pose any adverse effect in the growth in the high-cost portions of the USF, nor will it create or contribute to an erosion of high-cost funding from any rural or non-rural telephone company.

The FCC reaffirmed this position when it stated that “the potential growth of the fund associated with high-cost support distributed to competitive ETCs” is not relevant to carriers seeking support associated with the low-income program.⁴⁶

The FCC also recognized that the total effect of additional low-income-only ETC designations would have a minimal impact on the fund when it stated that “any increase in the size of the fund would be minimal and would be outweighed by the benefit of increasing eligible participation in the Lifeline program, furthering the statutory goal of providing access to low-income consumers.”⁴⁷

It is also vital to recognize that in the case of Lifeline support, an ETC receives USF support *only* for the customers it obtains. In the scenario where a competitive ETC obtains a Lifeline customer from another ETC, only the “capturing” ETC provides Lifeline discounts and as a result, only the “capturing” ETC receives support reimbursement.

⁴⁶ Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, 20 FCC Rcd 15095 (2005) (TracFone Forbearance Order) at ¶ 17.

⁴⁷ TracFone Forbearance Order, at ¶ 17.

In addition, all providers are required to contribute a portion of the interstate revenues received from their customers to the Universal Service Fund. In accordance with current federal regulations, Boomerang will make contributions based on that portion of its revenue that is determined to be interstate. As such, approving Boomerang as an ETC will actually create contributions to the USF that were previously non-existent.

D. Designation of Boomerang as an ETC Will Benefit Low Income Consumers in the State of Arizona.

Designation of the Company as an ETC on a wireless basis will make Lifeline available to many more Arizona residents. This provision of Lifeline is particularly valuable to low-income customers in the wireless field, where, to Boomerang's knowledge, there is a limited number of wireless providers offering USF supported service and even fewer offering the same with absolutely no monthly recurring charge to the end-user. As such, the service for which Boomerang seeks ETC status is unique.

Inclusion of Boomerang service in the Lifeline program will serve the public interest by increasing participation of qualified consumers in those programs, thereby contributing to an overall increase in the number of Arizona residents receiving Lifeline service and an increase to the amount of federal USF dollars benefiting Arizona residents.

Finally, inclusion of Boomerang's wireless service in the Lifeline program will serve the public interest by furthering the extensive role that Boomerang believes it will play in the provision of communications service to low-income consumers, transient users, and other consumers who, due to the restrictive credit criteria, deposit requirements, and long-term commitments of traditional service providers, are off network and, without any viable alternative, are likely to remain so.

VI. BOOMERANG WILL COMPLY WITH THE CERTIFICATION AND VERIFICATION REQUIREMENTS.

As set forth in the Compliance Plan, Boomerang will comply with the uniform eligibility

criteria established in new section 54.409 of the FCC Rules.⁴⁸ Therefore, all subscribers will be required to demonstrate eligibility based at least on: (1) household income at or below 150% of the Federal Poverty Guidelines for a household of that size; (2) the household's participation in one of the federal assistance programs listed in new section 54.409(a)(2); or (3) meeting eligibility criteria established by Arizona for its residents, provided such criteria are based solely on income or factors directly related to income per new section 54.409(a)(3) of the FCC Rules. In addition, the Company will confirm that the subscriber is not already receiving a Lifeline service and no one else in the subscriber's household is subscribed to a Lifeline service.

As described in the Compliance Plan, Boomerang will implement certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Company personnel as detailed in the Lifeline Reform Order, together with any additional state certification requirements.⁴⁹ Consistent with federal requirements, Boomerang requires customers to certify at the time of service activation and annually thereafter that they: 1) are the head of household; 2) participate in one of the state-approved means tested programs; 3) will be receiving Lifeline-supported services only from Boomerang; 4) do not currently receive Lifeline support; and 5) will notify Boomerang in the event that they no longer participate in the qualifying program.

If Boomerang has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, the Company will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.⁵⁰ A demonstration of eligibility must comply with the annual verification procedures found in Section 54.410(f), including the submission of a certification form.⁵¹

Furthermore, Boomerang commits to comply with the FCC's 60-day non-usage policy, as

⁴⁸ 47 C.F.R. § 54.409.

⁴⁹ Lifeline Reform Order at ¶61; 47 C.F.R. § 54.410(a).

⁵⁰ Lifeline Reform Order at ¶ 143; 47 C.F.R. § 54.405(e)(1).

⁵¹ 47 C.F.R. §54.410 (effective April 2, 2012).

described in the Lifeline Reform Order.⁵²

VII. CONSISTENT WITH THE REQUIREMENTS OF 47 C.F.R. § 54.209 (EFFECTIVE APRIL 2, 2012), BOOMERANG WILL COMPLY WITH THE FOLLOWING ANNUAL REPORTING REQUIREMENTS:

As required by 47 C.F.R. § 54.209(a)(2), Boomerang will report, on an annual basis, “any outage, as that term is defined in 47 C.F.R. 4.5, of at least 30 minutes in duration” that potentially affects 1) at least ten percent of the end users served in a designated service area; or 2) a 911 special facility. The report will include 1) the date and time of the outage; 2) a brief description of the outage and its resolution; 3) the particular services affected 4) the geographic areas affected; 4) the steps taken to prevent a similar situation in the future; and 5) the number of customers affected.

As required by 47 C.F.R. § 54.209(a)(3), Boomerang will report the numbers of requests for service from potential customers within its ETC service areas that were unfulfilled in the past year and how it attempted to provide service to those potential customers.

Consistent with the requirements of 47 C.F.R. § 54.422(b)(2), Boomerang will annually report the number of complaints received by Boomerang from the FCC, this Commission, or the Better Business Bureau, per 1,000 handsets.

As required by 47 C.F.R. § 54.209(a)(5), Boomerang will certify its continuing compliance with all applicable service quality standards and consumer protection rules.

Consistent with the requirement of 47 C.F.R. § 54.209(a)(6), Boomerang will certify, on an annual basis, its continued ability to remain functional in emergency situations.

Pursuant to the requirements of 47 C.F.R. § 54.209(a)(7), Boomerang will certify each year that it offers a local usage plan comparable to that offered by the ILEC operating in the designated service area.

VIII. BOOMERANG WILL SATISFY THE FOLLOWING ACC CONDITIONS.

Commission Decision No. 72222 (March 9, 2011) granted an ETC designation subject to several conditions. Boomerang agrees to similar conditions, specifically:

⁵² Lifeline Reform Order at ¶¶ 257-63.

1. Boomerang shall evaluate providing Lifeline customers free access to Customer Service from the Company's handsets;
2. Boomerang shall file an informational tariff with the Commission, setting forth the rates, terms, and conditions for its Lifeline service within thirty (30) days of a Commission Order in this matter. A sample of Boomerang's proposed Informational tariff is attached hereto as **Exhibit "F"**;
3. Boomerang shall notify the Commission of any future changes to its rates, terms and/or conditions regarding its Lifeline offerings and file such charges in its tariff and amend its tariff in compliance with A.R.S. § 40-367;
4. Boomerang shall make available Lifeline services to qualifying low-income applicants in its ETC service area no later than ninety (90) days after the effective date of this decision and concurrently to notify the Utilities Division Director, by making a filing in Docket Control, of the commencement for such services;
5. Boomerang shall apprise the Commission of customer complaints that may arise from its ETC service offerings by making a filing in Docket Control; Boomerang shall provide a regulatory contact to the Commission's Consumer Services Division;
6. In the event that Boomerang requests to relinquish its ETC status and no longer provides Lifeline services, it must provide notice to both the Commission and its customers. Such notices shall be in accordance with A.A.C. R14-2-1107;
7. Boomerang shall submit an annual report by April 15 of each year, that contains its total number of Lifeline subscribers, total amount of Federal USF support received and an affidavit stating that Lifeline discounts or the equivalent are equal to the amount of total federal USF support per line. The annual filing shall be submitted as a compliance item in this docket; and
8. That Boomerang submit a quarterly report detailing the total number of Lifeline customers, the total number of customers removed from the customer base due to

60-day inactivity, the number of customers removed from the customer base due to annual verification, and the total number of customers who voluntarily relinquished Lifeline service. The quarterly report should be submitted as a compliance item in this docket on the 15 of the month following the end of the quarter.

Decision No. 72222 at p. 8.

Boomerang also will pay all applicable federal, state, and local regulatory fees, including but not limited to universal service and E-911 fees, in a timely manner.

CONCLUSION

Having demonstrated that Boomerang satisfies the conditions necessary for designation as an ETC in Arizona, and having shown that the public and universal service interests of the telecommunications consumers of the State of Arizona will be properly served, Boomerang respectfully requests that the Commission designate Boomerang Wireless, LLC as an ETC for the provision of low income support on a wireless basis in the State of Arizona.

RESPECTFULLY SUBMITTED this 24th day of September, 2012.

ROSHKA DEWULF & PATTEN, PLC

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Original and 13 copies of the foregoing
filed this 24th day of September, 2012 with:

Docket Control
Arizona Corporation Commission
1200 West Washington Street
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Copy of the foregoing hand-delivered/mailed
this 24th day of September, 2012 to:

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Chief Administrative Law Judge
Hearing Division
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Phoenix, Arizona 85007

Janice M. Alward, Esq.
Chief Counsel, Legal Division
Arizona Corporation Commission
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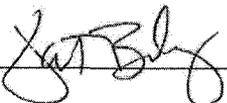
Steve Olea
Director, Utilities Division
Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

By 

CERTIFICATION

I, Jim Balvanz, Chief Financial Officer for Boomerang Wireless, LLC, submit this certification in support of Boomerang Wireless, LLC's application for designation as an Eligible Telecommunications Carrier pursuant to Section 214(e)(2) of the Communications Act of 1934. I confirm that I have personal knowledge of the facts contained herein, and to the best of my knowledge and belief, the information contained herein is true and correct.

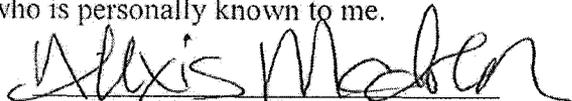
I am authorized to make this certification on behalf of Boomerang Wireless, LLC.



STATE OF Iowa

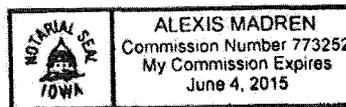
COUNTY OF Linn

Acknowledged before me this 14th day of September 2012, by Jim Balvanz, as Chief
Financial Officer of Boomerang Wireless, LLC, who is personally known to me.



Notary Public

Commission expires June 4, 2015



EXHIBITS

- Exhibit A - Service Area**
- Exhibit B - Articles of Incorporation and Arizona Certificate of Good Standing**
- Exhibit C - Compliance Plan**
- Exhibit D - Terms of Service**
- Exhibit E - Informational Tariff**
- Exhibit F - Handsets**
- Exhibit G - Officers**
- Exhibit H - Sample Advertising**

EXHIBIT

"A"

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85001	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85002	Phoenix	AZ	0	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85003	Phoenix	AZ	2.07494	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85004	Phoenix	AZ	1.9965	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85005	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85006	Phoenix	AZ	4.01838	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85007	Phoenix	AZ	4.60395	Phoenix_AZ	PHXPHX602	PHOEN/X, AZ 602	
85008	Phoenix	AZ	9.91414	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85009	Phoenix	AZ	13.9013	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85010	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX; AZ 602	
85011	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85012	Phoenix	AZ	1.99505	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85013	Phoenix	AZ	4.0535	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85014	Phoenix	AZ	4.02791	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85015	Phoenix	AZ	4.94558	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85016	Phoenix	AZ	10.4776	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85017	Phoenix	AZ	5.04674	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85018	Phoenix	AZ	9.59692	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85019	Phoenix	AZ	3.96029	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85020	Phoenix	AZ	9.35703	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85021	Phoenix	AZ	7.13698	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85022	Phoenix	AZ	9.06293	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85023	Phoenix	AZ	7.4793	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85024	Phoenix	AZ	11.5686	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85025	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85026	Phoenix	AZ	0	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85027	Phoenix	AZ	11.4219	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85028	Phoenix	AZ	9.60476	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85029	Phoenix	AZ	9.35807	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85030	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85031	Phoenix	AZ	4.01592	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85032	Phoenix	AZ	12.4285	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85033	Phoenix	AZ	5.92385	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85034	Phoenix	AZ	11.8977	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85035	Phoenix	AZ	4.97714	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85036	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85037	Phoenix	AZ	8.64391	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85001	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85002	Phoenix	AZ	0	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85003	Phoenix	AZ	2.07494	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85004	Phoenix	AZ	1.9965	Phoenix AZ	PHXPHX602	PHOENIX, AZ 602	
85005	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85006	Phoenix	AZ	4.01838	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85007	Phoenix	AZ	4.60395	Phoenix_AZ	PHXPHX602	PHOEN/X, AZ 602	
85008	Phoenix	AZ	9.91414	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85009	Phoenix	AZ	13.9013	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85010	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX; AZ 602	
85011	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85012	Phoenix	AZ	1.99505	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85038	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85040	Phoenix	AZ	9.99458	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85041	Phoenix	AZ	15.4243	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85042	Phoenix	AZ	10.5169	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85043	Phoenix	AZ	23.7131	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85044	Phoenix	AZ	8.71034	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85045	Phoenix	AZ	3.85774	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85046	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85048	Phoenix	AZ	34,5798	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85050	Phoenix	AZ	15.8076	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85051	Phoenix	AZ	6.33599	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85053	Phoenix	AZ	5.18821	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85054	Phoenix	AZ	14.173	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85055	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85060	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85061	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85062	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85063	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85064	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85065	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85066	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85067	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85068	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85069	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85070	Phoenix	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85071	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85072	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85074	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85075	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85076	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85078	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85079	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85080	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85082	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85083	Phoenix	AZ	6.8431	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85085	Phoenix	AZ	57.1198	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85086	Phoenix	AZ	54.0346	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85087	New River	AZ	126.053	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85096	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85097	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85098	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85099	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85117	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85118	Apache Junction	AZ	142.266	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85119	Apache Junction	AZ	34.7793	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85120	Apache Junction	AZ	17.0202	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85121	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	Gila River Telecomm, Inc.
85122	Casa Grande	AZ	61.4908	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85123	Arizona City	AZ	12.9875	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85127	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85128	Coolidge	AZ	104.652	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	Gila River Telecomm, Inc.
85130	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85131	Eloy	AZ	535.511	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85132	Florence	AZ	862/3986	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85138	Maricopa	AZ	131.738	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85139	Maricopa	AZ	512.934	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85140	Queen Creek	AZ	119.964	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85141	Eloy	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85142	Queen Creek	AZ	77.586	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85143	Queen Creek	AZ	40.5711	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85145	Red Rock	AZ	15.0549	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85172	Stanfield	AZ	44.5521	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85178	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85190	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85191	Coolidge	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85193	Casa Grande	AZ	536.32	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85194	Casa Grande	AZ	69.7628	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85201	Mesa	AZ	9.80727	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85202	Mesa	AZ	6.8779	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85203	Mesa	AZ	10.6681	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85204	Mesa	AZ	10.2247	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85205	Mesa	AZ	10.0761	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85206	Mesa	AZ	9.71268	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85207	Mesa	AZ	29.1654	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85208	Mesa	AZ	8.54462	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85209	Mesa	AZ	11.9738	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85210	Mesa	AZ	6.47999	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85211	Mesa	AZ	9	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85212	Mesa	AZ	29.8124	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85213	Mesa	AZ	9.23432	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85214	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85215	Mesa	AZ	38.8069	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85216	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85217	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85218	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85219	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85220	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85221	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85222	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	Tohono O'odham Utility, Authority
85223	Eloy	AZ	0	Phoenix_AZ	PHXPHX602	CASA GRANDE, AZ 520	
85224	Chandler	AZ	9.07872	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85225	Chandler	AZ	12.5914	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85226	Chandler	AZ	46.0218	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	Gila River Telecomm, Inc.
85227	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85228	Coolidge	AZ	0	Phoenix_AZ	PHXPHX602	CASA GRANDE, AZ 520	
85230	Casa Grande	AZ	0	Phoenix_AZ	PHXPHX602	CASA GRANDE, AZ 520	Tohono O'odham Utility, Authority
85231	Eloy	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85232	Florence	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85233	Gilbert	AZ	9.98962	Phoenix_AZ	PHXCGR520	PHOENIX, AZ 602	
85234	Gilbert	AZ	11.7162	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85236	Higley	AZ	0.729186	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85238	Maricopa	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85239	Maricopa	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85240	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85241	Eloy	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
42542	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
43243	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
44244	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
45245	Red Rock	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
46246	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
47247	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85248	Chandler	AZ	284.86	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	Gila River Telecomm, Inc
85249	Chandler	AZ	18.1299	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85250	Scottsdale	AZ	4.64279	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85251	Scottsdale	AZ	6.92509	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85252	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85253	Paradise Valley	AZ	17.6609	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85254	Scottsdale	AZ	13.4463	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85255	Scottsdale	AZ	89.5114	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85257	Scottsdale	AZ	6.77339	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85258	Scottsdale	AZ	8.47187	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85259	Scottsdale	AZ	13.61	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85260	Scottsdale	AZ	14.8962	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85261	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85263	Rio Verde	AZ	28.045	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85266	Scottsdale	AZ	16.9862	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85267	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85268	Fountain Hills	AZ	20.3811	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85269	Fountain Hills	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85271	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85272	Stanfield	AZ	0	Phoenix_AZ	PHXCGR520	PHOENIX, AZ 602	
85274	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85275	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85277	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85278	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85280	Tempe	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85281	Tempe	AZ	13.8455	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85282	Tempe	AZ	10.9108	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85283	Tempe	AZ	8.90916	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85284	Tempe	AZ	7.61837	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85285	Tempe	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85286	Chandler	AZ	17.4077	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85287	Tempe	AZ	0.352642	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85291	Coolidge	AZ	0	Phoenix_AZ	PHXCGR520	PHOENIX, AZ 602	
85293	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	PHOENIX, AZ 602	
85294	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	PHOENIX, AZ 602	
85295	Gilbert	AZ	11.9048	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85296	Gilbert	AZ	11.0238	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85297	Gilbert	AZ	10.9028	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85298	Gilbert	AZ	11.2439	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85299	Gilbert	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85301	Glendale	AZ	9.65106	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85302	Glendale	AZ	6.01625	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85303	Glendale	AZ	5.91928	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85304	Glendale	AZ	5.87691	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85305	Glendale	AZ	6.00311	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85306	Glendale	AZ	5.73753	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85307	Glendale	AZ	11.7391	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85308	Glendale	AZ	17.4192	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85309	Luke AFB	AZ	3.36535	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85310	Glendale	AZ	11.4666	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85311	Glendale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85312	Glendale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85318	Glendale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85322	Arlington	AZ	39.6094	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85323	Avondale	AZ	41.6072	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85326	Buckeye	AZ	2045.22	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85327	Cave Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85328	Cibola	AZ	125.653	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85329	Avondale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85331	Cave Creek	AZ	84.0175	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85333	Dateland	AZ	212.749	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85334	Cibola	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85335	El Mirage	AZ	11.1217	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85336	Somerton	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85337	Gila Bend	AZ	80.3473	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85338	Goodyear	AZ	73.4476	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85339	Laveen	AZ	244.683	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	Gila River Telecomm, Inc.
85340	Litchfield Park	AZ	26.6378	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85342	Morristown	AZ	127.549	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85343	Palo Verde	AZ	4.1647	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85345	Peoria	AZ	13.5593	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85346	Parker	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85349	Somerton	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85350	Somerton	AZ	102.176	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85351	Sun City	AZ	11.6365	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85352	Wellton	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85353	Tolleson	AZ	22.1758	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85354	Tonopah	AZ	336.296	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85355	Waddell	AZ	15.9137	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85358	Wickenburg	AZ	0	Phoenix_AZ	PHXWCB928	WICKENBURG, AZ 928	
85359	Parker	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85360	Lake Havasu City	AZ	0	LakeHavasuCity_AZ	NMXMLHC520	LAKE HAVASU CITY, NV 520	
85361	Wittmann	AZ	118.522	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85363	Youngtown	AZ	1.43119	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85364	Yuma	AZ	29.9585	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85365	Yuma	AZ	291.868	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85366	Yuma	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85367	Yuma	AZ	29.3254	Yuma_AZ	NMXYUM520	YUMA, AZ 520	
85369	Yuma	AZ	0	Phoenix_AZ	NMXYUM520	YUMA, AZ 520	
85372	Sun City	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85373	Sun City	AZ	98.6633	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85374	Surprise	AZ	16.4798	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85375	Sun City West	AZ	13.529	Phoenix_AZ	PHXPHX602	CASA GRANDE, AZ 520	

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85376	Sun City West	AZ	0	Phoenix_AZ	PHXPHX602	CASA GRANDE, AZ 520	
85377	Cave Creek	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85378	Surprise	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85379	Surprise	AZ	13.6592	Phoenix_AZ	PHXCGR520	PHOENIX, AZ 602	
85380	Peoria	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85381	Peoria	AZ	6.64854	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85382	Peoria	AZ	10.1887	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85383	Peoria	AZ	62.4044	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85385	Peoria	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85387	Surprise	AZ	63.5944	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520	
85388	Surprise	AZ	10.1251	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85392	Avondale	AZ	9.74699	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85395	Goodyear	AZ	16.6714	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85396	Buckeye	AZ	170.937	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85502	Globe	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85532	Miami	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85547	Payson	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85553	Payson	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	
85603	Bisbee	AZ	237.782	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85605	San Simon	AZ	0	SierraVista_AZ	NMXWLC520	WILLCOX, AZ 520	
85606	Cochise	AZ	232.973	SierraVista_AZ	NMXBNS520	BENSON, AZ 520	
85608	Douglas	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85609	Cochise	AZ	0	SierraVista_AZ	NMXBNS520	BENSON, AZ 520	
85613	Fort Huachuca	AZ	51.4268	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85614	Green Valley	AZ	148.294	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85616	Huachuca City	AZ	133.465	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85617	MC Neal	AZ	208.328	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85618	Mammoth	AZ	11.3304	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85619	Mount Lemmon	AZ	192.177	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85620	Bisbee	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85622	Green Valley	AZ	21.2053	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85623	Oracle	AZ	124.521	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85626	Douglas	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85627	Benson	AZ	0	SierraVista_AZ	NMXBNS520	BENSON, AZ 529	
85628	Nogales	AZ	0	Phoenix_AZ	PHXNOG520	NOGALES, AZ 520	
85629	Sahuarita	AZ	110.557	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85630	Saint David	AZ	292.344	SierraVista_AZ	PHXNOG520	BENSON, AZ 520	
85631	San Manuel	AZ	719.245	Phoenix_AZ	PHXNOG520	TUCSON, AZ 520	
85632	San Simon	AZ	1099.22	SierraVista_AZ	NMXWLC520	WILLCOX, AZ 520	
85635	Sierra Vista	AZ	150.896	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85636	Sierra Vista	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85640	Tumacacori	AZ	58.5526	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85641	Vail	AZ	569.519	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85644	Willcox	AZ	0	SierraVista_AZ	NMXWLC520	WILLCOX, AZ 520	
85645	Amado	AZ	191.767	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85646	Tumacacori	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85648	Rio Rico	AZ	170.448	Phoenix_AZ	PHXNOG520	NOGALES, AZ 520	
85650	Sierra Vista	AZ	76.6289	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85652	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85653	Marana	AZ	435.311	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85654	Marana	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85655	Douglas	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85658	Marana	AZ	180.888	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85662	Nogales	AZ	0	Phoenix_AZ	PHXNOG520	NOGALES, AZ 520	
85670	Sierra Vista	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520	
85701	Tucson	AZ	1.4247	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85702	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85703	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85704	Tucson	AZ	18.3345	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85705	Tucson	AZ	14.0511	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85706	Tucson	AZ	14.0135	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85707	Tucson	AZ	18.2149	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85708	Tucson	AZ	1.18028	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85709	Tucson	AZ	0.341624	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85710	Tucson	AZ	12.036	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85711	Tucson	AZ	8.73792	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85712	Tucson	AZ	6.61126	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85713	Tucson	AZ	22.7347	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85714	Tucson	AZ	5.47115	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85715	Tucson	AZ	6.9416	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85716	Tucson	AZ	7.09084	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85717	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85718	Tucson	AZ	23.5496	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85719	Tucson	AZ	7.94436	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85721	Tucson	AZ	0.188679	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85722	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85723	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85724	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85725	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85726	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85728	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85730	Tucson	AZ	13.2883	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85731	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85732	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85733	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85734	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85735	Tucson	AZ	210.737	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85737	Tucson	AZ	15.1045	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85738	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85739	Tucson	AZ	33.2014	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85740	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85741	Tucson	AZ	9.25427	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85742	Tucson	AZ	34.5261	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85743	Tucson	AZ	107.092	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85744	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85745	Tucson	AZ	46.1707	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85746	Tucson	AZ	129.938	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85747	Tucson	AZ	58.6938	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85748	Tucson	AZ	23.7209	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85749	Tucson	AZ	34.0966	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85750	Tucson	AZ	17.5701	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85751	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85752	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85754	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85755	Tucson	AZ	34.9906	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85756	Tucson	AZ	71.1229	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
85757	Tucson	AZ	20.864	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520	
85942	Holbrook	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86002	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86003	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86004	Flagstaff	AZ	892.408	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86011	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86015	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86017	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86018	Williams	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86023	Williams	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86025	Holbrook	AZ	779.453	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86028	Holbrook	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86029	Holbrook	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86032	Winslow	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86301	Prescott	AZ	39.342	Flag,staff_AZ	NMXPRES520	FLAGSTAFF, AZ 520	
86302	Prescott	AZ	0	Flagstaff_AZ	NMXPRES520	FLAGSTAFF, AZ 520	
86304	Prescott	AZ	0	Flagstaff_AZ	NMXPRES520	FLAGSTAFF, AZ 520	
86312	Prescott Valley	AZ	0	Flagstaff_AZ	NMXPRES520	FLAGSTAFF, AZ 520	
86313	Prescott	AZ	0	Flagstaff_AZ	NMXPRES520	FLAGSTAFF, AZ 520	
86314	Prescott Valley	AZ	23.6316	Flagstaff_AZ	NMXPRES520	FLAGSTAFF, AZ 520	
86315	Prescott Valley	AZ	55.0675	Flagstaff_AZ	NMXPRES520	FLAGSTAFF, AZ 520	
86320	Ash Fork	AZ	358.19	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	
86322	Camp Verde	AZ	91.6136	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86325	Cornville	AZ	64.525	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86326	Cottonwood	AZ	191.425	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86327	Dewey	AZ	148.549	FLAGSTAFF_AZ	NMXPRES520	PRESCOTT, AZ 520	
86329	Dewey	AZ	0	FLAGSTAFF_AZ	NMXPRES520	PRESCOTT, AZ 520	
86330	Prescott	AZ	0	FLAGSTAFF_AZ	NMXPRES520	PRESCOTT, AZ 520	
86331	Clarkdale	AZ	0	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86333	Mayer	AZ	643.011	FLAGSTAFF_AZ	NMXPRES520	PRESCOTT, AZ 520	
86335	Rimrock	AZ	35.8757	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86339	Sedona	AZ	0	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86340	Sedona	AZ	0	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86341	Sedona	AZ	0	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86342	Rimrock	AZ	0	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86351	Sedona	AZ	39.4157	FLAGSTAFF_AZ	NMXSED520	SEDONA, AZ 520	
86402	Kingman	AZ	0	LakeHavasuCity-AZ	NMXKGM520	KINGMAN, AZ 520	
86403	Lake Havasu City	AZ	15.8855	LakeHavasuCity-AZ	NMXLHC520	LAKE HAVASU CITY, NV 520	
86404	Lake Havasu City	AZ	381.352	LakeHavasuCity-AZ	NMXLHC520	LAKE HAVASU CITY, NV 520	
86405	Lake Havasu City	AZ	0	LakeHavasuCity-AZ	NMXLHC520	LAKE HAVASU CITY, NV 520	
86409	Kingman	AZ	85.1426	LakeHavasuCity-AZ	NMXKGM520	KINGMAN, AZ 520	
86412	Kingman	AZ	0	LakeHavasuCity-AZ	NMXKGM520	KINGMAN, AZ 520	
86413	Golden Valley	AZ	624.493	LakeHavasuCity-AZ	NMXKGM520	KINGMAN, AZ 520	
86426	Fort Mohave	AZ	32.1641	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	Fort Mojave Telecomm,

Zip Code	City	State	Area	Market Name	CSA_Leaf	CSA_Desc.	Partial Tribal Lands Covered
							Inc.
86427	Fort Mohave	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	Fort Mojave Telecomm, Inc.
86429	Bullhead City	AZ	37.4888	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	
86430	Bullhead City	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	
86431	Kingman	AZ	0	LakeHavasuCity-AZ	NMXKGM520	KINGMAN, AZ 520	
86436	Topock	AZ	70.4495	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	
86438	Bullhead City	AZ	0	LakeHavasuCity-AZ	NEVBUL520	LAKE HAVASU CITY, NV 520	
86439	Bullhead City	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	
86440	Mohave Valley	AZ	95.6924	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	Fort Mojave Telecomm, Inc.
86446	Bullhead City	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520	
86506	Ganado	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	Table Top Tel Company, Inc.
86512	Chambers	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520	Table Top Tel Company, Inc.
86555	Douglas	AZ	0	SierraVista_AZ	NMXBNS520	BENSON, AZ 520	

EXHIBIT

"B"

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****BOOMERANG WIRELESS, LLC*****

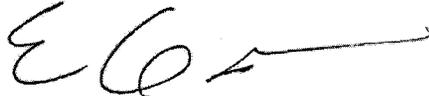
a foreign limited liability company organized under the laws of the jurisdiction of Iowa did obtain a Certificate of Registration in Arizona on the 18th day of May 2012.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 9th Day of August, 2012, A. D.




Executive Director

By: _____ 797438

IOWA

No. W00558689
Date: 02/08/2008

SECRETARY OF STATE

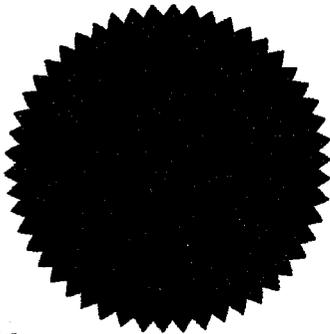
490DLC-000357573
BOOMERANG WIRELESS, LLC

ACKNOWLEDGEMENT OF DOCUMENT FILED

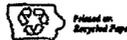
The Secretary of State acknowledges receipt of the following document:
Articles of Organization

The document was filed on February 7, 2008, at 05:29 PM, to be effective as of February 7, 2008, at 05:29 PM.

The amount of \$50.00 was received in full payment of the filing fee.



Michael A. Mauro
MICHAEL A. MAURO SECRETARY OF STATE



357573

523490 ART030 \$60.00 DMC 2 2808

ARTICLES OF ORGANIZATION
OF
BOOMERANG WIRELESS, LLC

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Section 301 of the Iowa Limited Liability Company Act, the undersigned adopts the following Articles of Organization:

ARTICLE I

NAME

The name of the limited liability company is BOOMERANG WIRELESS, LLC (the "Company").

ARTICLE II

INITIAL REGISTERED AGENT AND REGISTERED OFFICE

The street address of the Company's initial registered office is 115 Third Street SE, Suite 1200, Cedar Rapids, IA 52401-1266, and the name of its initial registered agent at that office is David J. Zylstra.

ARTICLE III

PRINCIPAL OFFICE

The street address of the Company's principal office is 7424 Hampshire Drive NE, Cedar Rapids, IA 52402.

ARTICLE IV

MANAGEMENT

The business and affairs of the Company shall be governed by its Managers in the manner described in the Company's Operating Agreement. No Manager's, Member's, officer's or other person's action will bind the Company except as authorized pursuant to the Company's Operating Agreement.

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1003

RECEIVED TIME FEB. 7. 5:29PM

ARTICLE V

PERIOD OF DURATION

The Company's existence will commence upon the acceptance of these Articles of Organization for filing with the Secretary of State of Iowa in accordance with the Iowa Limited Liability Company Act and will have a perpetual duration, unless dissolved sooner in accordance with the Iowa Limited Liability Company Act.

ARTICLE VI

NON-LIABILITY AND INDEMNIFICATION

A. A Manager or Member of this Company shall not be personally liable to the Company or its Members for any action taken, or failure to take any action as a Manager or as a Member with which management is vested, except for liability for: (i) the amount of a financial benefit received by a Manager or Member to which the Manager or Member is not entitled; (ii) an intentional infliction of harm on the Company; (iii) a violation of Section 807 of the Iowa Limited Liability Company Act (or any similar provision of any subsequent law enacted in Iowa); or (iv) an intentional violation of criminal law.

B. The Company may, pursuant to the Operating Agreement or by unanimous vote of the disinterested Members, indemnify and advance expenses to each individual who is or was a Manager or Member of the Company (and the heirs, executors, personal representatives or administrators of such individual) who was or is made a party to, or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person is or was a Manager or Member of the Company or is or was serving at the request of the Company as a Manager, director, officer, partner, trustee, employee or agent of another limited liability company, corporation, partnership, joint venture, trust, employee benefit plan or other enterprise.

C. The rights and authority conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Articles of Organization or Operating Agreement of the Company, agreement, vote of Members, or otherwise.

D. Any repeal or amendment of this Article by the Members of the Company shall not adversely affect any right or protection of a Member or officer existing at the time of such repeal or amendment.

ARTICLE VII

EFFECTIVE DATE

These Articles of Organization shall be effective on the date of filing.

DATED this 7th day of February, 2008.

DH
Dennis Henderson, Organizer

FILED
IOWA
SECRETARY OF STATE
2-7-08
5:29 PM
W558889



EXHIBIT

"C"

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP

WASHINGTON HARBOUR, SUITE 400

3050 K STREET, NW

WASHINGTON, D.C. 20007-5108

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MUMBAI, INDIA

DIRECT LINE: (202) 342-8544

EMAIL: jheitmann@kelleydrye.com

July 26, 2012

VIA ECFS

Marlene H. Dortch, Secretary
Federal Communications Commission
445 12th Street, S.W.
Washington, DC 20554

Re: Boomerang Wireless, LLC Revised Compliance Plan; WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

On March 1, 2012, Boomerang Wireless, LLC ("Boomerang") submitted its Compliance Plan outlining the measures it will take to implement the conditions imposed by the Commission in its *Lifeline Reform Order*.¹ On April 12, 2012, May 22, 2012, June 13, 2012 and June 29, 2012 Boomerang submitted revised Compliance Plans to provide additional details.

Boomerang has further revised its Compliance Plan (p. 18) at the request of FCC Staff to explain that Boomerang's customers may de-enroll from Lifeline supported service at any time by simply calling Boomerang's toll-free customer service line. Boomerang does not require submission of a written request by facsimile or otherwise. In addition, Boomerang is no longer offering a 68 minute Lifeline plan and its Compliance Plan and Lifeline application form have been revised accordingly.

Boomerang hereby re-submits its complete Compliance Plan with the above revisions. Based on the minor nature of these changes, Boomerang reiterates its request for expeditious approval of its Compliance Plan.

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

KELLEY DRYE & WARREN LLP

Marlene H. Dortch, Secretary
July 26, 2012
Page Two

This letter and revised Compliance Plan is being filed electronically for inclusion in the public record of the above-referenced proceedings. Please contact the undersigned with any questions.

Respectfully submitted,



John J. Heitmann
Joshua T. Guyan

Counsel to Boomerang Wireless, LLC

cc: Kim Scardino
Divya Shenoy
Garnet Hanly

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

In the Matter of)	
)	
Telecommunications Carriers Eligible To Receive Universal Service Support)	WC Docket No. 09-197
)	
Lifeline and Link Up Reform and Modernization)	WC Docket No. 11-42
)	

BOOMERANG WIRELESS, LLC REVISED COMPLIANCE PLAN

Boomerang Wireless, LLC d/b/a Ready Mobile ("Boomerang" or the "Company") is a prepaid wireless telecommunications carrier seeking designation as an eligible telecommunications carrier ("ETC") for the limited purpose of offering service supported by the Lifeline program.¹ Boomerang seeks to avail itself of the Federal Communications Commission's ("Commission") grant of forbearance from the "own-facilities" requirement contained in Section 214(e)(1)(A),² subject to certain conditions set forth in the Commission's Order released February 6, 2012.³ Specifically, the Commission provided that a carrier seeking to become a Lifeline-only ETC must comply with certain 911 requirements and file a compliance plan "providing specific information regarding the carrier's

¹ Boomerang currently has pending a petition for designation as a Lifeline-only ETC in certain states. See Amended Petition of Boomerang Wireless, LLC for Designation as an Eligible Telecommunications Carrier in Alabama, Connecticut, Delaware, the District of Columbia, New Hampshire, New York, North Carolina, Tennessee and Virginia, WC Docket No. 09-197 (filed June 6, 2012) ("Petition"). Boomerang seeks authorization to provide Lifeline-only service to residents of Tribal lands as well. Boomerang respectfully requests to incorporate the commitments made herein into the pending Petition.

² 47 U.S.C. § 214(e)(1)(A).

³ *In the Matter of Lifeline and Link Up Reform and Modernization, Lifeline and Link Up, Federal-State Joint Board on Universal Service, Advancing Broadband Availability Through Digital Literacy Training*, WC Docket No. 11-42, WC Docket No. 03-109, CC Docket No. 96-45, WC Docket No. 12-23, Report and Order and Further Notice of Proposed Rulemaking, FCC 12-11 (rel. Feb. 6, 2012) ("Lifeline Reform Order").

service offerings and outlining the measures the carrier will take to implement the obligations contained in [the] Order.”⁴

Boomerang submits this Revised Compliance Plan (“Compliance Plan”) to detail the policies, procedures and training programs it has developed to guard against waste, fraud and abuse in the Lifeline program. This Revised Compliance Plan is intended to replace Boomerang’s previously filed compliance plan. Boomerang has continued to refine its planned policies and procedures for enrolling eligible Lifeline customers and providing Lifeline services in accordance with the Commission’s Lifeline rules, has formed partnerships and has formulated and adopted internal policies, procedures and training materials in line with the Commission’s Lifeline reform. This Compliance Plan discusses in more detail Boomerang’s plans for qualifying and enrolling eligible customers, includes more specifics about how Boomerang will review eligibility documentation and guard against households receiving duplicate subsidies, and the process for service activation in compliance with the Commission’s new rules.

In this Compliance Plan, Boomerang will describe in more detail the mechanisms and partnerships it already has in place to prevent duplicate benefits to the same household. Above and beyond meeting the Commission’s requirements for guarding against duplicates, Boomerang will go a step further in its outreach by targeting currently unserved/underserved populations. A substantial market segment has not yet been reached by current ETCs. As a result, millions of eligible citizens need Lifeline-supported services but are not currently served by the program. Boomerang has partnerships and established marketing outreach experience and future plans to target this underserved population. This effort, together with Boomerang’s procedures to prevent duplicate subsidies, will serve the important public policy goals of the program to extend critical services to Americans with the greatest needs.

Boomerang’s business model, ethos and objectives support the Lifeline program and its goals. Boomerang’s commitments to comply with the Commission’s Lifeline rules serve the program

⁴ Lifeline Reform Order ¶ 368.

and allow the Company to invest its capital in consumers who meet program eligibility requirements now, but who require reliable, innovative, high quality services for the long haul. Boomerang is continuously refining and improving its practices and procedures for satisfying all of the Commission's Lifeline requirements in order to build a successful Lifeline business that serves customers with the greatest needs.

Background

Boomerang is one of three wholly owned subsidiaries of HH Ventures LLC, an Iowa company.⁵ The other two subsidiaries are enMarket, LLC ("enMarket") and Ready Wireless, LLC ("Ready Wireless"). HH Ventures LLC ("HH Ventures") is a profitable, cash flow positive wireless telecommunications holding company, which employs forty full-time employees. The company's core management team includes six senior executives with more than 100 years of combined telecom experience.

Boomerang seeks ETC designation in order to provide handsets and domestic and international voice services to low-income customers. Boomerang also intends to provide Lifeline-only service to residents of Tribal lands. Boomerang has direct, network carrier contracts with Sprint and Verizon, and is also negotiating a contract with a national GSM provider. The multi-carrier wireless network platform provides robust wireless service coverage across the entire ETC footprint. Boomerang has direct, in-depth experience with building voice, data and broadband products directly with carriers.

HH Ventures formed enMarket in January 2012 to focus on event marketing and distribution for ETCs. Full time employees create neighborhood events to build awareness of the Lifeline program and to distribute phone services to eligible consumers. Event staff is trained on the program compliance requirements, as detailed more fully below, and creates a positive community experience. The company also diligently implements measures to prevent waste, fraud and abuse.

⁵ See Exhibit A for HH Holdings structure, ownership and brands.

In addition, the company has a national partnership to participate in Medicaid managed care organization community events in order to reach a population with significant needs for access to services. This unique partnership with organizations who serve Medicaid recipients is designed to reach in person transient consumers and those who otherwise do not have access to the online, telephone, or paper application process unless supported by another person at an in-person event. Again, as detailed below, employees who engage with potential subscribers at these events receive detailed and extensive training in the Commission's Lifeline eligibility, documentation and other requirements, and how to communicate these requirements clearly to potential subscribers.

Ready Wireless offers an MVNE wholesale platform for ETCs and other non-ETC white label partners as well as for the companies' own retail brands Ready Mobile, Ready Broadband and Trumpet. The platform integrates technical, infrastructure and business operations in a scalable, reliable environment. MVNO customers can select the features and capabilities that meet their business needs. Key features include:

- multiple underlying facilities-based wireless carrier networks (Sprint, Verizon, GSM);
- an integrated operating system, which includes provisioning, inventory management, interactive voice response ("IVR") systems, billing, reporting;
- device certifications, procurement, warehousing, logistics;
- program management and marketing;
- additional features to enhance user experience, such as free 411 and competitively priced international long distance; and
- access to thousands of reload locations, ensuring that ETC end user customers will be able to purchase additional services to complement their subsidized services.

Boomerang has direct control over the databases, systems and processes controlling the customer records, usage records, and reporting. This provides us direct ability to implement current Lifeline guidelines as well as evolve to meet future program policy requirements.

Ready Mobile is a national brand distributed in over 30,000 retail locations.⁶ The expertise developed to meet the rigorous operational demands of publicly traded, chain accounts (*i.e.* Walgreens, CVS, Meijers) is foundational to delivering superior services to ETC and other white label partners. Boomerang offers two wireless services under the Ready Mobile brand: ReadyMobilePCS and ReadyBroadband. ReadyMobilePCS offers data access to consumers across the country via smart phone technology using recycled, web-enabled phones with broadband data plans. Under the brand ReadyBroadband, the company also provides data access through devices such as laptops, notebooks, tower computers, and a wide array of other equipment. Both smart phones and access devices are provided with national broadband coverage and distributed through national retail chains as well as sold on the e-commerce site (www.readymobile.com).

Boomerang has direct, network carrier contracts with Sprint and Verizon and is negotiating a contract with a national GSM provider as well. The multi-carrier wireless network platform provides robust wireless service coverage across the entire ETC footprint. HH Ventures and its subsidiaries have direct, in-depth experience with building voice, data and broadband products directly with carriers.

Boomerang is experienced in providing broadband data access to consumers across the country. Boomerang is poised to play a part in achieving the Commission's goal of expanding broadband access to low-income consumers. Boomerang understands that low income consumers are not early technology adopters. Accessibility and ease of use of Boomerang's products, services and systems allows low-income consumers to take advantage of the power of wireless technology so that we can close the digital divide. Adding data to phone plans is a growing trend in the low-income base of customers, but as the Commission recognizes, lags behind the national norm.

⁶ The history of the Ready Mobile brand goes back to Ready Mobile LLC. Ready Mobile LLC was formed in 2005 and was focused on retail distribution of prepaid wireless products under the Ready Mobile brand name. In May 2007, Titan Global Holdings purchased certain assets from Ready Mobile LLC that included the Ready Mobile branding. Titan operated several other telecommunications ventures. HH Ventures participated in a transaction by which it purchased certain Titan assets, including the Ready Mobile brand on January 17, 2008. None of the Titan owners are part of the HH Ventures ownership.

Boomerang will have data availability turned on in each handset distributed to Lifeline customers that could become the subscriber's daily access to the Internet if they should choose to add data services to their phone.

Because the Company already has in place nationwide distribution channels and activation processes, it is ready to offer broadband access services to low-income consumers. The Company has competitive billing plans for smart phones and other devices, including the ability to bundle data services on smart phones along with voice and text services. Because of the Company's established multi-channel, multi-partner approach, it has the ability to reach eligible consumers throughout the country. In addition, Boomerang will advertise the availability and prices of its services through a variety of mediums, including online advertising, direct marketing campaigns, print advertising, event-based distribution, seminars, lectures, pamphlet distribution, and meetings with government agencies.

Compliance Plan

This Compliance Plan describes the specific measures that Boomerang intends to implement to achieve the objectives of the Commission's Lifeline rules and policies.

I. Policy

Boomerang will comply with all certification and verification requirements for Lifeline eligibility set forth in the Lifeline Reform Order; the Commission's Lifeline rules and policies; the requirements, rules and policies governing the provision of Lifeline service to eligible subscribers residing on reservations or Tribal lands; the provisions of this Compliance Plan; and all laws and regulations governing Boomerang's provision of Lifeline-supported prepaid wireless services to customers throughout the United States.

II. Unrestricted Access to Basic and E911 Services and Certification of Such Access

In the Lifeline Reform Order, the Commission stated that forbearance from the "own-facilities" requirement is conditioned on a carrier seeking limited ETC designation "providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes [and] providing its Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of Lifeline-eligible subscribers who obtain Lifeline-supported services" starting on the effective date of the order.⁷ Moreover, wireless resellers have an independent obligation to provide access to basic and E911 service, to the extent that the underlying facilities-based licensee has deployed the facilities necessary to deliver E911 information to the appropriate Public Safety Answering Point.⁸ Resellers also have an independent obligation to ensure that all handsets or other devices offered to their customers for voice communication are location capable.⁹

The Commission and consumers are hereby assured that all Boomerang Lifeline customers will have available access to emergency calling services at the time that Lifeline service is initiated and that such 911 and E911 access will be available from Boomerang handsets regardless of the activation status and availability of minutes. Further, Boomerang will ensure that all handsets used in connection with the Company's Lifeline service offering are E911-compliant. In the event that an existing Boomerang customer does not have an E911-compliant handset, the Company will replace it with a new 911/E911 compliant handset at no charge to the customer. Any new customer who qualifies for and enrolls in the Lifeline program is assured of receiving a 911/E911 compliant handset as well.

⁷ Lifeline Reform Order ¶ 373.

⁸ See 47 C.F.R. § 20.18(m).

⁹ See *id.*

III. Certification and Verification of Lifeline Customers' Eligibility

Boomerang proposes the following Compliance Plan to implement the certification and verification conditions outlined in the Lifeline Reform Order. Boomerang intends to keep these measures in effect until the Commission implements its planned national eligibility database.

A. Policy

Boomerang will comply with all certification and verification requirements for Lifeline eligibility established by states where it is designated as an ETC. In states where there are no state-imposed requirements, no established rules or procedures in place, or in states that do not mandate Lifeline support, Boomerang will obtain certification of eligibility at the outset and will verify consumers' Lifeline eligibility in accordance with the Commission's requirements. Boomerang shares the Commission's concerns about the potential abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent Boomerang's customers from engaging in such abuse of the program, inadvertently or intentionally.

B. Certification Procedures

Boomerang will implement certification procedures that enable consumers to demonstrate their eligibility for Lifeline assistance to Boomerang employees or agents by contacting the Company in person or via telephone, facsimile or the Internet. Although the specific process for each means of contact differs slightly, as detailed below, regardless of the means of contact, at the point of sale, consumers will be provided with printed information describing Boomerang's Lifeline program, including eligibility requirements, and with instructions for enrolling. Consumers will be enrolled in person or directed, via company literature, collateral or advertising, to a toll-free number and to the Company's website, which will contain a link to information regarding the Company's Lifeline service plans, including a detailed description of the program and state-specific eligibility criteria. Boomerang's application form will identify that it is a "Lifeline" application. Except in states in which applicants are enrolled through a designated state agency, Boomerang will have direct contact with

all customers applying for Lifeline service, either in person through its employees, agents or representatives, or via the telephone (including facsimile) or mail.

Specifically, at events, Boomerang or enMarket personnel will explain the eligibility requirements for the program, including participation in a qualifying program or earning income below 135% of the Federal Poverty Guidelines and will verify the individual's eligibility. The Boomerang or enMarket employees will also explain the program limitation of one Lifeline service per household. In order to ensure potential customers are fully informed about the Lifeline program and the eligibility process, Boomerang will provide a sufficient number of employees at each event so that, while some individuals are handling the application and eligibility process with applicants, other individuals are available to discuss the requirements with potential customers, answer questions, identify appropriate documents and otherwise assist a customer in preparing for the application/eligibility step. enMarket employees will begin educating potential subscribers as they wait in line at events and explain the application process to prepare them. Employees are instructed that the company has zero tolerance for waste, fraud or abuse, and that they should notify a team lead immediately if they suspect that anyone might be providing false information or attempting to obtain a duplicate Lifeline benefit for themselves or within the same household. At events, when a potential subscriber reaches the front of the line, representatives will again confirm that no member of the individual's household currently receives a Lifeline benefit from another carrier. The representative will mention the name of major ETCs to assist applicants in determining whether they already receive a Lifeline benefit. The representative will reiterate that Lifeline is a government benefit, and that providing false information could subject the applicant to consequences including penalty under perjury. After an applicant has completed the enrollment form, a representative will check the CGM database to determine whether anyone at the same residential address currently receives a Lifeline benefit. If so, the applicant will be asked whether the applicant is a member of a separate household residing at the same address and to complete the form created by USAC to certify that he or she resides in a separate household.

At events, upon completion of the application, representatives will photograph the documentation provided by the customer to prove identity and/or address and program- or income-based eligibility. After this information is reviewed and possibly subject to a compliance audit, described in more detail herein, Boomerang will maintain a record of the type of documentation reviewed to determine eligibility, but will not keep the documentation itself. Finally, representatives will review with the customer instructions in the welcome packet for activating the service or, if the customer explicitly requests, will activate the handset at that time. Boomerang will not seek Lifeline reimbursement until the customer has activated the handset.

Boomerang will also be promoting sign up through online outreach. Boomerang will use search engine optimization and targeted ad placement to reach eligible low-income consumers. To apply for a Boomerang Lifeline service online, a customer will fill out an application, provide the necessary information that all prospective Lifeline customers must provide, and be taken through forms and screens that clearly explain all relevant legal eligibility requirements. If the customer is seeking to qualify for Lifeline service based on their participation in a particular program (or income level), the prospective customer may be able to either upload the forms from scanned documents or print off a Document Submission worksheet and submit the documents to Boomerang where a sales representative will input the prospective customer's information into an eligibility database (if available for the relevant state). However, in most cases, the prospective consumer will fill out the relevant eligibility forms on the computer, and then send copies of the records needed by Boomerang to verify the customer's eligibility to participate in Lifeline.

With the CGM database, all applications will be processed against the only national database compiled with over 2 million current ETC Lifeline subscribers. This real time review will identify two types of duplicate applications: individual duplicate (*i.e.* same SSN, Name, DOB, etc) or duplicate residential addresses. If the entire record is a duplicate, the applicant will receive a message that the application has been rejected. If the residential address is a duplicate, the applicant will receive instructions regarding the definition of household and the opportunity to complete a verification that

the applicant is a member of a unique household at that address that does not currently receive a Lifeline benefit.

For all application processes, Boomerang has an in-house Compliance Officer and compliance metrics to further protect against waste fraud and abuse. This includes real time review of application submissions during events and random sampling of online and paper submissions. Boomerang's internal team will provide another layer of review (*i.e.*, handwriting, submission locations, timing) to identify abuse and carry out disciplinary action.

Once the prospective customer is successfully verified by Boomerang, Boomerang will enroll the customer in the service plan selected by the customer, and then mail the selected handset to the customer. Along with the handset comes a welcome packet with instructions for activating the service. Boomerang will not seek Lifeline reimbursement until the customer has activated the handset by following the instructions detailed herein or by making an outgoing call.

For potential subscribers who avail themselves of the toll-free number to apply for service, the IVR script will emphasize the "one Lifeline benefit per household" restriction through its interaction with the activating customer as well as review the 60 day non-usage rule and Annual Recertification requirements. If a customer wants more information, they will be passed to a live call center operator. Boomerang's sales training materials for call centers will include a discussion of the one benefit per household restriction and the need to ensure that the customer is informed of this restriction.

Boomerang will provide Lifeline-specific training to all personnel, whether employees, agents or representatives, who interact with actual or prospective consumers with respect to obtaining, changing or terminating Lifeline services. The training provides an explanation of the creation and purpose of the Lifeline program, the source of funds to provide access to qualified low-income consumers, program- and income-based eligibility determinations, and a detailed explanation of the one-benefit-per-household limitation. The training emphasizes the importance of clearly explaining the eligibility criteria and limitations to applicants as well as the potential consequences for providing

false information on the application. Trainees learn what documentation is acceptable to verify program- or income-based eligibility and that they must be able to communicate this information clearly to applicants. Trainees are instructed to report to a supervisor if for any reason at all they feel that an individual is trying to abuse the program or falsify eligibility. Trainees must ask an applicant directly if they already have a Lifeline service, and more specifically, mention the names of major Lifeline service providers in the geographic area, such as Safelink, Assurance, or Stand Up Wireless. Trainees are given instruction in checking the available duplicates database to confirm whether anyone else at that residential address is receiving a Lifeline benefit, and if so, to ask the applicant if multiple households reside at the same address. Trainees are also given instruction about when to provide the additional household verification form on which the applicant will certify that his or her household is a separate economic unit and does not already receive a Lifeline benefit. Trainees are instructed on activation procedures and restrictions, including that an account may only be activated by the subscriber or upon the subscriber's express authorization to do so.

Boomerang personnel will take steps to ensure that applicants are eligible to participate in the Lifeline program. All personnel who interact with current or prospective customers will be trained to assist Lifeline applicants in determining whether they are eligible to participate based on state-specific income-based or program-based criteria. These personnel will be trained to answer questions about Lifeline eligibility, and will review required documentation to determine whether it satisfies state-specific eligibility requirements using state-specific checklists. Acceptable documentation of program eligibility includes: (1) the current or prior year's statement of benefits from a qualifying state, federal or Tribal program; (2) a notice letter of participation in a qualifying state, federal or Tribal program; (3) program participation documents (*e.g.*, the consumer's Supplemental Nutrition Assistance Program (SNAP) electronic benefit transfer card or Medicaid participation card (or copy thereof)); or (4) another official document evidencing the consumer's participation in a qualifying state, federal or Tribal program.

Acceptable documentation of income eligibility includes the prior year's state, federal, or Tribal tax return; current income statement from an employer or paycheck stub; a Social Security statement of benefits; a Veterans Administration statement of benefits; a retirement/pension statement of benefits; an Unemployment/Workmen's Compensation statement of benefits; federal or Tribal notice letter of participation in General Assistance; or a divorce decree, child support award, or other official document containing income information for at least three months' time. Boomerang will establish policies and procedures to review such documentation and keep accurate records detailing how the consumer demonstrated his or her eligibility, including collecting information on the enrollment form about what documentation the applicant presented to demonstrate program-based or income-based eligibility. Where Boomerang personnel conclude that proffered documentation is insufficient to establish such eligibility, Boomerang will deny the associated application and inform the applicant of the reason for such rejection. In the event that Boomerang personnel cannot ascertain whether documentation of a specific type is sufficient to establish an applicant's eligibility, the matter will be escalated to supervisory personnel at Boomerang's corporate headquarters.

Consumers who do not complete the application process in person must return the signed application and supporting documentation to the Company by mail, fax, email or other electronic transmission. The Company will accept electronic signatures that meet the requirements of the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001-7006, and any applicable state laws, and may verify consumers' signatures via IVR systems. Processing of consumers' applications, including review of all application forms and relevant documentation, will be performed under the Company's supervision by managers experienced in the administration of the *Lifeline program*.

The enrollment form will include a place where the applicant must certify by his or her signature under penalty of perjury that the applicant meets the relevant criteria and that the

applicant's representations are true and correct.¹⁰ Applicants will also be required to initial a number of disclosure statements intended to ensure that the applicant understands applicable eligibility requirements—including a statement to the effect that to the best of his or her knowledge, the applicant is not receiving Lifeline-supported service from any other Lifeline provider. Penalties for perjury will be clearly stated on the certification form. The certification will also contain language stating that a violation of the one-per-household requirement constitutes a violation of the Commission's rules and will result in the consumer's de-enrollment from the program, and could result in criminal prosecution by the United States government. Although the exact wording of the disclosure statements described above may vary on a state-by-state basis, depending on state-specific requirements or consultations with relevant state agencies, Boomerang plans for the disclosures to be consistent with the following statements:

___The information contained within this application is true and correct. I acknowledge that providing false or fraudulent documentation in order to receive assistance is punishable by law.

___I understand that Lifeline is only available for one benefit per household, whether landline or wireless. To the best of my knowledge, no one in my household is receiving Lifeline service. I will only receive Lifeline from Boomerang and no other landline or wireless telephone company.

___I am not currently receiving a Lifeline telephone service from any other landline or wireless telephone company.

___I will not transfer my service to any other individual, including another eligible low-income consumer.

___I understand that I may be required to verify my continued eligibility for Boomerang's Lifeline service at any time and that failure to do so will result in termination of Lifeline benefits.

___I will notify Boomerang immediately if I no longer qualify for Lifeline or if I have a question as to whether I would still qualify.

In accordance with the Lifeline Reform Order, Boomerang will not retain copies of eligibility documentation, but rather will maintain accurate records detailing how the customer demonstrated his or her eligibility. Boomerang will check the eligibility of consumers seeking to enroll in Lifeline

¹⁰ A copy of Boomerang's proposed enrollment and certification form is attached at Exhibit B.

either by accessing electronic eligibility databases, where available, or by reviewing documentation from the consumer demonstrating his or her eligibility for Lifeline service. Where the Company is able to access a state or federal database to make determinations about customer eligibility, the Company or its representative will note in its records what specific data was relied upon to confirm the consumer's initial eligibility for Lifeline. In instances where a state agency or third-party administrator is responsible for the initial determination of consumer eligibility, Boomerang will rely on the state identification or database.

Boomerang personnel will assist applicants in determining whether they are ineligible to participate in the Lifeline program because a member of the applicant's household already is benefiting from a Lifeline discount. Boomerang will establish safeguards to prevent individual subscribers and households from receiving more than one benefit. Boomerang personnel will explain in prominent, plain, easily comprehensible language to all new and potential subscribers that no consumer is permitted to receive more than one Lifeline subsidy. Boomerang will emphasize the one-per-household restriction in its contacts with potential customers. Boomerang personnel also will inform each Lifeline applicant that he or she may be receiving Lifeline support under another name, and facilitate the applicant's understanding of what constitutes "Lifeline-supported service," and ability to determine whether he or she is already benefiting from Lifeline support by identifying the leading wireline and wireless Lifeline offerings in the relevant market by brand name.

Boomerang's Lifeline application forms will require each applicant to provide his or her name and primary residential address and a billing address for the service if the consumer's billing address differs from his or her residential address. The application form will clearly state that Lifeline participants must provide their new address to the Company within 30 days of moving. Boomerang will incorporate this information into its customer information database.

Prior to initiating service for a customer, the Company will check the address of each Lifeline applicant against the CGM compiled database to determine whether or not it is associated with a customer that already receives Boomerang Lifeline service, and will then review the application to

ascertain whether the applicant is attempting to receive Lifeline-supported service for more than one service associated with the address. Boomerang Wireless has aligned with CGM, LLC of Roswell, Georgia, a Lifeline service bureau, to participate in the only national effort to match ETC applications against current ETC participants. This recognized compliance software provider is working across the industry to help minimize duplicate service to eligible households. CGM's growing database currently includes more than two million of the 15 million current ETC subscribers. As of this writing, it is, to Boomerang's knowledge, the largest pooled national database.

Boomerang has contracted with CGM to check each name/address combination against its aggregate duplicate database to confirm that the applicant is not already receiving a Lifeline subsidy from Boomerang or any other CGM client. The database dip is done simultaneously with customer sign-up through an API connection between Boomerang's provisioning platform and CGM. This check ensures that each applicant is not receiving a duplicate subsidy, as well as identifying those customers who share an address with current Boomerang customers and, therefore, may warrant further review. If Boomerang determines that an individual at the applicant's residential address is currently receiving Lifeline-supported service, the Company will take an additional step to ensure that the applicant and the current subscriber are part of different households. In order to make this demonstration, Boomerang will require applicants to complete and submit to the Company a written document developed by USAC consistent with the Commission's directions in the Lifeline Reform Order.¹¹ Boomerang will deny the Lifeline application of any such individual residing at the same address as a current Lifeline subscriber who is part of the same household and will advise the applicant of the basis for the denial.

Prior to requesting a subsidy, Boomerang, in conjunction with CGM, will process and validate its subsidy data to prevent duplicate same-month Lifeline subsidies. Any household that is already receiving a Lifeline subsidy will automatically be prevented from receiving a second Lifeline subsidy in that same month. Boomerang will immediately de-enroll any subscriber whom Boomerang knows

¹¹ See Lifeline Reform Order ¶ 84.

is receiving Lifeline-supported service from another ETC or knows is no longer eligible. Additionally, each month, CGM will process and validate the Company's subsidy data to prevent: (1) duplicate same-month Lifeline subsidies (Double Dip): any name/address that is already receiving a Lifeline subsidy from the Company will be automatically prevented from receiving a second Lifeline subsidy in that same month; and (2) inactive lines receiving subsidy. CGM's audits also compare all subsidy requests to Boomerang's underlying carrier invoice to ensure that subsidies are requested only for active lines. This process ensures that Boomerang does not request multiple subsidies from the Universal Service Fund.

In addition, prior to requesting a subsidy, Boomerang will ensure that the customer has activated the service in accordance with the Commission's requirements. Boomerang will provide phone activation instructions in a welcome package provided with the handset and, at events, will review these instructions with the customer. The activation process will allow the end user to proactively establish service and have an opportunity to receive additional training on the device and services available.

C. Procedures for Verification of Ongoing Consumer Eligibility

As required by the Commission's Lifeline Reform Order, Boomerang will require every customer enrolled in the Lifeline program to verify on an annual basis that he or she receives Lifeline-supported service only from Boomerang and, to the best of his or her knowledge, no one else in the subscriber's household is receiving a Lifeline-supported service. Boomerang will submit all required information to the relevant Tribal governments, as applicable, including its aggregated re-certification data and annual re-certification results for subscribers residing on reservations or Tribal lands. This re-certification may be done on a rolling basis throughout the year. Where ongoing eligibility cannot be determined through access to a qualifying database either by the Company or the state, and there is no state administrator verifying the continued eligibility of Lifeline subscribers, the Company will recertify the continued eligibility of all of its subscribers by contacting them— either in person, in writing, by phone, by text message, by email, or otherwise

through the Internet—to confirm their continued eligibility. Such certifications may be obtained through a written format, an IVR system, or a text message, in accordance with the Lifeline Reform Order.¹² In states where a state agency or a third party has implemented a database that carriers may query to recertify the consumer's continued eligibility, the Company (or state agency or third party, where applicable) will instead query the database and maintain a record of what specific data was used to re-certify eligibility and the date of recertification.

Boomerang will notify each of its Lifeline consumers by mail that he or she must confirm his or her continued eligibility in accordance with the applicable requirements. The notice will explain the actions the customer must take to retain Lifeline benefits, when Lifeline benefits may be terminated, and how to contact Boomerang. Boomerang will provide written notice of impending service termination to subscribers who do not respond to the annual re-certification within 30 days. Any subscriber who does not respond to the impending termination letter within 30 days to demonstrate that his or her Lifeline service should not be terminated will be de-enrolled from the Company's Lifeline program.

De-Enrollment for Ineligibility. If Boomerang has a reasonable basis to believe that one of its Lifeline subscribers no longer meets the eligibility criteria, Boomerang will notify the subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and give the subscriber 30 days to demonstrate continued eligibility.¹³ A demonstration of eligibility must comply with the annual verification procedures found in new rule section 54.410(f), including the submission of a completed and signed certification form. If a customer contacts the Company and states that he or she is not eligible for Lifeline or wishes to de-enroll for any reason, the Company will de-enroll the customer within five business days. Customers can make this request by calling the Company's customer service number and will not be required to submit any documents.

¹² See Lifeline Reform Order ¶¶ 130, 132.

¹³ See Lifeline Reform Order, ¶ 143; 47 C.F.R. § 54.405(e)(1).

IV. Additional Measures to Prevent Waste, Fraud and Abuse

A. Usage Requirement

Boomerang will implement policies and procedures to ensure that it does not obtain Lifeline support for an inactive subscriber who has failed to use his or her service in the first instance or has discontinued using the service.

Boomerang will not seek universal service support for a qualifying low-income consumer until that individual subscriber uses the supported service to either activate the service or complete an outgoing call. Boomerang will provide phone activation instructions in its event and online or paper product packages. The activation process will allow the end user to proactively activate service and have an opportunity to receive additional training on the device and services available. Specifically, to activate service, customers will be instructed to call the Boomerang IVR, press "2" to activate the phone, and enter a PIN included in the Welcome Instructions the subscriber receives with the phone after the eligibility and enrollment process has been completed as described above. At that point, the IVR will notify the consumer that the Lifeline account is active. The IVR will inform the customer that the customer must use the service in order to keep the account active and provide options through a menu for obtaining additional information about the phone or the service and direct the customer to the Company's website for additional information. At in-person events, Boomerang will assist an individual with account activation upon being expressly authorized by the subscriber to activate the service.

To comply with the Commission's continued usage requirements, Boomerang will implement a non-usage policy whereby it will de-enroll Lifeline customers that have not used the Company's Lifeline service for 60 days. The customer will be given a 30 day cure period before they would be de-enrolled from the Lifeline service. Boomerang will notify its subscribers at service initiation about the non-transferability of the phone service, its usage requirements, and the de-enrollment and deactivation that will result following non-usage in any 60-day period of time. If no usage appears on a Boomerang Lifeline customer's account during any continuous 60-day period, Boomerang will

deactivate Lifeline services for that customer after the 30 day notification & cure period. An account will be considered active if during any 60-day period the authorized subscriber does at least one of the following: makes a monthly payment; purchases minutes from Boomerang to add to an existing pre-paid Lifeline account; completes an outbound call; answers an incoming call from anyone other than Boomerang, its representative, or agent; or affirmatively responds to a direct contact from Boomerang confirming that he or she wants to continue receiving the Lifeline-supported service.

Boomerang will take measures to continue to communicate with the customer to ensure the customer understands the rules and requirements of the benefits. Boomerang has direct control over customer databases and communication tools including: SMS messaging, outbound calling, IVR messaging and direct mail communications. For example, if a customer has 45 days of non-usage, Boomerang can text them to remind them about the non-usage rules.

B. Consumer Education with Respect to Duplicates

As required by the Lifeline Reform Order, Boomerang will establish safeguards to prohibit more than one supported service for each household. In addition to its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Boomerang will implement measures and procedures to prevent duplicate Lifeline benefits being awarded to the same household, including use and development of an appropriate database.

Specifically, Boomerang personnel will emphasize the one-per-household restriction in their direct sales contacts with potential customers. At the point of sale, potential customers will be provided with printed information describing Boomerang's Lifeline program, including eligibility requirements, and instructions for enrolling. As part of these printed materials, Boomerang will also reinforce the one-Lifeline-benefit-per-household limitation. Materials from USAC, that have been or will be developed pursuant to the Lifeline Reform Order, may also be provided at the point of sale as dictated by a customer's responses. Boomerang will likewise reinforce and explain the one-per-household restriction in its marketing materials. The Company will emphasize in plain, easily

comprehensible language that: (1) Lifeline is a federal benefit; (2) Lifeline service is available for only one benefit or subscription per household; (3) a household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses; and (4) a household is not permitted to receive Lifeline benefits from multiple providers. Boomerang will also include in its marketing materials (see Exhibit C) substantially the following language in clear, easily understood language: the offering is a Lifeline-supported service; that Lifeline is a government assistance program; that only eligible consumers may enroll in the program; that documentation is necessary for enrollment; and the program is limited to one benefit per household, consisting of either wireline or wireless service. Finally, Boomerang will disclose the company name under which it does business and the details of its Lifeline service offerings.

C. Internal Audit and Compliance Training for Boomerang Customer Service

In addition to detailed and thorough employee training, Boomerang will impose disciplinary actions on employees who fail to abide by the requirements for determining eligibility for the Lifeline benefit. Beyond the instructions for field and event training, Boomerang will provide its customer service personnel with internal audit and compliance training. For incoming paper applications, Boomerang will have a 100% compliance checklist to check applications for fraud and duplication. The employee must check whether all fields on the certification and enrollment form are complete, whether all necessary eligibility documents are attached, whether the eligibility documents align with the information on the form, whether the handwriting is unique, whether all attestations are initialed, and whether the form is signed.

For in-person and event outreach, in addition to the onsite eligibility determinations, a Boomerang compliance officer will randomly check a representative sample of 3% to 10% of applications as an additional check for errors or omissions or any sign of fraud. If the compliance officer detects potential fraud or abuse in the application process, the affected applications will be denied.

V. Lifeline Offering

Boomerang's marketing efforts will be focused on finding and serving eligible consumers using distribution models designed to reach the target population on a broad geographic basis. Creating a trusted brand and service through community outreach is a primary methodology for educating and soliciting customers. Boomerang will enroll Lifeline customers through several different marketing channels. Boomerang's current business model and plans for providing Lifeline service are based on reaching about 85% of its subscribers in person, through event marketing targeting currently underserved populations. Boomerang anticipates that, while most of its outreach will succeed via direct contact with consumers, potential subscribers will also be able to avail themselves of a toll-free number (inbound telemarketing) or website to obtain enrollment information. Boomerang also has plans to offer its services through retail stores and agents who understand the underserved consumers in communities Boomerang would service as an ETC. National retail chains have expressed interest in partnering with Boomerang to support the Lifeline service and outreach to underserved eligible populations. Boomerang has partnered with retailers to use parking lots as locations for event-based outreach.

enMarket, Boomerang's sister event marketing and distribution company, will use demographic segmentation information to identify locations of populations with great need. The neighborhood marketing program will reach Tier 3 and Tier 4 and smaller communities where the population has not seen an influx of Lifeline service providers. enMarket will organize positive and informative neighborhood events to create a local presence.

The Company has a long history with retail distribution. If Boomerang is granted ETC designation, it is prepared to work with several national companies to explore unique, focused Lifeline program marketing.

Boomerang will offer its Lifeline service in the states where it is designated as an ETC and throughout the coverage area of its underlying carriers. Boomerang has direct underlying agreements with Sprint and Verizon today. Negotiations are underway for the addition of a national

GSM provider. The company will use these network relationships to ensure a good product experience for ETC consumers.

The Company's Lifeline offering will provide eligible customers with the following two Lifeline plans: (1) 125 units that rollover where 1 minute equals 1 unit and 1 text equals 1 unit, and (2) 250 units without rollover where 1 minute equals 1 unit and 1 text equals 1 unit. Customers will have the capability of purchasing additional bundles of minutes in the following denominations:

Denomination	\$5.00	\$10.00	\$10.00	\$15.00	\$15.00	\$30.00	\$30.00	\$50.00	\$7.00	\$20.00	\$30.00
Days of Use	10	3	7	7	10	14	30	30	10	30	30
Minutes									100	500	1,000
Peak Minutes		Unlmt	30	Unlmt	60	Unlmt	140	Unlmt			
N/W Minutes		Unlmt	Unlmt	Unlmt	Unlmt	Unlmt	Unlmt	Unlmt			
Texts		Unlmt	.10/text	Unlmt	.10/text	Unlmt	.10/text	Unlmt	200	1,000	1,200
Units (Min+Text)	50										

In addition to free voice services, Boomerang's Lifeline plans will include a free handset and the following features: caller ID, call waiting and voicemail. Boomerang will turn on the data capability for all of our handsets. This will allow customers to add a data plan to their phone service.

As a provider of Lifeline services to residents of Tribal lands, Boomerang will pass through the full Tribal support amount to qualifying residents of Tribal lands, and under no circumstances will it collect from the Universal Service Fund more than the rate charged to Tribal subscribers.

VI. Demonstration of Financial and Technical Ability to Provide Lifeline Services

Revised Commission Rule 54.202 requires carriers seeking designation as a Lifeline-only ETC to demonstrate their technical and financial capacity to provide the supported service. Among the factors that the Commission will consider are whether the applicant previously offered services to non-Lifeline consumers, how long the applicant 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 action or ETC revocation proceedings in any state.

Boomerang's parent company, HH Ventures, is a privately held cash-flow-positive wireless telecommunications holding company. HH Ventures has been providing prepaid wireless telecommunications services to non-Lifeline subscribers since 2008. Its core management team includes six senior executives with significant telecommunications experience, and the company employs 40 full time employees.

Boomerang currently provides prepaid wireless services to more than 350,000 subscribers, including more than 50,000 retail customers. The company currently provides a complete wholesale, MVNE platform to several ETCs and other white label partners.

Boomerang does not intend to rely exclusively on USF disbursements to operate, as it receives revenue from providing other services. For the 2011 calendar year, Boomerang and its sister company received no direct USF reimbursement for Lifeline support; 17% of revenue was generated from wireless resale services provided to ETCs,¹⁴ 52% of revenue was generated from wireless retail services, and 31% of revenue was generated from other non-regulated telecom services. Boomerang has not been subject to enforcement actions or ETC revocation proceedings in any state.

Boomerang certifies that it will comply with all of the requirements of newly amended Commission Rule 54.202. Pursuant to Commission Rule 54.202(a)(1)(i) Boomerang certifies that it will comply with the service requirements applicable to the support it receives. Further, Section 54.202 requires that an ETC 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."

¹⁴ In 2011, Boomerang only entered into wholesale MVNE arrangements with designated ETCs. This year, Boomerang has entered into arrangements with other, non-ETC, white label partners.

Boomerang will remain functional in emergencies. Back-up systems are in place to ensure full functionality in the event of a loss of power or network functionality. And, Boomerang's switching facilities are housed in a carrier-class data center with fully redundant power and HVAC, a controlled temperature and humidity environment, fire-threat detection and suppression, year-round critical monitoring and secure access with biometric security. The facility features redundant generators and redundant fiber optic connectivity. The data center is a reinforced concrete building located in a secure area and collocated with the area electrical utility headquarters. It is powered from separate paths independent of any one electrical generation plant. All systems within the facility are implemented on redundant servers, each with redundant data network and power.

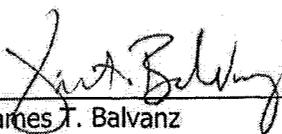
Direct carrier access with Sprint and Verizon networks provides additional tools to escalate network or hardware issues encountered on a local or regional basis. Contractual arrangements include direct escalation processes for tiered support depending on outage severity and number of customers affected.

Section 54.202 also requires ETC applicants to demonstrate that they will satisfy applicable consumer protection and service quality standards. Boomerang hereby commits to comply with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service.

Conclusion

Boomerang's Compliance Plan meets the conditions set forth in the Lifeline Reform Order and promotes public safety by ensuring that Lifeline customers have access to 911 and E911 service. Boomerang requests that the Commission expeditiously approve the Company's Compliance Plan and grant its pending ETC Petition so that Boomerang may begin providing the benefits of Lifeline service to qualifying low-income consumers.

Respectfully submitted,



James T. Balvanz
Chief Financial Officer
Boomerang Wireless, LLC
(319) 743-4606
jbavanz@readywireless.com

July 26, 2012

Exhibit A

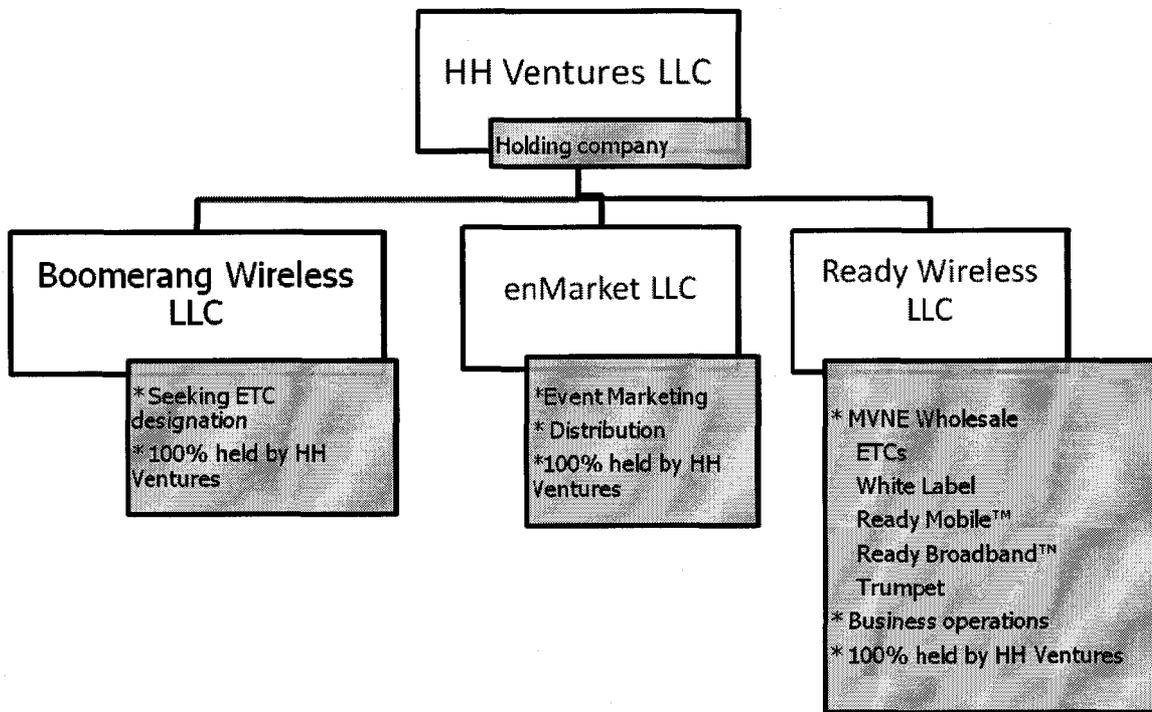


Exhibit B



955 Kacena Road, Suite A
 Hiawatha, IA 52233
www.boomerang-wireless.com

Lifeline Program

Office Use Only
 PLACE PHONE ID
 STICKER HERE

Lifeline Self-Certification Form

- To enroll in the Lifeline America program you need to complete this form.
- The information is only used to certify with the Federal Communications Commission (FCC) that you are participating in the program with us.

Lifeline Service Disclosure

Lifeline is a government assistance program and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program. Only one lifeline benefit is available per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. Violation of the one per household limitation constitutes a violation of the Federal Communications Commission's rules and will result in your de-enrollment from the program, and lifeline is a non-transferable benefit and you may not transfer this benefit to any other person, regardless if they qualify for Lifeline.

STEP 1: Applicant Information

USE BLACK OR BLUE INK ONLY

Full Name:	Phone:
Residential Address: Circle one: Permanent Address Temporary Address <input type="checkbox"/> (No PO Box. Residence of Tribal lands must provide descriptive address.)	Email:
City:	New/ Conv?
State:	New Phone:
Zipcode:	ESN:
Billing Address: (if different) (if different)	Last 4 SSN or Tribal ID number:
City/ State/ Zipcode:	Your birthdate:

____ (init) I acknowledge and consent to Boomerang Wireless divulging my name, telephone number and address to the Universal Service Administrative Company (the administrator of the program) and/or its agents for the purpose of verifying that the subscriber does not receive more than one Lifeline benefit. In the event that USAC identifies me as receiving more than one Lifeline subsidy per household, I acknowledge and understand that all carriers may be notified so that I may select one service and be de-enrolled from the other.

*Applicants living on Tribal lands who lack a social security number may instead provide an official Tribal government identification card number.

STEP 2: Certifications. I participate in the following public assistance programs (check one):

<input type="checkbox"/> Supplemental Nutrition Assistance Program (SNAP)	<input type="checkbox"/> National School Lunch Program (NSL)
<input type="checkbox"/> Supplemental Security Income (SSI)	<input type="checkbox"/> Medicaid
<input type="checkbox"/> Low-Income Home Energy Assistance program (LIHEAP)	<input type="checkbox"/> Food Distribution Program on Indian Reservations
<input type="checkbox"/> Section 8 Federal Public Housing Assistance	<input type="checkbox"/> Tribally administered TANF
<input type="checkbox"/> Temporary Assistance for Needy Families (TANF)	<input type="checkbox"/> Bureau of Indian Affairs General Assistance
<input type="checkbox"/>	<input type="checkbox"/> Tribally administered Head Start (meeting the income qualifications of Head Start.)

My household income is at or below 135% of federal guidelines. I provided documentation confirming my household income level.			
Number of people in your household: _____ (add \$5,346 per additional person above 6 to determine income guidelines)			
# Persons in Household	Income	# Persons in Household	Income
1	\$15,080	4	\$31,118
2	\$20,426	5	\$36,464
3	\$25,772	6	\$41,810

____ (init) I am seeking Tribal lands Lifeline support and certify that I reside on Federally-recognized Tribal lands.

If you do not participate in one of these programs, and someone in your household does:

Relationship to Participant: _____
 Documents Reviewed for Certification: _____
 Name of Person Participating _____

- I certify that person demonstrating program participation is a member of my household.
- I certify that the person name on the participation documentation is not already receiving a Lifeline discount.



STEP 3: Choose Your Plan: Choose one of the following plans. This plan will be reloaded to your phone monthly as long as you are eligible & certified.

FEATURE/ DESCRIPTION	125 FREE MONTHLY MINUTES	250 FREE MONTHLY MINUTES
• Local Calls	Y	Y
• National Long Distance	Y	
• Voicemail	Y	Y
• Nationwide Text	Y- 1 text=1 minute	Y- 1 text=1 minute
• Free 411	Y	Y
• Carry Over Minutes Month to Month	Y	N

Step 4: Signature (read, initial & sign):

_____ (init) I meet the income-based or program-based eligibility criteria for receiving Lifeline service and have provided documentation of eligibility if required to do so.

_____ (init) I understand that Lifeline is a federal government benefit program and that willfully making false statements in order to obtain this benefit can be punished by fine or imprisonment or I may be barred from the program.

_____ (init) My household will receive no more than one Lifeline-supported service. Lifeline service is available for only one subscription per household. A household is defined, for purposes of the Lifeline program, as any individual or group of individuals who live together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers. I understand that violation of the one-per-household requirement constitutes a violation of the FCC's rules and will result in my de-enrollment from the program, and could result in criminal prosecution by the United States government.

_____ (init) I understand that I must notify Boomerang Wireless and provide my new address within 30 days of moving.

_____ (init) If I do not have a permanent address and have supplied instead a temporary address above, I understand that Boomerang Wireless will attempt to verify every 90 days that I continue to rely on that address, and that I must notify Boomerang Wireless within 30 days of my new address after moving. If I do not respond to Boomerang Wireless' address verification attempts within 30 days, I understand that I may be de-enrolled from Boomerang Wireless' Lifeline service.

_____ (init) I understand that I must notify Boomerang Wireless within 30 days if (1) I cease to participate in a federal or state qualifying program or my annual household income exceeds 135 percent of the federal poverty guidelines; (2) I receive more than one Lifeline-supported service; or (3) Another member of my household is receiving a Lifeline benefit or (4) I for any other reason no longer satisfy the criteria for receiving Lifeline support. I understand that I will be subject to penalties if I fail to follow this notification requirement, including being de-enrolled from the Lifeline program.

_____ (init) I understand and acknowledge that Lifeline service is a non-transferable benefit and that I may not transfer my service to any other individual, including another low-income consumer.

_____ (init) I acknowledge that I will be required to re-certify my eligibility for Lifeline benefits annually, and I may be required to re-certify my continued eligibility for Lifeline at any time, and that failure to do so will result in the termination of my Lifeline benefits.

_____ (init) I attest under penalty of perjury that the information herein is true and correct to the best of my knowledge.

Applicants Signature. _____

Date _____

Exhibit C

Eligibility Requirements

Lifeline is a federal benefit. You can receive a discount on your phone service. Documentation of your eligibility for this government assistance program is required.

1) You, or one of your dependents, participates in one of these programs:

Supplemental Nutrition Assistance Program (SNAP)	Temporary Assistance for Needy Families (TANF)
Supplemental Security Income (SSI)	National School Lunch Program (NSL)
Low-Income Heat & Energy Assistance (LIHEAP)	Medicaid
Homestead Act (Public Housing)	Food Distribution Program on Indian Reservations. Bureau of Indian Affairs general assistance. Tribally administered TANF or Head Start (meeting the income-qualifying standards of Head Start)

2) Limit 1 Lifeline benefit per household.

One Lifeline program (wireline or wireless) per household. Household is defined as an individual or group of individuals living together at the same address and share income and expenses. A household is not permitted to receive Lifeline benefits from multiple providers.

3) If I am not in qualifying program, I may participate if income qualified.

# Persons in Household	Income
1	\$15,080
2	\$20,426
3	\$25,772
4	\$31,118

4) Must have valid physical address.

Notify Boomerang Wireless of any change of address by calling 800-516-0414.

5) Cannot choose phone model or phone number

You are not able to choose the free handset, trade free handsets, or choose the phone number on the free handset.

6) Recertify annually that you remain eligible for the Lifeline benefits.

Lifeline is a government assistance program. Once you receive the Lifeline benefit, you must complete the annual recertification process. Learn more in your welcome package.

7) Must be truthful in application process.

WARNING: If you make false statements to gain benefits, you can be punished by fine or imprisonment or you can be barred from the Lifeline program.

8) Complete the application.

Be prepared to complete the application truthfully & accurately. You can print the application, submit online or attend one of our neighborhood events. You will need documentation for application process to include: Proof of identity (i.e. Drivers License); Program eligibility documentation: Current statement of benefits from qualifying program, notice letter of participation, program document (i.e. SSI card), Income eligibility documents (i.e. tax return, paycheck stub, VA benefit statements)

EXHIBIT

"D"

Terms Of Service

Boomerang Wireless Terms and Conditions for Communication Services

Effective as of May 15, 2012, until replaced.

Thank you for choosing Boomerang Wireless . These terms and conditions are part of your agreement with Boomerang Wireless for Mobile Services. **For the most current version of the terms and conditions, please visit our website at www.boomerang-wireless.com or call Customer Service at 1-800-516-0414.** The terms and conditions included with your Mobile phone may not be the most current version. If you activated Mobile Services before the effective date of these terms and conditions, these terms and conditions replace and supersede any previous terms and conditions. If you have questions about your Boomerang Wireless Services, call Boomerang Wireless **Customer Service at 1-800-516-0414** or visit our website at www.boomerang-wireless.com

Your agreement ("Agreement") with Boomerang Wireless and any of its affiliates doing business as Boomerang Wireless providing mobile phone services ("Services") to you is made up of these terms and conditions of service ("Terms"). We use the words "we," "us" or "our" to refer to Boomerang Wireless and its affiliates doing business as Boomerang Wireless in these Terms. When you activate Services or attempt to use our Services (including, without limitation, attempting to place a call) you accept the Agreement.

Provision of Service: Your free phone or purchased digital mobile phone or other equipment does not mean that we must provide Services to you. We may decide not to provide Services to you for any lawful reason. We may request that you provide us with any information we reasonably require to determine whether you qualify or are eligible under federal guidelines for Services. Services in some areas are managed and provided under contract with Boomerang Wireless by independent affiliates to our network provider. Some Services may not be available or may operate differently in certain affiliate markets.

Changes to Agreement: We may change this Agreement at any time. Any changes to the Terms are effective when we publish the revised Terms. If you use our Services or make any payment to us on or after the effective date of the changes, you accept the changes. If you do not accept the changes, you may terminate Services. For purposes of the Agreement, "use" includes keeping the right to access the Boomerang Wireless Coverage Area by not terminating Services. You may not modify the Agreement.

Use of Services and Equipment; Availability: Services and equipment may not be used for any unlawful, fraudulent or abusive purpose. Boomerang Wireless service is for personal use only. By requesting Services, you agree that you will not use Services and equipment in any unlawful, fraudulent or abusive manner. This service may not be used in a manner that interferes with other Boomerang Wireless customer's use of the service. Service levels of other customers may be impaired when users place abnormally high numbers of calls, send or receive very high numbers of messages, or repeatedly make calls of abnormally long duration compared with other Boomerang Wireless customers. Atypical usage of this type suggests that a mobile phone is being used for other than personal usage and in violation of the Boomerang Wireless Terms of

Service. Services are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between two individuals. Services are available within the operating range of the Boomerang Wireless Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Boomerang Wireless phone will not accept the services of any are strictly for live dialog between individuals. Services may not be used for monitoring services, data transmissions or other connections that do not consist of live dialog between two individuals. Services are available within the operating range of the Boomerang Wireless Coverage Area. Coverage and quality of Services may be affected by conditions within or beyond our control, including atmospheric, geographic, or topographic conditions. We do not guarantee that there will be no interruptions or delays in Services. Your Boomerang Wireless phone will not accept the services of any wireless provider other than Boomerang Wireless.

Phone Number: We assign telephone numbers and other personal identifiers in connection with the Services. Unless we provide you advance notice, you have no proprietary right to any such identifiers, and we reserve the right to change them upon notice to you. You do not have any property right to your phone number. It may be changed or reassigned. In the event that you become entitled to transfer a personal identifier to another party to obtain any Services we provide you, we reserve the right, prior to honoring the request for transfer, to charge a fee for the transfer and to collect any money owed by you for Services and Equipment.

Charges: You will receive free airtime as part of your Boomerang Wireless service. Airtime is used in one-minute increments and any fraction of a minute is rounded up and charged at the full minute rate; calls are measured from the time the network begins to process the call (before the phone rings or the call is answered) through the termination of the call. You may also choose to add Airtime through a Top Up card or other commerce channel. This airtime may be invalidated if not paid for by the retailer. Directory assistance calls are free to you, but you will be billed for normal airtime. For most forms of wireless Service, your usage will be charged from the time you first initiate contact between your phone or other wireless device and the network until the network connection is broken, whether or not you are successful in connecting with the service with which you seek to connect, even if the connection is later broken or dropped. Your account is not charged for voice calls that are not completed. You are charged for completed calls to your Number from the time shortly before the phone starts ringing until the call is terminated by either party.

Phones and Other Equipment: Phones and other equipment may be provided at no charge to you as part of the Boomerang Wireless offering. Phones and other equipment may also be purchased and returned as provided in the purchase documents. We are not the manufacturer of the phones or other equipment. The only warranties on the phones or other equipment are any limited warranties extended by the manufacturers. We have no liability in connection with the phones and other equipment or for the manufacturers' acts or omissions.

Lost or Stolen Equipment: If your phone or other equipment is lost or stolen, you must notify us by calling Boomerang Wireless Customer Service. You are responsible for all charges for

Services provided to the Number for the lost or stolen equipment. We will deactivate Services to the Number upon notification to us of any loss or theft. If the equipment is later found, we may require that you exchange it for another phone or other equipment before we reactivate Services (if we do reactivate Services), as well as require you to pay a reactivation fee. We will deactivate Services to any Number without prior notice to you if we suspect any unlawful or fraudulent use of the Number. You agree to cooperate reasonably with us in investigating suspected unlawful or fraudulent use.

Caller ID: Caller ID display on incoming calls to your Number depends on receiving the information from the calling party. Pay-Per-Call Service: Boomerang Wireless will not complete calls from your Number to 900, 976 and similar numbers for pay-per-call services.

Limitation of Liability: Except as otherwise provided in this section, our sole liability to you for any loss or damage arising out of providing or failing to provide Services (including mistakes, omissions, interruptions, delays, errors, or defects) does not exceed (1) in cases related to a specific piece of equipment, the prorated Services to the piece of equipment during the affected period, or (2) in cases not related to a specific piece of equipment, the prorated Services to you during the affected period.

Neither we nor our vendors, suppliers or licensors are liable for any damage arising out of or in connection with:

- any act or omission of any telecommunications service or other service provider other than us;
- any directory listing;
- any dropped calls or inability to place or receive calls;
- any interruption of Services, including interruptions caused by equipment or facilities failure or shortages, transmission limitations or system capacity limitations;
- traffic or other accidents, or any health-related claims allegedly arising from the use of Services, phones, equipment or accessories used in connection with the Services;
- any late or failed message delivery;
- any interruption or failure of 911 or E911 emergency services or identification of the Number, address or name associated with any person accessing or attempting to access emergency services from your phone;
- the installation or repair of any products or equipment by parties who are not our authorized employees or agents;
- events due to factors beyond our control, including acts of God (including, without limitation, weather-related phenomena, fire or earthquake), war, riot, strike, or orders of governmental authority;
- any act or omission of any third party or independent contractor that offers products or services in conjunction with or through the Services; or your negligent or intentional act or omission.

- **NO CONSEQUENTIAL OR OTHER DAMAGES:** UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH PROVIDING OR FAILING TO PROVIDE SERVICES, PHONES OR OTHER EQUIPMENT USED IN CONNECTION WITH THE SERVICES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES. THIS SECTION SURVIVES TERMINATION OF THIS AGREEMENT.

Indemnification: You indemnify and defend us, our partners, directors, officers, employees and agents from and against any claim, action, damage, liability and expense arising out of or in connection with: (1) your acts or omissions that occur in connection with your use of the Services or equipment used in connection with the Services, and (2) any communications you make or receive using the Services. This indemnification extends to and includes any attorney's fees and costs incurred by us arising from any actions or claims to which this indemnification applies, or from the contesting of the applicability of this provision. This section survives termination of this Agreement.

Arbitration: Any dispute arising out of the Agreement or relating to the Services and Equipment must be settled by arbitration administered by the American Arbitration Association in Des Moines, Iowa. Information regarding this procedure may be found at www.adr.org. Each party will bear the cost of preparing and prosecuting its case. We will reimburse you for any filing or hearing fees to the extent they exceed what your court costs would have been if your claim had been resolved in a state court having jurisdiction. The arbitrator has no power or authority to alter or modify the Agreement, including the foregoing Limitation of Liability section. All claims must be arbitrated individually, and there will be no consolidation or class treatment of any claims. This provision is subject to the Federal Arbitration Act.

Governing law: This Agreement is governed by and must be construed under federal law and the laws of the State of Iowa, without regard to choice of law principles. You agree to submit yourself to the personal jurisdiction of the courts in the State of Iowa.

Notices: You may get our current address for written notice by calling Boomerang Wireless Customer Service. Written notice is deemed delivered 3 days after deposit in the U.S. mail, postage prepaid, and properly addressed. Unless required by this Agreement or Applicable Laws, (1) you may notify us by calling Boomerang Wireless Customer Service, and (2) we may notify you by leaving a message for you on your Boomerang Wireless Phone, answering machine or with your answering service. Notice addresses may be changed by giving notice as provided in this section.

General: If either of us does not enforce any right or remedy available under this Agreement, that failure is not a waiver of the right or remedy for any other breach or failure by the other party. Our waiver of any requirement in any one instance is not a general waiver of that requirement and does not amend this Agreement. If any part of this Agreement is held invalid or unenforceable, that part is interpreted consistent with applicable laws as nearly as possible to

reflect the original intentions of the parties and the rest of this Agreement remains in full force and effect. You may not assign this Agreement to any other person or entity without our prior written approval. This Agreement (including any referenced documents and attachments) makes up the entire agreement between you and us and replaces all prior written or spoken agreements, representations, promises or understandings between you and us. The provisions of this Agreement that are contemplated to be enforceable after the termination of this Agreement survive termination of this Agreement.

Copyright and Trademark: Trademarks, product names, and company names and logos appearing on Boomerang Wireless are the property of their respective owners. Users must obtain permission from Boomerang Wireless before copying or using the owner's trademarks, product names and company names and logos.

SERVICE, Prepaid Services: Upon certification of eligibility, and continuing eligibility, you will receive free voice services. This positive account balance will be applied every 30 days on the anniversary of your service activation. You must maintain an ACTIVE ACCOUNT every 60 days: by having usage (inbound or outbound), by buying additional product, by responding affirmatively to our queries regarding your desire to continue to receive services. You may also elect to purchase additional services, including additional voice minutes, text plans, etc. When purchasing prepaid services, you are responsible for prepaying all charges for using the service. The balance in your prepaid account is reduced by the charges attributable to your use of the service. You must keep a positive balance in your prepaid account to continue using the service. Anyone who purchases or uses the service, with or without the purchaser's consent is considered a user and subject to the terms and conditions.

Service Limits and Coverage Maps: Service is available to your handset only when it is within the range of our system or of an operator with which we have an applicable agreement. Coverage maps you may have viewed are only estimates; actual service coverage and service quality may vary, and are not guaranteed under the terms and conditions.

Misuse of Service: You have certified your eligibility to receive free services under the federally funded Lifeline program. If your eligibility to participate in this program changes, you agree to immediately notify Boomerang Wireless at 800- 516-0414. You agree not to use the service or modify your handset in any fraudulent, unlawful, harassing, or abusive purpose, or in such a way as to create damage or risk to our business. Service is provided at our discretion and if terms and conditions are violated we can terminate your wireless service without any further notification or obligation to you. All rates and fees are subject to change without notice. Service provided is subject to our business policies, which can change without notice. Visit www.boomerang-wireless.com for current rates and information. For Customer Care, call 1-800-516-0414. To dispute charges you must notify us within 15 days of the date of the disputed call. Terms and conditions can be modified without notice; visit www.boomerang-wireless.com for current terms and conditions.

Exchange Policy; Disputes: Defective handsets or other defective equipment provided at no cost to you may be eligible for exchange. This policy does not apply to breakage caused by customer negligence or water damage. Note that the exchange policy, including the number of

days for exchange, may be changed without notice and the policy may not apply to certain products. To exchange a defective handset, please call Customer Service at 1-800-516-0414 to obtain a Return Authorization and shipping instructions. You must return the product at your expense, complete with all accessories that came with the handset, in the original box with all materials and package inserts within 30 days of receiving the handset. Upon Boomerang Wireless' receipt of the returned product, Boomerang Wireless will ship you the replacement handset. Any other disputes should be handled by Customer Service. If you do not dispute any charge on your account prior to its going inactive or within 30 days of the date of the receipt, whichever comes first, you give up your right to dispute.

No Warranties by Boomerang Wireless: BOOMERANG WIRELESS MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES ABOUT ITS SERVICES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BOOMERANG WIRELESS DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY OF ANY KIND ON ITS BEHALF AND USER MAY NOT RELY ON ANY STATEMENT OF WARRANTY.

Limitation of Liability: Neither Boomerang Wireless nor any of its affiliates, nor the directors, employees or other representatives of any of them are liable for damages arising out of or in connection with the use of the products or services. This is a comprehensive limitation of liability that applies to all damages of any kind, including compensatory, direct, indirect or consequential damages, loss of data, income or profit, loss of or damage to property and claims of third parties.

Termination of Access: Boomerang Wireless may terminate your access without notice, for any conduct that Boomerang Wireless, in its sole discretion, believes to be harmful to individual users, Boomerang Wireless or any of its affiliates, or any rights of Boomerang Wireless or any third party, or to violate applicable laws.

Change in User Agreement: Boomerang Wireless may modify this User Agreement at any time by posting the revised agreement on the website. Any revised User Agreement is effective upon the user accessing the website.

EXHIBIT

"E"

ARIZONA INFORMATIONAL TARIFF CONTAINING THE
GENERAL REGULATIONS AND SCHEDULE OF CHARGES
APPLYING TO COMMERCIAL MOBILE RADIO SERVICE
WITHIN THE STATE OF ARIZONA

This tariff is provided for information purposes only and contains the descriptions, regulations, and rates applicable to the furnishing of competitive Commercial Mobile Radio Services provided by Boomerang Wireless, LLC within the State of Arizona where the Company is designated as an eligible telecommunications carrier.

ISSUED: _____

EFFECTIVE: _____

ISSUED BY: James T. Balvanz, CFO
Boomerang Wireless, LLC
955 Kacena Road, Suite A
Hiawatha, Iowa 52233
Telephone: (319) 294-6080

CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of the respective page(s). Original and revised pages as named below contain all changes from the original tariff pages that are in effect as of the date on the bottom of this page.

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SYMBOLS

The following symbols shall be used in this Tariff for the purpose indicated below:

- (C) To signify changed text of regulation.
- (D) To signify decreased rate.
- (I) To signify increased rate.
- (M) to signify a move in location of text.
- (N) To signify new rate or regulation.
- (O) To signify omissions.
- (T) To signify a change in text but no change in rate or regulation.

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the Tariff. When a new page is added, the page appears as a decimal. For example, a new sheet added between Sheets 14 and 15 would be 14.1
- B. Page Revision Numbers - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third revised Sheet 14. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the Tariff page in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).I
 - 2.1.1.A.1.(a).I.(i)
 - 2.1.1.A.1.(a).I.(i).(1)
- D. Check Sheet - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remained the same, just revised revision levels on the same sheets). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current page on file with the Commission.

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulation and rates applicable to the furnishing of competitive Commercial Mobile Radio Services provided by Boomerang Wireless, LLC within the State of Arizona. This tariff is on file with the Arizona Corporation Commission. Copies may be inspected via the Company's website or during normal business hours at the Company's principle place of business at 955 Kacena Road, Suite A, Hiawatha, Iowa 52233.

A complete listing of the Terms and Conditions applicable to the furnishing of the Company's wireless service is available on the Company's website at www.boomerang-wireless.com.

ISSUED: _____

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Activation - Configuration of a wireless phone so that it is ready to be used to transmit and receive calls on the wireless network.

Airtime - Total time that a wireless phone is in connected and in use for talking. This includes use for calls both received and placed.

Authentication - A feature used to reduce fraud by confirming the identity of a phone to the wireless network.

Automatic Call Delivery - A service feature that allows a user to receive calls when roaming outside of the phone's home coverage area.

Call Waiting - A feature that allows a user to be notified of another incoming call while a call is already in progress, and gives the user the ability to answer the second call while the first call remains on hold.

Caller ID - A feature that displays a caller's telephone number and/or name before the call is answered.

Carrier - A company that provides telecommunications services.

Cellular - Type of wireless communication that is most familiar to mobile phones users. Called 'cellular' because the system uses many base stations to divide a service area into multiple 'cells'. Cellular calls are transferred from base station to base station as a user travels from cell to cell.

Commission - The Arizona Corporation Commission.

Company, Boomerang Wireless, LLC - Used throughout this tariff to mean Boomerang Wireless, LLC, an Iowa limited liability company.

Coverage Area - The geographic area served by a wireless system; Same as Service Area.

Data Services - Ringtones, graphics, Information Services and MMS.

Designated Service Area - The portion of the Company's Service Area in which it has been authorized to serve eligible Lifeline Subscribers as an ETC.

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SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS CONT'D

Economic Unit – As used herein means all adult individuals contributing to and sharing in the income and expenses of a household.

ETC – Eligible Telecommunications Carrier.

Handset - Any hand held device used to transmit and receive calls from a wireless system. Also known as a wireless phone, a cellular phone, a mobile phone, a pes phone and many other terms.

Information Services – Information services accessible over certain wireless handset, such services include news, weather and sports.

MMS (Multimedia Messaging Service) - Similar to SMS, but in addition to plain text, MMS messages may include multimedia elements such as pictures, video and audio. These multimedia elements are included in the message, not as attachments as with email.

No Service Indicator - A feature of wireless phones that tells the user that wireless service is unavailable in a particular location. Usually an LED on the handset.

Prepaid Cellular/Wireless - A service plan that allows Subscribers to pay in advance for wireless service.

Ringtone - A sound from your phone used to signal an incoming call or message. On most newer phones additional sounds can be downloaded from the wireless system or by data cable.

Roaming - Using your wireless phone in an area outside its home coverage area. There is usually an additional charge for roaming.

Service Area - The geographic area served by a wireless system; Same as Coverage Area.

Service Plan - A contract between a wireless carrier and a Subscriber that details the terms of the wireless service including rates for access and per minute usage.

SMS (Short Messaging System) - A feature of PCS phones that allows users to receive and sometimes transmit short text messages using their wireless phone.

Spectrum - The entire range electromagnetic frequencies.

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SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS CONT'D

Subscriber - A cellular phone user.

Toll-Free Calling Area - An area in which calls can be placed without incurring long distance charges.

USF - Federal Universal Service Fund.

Voice Mail - A system that answers calls and allows users to reply to, save, delete or forward messages.

WAP (Wireless Application Protocol) - A global protocol used in many newer wireless devices that allows the user to view and interact with data services. Generally used as a means to view Internet web pages using the limited transmission capacity and small display screens of portable wireless devices.

Wireless Carrier - A company that provides wireless telecommunications services.

SECTION 2. REGULATIONS**2.1 Terms and Conditions****2.1.1 General**

- A. The information following is not intended to represent all of the Terms and Conditions applicable to the provision and use of the Company's wireless service. A complete listing can be found on the Company's website located at www.boomerang-wireless.com.

2.1.2 Application of Informational Tariff

- A. This Informational Tariff contains the regulations, terms, conditions and charges applicable to the provision of basic Lifeline Service utilizing wireless service within the Designated Service Area.

2.1.3 Eligible Telecommunications Carrier Service Area

- A. The Designated Service Area consists of the geographical area in which the Company is authorized to serve universal service to eligible subscribers.
- B. The Company has no obligation to provide wireless services outside the Designated Service Area or outside the Company's service territory.

2.1.4 Subscriber Responsibility

- A. The Subscriber is responsible for payment of all charges for services furnished to the Subscriber.
- B. All ordinary expense of maintenance and repair in connection with equipment, facilities, and services provided by the Company is borne by the Company unless otherwise specified elsewhere. In case of damage to or destruction of any of the Company's instruments or accessories due to the negligence or willful act of the Subscriber and not due to ordinary wear and tear, the Subscriber will be held responsible for the cost of restoring the equipment to its original condition, or of replacing the equipment destroyed. The Company may suspend a Subscriber's service while Subscriber effectuates replacement or repair of equipment. In the case of a mobile handset, a Subscriber may pay an equipment replacement fee of \$30.00.
- C. The Subscriber is required to reimburse the Company for loss, through theft, of equipment or apparatus furnished by the Company.

SECTION 2 – REGULATIONS CONT'D**2.1.5 Maintenance and Repair**

- A. To the extent not encompassed herein, the subscriber is solely responsible for all maintenance and repair on Company provided equipment.

2.1.6 Equipment Arrangements

- A. As further described in Section 31.2, Boomerang will provide eligible Subscribers with an E911 compliant handheld phone. This equipment may be provided at no additional charge. Subscribers may also provide their own equipment, provided it is compatible with the Company's network and complies with the FCC's rules.
- B. Company provided equipment will be as follows dependent upon the service provided:
1. A handheld mobile phone kit that operates in the 850-1900 MHz frequency range.
 2. The kit will include an AC charger.
 3. The Company reserves the right to provide subscribers a refurbished handset.
 4. The Company reserves the right to provide subscribers any type of available handset that will work on the Company's network. Subscribers have no right to expect or demand a particular make or model handset.
 5. Manufacture warranty periods apply to all handsets provided by Company.
 6. Defective handsets will be repaired or replaced at the Company's option.
 7. Subscribers are responsible only for the cost of returning defective handsets. Boomerang will absorb all charges necessary to ship a repaired or replacement handset to customer.

2.1.7 Liability of the Company

- A. Limitations

SECTION 2 – REGULATIONS CONT'D

1. Subscriber acknowledges that the wireless service may not be completely private and is of such nature that wireless may be interrupted, lost or limited for many reasons other than the negligence of the Company, including, but not limited to, dialing errors, power failures, leaving wireless coverage area, malfunctioning equipment, interruptions in the Company's interconnections to wireline, wireless, or interexchange carriers, "dead spots" or other incomplete coverage areas within Company's local service area.
2. Company shall not be liable for any damages arising from the causes listed above, or any other causes beyond the direct and exclusive control of the Company.
3. Company's liability for its own negligence or any other reason may not in any event exceed the prorated charge for service during the period damages occurred.
4. In no event shall the Company be liable for any special, incidental or consequential damages, losses or injuries.
5. Subscriber agrees to indemnify Company and hold Company harmless from all suites, liabilities, cost and claims of any kind arising out of any actions omissions or use of the service or a cellular station of or by Subscriber, any user or any other individual or entity with Subscriber's or a user's consent.
6. The Company does not transmit messages but offers the use of its facilities, when available, for communications between parties.
7. The Subscriber indemnifies and saves the Company harmless against claims for libel, slander, or infringement of copyright from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, apparatus and systems of the Subscriber; and against all other claims arising out of any act or omission of the Subscriber in connection with facilities provided by the Company.
8. Company is not liable for any act or omission of the other company or When the facilities of other companies are used in establishing connection to points not reached by the Company's facilities, the companies and their agents, servants or employees.

SECTION 2 – REGULATIONS CONT'D

2.1.8 Advance Payment for Service

- A. Charges for service must be paid by the Subscriber in advance in cash or MoneyGram, Western Union, money order or, charged to a credit card acceptable to the Company.

2.1.9 Assigning and Changing of Telephone Numbers

- A. The Subscriber has no property right in the telephone number and the Company may change the telephone number of a Subscriber whenever the Company considers it necessary in the conduct of the Company's business.

2.1.10 Termination of Service

- A. The Company may terminate service, with notice, for the following reasons:
1. Due to Subscriber's breach of any provision of the Company's rules, terms and conditions or due to Subscriber's violation of any applicable rule, regulation or tariff or reasonable standards of the Company.
 2. Due to Subscriber's use of foul, obscene or profane language over the lines of the Company.
 3. Due to Subscriber's use the service fraudulently or in violation of any laws, rules or regulations.
 4. Any use of service that interferes with another Subscriber's service or that is used for any purpose other than communication.
 5. Subscriber's use of Directory Assistance to obtain a name, address or telephone number for any purpose other than to facilitate the making of a telephone call shall constitute an abuse of the service.

SECTION 2 – REGULATIONS CONT'D

- B. Once a termination of service has been completed, service will be reestablished only upon the basis of a new application for service.

2.1.11 Limitations on Service Obligations

- A. The Company may, at its discretion, suspend service to a Subscriber for up to three (3) months (a) at the Subscriber's request, or (b) for noncompliance with the Cellular Service Agreement which is susceptible to cure.
- B. The Company reserves the right to refuse an application for service made by a present or former Subscriber who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.
- C. The Company may refuse to return a Subscriber's applicable paid charges where the Subscriber has previously ordered the same or similar product(s) or service(s) and cancelled such same or similar product or service.
- D. When an application for service, for which special engineering must be undertaken is canceled in whole or in part before service is established, the applicant or Subscriber is required, on demand, to reimburse the Company for all expense incurred in connection with the application for service and the installation of the required equipment and facilities before notice of cancellation is received. Such charges are not to exceed the service, construction and termination charges otherwise applicable if the service had been established.

SECTION 3. DESCRIPTION OF SERVICE

3.1 WIRELESS SERVICE

3.1.1 Service Conditions

- A. Services are limited to the operating range and capacity of the Company's wireless system in the Company's service area and may be changed from time to time.
- B. Service depends on over-the-air radio transmissions. Many factors beyond the Company's control may affect the Company's ability to make and receive calls on the Company wireless handset and the quality of those calls including, but not limited to, the location, the conditions of the atmosphere, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company control. As a result, Services, including calls or attempted calls to emergency services, may be interrupted, may fail, or may be below normal quality levels. The Company takes no responsibility for service interruptions or problems caused by factors beyond the Company control.
- C. Statements by the Company's employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will be available without interruption.
- D. Subscribers agree to hold the Company harmless against any and all claims, demands, actions, or other causes of action (including actions by third parties) arising out of the use or attempted use of the service.
- E. Consistent with cellular industry practices, airtime may be deducted for outbound calls exceeding 15 seconds in situations in where the calling party does not answer or if there is a busy signal.
- F. Service is available to Lifeline qualified consumers who make a reasonable request at charges and under the terms and conditions contained in and throughout this tariff.

ISSUED: _____

EFFECTIVE: _____

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

- G. Lifeline qualified Subscribers may purchase amounts of airtime on a prepaid basis in denominations described in Section 3.1.8 of this tariff. Airtime is valid and available for use as detailed in Section 3.1.3.

3.1.2 Activating and using a Boomerang Handset.

- A. Eligible Lifeline Subscribers will receive a standard E911 compliance handset at no charge. The standard handset is further described in Section 2.1.7. Existing Company Subscribers who qualify for Boomerang Wireless Lifeline Service and who would like to use their existing handset are requested to call 1-800-516-0414 or via the web at www.boomerangwireless.com.

3.1.3 Airtime Usage

- A. Boomerang Wireless customers receive a finite amount of minutes and SMS messages each month, as determined by their plan section as defined in Section 3.1.8.
- B. A standard cellular call is considered to be a call that does not include the following types of usage:
1. informational services;
 2. directory assistance or operator services;
 3. multi-media usage;
 4. text messaging;
 5. other usage as determined applicable by the Company.
- C. Deduction of minutes for a completed call from a Subscriber's handset will begin when the SEND key is pressed and will end when either party ends the call, rounded up to the nearest minute. Call detail records will only be provided where required by applicable law.
- D. Airtime minutes do not have any cash value. The purchase of a Boomerang Prepaid Wireless airtime card is non-refundable.

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

- E. Boomerang's Prepaid Wireless airtime cards, airtime rate plans, and card denominations are subject to change without prior notice.
- F. Boomerang's Subscribers may purchase and use a Boomerang handset with any Boomerang Prepaid Wireless airtime cards.
- G. Minutes used for calls to 911 or customer service, including use of the IVR system, will not be deducted from a Lifeline customer's account.

3.1.4 Emergency Calls

- A. There is no deduction of minutes for 911 emergency service calls.
- B. Boomerang's handsets can reach 911 Emergency services regardless of minutes remaining on the handset.
- C. As previously stated, many factors beyond the Company's control may affect the ability to make and receive calls on a Boomerang handset, which include, but are not limited to, atmospheric conditions, terrain, nearby buildings and other structures, network capacity issues, system outages or failures of equipment to operate as expected, a problem that occurs with service we purchase from someone else, system upgrades, performance of maintenance work, accidents or other events outside of the Company's control. If a Subscriber is in an area where the handset is searching for a wireless signal or where there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Subscribers should not rely solely on Boomerang handsets in an emergency situation. In an emergency, locate the nearest landline phone and call for help. Boomerang takes no responsibility for service interruptions or problems caused by factors beyond the Company's control.
- D. Statements by Boomerang, its employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will available without interruption.

ISSUED: _____

EFFECTIVE: _____

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

3.1.5 Rates and Charges

A. (General

1. Subscribers are responsible for paying all charges including, but not limited to 1) charges for optional Service features selected by the Subscriber; 2) directory assistance calls; and 3) all applicable surcharges, fees, taxes, and regulatory charges. Subscribers are responsible for all charges applicable to Subscriber handset service, whether or not Subscriber was the user of the wireless phone. Boomerang will automatically deduct applicable charges from the Subscriber's available minutes.
2. Changes to a surcharge, fee or tax will become effective as provided by the taxing authority and change to applicable contribution amounts for the USF and other regulatory charges shall become effective immediately.

B. Directory Assistance

1. Subscribers may access Directory Assistance service from their Boomerang handset.
2. The rate for Directory Assistance calls is \$1.20 per each request.
3. Directory Assistance charges are applicable in addition to standard usage charges and are automatically deducted from the Subscriber's balance of available minutes.

C. Short Message Service (SMS) Text Messaging

1. Unless otherwise indicated in the wireless Lifeline service plan information, customers who subscribe to the Company's SMS Text Messaging Service will have 1 minute per text sent or received deducted from available minutes.

ISSUED: _____

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

2. Text messaging charges apply in addition to standard usage charges and will be automatically deducted from a Subscriber's balance of available minutes. The Company does not offer Premium SMS Text Messaging Service.
3. The Company's SMS Text Messaging Service requires certain equipment. Most handsets are capable of receiving text messages, however, sending text messages requires two-way SMS capable equipment.
4. SMS Text Messaging rate applies per message per address sent to and per message received. The Company reserves the right to charge additional rates to any SMS usage generated by "short codes."

D. International Calling

1. The Company does not currently offer International Long Distance calls as part of the Boomerang Wireless Lifeline Plan.

3.1.6 Airtime Plans and Pricing – Lifeline Assisted Service

- A. Eligible Lifeline Subscribers may elect one (1) of the following options, each of which include a free handset and custom calling features at no charge, included calls to 911, Caller ID, Call Waiting, and Voicemail in addition to the free voice services detailed below:
1. Receive 125 units that rollover where 1 minute and 1 text equals 1 unit. The plan includes all custom calling features at no cost to the Subscriber each month the customer remains eligible for Lifeline service. Rollover units continue to rollover for one (1) month, and if unused will expire on the anniversary date one (1) month from the date upon which initially credited to the Subscriber. Rollover units do not transfer if the customer changes calling plans.; or

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

- 2. Receive 250 units without rollover where 1 minute equals 1 unit and 1 text equals 1 unit. The plan includes all custom calling features at no cost to the Subscriber each month the customer remains eligible for Lifeline service.

3.1.7 Purchased Airtime

- A. Additional airtime may be purchased at any time and added to a Subscriber's active Boomerang Wireless account.
- B. Unused purchased additional airtime expires based on the denomination purchased (see chart below).

Denomination	\$5.00	\$10.00	\$10.00	\$15.00	\$15.00	\$30.00	\$30.00	\$50.00	\$7.00	\$20.00	\$30.00		
Days of Use	10	3	7	7	10	14	30	30	10	30	30		
Minutes									100	500	1,000		
Peak Minutes	Unlmt		30	Unlmt		60	Unlmt		140	Unlmt			
N/W Minutes	Unlmt		Unlmt	Unlmt		Unlmt	Unlmt		Unlmt	Unlmt			
Texts	Unlmt		.10/text	Unlmt		.10/text	Unlmt		.10/text	Unlmt	200	1,000	1,200
Units (Min+Text)	50												

- C. Purchased airtime can be utilized for both voice calling and SMS messaging. One(1) SMS message equates to one(1) minute of airtime.

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Hiawatha, Iowa 52233
Telephone: (319) 743-4606

SECTION 3 – DESCRIPTION OF SERVICE CONT'D

3.1.8 Maintaining an Active Account – Lifeline Assisted Service

- A. If the Company has a reasonable basis to believe that one of its Lifeline Subscribers no longer meets the eligibility criteria, the Company will notify the Subscriber of impending termination in writing and in compliance with any state dispute resolution procedures applicable to Lifeline termination, and will give the Subscriber thirty (30) days to demonstrate continued eligibility.
- B. Subscribers enrolled on the Company's Lifeline program will have active service while enrolled on the Lifeline program. If de-enrolled for any reason whatsoever from the Lifeline program the Subscriber's service will default to the Non-Lifeline, Non-Government assisted Service and will then be required to purchase and load airtime at least once during any consecutive 120 day period.
- C. Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.

3.2 Wireless Lifeline Program

- A. Qualified consumers will have the ability to acquire wireless service that includes a free handset, local and domestic long-distance calling and selected customer calling features that does not require credit check, deposit, or contract.
- B. Lifeline customers are exempt from paying the Federal Universal Service Charge.
- C. Eligible Subscribers will receive, in the form of a credit, exemption from paying the Federal Subscriber Line Charge.
- D. A Subscriber who qualifies for Lifeline may opt to subscribe to any offering available to other customers, according to the terms and conditions applicable to such offering.

ISSUED: _____

EFFECTIVE: _____

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

3.2.2 Low-Income Assistance (Lifeline)

- A. Eligibility is determined based on income or participation in assistance programs closely related to and based on income.
- B. In Arizona, Subscribers are eligible if their annual household income is at or below 150% of the Federal Poverty Guidelines or if the Subscriber participates in at least one of the approved public assistance programs, as indicated below:
 - 1. Federal Public Housing Assistance/Section 8-FPHA)
 - 2. Supplemental Nutrition Assistance Program (SNAP)
 - 3. Medicaid
 - 4. Low Income Home Energy Assistance Program (LIHEAP)
 - 5. Supplemental Security Income (SSI)
 - 6. National School Lunch Program's (Free program only)
 - 7. Temporary Assistance for Needy Families (TANF)
- C. All applications for service are subject to verification with the state agency responsible for administration of qualifying program.
- D. Telephone service must be in the name of the individual receiving the benefit.
- E. One Low-income credit is available per Economic Unit and is applicable only to the customer's principle residence and the primary residential connection.

3.2.3 Certification and Verification of Eligibility for Low-Income Programs

- A. Certification and verification are the processes by which eligible consumers establish their qualification for Lifeline. Certification occurs at the time an individual is applying to enroll in Lifeline, while verification occurs on a periodic basis after the Subscriber has already been certified.

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

- B. All Subscribers applying for Boomerang Wireless Lifeline Service offering and who qualify through participation in one or more of the approved needs based programs, must complete and return to Boomerang Wireless a Self-Certification Application. Potential Subscribers may print a blank Self-Certification Application off of the Company's website and may elect to submit via fax. Self-Certification Applications are available at Boomerang Wireless' website at www.boomerangwireless.com. Consumers without internet access may request to have a Self-Certification Application mailed to them by contacting a Boomerang Wireless Customer Service Representative at toll free 800-516-0414.

- C. Subscribers who elect to use a paper Self-Certification Application may return the completed and signed application, along with any supporting documentation that may be required, to Boomerang Wireless via fax, email, or delivery via the United States Postal Service ("USPS"). Applicants who prefer to submit the Self-Certification Application to Boomerang Wireless via USPS can mail the completed application to:

Boomerang Wireless
955 Kacena Road, Suite A
Hiawatha, Iowa 52233

3.2.4 Applicable Discounts

- A. Under the Company's Wireless Lifeline Program, Boomerang will use all low-income universal service support to provide airtime minutes ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement.

- B. Boomerang anticipates it will receive \$9.25 of federal USF Lifeline support, which the Company will provide to eligible Arizona consumers in the form of free air time.

- C. Qualified Subscribers can purchase additional airtime in denominations and rates indicated in 3.1.3 preceding.

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D**3.2.5 Non-Usage Policy**

- A. Boomerang Wireless has implemented a non-usage policy to ensure that Lifeline support is received only for those qualified Lifeline Subscribers who use the service and to prevent reimbursement to Boomerang Wireless from the USF for Lifeline support provided to inactive Subscribers.
- B. The Company will provide a de-enrollment notice to subscribers that have not used their service for 60 days. After 60 days of non-use, the Company will provide notice to the Subscriber that failure to use the Lifeline service within a 30-day notice period will result in de-enrollment.
- C. Subscribers can “use” the service by (1) completing an outbound call; (2) purchasing minutes from the Company to add to the Subscriber’s plan; (3) answering an incoming call from a party other than the Company; or (4) responding to a direct contact from the Company and confirming that the Subscriber wants to continue receiving the service.
- D. In the event that none of the aforementioned types of usage occurs and the Subscriber does not respond to notice from the Company, the Subscriber will be de-enrolled.
- E. Once a Subscriber has been de-enrolled from Lifeline, Boomerang Wireless will cease seeking reimbursement from the USF for the Subscriber. However, should a Subscriber reinstate as a Lifeline customer during the 30 day grace period, immediately following deactivation for non-usage, Boomerang Wireless will apply all free usage to the Subscriber’s account and will seek reimbursement from the USF for the Lifeline benefits provided to that Subscriber during the 30 day grace period. Should a Subscriber re-enroll in Lifeline after the expiration of the 30 day grace period, Boomerang Wireless will resume seeking reimbursement from the USF consistent with the Subscriber’s re-enrollment.

3.2.6 Scope of Service

- A. The Company provides the following Custom Calling features at no additional charge:
 - 1. Caller ID;
 - 2. Call Waiting

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

- 3. Call Forwarding
 - 4. 3-Way Calling; and
 - 5. Basic Voice Mail.
- B. Airtime includes both local and toll calls to or from all fifty (50) United States and Puerto Rico.
- C. In the event that all airtime has been used, Lifeline Subscribers will have the capability of purchasing additional airtime in denominations and at rates indicated in Section 3.1.8.C.4 preceding.
- D. All calls to 611, any of the Company's toll free Subscriber service numbers and calls to the Subscriber Service IVR will incur standard airtime charges.
- E. Calls to toll free numbers will incur standard airtime charges. To avoid airtime deductions, toll free calls, including calls to the Company's toll free customer service number, should be placed from a landline phone.
- F. Wireless handsets will be delivered at no charge to qualifying Subscribers, service will be activated, and the requisite number of minutes will be added upon certification of the Subscriber for Lifeline.

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SECTION 3 – DESCRIPTION OF SERVICE CONT'D

- G. Unused minutes will roll over from month-to-month and “fresh” minutes will be automatically loaded to the currently available minutes of the account of each Subscriber on a monthly basis month.
- H. Airtime charges apply to all calls simultaneously, and airtime charges apply to message retrieval.
- I. Airtime charges and domestic long distance charges apply to forwarded/transferred calls even in the event the call is sent to a wireline telephone.

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SECTION 4 – SERVICE AREA

ISSUED: _____

EFFECTIVE: _____

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SECTION 4 – SERVICE AREA

ISSUED: _____

EFFECTIVE: _____

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SECTION 4 – SERVICE AREA

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Telephone: (319) 294-6080

EXHIBIT

"F"

Information Regarding Handsets

Samples of Handsets to be Distributed

Sanyo 2300



**Our handsets
are refurbished.**

Reduce Reuse Recycle

Includes:

- Battery Charger
- Battery

Features:

- LCD Display
- 2-way text capable
- Vibrate mode
- Alarm clock
- Calculator
- Calendar
- Games
- Voice memo
- Bluetooth
- Picture ID
- Ringer ID
- Voice Dialing
- Stop watch
- Phone book
- Speaker phone
- Custom Ringtones



Samsung M300



**Our handsets
are refurbished.**

Reduce Reuse Recycle

Includes:

- Battery Charger
- Battery

Features:

- LCD Display
- 2-way text capable
- Vibrate mode
- Alarm clock
- Calculator
- Calendar
- Games
- Voice memo
- Bluetooth
- Picture ID
- Ringer ID
- Stop watch
- World clock
- Phone book
- Speaker phone
- Custom Ringtones



LG Rumor



**Our handsets
are refurbished.**

Reduce Reuse Recycle

Includes:

- Battery Charger
- Battery

Features:

- LCD Display
- Qwerty keyboard
- 2-way text capable
- Vibrate mode
- Alarm clock
- Calculator
- Calendar
- Games
- Voice memo
- Bluetooth
- Picture ID
- Ringer ID
- Stop watch
- World clock
- Phone book
- Speaker phone
- Custom Ringtones



EXHIBIT

"G"

HH Ventures, LLC

Boomerang Wireless, LLC

Executive Biographies

Dennis Henderson, President & CEO

Dennis was the founding employee of the company and has played a significant role in its growth. Recognized as a leading figure in the prepaid wireless industry, Henderson is a frequent speaker and panelist at national and international conferences. Prior to joining the company Dennis founded FNBC Iowa and guided it to become one of the Midwest's largest business brokerages. He sold the business in 2005 and it is still successfully operating. Dennis received his BBA and his MBA from the University of Iowa.

Fred Haumesser, Executive Vice President & Co-Founder

Fred brings over 15 years of executive level sales and marketing experience to the business. Fred successfully crafted and executed the company's sales strategy, securing over 40,000 points of distribution, despite difficult market and capital conditions. Fred is a respected thought leader in the prepaid industry.

EXHIBIT

"H"

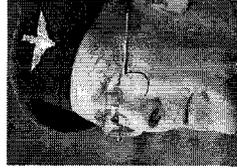


FREE PHONE SERVICE

250 FREE Minutes Monthly

Check AVAILABILITY for plan options in your area

Boomerang Wireless will provide a **LIFELINE** (Not a Lifeline supported benefit)



— Sign up today. —
LIFELINE application enclosed.

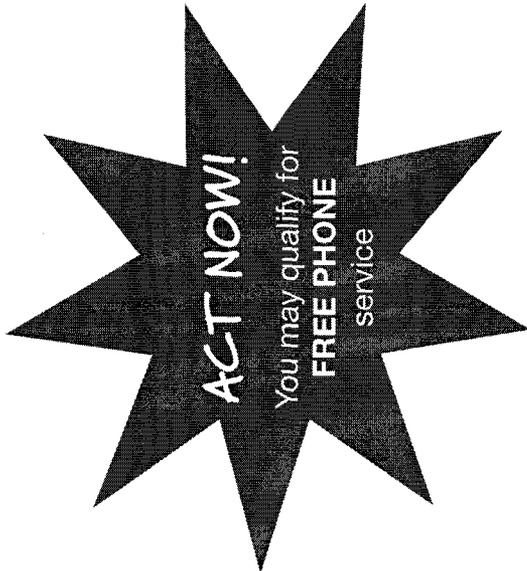
LEARN MORE:
800.516.0414
www.boomerang-wireless.com



Boomerang Wireless, 955 Kacena Rd.
Hiawatha, IA 52233
www.boomerang-wireless.com

CODE

BOOMERANG WIRELESS
955 KACENA RD.
HIAWATHA, IA 52233



You may be eligible for this government benefit if you participate in certain government programs such as:

- Medicaid
- Food Stamps
- Free Lunch
- SSI
- Public Housing
- Or if you meet certain income requirements

Complete the enclosed application and you can start saving money now!

Great service. No contract.

(Details included. Only one Lifeline program per household.)

LEARN MORE:
800.516.0414
www.boomerang-wireless.com



BOOMERANG WIRELESS

1 AVAILABILITY 2 ELIGIBILITY 3 APPLICATION

SIMPLE APPLICATION PROCESS

WELCOME

AVAILABILITY

ELIGIBILITY

APPLICATION

RECERTIFICATION

ADD TIME

FAQ

BOOMERANG WIRELESS. BE FREE TO STAY CONNECTED.

FREE PHONE SERVICE

250 FREE Minutes Monthly

(Check AVAILABILITY for plan options in your area)

Boomerang Wireless, through the Lifeline Assistance Program, helps keep people safe, healthy, and connected to their community. With the monthly discount, you can receive FREE phone service.

You may be eligible for this government benefit if you participate in certain government programs such as Medicaid, Free Lunch, SSI, Public Housing, or if you meet certain income requirements.

Three simple steps to apply: Limited one service or benefit per household.

1. Check Availability and Plans
2. Confirm Eligibility and Rules
3. Complete Application

Applicant must meet eligibility criteria. Benefit covers one wireline or wireless service per household. See requirements for details.

Boomerang Wireless will provide a

(Not a Lifeline supported benefit)

