

# CALIFORNIA PUBLIC UTILITIES COMMISSION

## Communications Division Advice Letter Summary Form

<b>Date AL served on parties:</b>	<b>CPUC Utility Number</b> U -      - C
<b>Company Name:</b>	GRC-LEC      URF-Carrier      CMRS
<b>Address:</b>	Commission Resolution Requested Carrier of Last Resort (See D.96-10-066)
<b>City, State, ZIP:</b>	<b>AL Tier</b> I            II            III
<b>Filing AL #:</b>	<b>Requested Effective Date:</b>
<b>Information-Only</b>	

	Name:	Email Address:	Phone No.:
Filer			
Certif.			

(Name, email address & Phone number are ***Required for "Filer"***)

**Keyword:** \_\_\_\_\_ For Contract Keyword, Type:    Government      Other  
 Date Executed \_\_\_\_\_ Contract Total Rev (\$) \_\_\_\_\_

**Subject of filing:** \_\_\_\_\_  
 (Service(s) included)

**Authorization for filing:** \_\_\_\_\_  
 (Resolution #, Decision #, etc.)

**Tariff Schedules:** \_\_\_\_\_ **No. of Sheets:** \_\_\_\_\_

**Affected services:** \_\_\_\_\_  
 (Other services affected, pending or replacement AL filings)

**Rate Element(s) affected and % change:** \_\_\_\_\_  
 (Non-recurring and / or recurring)

Customer Notice Required (if so, please attach)

**Notes/Comments:** \_\_\_\_\_  
 (Other information & reference to advice letter, etc.)

<p><b>File Protest(s) and/or Response(s) to:</b>          Advice Letter Coordinator, Communications Division          505 Van Ness Ave., San Francisco, CA 94102  <b>VIA EMAIL ONLY (DO NOT MAIL HARD COPY)</b></p>	<p><b>Email to: <a href="mailto:TD.PAL@cpuc.ca.gov">TD.PAL@cpuc.ca.gov</a></b>  <b>Protests must be served to the Communications Division (TD.PAL) and the Utility on the same day</b>          Refer to GO 96-B 7.4 for additional information</p>
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(FOR CPUC USE ONLY) rev. 12/24/19

(Date Filed / Received Stamp by CPUC Industry Division)	<b>Utility Type:</b>	Supv. / Analyst _____ / _____
		Due Date to Supv.: _____
		CD Suspension Requested:      Yes, see attached
	<b>Logged In:</b>	Analyst Completion Date: _____
		Supervisor Completion Date: _____
	<b>Logged Out:</b>	Disposition:    Accepted      Withdrawn      Rejected
		AL / Tariff Effective Date: _____
		Resolution No.: T- _____
		Notes: _____



Join LifeLine, LLC  
29034 Westbourne CT  
Hayward, CA 94544-6345

510.342.6503  
admin@sequoiawireless.com  
www.sequoiawireless.com

**October 9, 2023**

Join LifeLine, LLC (U-4565-C)

Advice Letter No. 4B Supplement

Director Robert Osborn, Communications Division and Federally Recognized Tribal Leaders

505 Van Ness Avenue

San Francisco, CA 94102

Re: Revised submission to address DBA concern, reveal product design, unveil warranty program

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Pursuant to GO 153(3.4.2), Join LifeLine, LLC (U-4565-C) submits this Advice Letter Supplement No. 4B to make changes to its submission to request authorization for ETC and California LifeLine wireless. The purpose of this supplement is to address a concern of DBA names and their potential for creating consumer confusion.

This advice letter supplement makes these six revisions to the version filed on August 14, 2023: 1) Removed dba "Join ACP" and "Join LifeLine Wireless"; 2) Introduced dba "Sequoia Wireless" to offer LifeLine service exclusively under this brand designation; 3) revised filing to match new dba; 4) added Exhibit A to showcase new subscriber kit; 5) added Exhibit B to showcase Employee Uniform; and 6) added Exhibit C to unveil warranty program.

This advice letter supplement is submitted as a Tier-3 filing in accordance with GO 153(3.4.2). Join LifeLine, LLC requests this advice letter supplement become effective 60 days following the submission date, December 8, 2023. Included in this filing is a copy of the revised application to request authorization to offer LifeLine Service in California as a Wireless LifeLine Service Provider.

In compliance with GO 96-B and 47 CFR § 54.202(c)(6), we served a copy of this advice letter supplement via email to the parties identified on the attached CPUC Advice Letter Service List for the category of "Advice Letters for Eligible Telecommunications Carrier designation requests" and to the Governor's Office of Tribal Affairs "Federally Recognized Tribal Contact Information" Tribal Contact List adding email addresses we found to the list to ensure all Tribal Governments and Tribal Regulatory Authorities was sent a copy of this petition on October 9, 2023. If there are any questions regarding this advice letter supplement, please call Indy Nelson at 510-342-6503 or via email at [indy@sequoiawireless.com](mailto:indy@sequoiawireless.com).

Anyone may protest or respond to this advice letter supplement, which was filed on October 9, 2023, by sending a written protest or response via email [[TD.PAL@cpuc.ca.gov](mailto:TD.PAL@cpuc.ca.gov)] to the Advice Letter Coordinator, Communications Division (CD). If submitting a protest, the protest must set forth the specific grounds on which it is based, including supporting information or legal arguments. A protest or response to the AL Supplement must be submitted to CD within 20 days of the AL Supplement's date of submission and served on the carrier on the same day.

Email a copy of the protest or response to this Advice Letter Supplement to Indy Nelson ([indy@sequoiawireless.com](mailto:indy@sequoiawireless.com)). To obtain information about CPUC's procedures for Advice Letters and Protests, visit CPUC's website at [www.cpuc.ca.gov](http://www.cpuc.ca.gov) and look for links to General Order 96-B.

Sincerely,

A handwritten signature in black ink, appearing to read "Indy", written over a light blue horizontal line.

**Indy Nelson, MBA**

**CEO AND PRODUCT ARCHITECT**

**JOIN LIFELINE, LLC**

## Eligible Telecommunications Carrier designation requests.

First Name	Last Name	Email Address	Company	UNumber	Date Submitted
Ross	Johnson	att-regulatory-ca@att.com	AT&T California	1001	2/24/12
Steve	Fetzer	sfetzer@4cct.com	CCT Telecomm		3/1/12
John	Gutierrez	John_Gutierrez@cable.comcast.com	Comcast Phone of California, LLC	U-5698-C	3/1/12
David	Daigle	ddaigle@freedomdarkfiber.com	Freedom Telecom	U-7110C	3/1/12
Kelly	Pool	kpool@4cct.com	CCT	5607	3/1/12
Judith	Riley	jriley@telecompliance.net	Telecom Professionals, Inc.		3/2/12
PHILIP	JOSEPHSON	PJOSEPHSON@STERLINGBUSINESSLAW.COM	TNCI		3/5/12
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Marg	Tobias	info@tobiaslo.com			3/12/12
Patrick	Rosvall	prosvall@cwclaw.com	Cooper, White & Cooper LLP		3/15/12
Joe	Richardson	joe@speedypin.com	SpeedyPin, LLC	7191	3/22/12
Charles	Christiansen	chc@cpuc.ca.gov	CPUC - Communications Division		3/23/12
Robin	Enkey	robine@budgetprepay.com	Budget PrePay		3/23/12
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Steven	Fenker	steve@tsihomophone.com	Nexus Communications	U-4387-C	9/17/12
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John	Clark	jclark@goodinmacbride.com			11/14/12
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Heather	Kirby	hkirby@telecomcounsel.com	Lance J. M. Steinhart, P. C.		6/24/13
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Dawn	Damschen	ddamschen@kelleydrye.com			6/2/14
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Angela	Collins	acollins@cahill.com			10/3/14
Patrice	Rogers	progers@rtcteam.net	RTC Associates, LLC		10/10/14
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Melissa	Slawson	msslawson@bluejaywireless.com	Blue Jay Wireless	U-4437-C	12/1/14
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Alan	Galloway	alangalloway@dwt.com	Davis Wright Tremaine		1/22/15
Melissa	Taylor	VARIETY.TEL.WIRELESS@HOTMAIL.COM	VARIETY TEL. & WIRELESS	14497	1/23/15
David	West	david.west@clearpathwm.com			2/25/15

## Eligible Telecommunications Carrier designation requests.

First Name	Last Name	Email Address	Company	UNumber	Date Submitted
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Burton	Peebles	bpeebles@telecomcounsel.com	Lance J.M. Steinhart, P.C.		6/1/15
Michael	Rees	mrees@summitig.com			6/23/15
Rachel	Schmeidler	rachel.schmeidler@sprint.com	Sprint		6/29/15
Carla	Liff	Carla.Liff@cgminc.com			8/27/15
Anne	Clements	Anne.Clements@cgminc.com			8/27/15
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John	Willis	john.willis@iwirelesshome.com	i-wireless		10/27/15
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Jason	VanArsdall	jvanarsdall@iwirelesshome.com	Access Wireless		10/27/15
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Jim	McTarnaghan	CPUC_AL-Rates@perkinscoie.com			11/14/16
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Lauren	Moxley	lmoxley@bluejaywireless.com	Blue Jay Wireless, LLC.	U-4437-C	4/12/17
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Melissa	Kallabat	MKallabat@airvoicewireless.com			7/5/18
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G. Joseph	Buck	complaint.Frontier@gmail.com	Frontier California Inc.	U1002C	10/6/18
Darren	Lee	dlee@cwclaw.com			11/16/18
Ashley	Salas	asalas@turn.org	The Utility Reform Netwok (TURN)		1/7/19
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Frank	App	Frank.App@charter.com	Charter Communications		10/24/19
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## Eligible Telecommunications Carrier designation requests.

First Name	Last Name	Email Address	Company	UNumber	Date Submitted
Jody	Kannally	jody.kannally@theswitch.tv	The Switch Enterprises, LLC	2460434	5/13/20
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Chris	King	ChrisKing@safetynetwireless.com	Amerimex Communications		10/8/20
Aggie	Hill	aggie@icommlaw.com	iCommLaw		10/14/20
Hans	Eysenbach	heysenbach@verrill-law.com			10/16/20
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Gary	Grinham	accounting@ultra.me	Mint Mobile, LLC	U4432C	3/11/21
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Louis	Lupinacci	louis.lupinacci@t-mobile.com	Assurance Wireless		11/24/21
Al	Aksterowicz	al.aksterowicz@t-mobile.com	T Mobile		11/24/21
Joshua	Lin	joshua.lin@cpuc.ca.gov	CPUC - Public Advocates Office		12/2/21
Benny	Corona	Benny.Corona@cpuc.ca.gov	California Public Utilities Commission (San Francisco, CA)		12/2/21
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Melissa	Slawson	msslawson@geolinks.com	California Internet, L.P. dba GeoLinks	U-7326-C	3/3/22
Matthew	Spiegel	m_spiegel@hotmail.com			3/3/22
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Wes	Zuber	wes@uia.net	Ultimate Internet Access, Inc	U7269C	3/29/22
Nathan	Patrick	cpuc-telecom-al@sonic.net			4/8/22
Shilton	Hasunuma	shilton.hasunuma@itstelecom.com	ITS - Integrated Telemanagement Services, Inc.	5617	4/18/22
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Michael	Minkus	michael.minkus@cpuc.ca.gov			10/7/22
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Jenny	Smith	jenny.smith@ftr.com	Frontier		11/29/22
Paul	Goodman	pgoodman@c4at.org	Center for Accessible Technology		2/14/23
Matt	Mirolla	matt@globalvsi.com			3/13/23
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Kevin	Rhodes	krhodes@uia.net	Ultimate Internet Access, Inc.		8/22/23
Ted	Vagelos	Ted.Vagelos@Verizon.com	Verizon		8/31/23

## Federally Recognized Tribal Contact Information

#	Tribe Name	Federal Indian Reservation	Email Address	Tribal Leader
1	Agua Caliente Band of Cahuilla Indians	Agua Caliente Indian Reservation	kanderson@aguacaliente-nsn.gov	Chairman Reid Milanovich
2	Augustine Band of Cahuilla Indians	Augustine Reservation	info@augustinetribe-nsn.gov	Chairperson Amanda Vance
3	Big Valley Band of Pomo Indians	Big Valley Rancheria	receptionist@big-valley.net	Chairman Phillip Gomez
4	Buena Vista Rancheria of Me-Wuk Indians	Buena Vista Rancheria	rhonda@buenavistatribe.com	Chairwoman Rhonda Morningstar Pope-Flores
5	Campo Band of Kumeyaay	Campo Indian Reservation	info@campo-nsn.gov	Chairman Marcus Cuero
6	Cloverdale Rancheria of Pomo Indians	landless	patricia@cloverdalerancheria.com	Chairperson Patricia Hemosillo
7	Cold Springs Rancheria	Cold Springs Rancheria	csrancheria@netptc.net	Chairperson Carol Bill
8	Colorado River Indian Tribes of the Colorado River Indian Reservation	Colorado River Indian Reservation	GWA@crt-nsn.gov	Chairperson Amelia Flores
9	Jackson Band of Miwuk Indians	Jackson Rancheria	sales@jacksoncasino.com	Chairperson Adam Dalton
10	Jamul Indian Village	Jamul Indian Village	hr@jamulcasinosd.com	Chairperson Erica Pinto
11	La Jolla Band of Luiseno Indians	La Jolla Reservation	denise.mckenna@lajolla-nsn.gov	Chairperson Norma Contreras
12	Lytton Band of Pomo Indians	Lytton Rancheria	margicmeja@aol.com	Chairperson Marjorie Mejia
13	Elem Indian Colony	Sulphur Bank Rancheria	a.garcia@elemindiancolony.org	Chairman Agustin Garcia
14	Cher-Ae-Heights Indian Community of the Trinidad Rancheria	Trinidad Rancheria	aatkings@trinidadrancheria.com	Chairman Garth Sundberg
15	Twenty-Nine Palms Band of Mission Indians	Twenty-Nine Palms Reservation	admin@29palmsbomi-nsn.gov	Spokesman Darrell Mike
16	Guidiville Rancheria	Guidiville Indian Rancheria	admin@guidiville.net	Chairperson Donald Duncan
17	Coyote Valley Band of Pomo Indians	Coyote Valley Reservation	administrator@coyotevalley-nsn.gov	Chairperson Michael Hunter
18	Susanville Indian Rancheria	Susanville Indian Rancheria	ahart@sir-nsn.gov	Chairperson Arlan Hart
19	Soboba Band of Luiseno Indians	Soboba Reservation	ahernandez@soboba-nsn.gov	Spokesman Isaiah Vivanco
20	Blue Lake Rancheria	Blue Lake Rancheria	ahuff@bluelakerancheria-nsn.gov	Chairperson Claudia Brundin
21	Alturas Indian Rancheria	Alturas Indian Rancheria	air530@yahoo.com	Chairperson Phillip Del Rosa
22	Karuk Tribe	Karuk Reservation	battebery@karuk.us	Chairman Russell Attebery
23	Rincon Band of Luiseno Indians	Rincon Indian Reservation	bomazzetti@aol.com	Chairman Frederick Mazzetti
24	Iipay Nation of Santa Ysabel	Santa Ysabel Reservation	bpai@iipaynation-nsn.gov	Chairperson Kevin Asuna
25	Fort Independence Indian Reservation	Fort Independence Reservation	carl@fortindependence.com	Chairperson Carl Dahlberg
26	Ewiiapaayp Band of Kumeyaay Indians	Ewiiapaayp Reservation	ceo@leaningrock.com	Chairman Robert Pinto
27	Morongo Band of Mission Indians	Morongo Reservation	cco@morongo-nsn.gov	Chairman Charles Martin
28	Bridgeport Indian Colony	Bridgeport Reservation	chair@bridgeportindiancolony.com	Chairperson Herbert Glazier
29	Lone Pine Paiute-Shoshone Tribe	Lone Pine Reservation	chair@lppsr.org	Chairperson Janet Hansen
30	Cahto Tribe of the Laytonville Rancheria	Laytonville Rancheria	chairman@cahto.org	Chairperson Mary Norris
31	Chemehuevi Indian Tribe	Chemehuevi Reservation	chairman@cit-nsn.gov	Chairman Glenn Lodge Sr.
32	Pit River Tribe	Big Bend Rancheria	chairman@pitrivertribe.org	Chairperson Agnes Gonzalez
33	San Manuel Band of Mission Indians	San Manuel Reservation	charitablegiving@sanmanuel-nsn.gov	Chairperson Lynn Valbuena
34	Kletsel Dehe Wintun Nation of the Cortina Rancheria	Cortina Indian Rancheria	charlie.wright@kdwv.org	Chairperson Charlie Wright
35	Dry Creek Rancheria Band of Pomo Indians	Dry Creek Rancheria	chrisw@drycreekrancheria.com	Chairman Chris Wright
36	Cachil DeHe Band of Wintun Indians	Colusa Rancheria	cicc@colusa-nsn.gov	Chairman Wayne Mitchum
37	Viejas Band of Kumeyaay Indians	Viejas Reservation	community@viejas.com	Chairman John Christman
38	Pechanga Band of Indians	Pechanga Reservation	contact@pechanga-nsn.gov	Chairman Mark Macarro
39	Yurok Tribe	Yurok Reservation	council@yuroktribe-nsn.gov	Chairperson Joseph James
40	Barona Band of Mission Indians	Barona Reservation	counciloffice@barona-nsn.gov	Spokesman Raymond Welch
41	Tachi Yokut of Santa Rosa Rancheria	Santa Rosa Rancheria	dbarrios@tachi-yokut.com	Chairperson Leo Siseo
42	San Pasqual Band of Mission Indians	San Pasqual Reservation	domisc@sanpasqualtribe.org	Spokesman Stephen Cope
43	Sycuan Band of the Kumeyaay Nation	Sycuan Reservation	emartinez@sycuan-nsn.gov	Spokesman Cody Martinez
44	Robinson Rancheria	Robinson Rancheria	estauffer@rtrcb-nsn.gov	Chairman Beniakem Cromell
45	Hoopa Valley Tribe	Hoopa Valley Reservation	executiveassistant49@gmail.com	Chairperson Joe Davis
46	Berry Creek Rancheria of Tyme Maidu Indians	Berry Creek Rancheria	fsteele@berrycreekrancheria.com	Chairman Francis Steele
47	Lone Band of Miwok Indians	Lone Band of Miwok TDSA	gretchen@ionemiwok.net	Chairwoman Sara Dutschke
48	Inaja-Cosmit Band of Indians	Inaja and Cosmit Reservation	inaja_cosmit@hotmail.com	Chairperson Rebecca Osuna
49	Picayune Rancheria of Chukchansi Indians	Picayune Rancheria	info@chukchansi-nsn.gov	Chairperson Janet Bill
50	Estom Yumka Maidu Tribe	Enterprise Rancheria	info@enterpriserrancheria.org	Chairwoman Glenda Nelson
51	Federated Indians of Graton Rancheria	Graton Rancheria	info@gratonrancheria.com	Chairman Greg Sarris
52	Santa Ynez Band of Chumash Indians	Santa Ynez Reservation	info@santaynezchumash.org	Chairman Kenneth Khan
53	Yocha Dehe Wintun Nation	Rumsey Indian Rancheria	info@yochadehe-nsn.gov	Chairman Anthony Roberts
54	La Posta Band of Mission Indians	La Posta Indian Reservation	info1@lptribe.net	Chairperson Gwendolyn Parada
55	Elk Valley Rancheria	Elk Valley Rancheria	jjisler@elk-valley.com	Chairman Dale Miller
56	Timbisha Shoshone Tribe	Death Valley Indian Community	jjthompson@timbisha.com	Chairperson Jimmy Thompson
57	Bear River Band of Rohnerville Rancheria	Rohnerville Rancheria	josephinacortez@brb-nsn.gov	Chairperson Josefina Frank
58	Fort Bidwell Band of Paiute Indians	Fort Bidwell Reservation	kevintownsend26@gmail.com	Chairman Germain Ruvalcaba
59	Koi Nation of Northern	landless	KN@koination.com	Chairman Darin Beltran
60	Big Pine Paiute Tribe of the Owens Valley	Big Pine Reservation	l.stewart@bigpinepaiute.org	Chairperson Leaux Stewart
61	Manchester-Point Arena Band of Pomo Indians	Manchester-Point Arena Rancheria	lisa.elgin@yahoo.com	Chairperson Jamie Cobarrubia
62	Manzanita Band of the Kumeyaay Nation	Manzanita Reservation	ljbirdsinger@aol.com	Chairperson Angela Santos
63	Big Sandy Rancheria	Big Sandy Rancheria	lkipp@bsrnatn.com	Chairwoman Elizabeth Kipp
64	Chicken Ranch Rancheria of Me-Wuk Indians	Chicken Ranch Rancheria	lmathiesen@crtribal.com	Chairman Lloyd Mathiesen
65	Los Coyotes Band of Cahuilla and Cupeño Indians	Los Coyotes Reservation	loscoyotes@ymail.com	Spokesperson Ray Chapparosa
66	Mooretown Rancheria of Maidu Indians	Mooretown Rancheria	lwinner@mooretown.org	Chairman Benjamin Clark
67	United Auburn Indian Community	Auburn Rancheria	mail@elmets.com	Chairman Gene Whitehouse
68	Mesa Grande Band of Mission Indians	Mesa Grande Reservation	messagrandedband@msn.com	Chairperson Theresa Hernandez
69	Wiyot Tribe	Table Bluff Reservation	michelle@wiyot.us	Chairperson Theodore Hernandez
70	Mechoopda Indian Tribe of Chico Rancheria	Mechoopda TDSA	mit@mechoopda-nsn.gov	Chairman Dennis Ramirez
71	Tule River Indian Tribe of the Tule River Reservation	Tule River Reservation	neil.peyron@tulerivertribe-nsn.gov	Chairman Neil Peyron
72	North Fork Rancheria	North Fork Rancheria	nfrancheria@northforkrancheria-nsn.gov	Chairperson Fred Beihn
73	Cabazon Band of Cahuilla Indians	Cabazon Reservation	nmarkwardt@cabazonindians-nsn.gov	Chairman Doug Welmas
74	Cedarville Rancheria	Cedarville Rancheria	nmunholand@cedarvillerrancheria.com	Chairperson Melissa Daniello
75	California Valley Miwok Tribe	landless	office@cvmt.net	Chairperson Silvia Burley
76	Paskenta Band of Nomlaki Indians	Paskenta Rancheria	office@paskenta.org	Chairman Andrew Alejandre

## Federally Recognized Tribal Contact Information

77	Resighini Rancheria	Resighini Rancheria	office@resighinirancheria.com	Chairperson Fawn Murphy
78	Tejon Indian Tribe	in the process of acquiring 320 acres	office@tejonindiantribe-nsn.gov	Chairperson Octavio Escobedo
79	Greenville Rancheria of Maidu Indians	Greenville Rancheria	pallen@greenvillerrancheria.com	Acting Chairwoman Crystal Rios
80	Pauma Band of Luiseno Indians	Pauma and Yuima Reservation	paumareservation@aol.com	Chairman Ternet Aguilar
81	Pala Band of Mission Indians	Pala Reservation	pmesquita@palatribe.com	Chairman Robert Smith
82	Quechan Tribe of the Fort Yuma Indian Reservation	Fort Yuma Indian Reservation	president@quechanindiantribe.com	President Jordan Joaquin
83	Round Valley Indian Tribes	Round Valley Indian Reservation	president@rvit.org	President James Russ
84	Potter Valley Tribe	Potter Valley Rancheria	pvchairman@comcast.net	Chairman Salvador Rosales
85	Redding Rancheria	Redding Rancheria	reception@reddingrancheria-nsn.gov	Chairman Jack Potter
86	Table Mountain Rancheria	Table Mountain Rancheria	robertdecorah@gmail.com	Chairperson Brenda Lavell
87	Grindstone Indian Rancheria	Grindstone Indian Rancheria	ronaldkirk1963@gmail.com	Chairman Ronald Kirk
88	Utu Utu Gwaitu Paiute Tribe of the Benton Paiute Reservation	Benton Paiute Reservation	s.saulque@bentontribe.org	Chairman Shane Saulque
89	Little River Band of Pomo Indians of the Redwood Valley	Redwood Valley Rancheria	secretary@rvr.pomo.net	Chairperson Debra Ramirez
90	Scotts Valley Band of Pomo Indians	landless	shawn.davis@sv-nsn.gov	Chairman Shawn Davis
91	Quartz Valley Indian Reservation	Quartz Valley Reservation	sherry.smith@qvir-nsn.gov	Chairman Harold Bennett
92	Hopland Band of Pomo Indians	Hopland Rancheria	sjelliott@hoplandtribe.com	Chair Somy Elliott
93	Ramona Band of Cahuilla	Ramona Village	sreckker@ramona-nsn.gov	Chairperson Danae Hamilton Vega
94	Santa Rosa Band of Cahuilla Indians	Santa Rosa Reservation	srttribaloffice@aol.com	Tribal Chair Lovina Saul
95	Sherwood Valley Rancheria of Pomo Indians	Sherwood Valley Rancheria	svrchair@sbglobel.net	Chairperson Melanie Rafanan
96	Middletown Rancheria of Pomo Indians of California	Middletown Rancheria	tc@middletownrancheria.com	Chairman Jose Simon
97	Torres Martinez Desert Cahuilla Indians	Torres-Martinez Reservation	thomas.tortez@torresmartinez-nsn.gov	Chairperson Thomas Tortes
98	Bishop Paiute Tribe	Bishop Reservation	tilford.denver@bishoppaiute.org	Chairwoman Meryl Picard
99	Fort Mojave Indian Tribe of Arizona & Nevada	Fort Mojave Reservation	TimothyWilliams@fortmojave.com	Chairman Timothy Williams
100	Tuolumne Band of Me-Wuk Indians	Tuolumne Rancheria	tmtc@mlode.com	Chairwoman Andrea Reich
101	Habematolel Pomo of Upper Lake	Upper Lake Rancheria	tribaladmin@upperlakepomo.com	Chairperson Sherry Treppa
102	Shingle Springs Band of Miwok Indians	Shingle Springs Rancheria	tribalchairperson@ssband.org	Chairwoman Regina Cuellar
103	Cahuilla Band of Indians	Cahuilla Reservation	tribalcouncil@cahuilla.net	Chairman Daniel Salgado
104	Wilton Rancheria	in the process of deveoping on 36-acres	tribaloffice@wiltonrancheria-nsn.gov	Chairman Jesus Tarango
105	Tolowa Dee-ni' Nation	Smith River Rancheria	troy.ralstin@tolowa.com	Chairperson Jeri Thompson
106	Kashia Band of Pomo Indians	Stewarts Point Rancheria	vaughn@stewartspoint.org	Chairman Reno Franklin
107	Big Lagoon Rancheria	Big Lagoon Rancheria	vmoorehead@earthlink.net	Chairman Virgil Moorehead
108	Pinoleville Pomo Nation	Pinoleville Rancheria	webmaster@pinoleville-nsn.gov	Chairperson Leona Williams
109	Washoe Tribe of Nevada and California	Woodfords Community	WTNCCconcerns@washoetribe.us	Chairman Serrel Smokey

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## 1) Request ETC Designation and California LifeLine Wireless

Join LifeLine, LLC (U-4565-C), dba Sequoia Wireless (Sequoia Wireless), a wireless reseller, requests the Commission to consider granting a new designation as a Lifeline-only ETC<sup>1</sup> for Sequoia Wireless to participate as a California LifeLine Wireless Service Provider in both the federal Lifeline and California LifeLine programs. The Company does not seek designation as an ETC for the purpose of receiving federal High-Cost support (i.e., the company has no intention of seeking or accepting High-Cost support). We also request authority to offer federal Enhanced Lifeline service on Federally Recognized Tribal Lands in California.

Sequoia Wireless is applying for ETC designation and authority to offer federal Lifeline support in conjunction with California LifeLine discounted prepaid wireless telephone services to eligible low-income households throughout California. Sequoia Wireless proposes to operate statewide, wherever its underlying carrier, T-Mobile, provides wireless service as indicated in Attachment C.

If authorized, Sequoia Wireless would be the telephone service provider, and add California LifeLine wireless services, to include federal Lifeline and California LifeLine discounts to eligible low-income households throughout California, as approved by the CPUC.

Included is a Schedule of Rates and Charges (Attachment B) that reflect the requirements set forth in PUC § 871 et seq., GO 153<sup>2</sup>, D.14-01-036<sup>3</sup>, and D.10-11-033<sup>4</sup>. We understand the regulatory requirements of participating in the federal Lifeline and California LifeLine Programs, and when able, will go beyond what the statute requires to provide service differentiation.

## 2) Request ETC Service Area

Being an ETC can only occur in conjunction with a designated service area. The CPUC can accept or modify a proposed service area, or even designate a new one in order to achieve universal service. As no ETC can function without a service area, this provides a powerful regulatory tool.

The Company is applying for certification to operate as an ETC across California, including on Federally Recognized Tribal Lands in California (see Section 15), and specifically in areas designated throughout the service areas where T-Mobile provides coverage. The Company is requesting that its ETC certification covers the entire State, including those areas that Sequoia Wireless may serve in the future due to an expansion in T-Mobile's coverage.

Sequoia Wireless proposes to operate statewide, wherever its underlying carrier, T-Mobile,

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<sup>1</sup> Which is an Eligible telecommunications carrier (ETC) with designations that are limited to the Lifeline program. See [USAC website for more information](#). Also referred as “Designated Lifeline Provider”.

<sup>2</sup> See, [GO 153](#) (“Procedures for Administration of the Moore Universal Telephone Service Act California LifeLine Program”) as revised pursuant to [D.21-09-023](#), September 23, 2021.

<sup>3</sup> See, [D.14-01-036](#) (“Decision Adopting Revisions to Modernize and Expand the California LifeLine Program”).

<sup>4</sup> See, [D.10-11-033](#) (“Decision Adopting Forward Looking Modifications to California LifeLine in Compliance with the Moore Universal Telephone Service Act”).

provides coverage and in accordance with GO 133-D § 5<sup>5</sup>, will provide a wireless coverage map on our website at [www.sequoiawireless.com/coverage](http://www.sequoiawireless.com/coverage) to show where users may expect to receive coverage. Refer to Attachment C for Sequoia Wireless’s Service Area.

### 3) Company Overview

Join LifeLine, LLC is a telephone corporation as defined by PUC § 234 with its principal office located at 29034 Westbourne Court, Hayward, California, 94544.

On June 7, 2023, the Commission granted Join LifeLine, LLC (U-4565) a Wireless Identification Registration (“WIR”) to operate as a Commercial Mobile Radio Service (“CMRS”) to offer resold wireless services to the public in California. Join LifeLine, LLC is authorized to provide telecommunications services in California as an approved participating provider in the Affordable Connectivity Program (“ACP”).

On July 10, 2023, Join LifeLine, LLC filed Tier 3 AL 3 to the CPUC requesting authorization to be a California LifeLine Service Provider to offer discounted prepaid wireless telephone services to eligible households in California. We served a copy of this advice letter via email to the parties identified in the CPUC Advice Letter Service List for the category of “Changes in rates, terms and conditions of service, or initiation of new service”.

On July 18, 2023, Join LifeLine, LLC submitted its Compliance Plan to the FCC via ECFS outlining the measures it would take to implement the conditions imposed by the FCC (see Attachment K).

On July 18, 2023, Join LifeLine, LLC withdrew AL 3 and filed Tier 3 AL 4 to the CPUC to Request authorization for ETC and California LifeLine wireless. We served a copy of this advice letter via email to the parties identified in the CPUC Advice Letter Service List for the category of “Advice Letters for Eligible Telecommunications Carrier designation requests”.

On August 10, 2023, Join LifeLine, LLC filed Information-Only AL 5 pursuant to GO 96-B, Industry Rule 9, to notify the Commission of the new DBA “Join LifeLine Wireless”.

On August 14, 2023, Join LifeLine, LLC submitted a revised Compliance Plan to the FCC via ECFS vacating Link Up and applying DBA (see Attachment K).

On August 14, 2023, Join LifeLine, LLC filed Supplement AL 4A to revise filing to vacate Link Up, apply DBA, correct section 15, improve section 18, revise attachments, and send the petition to Tribal Governments and Tribal Regulatory Authorities in California.

On August 14, 2023, Join LifeLine, LLC submitted a revised Compliance Plan to the FCC via ECFS to address the serious concern raised by the Commission on the submitted DBA names and their potential for creating consumer confusion (see Attachment K).

On October 9, 2023, Join LifeLine, LLC filed Information-Only AL 6 pursuant to GO 96-B, Industry Rule 9, to notify the Commission of the new DBA “Sequoia Wireless” and notifying the Commission of the abandonment of the use of the fictitious business name “Join ACP” and “Join LifeLine Wireless”

Join LifeLine, LLC is current with payment of the annual CPUC User Fees and Public

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<sup>5</sup> See, [GO 133-D](#) (“Rules Governing Telecommunications Services”).

Purpose Program surcharges and will continue to remain current with its payments. Join LifeLine, LLC understands that failure to comply may lead to enforcement action including, but not limited to, revocation of Join LifeLine, LLC's WIR, authority for Sequoia Wireless to operate as a California LifeLine provider, and denial of California LifeLine reimbursements.

Sequoia Wireless is in the process of developing our website to deploy in November 2023 and is designing marketing material, posters, brochures, and call center scripts, which we commit to submitting to the CPUC California LifeLine Staff for review and approval before publication and distribution<sup>6</sup>. Refer to Section 14 ("Website Development").

#### **4) Relevant Company Registrations and Licenses**

On February 4, 2023, Join LifeLine, LLC registered Articles of Organization with the State of California as a Single-member Limited Liability Company ("SMLLC") assigned Entity Identification Number 202354819091 for "Join LifeLine, LLC".

On March 2, 2023, Join LifeLine, LLC registered with the Federal Communications Commission ("FCC") and was assigned FCC Registration Number ("FRN")<sup>7</sup> 0033477613.

On March 14, 2023, Join LifeLine, LLC was assigned by the federal System for Award Management ("SAM") a Unique Entity Identifier ("UEI") of YTHVS46SWFL5.

On April 3, 2023, Join LifeLine, LLC was assigned FCC 499 Filer ID Number of 835932.

On April 21, 2023, Join LifeLine, LLC was approved by T-Mobile Wholesale ("TMUS") to obtain wireless network access as a Mobile Virtual Network Operator ("MVNO") and entered into a Wireless Reseller Agreement with Prepaid Wireless Wholesale ("PWW") to purchase wireless telecommunications services<sup>8</sup>.

On April 23, 2023, Join LifeLine, LLC submitted to the Commission our WIR application.

On April 28, 2023, Join LifeLine, LLC entered into a software license and billing systems support agreement with Telgoo<sup>5</sup>. Refer to Section 7 ("Description of Core Systems").

On June 7, 2023, Join LifeLine, LLC was issued WIR U-4565-C<sup>9</sup> allowing it to operate as a Commercial Mobile Radio Service ("CMRS") provider to the public in California.

On June 9, 2023, Join LifeLine, LLC was issued approval by the FCC as Affordable Connectivity Program Carrier Participation Approval Number EBBA0002621.

On June 20, 2023, Join LifeLine, LLC filed a Fictitious Business Name ("FBN") Statement with Alameda County for "Join ACP" under File Number 598819 with the date for when the registrant commenced to transact business under FBN backdated to June 7, 2023<sup>10</sup>.

On July 19, 2023, Join LifeLine, LLC filed a Fictitious Business Name ("FBN") Statement with Alameda County for "Join LifeLine Wireless" under File Number 598819 with the date

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<sup>6</sup> Pursuant to GO 153 § 7.10.

<sup>7</sup> Refer to this [link](#) to view Sequoia Wireless's Registration Detail on the FCC Database.

<sup>8</sup> dba PWG Network Solutions ("PWG"), a Mobile Virtual Network Aggregator ("MVNA") for T-Mobile US, Inc.

<sup>9</sup> This coincides with the issued "CPUC Utility Code" of CER4565 for Join LifeLine, LLC.

<sup>10</sup> Pursuant to the requirement of a fictitious business name statement being filed within 40 days with the county where the principal place of business is located and is intended to make available to the public the identities of persons doing business under the FBN.

for when the registrant commenced to transact business under FBN dated to July 19, 2023<sup>10</sup>.

On September 21, 2023, Join LifeLine, LLC was assigned EC Code JOFL from iconectiv.

On September 21, 2023, Join LifeLine, LLC was assigned IAC Code JLF from iconectiv.

On September 28, 2023, Join LifeLine, LLC was assigned Company Code 742K by NECA.

On October 5, 2023, Join LifeLine, LLC filed a Fictitious Business Name (“FBN”) Statement with Alameda County for “Sequoia Wireless” under File Number 601232 with the date for when the registrant commenced to transact business under FBN dated to October 5, 2023<sup>10</sup>.

On October 5, 2023, Join LifeLine, LLC filed a Statement of Abandonment of Use of Fictitious Business Name with Alameda County for “Join ACP”.

On October 9, 2023, Join LifeLine, LLC filed a Statement of Abandonment of Use of Fictitious Business Name with Alameda County for “Join LifeLine Wireless”.

## 5) Proposed Prepaid Wireless Plans for Sequoia Wireless offerings

Sequoia Wireless proposes to offer six plans whereby all six plans would seek federal Lifeline Support and four of the six plans would seek California LifeLine Support. The plans not seeking California LifeLine Support are Broadband only service type, which does not qualify for California LifeLine Support but does qualify for federal Lifeline Support.

Sequoia Wireless proposes that when ACP expires, Sequoia Wireless subscribers enrolled in our “California LifeLine / ACP Bundled Standard Plan [Non-Tribal]” plan would be moved to our “California LifeLine Bundled Standard Plan [Non-Tribal]”; our “Federal Lifeline / ACP Broadband Only Plan [Tribal]” would be moved to our “Federal Lifeline Broadband Only Plan [Tribal]”; our “California LifeLine / ACP Bundled Standard Plan [Tribal]” would be moved to our “California LifeLine Bundled Standard Plan [Tribal]”.

John LifeLine’s rate plans are subject to an activation fee, which would be waived for California LifeLine participants. Sequoia Wireless will seek the \$39 activation reimbursement from the California LifeLine Program (for all plans other than Broadband Only plans) no more than twice annually per eligible California LifeLine household, pursuant to D.14-01-036.

### 1. Standard Plan – California LifeLine / ACP [Non-Tribal] Unlimited Talk, Text & 6 GB for \$0 per month (free handset) Retail Price: \$39.25

- ⇒ Refer to Attachment A-1 for California LifeLine Plans Comparison Chart.
- ⇒ Refer to Attachment D for California LifeLine Terms and Conditions.
- ⇒ Refer to Attachment J for Affordable Connectivity Program Terms and Conditions.
- ⇒ Refer to Attachment B-1 for Schedule of Rates and Charges – Sequoia Wireless Plans.

### 2. Standard Plan – California LifeLine [Non-Tribal] Unlimited Talk, Text & 6 GB for \$0 per month (free handset) Retail Price: \$39.25

- ⇒ Refer to Attachment A-2 for California LifeLine Plans Comparison Chart.

- ⇒ Refer to Attachment D for California LifeLine Terms and Conditions.
  - ⇒ Refer to Attachment B-2 for Schedule of Rates and Charges – Sequoia Wireless Plans.
- 3. Broadband Only – Federal Lifeline / ACP [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month Retail Price: \$109.25**
- ⇒ Refer to Attachment A-3 for California LifeLine Plans Comparison Chart.
  - ⇒ Refer to Attachment D for California LifeLine Terms and Conditions. (Federal Lifeline terms are included in the California LifeLine Terms and Conditions, however, for this plan, only Federal Lifeline terms and conditions are applicable as this plan does not seek California LifeLine support).
  - ⇒ Refer to Attachment J for Affordable Connectivity Program Terms and Conditions.
  - ⇒ Refer to Attachment B-3 for Schedule of Rates and Charges – Sequoia Wireless Plans.
- 4. Broadband Only – Federal Lifeline [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month (free tablet) Retail Price: \$109.25**
- ⇒ Refer to Attachment A-4 for California LifeLine Plans Comparison Chart.
  - ⇒ Refer to Attachment D for California LifeLine Terms and Conditions (Federal Lifeline terms are included in the California LifeLine Terms and Conditions, however, for this plan, only Federal Lifeline terms and conditions are applicable as this plan does not seek California LifeLine support).
  - ⇒ Refer to Attachment B-4 for Schedule of Rates and Charges – Sequoia Wireless Plans.
- 5. Standard Plan – California LifeLine / ACP [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month (free handset) Retail Price: \$109.25**
- ⇒ Refer to Attachment A-5 for California LifeLine Plans Comparison Chart.
  - ⇒ Refer to Attachment D for California LifeLine Terms and Conditions.
  - ⇒ Refer to Attachment J for Affordable Connectivity Program Terms and Conditions.
  - ⇒ Refer to Attachment B-5 for Schedule of Rates and Charges – Sequoia Wireless Plans.
- 6. Standard Plan – California LifeLine [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month (free handset) Retail Price: \$109.25**
- ⇒ Refer to Attachment A-6 for California LifeLine Plans Comparison Chart.
  - ⇒ Refer to Attachment D for California LifeLine Terms and Conditions.
  - ⇒ Refer to Attachment B-6 for Schedule of Rates and Charges – Sequoia Wireless Plans.

**6) Description of Network Service**

We obtain wireless network access<sup>11</sup> as an approved Mobile Virtual Network Operator (“MVNO”) of T-Mobile Wholesale (“TMUS”), with a contractual reseller agreement to purchase wireless telecommunications services from PWG Network Solutions (“PWG”), a Mobile Virtual Network Aggregator (“MVNA”). In addition, PWG provides integrated communications solutions including MVNO enablement, cellular carrier access aggregation, and voice/text/data services to connect with. We provide retail broadband Internet access service to end-users, provided by the Underlying Carrier<sup>12</sup> T-Mobile US, Inc. on the Global System for Mobile Communications (“GSM”) standard.

T-Mobile Network has the largest 5G network in America with T-Mobile Wholesale as the market leader with the largest number of MVNOs and MVNO subscribers, representing a 59% market share. PWG is one of the Nation’s longest-standing Aggregators of Wireless Services and is one of three approved MVNA with TMUS. PWG provides us with integrated communications solutions – including MVNO enablement, cellular carrier access aggregation, and voice/text/data services.

## **7) Description of Core Systems**

We have a contractual software license and billing systems support agreement with Telgoo5 to access and utilize their billing and software system for customer billing, operations, and support for Sequoia Wireless’s wireless prepaid mobile phone subscribers. This includes Wholesale Carrier Connectivity with PWG to access the Network Switching Subsystem (“NSS”). Telgoo5 provides the technical expertise to properly integrate, configure and provision our Core Systems comprised of Business Support System (“BSS”), Operations Support System (“OSS”), and NSS. Telgoo5 would be our Service Provider to integrate with the California LifeLine Administrator’s systems and ensure the provisioning process is consistent with and in compliance with the enrollment process, validation checks, transmission requirements, and efforts to prevent waste, fraud, and abuse.

BSS/OSS includes the following capabilities: 1) Administrative Customer Experience and Management Portal; 2) Customer Activation and Provisioning and Management APIs; 3) Enrollment and Application Order Flow and Processing; 4) Customer Relationship Management (“CRM”); 5) Pre-Configured Subscriber, Financial, and Regulatory Compliance Reporting; 6) Tax Rating and Integration Services (SureTax); 7) Payment Gateway Integration with PayPal; 8) Subscriber Notifications.

Additionally, our contractual software license and billing systems support agreement with Telgoo5 includes deliverables of Lifeline / ACP Support for integrations with USAC systems, Regulatory Compliance Activity such as Non-Usage, Transfers In/Out, Subscriber Notifications, and monthly Compliance Reports, Standard Web Order Flow/Subscriber Selfcare pages integration into Sequoia Wireless’s Website, Customer Selfcare Portal (“MyAccount”), post-launch release of Customer Selfcare Mobile Application (iOS and Android), Wholesale Plan (Cost) Optimization (Reporting and Analytics), and Electronic order/activation processing from website and dealer/agent portal. This includes web integration and a branded dealer/agent portal for field activities.

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<sup>11</sup> Defined as the “Underlying Carrier Network” means the wireless network accessible to subscribers.

<sup>12</sup> “Underlying Carrier” is the Mobile Network Operator (“MNO”), also referred as a facilities-based provider, that is relied upon to provide the network for wireless connectivity for service offering.

## 8) Offering to Transition ACP Service to California LifeLine Service

The Affordable Connectivity Program (“ACP”) was passed by Congress as part of the Infrastructure Investment and Jobs Act in 2021. The Infrastructure Act provided \$14.2 billion for this FCC benefit program. Similar to the federal Lifeline Program and California LifeLine Program, the objective of ACP is to ensure that households can afford the broadband they need for work, school, healthcare, and more.

Since the start of ACP in January 2022, over \$6.4 billion has been disbursed with 12.5 million currently enrolled. From our analysis of month-over-month enrollment and disbursement<sup>13</sup>, we calculated an average monthly growth rate of 552 thousand subscribers and an average monthly program cost increase of \$19.2 million. By using these averages to predict increases and disbursements, our model predicts the last fully funded month to be June 2024. Although extending the program has bipartisan support, President Joe Biden opted not to include funding in the upcoming federal budget while Speaker Kevin McCarthy capped domestic spending for the next two years as part of the debt ceiling negotiations, ultimately closing the door to the prospects of an ACP extension.

With 2.25 million California households enrolled in ACP through 109 participating Mobile internet providers, the problem that will arise in July of 2024 is millions of low-income Californian households abruptly losing their discount and/or service, causing undue hardship across the state. As only 12% of ACP participating providers are approved to offer California LifeLine, a majority of providers will have no option but to charge retail rates or discontinue service.

Sequoia Wireless’s strategy is to duly determine eligibility and enroll subscribers in both ACP through the National Verifier (“NV”) and the National LifeLine Accountability Database (“NLAD”) and the California LifeLine Program through California LifeLine Administrator’s systems to allow for a seamless transition when ACP ends. Those enrolled in broadband-only ACP plans would not be eligible for the California LifeLine Program (Except for Broadband only for Tribal, which will be offered as part of Federal Lifeline fund support). By provisioning their account and setting them up with service, there would be no additional steps needed as they would already be enrolled in both Federal Lifeline, California LifeLine, and ACP. Pursuant to D.23-06-003, we would not seek monthly SSA support from the California LifeLine program for those duly enrolled in ACP plans but would seek reimbursement for the \$39 Activation Fee and per-subscriber administrative support amount of up to \$0.50 per Subscriber.

With ETC designation and California LifeLine provider, we would offer new subscribers the ability to enroll in Federal Lifeline (for Broadband-only Tribal plans), California LifeLine, and the Affordable Connectivity Program. For current subscribers, we would provide them outreach informing them that they can enroll in California LifeLine to allow them the benefits of ensuring they will have continued service once ACP ends. The only Program-Based Criteria (from ACP) that would not be eligible for California LifeLine are those who qualify as Federal Pell Grant recipients.

Lastly, this strategy of publicizing the availability of California LifeLine service, pursuant to the rules set forth in D.14-01.036, in a manner reasonably designed to reach those likely to

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<sup>13</sup> We removed three months of enrollment data due to those months being outliers from the data set with net negative enrollment.



qualify for the service is consistent with 47 CFR § 54.405(b), provides the ability to market and outreach to largely the same demographic as nearly all those eligible for ACP are also eligible for California LifeLine. In addition, as an approved provider in both programs, we would continue to expand our high degree of institutional knowledge between the two programs, ensuring that our marketing and selling methods are consistent with D.14-01.036 and 47 CFR § 54.405(b). Refer to Section 5 (“Proposed Prepaid Wireless Plans for Sequoia Wireless Offerings”).

## 9) Customer Support Center

Providing a remarkable customer experience is vital to our customer’s overall perception of both Sequoia Wireless and the California LifeLine program. Our Customer Support department consists of the following three segments: Tracking Customer Satisfaction (explained in Section 10), Proactive Complaint Resolution (explained in Section 11), and Customer Support Center (explained herein in Section 9).

Sequoia Wireless is committed to consumer satisfaction by solving issues before they arise. When issues do occur, we would offer excellent customer support through a California-based customer call center with an in-house Technical Support Advisor (“TSA”) team. We aim to answer calls within five minutes during surge periods and two minutes overall.

Sequoia Wireless is committed to providing ready access to customer service with customers having several options to gain access to customer support. They can dial 611 on their device, dial our toll-free support telephone number, send a message via email, or communicate with our support staff via our website chat capabilities.

Sequoia Wireless will submit to the Commission for review and approval of customer service representative scripts prior to usage. We will submit this information to the CPUC California LifeLine Staff at [CaLL\\_marketing@cpuc.ca.gov](mailto:CaLL_marketing@cpuc.ca.gov).

Sequoia Wireless will provide free, unlimited access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine service was originally sold or marketed. Calls to the provider’s customer service shall not count against the participant’s allotted voice minutes or number of calls. Refer to Section 29 (“In-Language Customer Service Support for California LifeLine Service”) to learn more.

We will scale up our customer support center operations by firstly offering 40 hours per week support (9-5 pm) M-F with California-based support. As we scale, we will expand these hours of operation to ultimately become 24/7 365 customer support.

## 10) Commitment to Tracking Customer Satisfaction

Metrics and feedback are valuable methods to illustrate how customers are reacting to the products and services offered. Of 13 California LifeLine Wireless Service Providers, eight had Trustpilot profiles, with only one provider ranked as excellent.<sup>14</sup> Sequoia Wireless would start building our brand recognition by incorporating Trustpilot into our customer engagement. We do this by integrating Trustpilot API into our process, which would send requests for reviews to customers. This will provide our customers the ability to share their

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<sup>14</sup> TruConnect has a TrustScore of 4.3 on 6,814 reviews.

customer-centric experience with others. We are in the process of creating a profile on Trustpilot and being listed among 300 other telecommunication service providers. Our first milestone will be reaching 250 reviews while having a TrustScore above 4.3, while our long-term goal is to join the ranks with TruConnect as a highly trusted telecommunication service provider.

We will enroll in the Better Business Bureau (“BBB”), as its one of the largest and most respected independent business review organizations in North America. Over time, this will add credibility to our products and service, with a long-term focus to reach an A+ rating. BBB boosts consumer confidence that the business has ethical and fair practices, and when things go wrong, we can be relied upon to fix them.

## **11) Commitment to Proactive Complaint Resolution**

The Consumer Affairs Branch (“CAB”) is responsible for resolving appeals and billing issues for California LifeLine participants. CAB received 905 complaints related to California LifeLine Service Providers in 2022. Appendix Table 4 shows a breakdown of complaints. We derive the average subscriber count from California LifeLine Subscribers by Carrier as reported by Maximus in 2022. We can see that 0.09% of California LifeLine Subscribers submitted complaints (i.e., 1 per 1,120 Subscribers). Most complaints were related to two Service Providers while the remaining eleven had 176 complaints (i.e., 1 per 2,784 Subscribers).

Through our customer support channels, we aim to satisfy 99.99% of our Subscribers, with our business success metric to be 0.01% percentage of Subscribers submitting complaints to the CAB. We categorize a “complaint” as having grief, pain, or dissatisfaction with our services. Our TSA’s aim to pinpoint and resolve problems before they arise (proactively) such as when a customer’s allocation of high-speed data has been used for the month, resulting in throttled speed. Our process identifies these potential pain points and actions on those by sending a message to the customer notifying them of their data usage. When a customer contacts our customer call center, and we are able to resolve their issue, we would not classify this contact as a “complaint” as the customer had a successful outcome. If the issue was unresolved causing dissatisfaction, and they choose to submit a written complaint, we would categorize this as a “compliant”. We include in our process a focus to resolve every customer contact, asking the customer if their issue was resolved. We also request their feedback on if the issue was resolved. We invest significantly in providing a white glove experience to timely address all issues. This increases customer retention and prevents the need for customers to reach out to CAB.

## **12) Commitment to CTIA Consumer Code for Wireless Service**

Sequoia Wireless is committed to Consumer Protection by abiding by all applicable state and federal consumer protection, including GO 168, which is the Consumer Bill of Rights Governing Telecommunications Services, and will comply with the CTIA-The Wireless Association’s Consumer Code for Wireless Service, as it is amended, and comply with directions to carriers regarding unlocking of phones.

Sequoia Wireless certifies our compliance with all applicable service quality standards and consumer protection rules, e.g., the Cellular Telecommunications and Internet Association’s

Consumer Code for Wireless Service (“CTIA Consumer Code”). Sequoia Wireless commits to comply with each of the twelve sections of the CTIA Consumer Code to ensure that the Company offers its subscribers the highest level of consumer protection and quality service. The Company’s pledge to provide quality service and to comply with the CTIA Consumer Code confirms its commitment to satisfy all the consumer protection and service quality standards applicable to California LifeLine services. Sequoia Wireless has implemented policies so that it complies with each of the twelve points of the CTIA Consumer Code as followed:

- 1. Discloses rates and terms of service to consumers**
  - ⇒ We disclose all rates and terms of service on our website in accordance with each of the twelve parts outlined in the CTIA Consumer Code.
- 2. Make available maps showing where service is generally available**
  - ⇒ We include a feature on our website ([www.sequoiawireless.com/coverage](http://www.sequoiawireless.com/coverage)) that aligns with the provisions of this section. The functionality allows a consumer to enter a service address to see the coverage area provided with a legend included.
- 3. Provides contract terms to customers and confirm changes in service**
  - ⇒ Our no-contract service plans require customer confirmation in order to proceed with new service or change in existing service.
- 4. Provides a trial period for new service and discloses early termination fees**
  - ⇒ As we are not providing postpaid service plans, and in accordance with the limitations of subsidized government benefit plans, it would not be possible to offer a trial to a customer. A customer may cancel their service without an early termination fee or a usage charge at any time pursuant to program guidelines.
- 5. Provides specific disclosures in advertising**
  - ⇒ We provide disclosures in advertising in accordance with program requirements.
- 6. Separately identify carrier charges from taxes on billing statements**
  - ⇒ As we do not charge the customer for services, due to submitting for reimbursement through the applicable program, there is not a need to provide a billing statement to our customers.
- 7. Provides customers the right to terminate service for changes to contract terms**
  - ⇒ We will provide a 30-day notice of any proposed modification that could affect a customer’s service plan.
- 8. Provides ready access to customer service**
  - ⇒ Customers have several options to gain access to customer support. They can dial 611 on their device, dial our toll-free support telephone number, send a message via email, or communicate with our support staff via our website chat capabilities.
- 9. Promptly responds to consumer inquiries and complaints received from government agencies**
  - ⇒ We will respond to each consumer inquiry within 48 hours and to respond to written consumer complaints from any agency within 30 days.
- 10. Abides by policies for protection of customer privacy**

- ⇒ We will abide by the privacy of the customer information in accordance with the California Consumer Privacy Act (“CCPA”) and will provide consumer rights on our website at [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy).

### **11. Provides consumers with free notifications for voice, data, messaging usage, and international roaming**

- ⇒ We provide free notifications at certain thresholds related to their data allowance usage for the month. We provide unlimited voice and message as standard. At this time, we are not offering international roaming services.

### **12. Mobile wireless device unlocking**

- ⇒ We never lock our devices (i.e., all of our devices are unlocked by default). We provide a notice of our devices always being unlocked within our disclosures.

### **13) Social Media Engagement**

Generating brand value is pivotal to establishing loyalty and community trust. Through an all-in-one social media management platform, powered by Hootsuite<sup>15</sup>, we will generate powerful content for the California LifeLine Program. We have created “Sequoia Wireless” profiles on Facebook<sup>16</sup>, Instagram<sup>17</sup>, LinkedIn<sup>18</sup>, and Twitter<sup>19</sup>. Within the platform, there is a Unified Social Inbox feature, that integrates all four social media networks into one place, to easily manage all incoming social media messages, comments, and reply to reviews and posts.

### **14) Website Development**

Sequoia Wireless is in the process of developing our website to deploy by the end of August. We are also in the process of designing marketing material, posters and brochures, and call center scripts, which we commit to submitting to the CPUC California LifeLine Staff for review and approval prior to publication and distribution. Appendix Table 6 provides a high-level view of the technologies used for our website. Pursuant to 47 USC § 214(e)(1)(B), we will be leveraging our website to advertise the availability of services.

### **15) Request to offer federal Enhanced Lifeline service on Tribal Lands**

Sequoia Wireless requests authority to offer federal Enhanced LifeLine service on Federally Recognized Tribal Lands in California. Pursuant to Resolution T-17729, we have included with this filing the following information as recommended by Commission staff:

#### **A. Describe the areas to be served**

- ⇒ Sequoia Wireless has dedicated over one-hundred and fifty hours thus far into discovery and sourcing data from the Census, Bureau of Indian Affairs (“BIA”), T-Mobile wireless coverage area, and parcel data. From these data sources, we studied

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<sup>15</sup> Hootsuite has close to 1,000 staff members with 16 million users in over 175 countries.

<sup>16</sup> Facebook page [www.facebook.com/sequoiawireless](http://www.facebook.com/sequoiawireless)

<sup>17</sup> Instagram page [www.instagram.com/sequoiawireless](http://www.instagram.com/sequoiawireless)

<sup>18</sup> LinkedIn page [www.linkedin.com/company/sequoiawireless](http://www.linkedin.com/company/sequoiawireless)

<sup>19</sup> Twitter page [www.twitter.com/sequoiawireless](http://www.twitter.com/sequoiawireless)

each of the 109 tribes, piecing together the puzzle of federally recognized tribes:

- 110 federally recognized reservations across 32 counties and 626,503 acres.
  - 103/109 have federally recognized tribes with 104,362 tribal members.
  - 84/109 tribes have 25,598 occupied units totaling 59,776 residents.
  - 95% of statewide occupied tribal units have T-Mobile wireless coverage.
  - 83% of statewide occupied tribal units have broadband internet subscriptions.
- ⇒ Our underlying carrier, T-Mobile, currently provides wireless coverage to 79 federally recognized reservations as part of 73 federally recognized tribes. To account for T-Mobile's rapidly expanding service coverage area, we request authority to offer federal Enhanced LifeLine service in all 103 federally recognized tribes.

**B. Provide a list of geographic service areas**

- ⇒ Attachment L: provides a two page listing of the 103 federally recognized tribes, 110 federally recognized reservations, 626,503 acres of recognized tribal land, and their tribal address. The following three pages list the federally recognized reservations with GEOID, Name, Component, Shape Area, and Shape Length.

**C. Include a map in Shapefile format of the proposed area**

- ⇒ We have obtained a map in Shapefile format containing the federally recognized American Indian Reservations (“AIR”) and Off-Reservation Trust Lands (“ORTL”) that fall within California, as identified by the US Census 2022. These boundaries have been clipped to California so only the portions within the state are included. Shapefiles will be sent directly to the Commission once instructions are sent to us.

**D. Demonstrate compliance with 47 CFR § 54.202(c)**

- ⇒ In compliance with 47 CFR § 54.202(c)(6), we served a copy of this advice letter supplement via email to the Governor’s Office of Tribal Affairs “Federally Recognized Tribal Contact Information” Tribal Contact List adding email addresses we found to the list to ensure all affected tribal governments and tribal regulatory authority was sent a copy of this petition to request authority to offer federal Enhanced LifeLine service on Federally Recognized Tribal Lands in California.
- ⇒ Sequoia Wireless understands the Commission shall send any public notice seeking comment on any petition for designation as an eligible telecommunications carrier on Tribal lands, at the time it is released, to the affected tribal government and tribal regulatory authority, as applicable, by the most expeditious means available.

**E. Public Interest Standard Determination as required by 47 USC § 214(e)(6)(1)**

- ⇒ According to data from the federal Lifeline program, Tribal subscribers totaled 168 in California<sup>20</sup> as of April 1, 2023. According to the California LifeLine Program Assessment & Evaluation (“CLPAE”), relying on currently authorized Service Providers has resulted in virtually no effort to provide outreach to tribal lands regardless of their service capabilities. Research conducted in the areas where

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<sup>20</sup> Access Wireless (1 Subscriber on 4/1/23), AirTalk Wireless (26 Subscribers on 4/1/23), American Assistance (1 Subscriber on 4/1/23), enTouch Wireless (10 Subscribers on 4/1/23), Life Wireless (2 Subscribers on 1/1/23), SafeLink (108 Subscribers on 3/1/23), StandUP (1 Subscriber on 4/1/23), TruConnect (19 Subscribers on 4/1/23).

infrastructure exist revealed no evidence of marketing or outreach for the California LifeLine program. Sequoia Wireless realizes that in order to have engagement with the Tribes, a level of trust must be established and preserved.

- ⇒ Sequoia Wireless has devised a strategy covering five tribes in southern California (Agua Caliente Indian Reservation, Morongo Reservation, Pala Reservation, San Pasqual Reservation, Torres-Martinez Reservation) covering 16,838 occupied households and broken out into multiple phases.
- ⇒ Phase One would consist of our launch in Palm Springs, in which we identified and verified 4,918 households as both occupied and residing on non-gated tribal lands. For context, we went street-by-street on google maps to identify and remove from the initial list 3,379 households as occupied but in gated communities where solicitation is prohibited. From the 3,379, we were able to derive an actionable list of 1,391 USPS-verified owner-occupied addresses (i.e., not rented/leased out) for which we will send a personalized targeted mailer in phase two.
- ⇒ From the 4,918 households, we applied logic using parcel lat/lon, projected answer rates, estimated conversion rates, and customer interaction time all while adding a weight factor to each and topping it off with a buffer to mitigate margin of error. The result is 179 highly optimized block grids of addresses to canvas (i.e., some lists have more addresses as they are nearer while others have fewer as the distance between actionable addresses is greater) and further group these into 8 Tracks.
- ⇒ Sequoia Wireless asserts that through our planning and in-depth research and knowledge, we are committed to nurturing a strong relationship with federally recognized tribes and that our entry would be in the public interest of tribal members.

#### **F. Demonstrate compliance with the California LifeLine Program's rules**

- ⇒ Compliance with the California LifeLine Program's rules are outlined in this filing.

#### **G. Demonstrate compliance with federal Enhanced Lifeline service on Tribal Lands**

- ⇒ Pursuant to 47 CFR § 54.403(a)(3), Sequoia Wireless certifies to pass through the full Tribal lands support amount to the qualifying eligible resident of Tribal lands, defined in 47 CFR § 54.400(e) as a qualifying low-income consumer who meets the qualifications for lifeline as specified in 47 CFR § 54.409 and is living on federally recognized Indian tribe's reservation, pueblo, colony, and other designation defined in 47 CFR § 54.412. Sequoia Wireless further certifies that any non-Federal regulatory approvals necessary to implement the required rate reduction will be obtained prior to offering federal Enhanced Lifeline support on Tribal Lands.

#### **H. Provide a declaration under the assumption no tribal response was received**

- ⇒ Pursuant to 47 CFR § 54.202(c)(6), we sent a copy of this petition to all affected tribal governments and tribal regulatory authority in California. This provides visibility and empowerment to tribal governments and tribal regulatory authorities to be given the choose to return a response on the petition to request authority to offer federal Enhanced LifeLine service on Federally Recognized Tribal Lands in California. If submitting a protest, the protest must set forth the specific grounds on which it is based, including supporting information or legal arguments. A protest or response to the AL Supplement must be submitted to CD within 20 days of the AL

Supplement's date of submission and served on the carrier on the same day.

- ⇒ Anyone, including tribal governments and tribal regulatory authority in California, may protest or respond to this advice letter supplement, which was filed on August 14, 2023, by sending a written protest or response via email [TD\\_PAL@cpuc.ca.gov](mailto:TD_PAL@cpuc.ca.gov) to the Advice Letter Coordinator, Communications Division (CD). Email a copy of the protest or response to this Advice Letter Supplement to Indy Nelson at [indy@sequoiawireless.com](mailto:indy@sequoiawireless.com). To obtain information about CPUC's procedures for Advice Letters and Protests, visit CPUC's website at [www.cpuc.ca.gov](http://www.cpuc.ca.gov) and look for links to General Order 96-B.
- ⇒ Pursuant to Resolution T-17729, we attest to providing the information needed to tribal governments and tribal regulatory authorities on how to return a response directly to the Commission. In the event a tribal government and/or tribal regulatory authority responds, the message will be sent directly to the Commission, releasing the need to provide the respective tribe's responses. Moreover, we stipulate in declaration and conjecture that unless directed otherwise, no further action is needed in relation to whether or not a tribal government and/or tribal regulatory authority did or did not respond to this Advice Letter Supplement filing.

## 16) Compliance with FCC 97-157 (as updated in FCC 11-161<sup>21</sup>)<sup>22</sup>

### A. The service areas for which the carrier is requesting ETC designation including a List of Geographic Service Areas and a map in .shp format showing the proposed service area. For wireless petitioners, the map should identify the location of cell sites and shade the area where the carrier provides commercial mobile radio service or similar service.

- ⇒ The Company is applying for certification to operate as an ETC across California, including on Federally Recognized Tribal Lands, and specifically in areas designated throughout the service areas where T-Mobile provides coverage. The Company is requesting that its ETC certification covers the entire State, including those areas that Sequoia Wireless may serve in the future due to an expansion in T-Mobile's coverage.
- ⇒ Refer to Attachment C-1 for Sequoia Wireless's 5G Service Area and to Attachment C-2 for Sequoia Wireless's LTE Service Area. Shapefiles has compiled a map in .shp format showing the proposed service area and is to be sent directly to the Commission once instructions are sent to us.

### B. An itemized list of the designated services to be provided, i.e.

#### a) Single Party Service

- ⇒ No longer needed as standalone designated service, as it's now a part of the Voice-grade access to the public switched network, pursuant to FCC 11-161 update.

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<sup>21</sup> See [FCC 11-161](#).

<sup>22</sup> From CPUC [Resolution T-17002](#) Comprehensive Procedures and Guidelines for Eligible Telecommunications Carrier Designation, Appendix A Section I, which requires each telecommunications carrier seeking eligible telecommunications carrier designation to file an advice letter with the Commission with information on compliance with [FCC 97-157](#), which this section includes Sequoia Wireless's responses to the information requirements.

**b) Voice-grade access to the public switched network**

⇒ Sequoia Wireless will offer voice-grade access to the public switched network over all distances. Sequoia Wireless will provide, via resale of the network of T-Mobile, voice-grade wireless access to the Public Switched Telecommunications Network (“PSTN”). Voice-grade access to the public switched network is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications.

**c) Local Usage**

⇒ Sequoia Wireless will offer in all service packages in California both local and long-distance domestic service (like most wireless carriers, the Company does not differentiate domestic long distance usage from local usage). In addition, these domestic service minutes will be unlimited. Sequoia Wireless submits that its plans are comparable to those of California incumbents and other wireless ETCs and thus provide competitive choices to qualified consumers.

**d) Dual tone multi-frequency signaling or its functional equivalent**

⇒ No longer needed as standalone designated service, as it’s now part of the Voice-grade access to the public switched network, pursuant to FCC 11-161 update.

**e) Access to emergency services**

⇒ Sequoia Wireless will provide 911 emergency services location accuracy and reliability standards as required in basic service element number 1.2.(d) in Appendix A of Decision 12-12-038. A Subscriber's handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device’s ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.

**f) Access to operator services**

⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Live - Operator Services. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”



- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Automated - Automated Operator. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Person-to-Person - Person-to-Person Operator Assisted. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 15 of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”

**g) Access to interexchange services**

- ⇒ No longer needed as standalone designated service, as it’s now a part of the Voice-grade access to the public switched network, pursuant to FCC 11-161 update.

**h) Access to directory assistance**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services - 411 gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call.(See Schedule of Rates.)”

**i) Toll limitation for qualifying low-income consumers**

- ⇒ Sequoia Wireless does not provide Toll Limitation Service (“TLS”). As is the case with most wireless carriers, Sequoia Wireless does not differentiate domestic long-distance usage from local usage. Pursuant to the FCC’s 2012 Lifeline Reform Order, subscribers to such “all-distance” services are not considered to have voluntarily elected to receive TLS. If, in the future, Sequoia Wireless should offer a LifeLine service that differentiates between local usage and domestic long-distance usage, the Company commits to provide TLS to customers of that service.

**C. A list of any services which the carrier proposes not to provide and for which the carrier is seeking an extension of time**

⇒ Sequoia Wireless would provide all the services required for designation as a wireless-only ETC. Therefore, the Company does not request an extension of time with respect to the provision of any of its proposed services.

**D. An indication of whether the carrier plans to apply for a waiver of the requirement that an ETC not disconnect lifeline for non-payment of toll**

⇒ As Sequoia Wireless plans do not distinguish between local and toll calls, the Company's customers will not be charged "toll" for long-distance calling. Therefore, Sequoia Wireless does not request a waiver in connection with the requirement that ETCs not disconnect LifeLine service for non-payment of toll charges.

**E. A description of the carrier's advertising plan, indicating the advertising media to be used, and an explanation of how it plan meets the advertising requirement in section 214(e) of the Telecommunications Act**

- ⇒ Pursuant to 47 USC § 214(e)(1)(B)<sup>23</sup>, Sequoia Wireless will advertise the availability of its services and charges in a manner reasonably designed to reach California LifeLine-eligible households and intends to advertise using media of general distribution pursuant to federal requirements. The Company expects to advertise the availability of its LifeLine service plans through a variety of media, including informational brochures and flyers, newspapers of specialized circulation, and online and social media channels (refer to Section 13 "Social Media Engagement" to learn more about our commitment to generating brand value through social media engagement). Also, refer to Section 14 "Website Development".
- ⇒ Sequoia Wireless will submit to the Commission for review and approval of all marketing materials including, but not limited to, internet marketing, and posters and brochures, prior to publication and distribution<sup>24</sup>.
- ⇒ Sequoia Wireless proposes to market and distribute in multiple ways: 1) online marketing, 2) in conjunction with ACP service<sup>25</sup> in targeted campaigns in underserved communities, 3) employ a direct sales force and mature our independent sales agent channel to build relationships and establish partnerships with organizations, such as churches, to communicate directly to their membership to provide a deeper approach in how we connect with and enroll subscribers, 4) partner with County Social Service Agencies to integrate California LifeLine into their service offering.

**F. If necessary, implement tariff changes via the advice letter filing process. This provision would not apply to carriers that are not required to maintain tariffs.**

⇒ As a wireless provider, Sequoia Wireless is not currently required to maintain tariffs in California. Pursuant to Commission requirements, the Company would file a rate

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<sup>23</sup> 47 USC § 214(e)(1)(B) "advertise the availability of such services and the charges therefor using media of general distribution."

<sup>24</sup> We will submit this information to the CPUC California LifeLine Staff at [CaLL\\_marketing@cpuc.ca.gov](mailto:CaLL_marketing@cpuc.ca.gov) for review and approval prior to offering service, dissemination, and/or availability to the public.

<sup>25</sup> Refer to Section 8: Offering to Transition ACP Service to California LifeLine Service" for more information on outreach related to transitioning from ACP service.

schedule in connection with its LifeLine services. Subsequently, Sequoia Wireless will comply with Commission procedures for revisions to its rate schedule, using the advice letter filing protocols

**G. If applicable, request additional time to perform network upgrades to provide single-party service, access to E911 service, and/or toll limitation to low income customers.**

⇒ Sequoia Wireless intends to provide service in California using the well-established network resources of its underlying mobile network operator, T-Mobile, to provide single-party service and access to E911 service. Toll limitation is not required as Sequoia Wireless does not differentiate domestic long-distance usage from local usage. As a result, the Company will not require any additional time for network upgrades prior to initiating operations.

**17) Compliance with FCC 05-46 as Revised by the 2012 Lifeline Reform Order<sup>26</sup>**

**A. Commitment to Provide Service**

⇒ Sequoia Wireless will provide LifeLine services on a timely basis to all requesting qualified customers within its designated service area. The Company's service area is defined by the range of its underlying mobile network operator's network. As a result, Sequoia Wireless will be able to service any prospective customer within that service area without expansion or modification to the underlying network.

If Sequoia Wireless determines that it cannot serve a customer, the Company will report the unfilled request within 30 days of making such a determination. At this time, the Company does not have any information to report, as the number of unfilled requests for service from potential customers is zero.

**B. Submission of Two-Year Service Quality Improvement Plan**

⇒ For the purposes of compliance with FCC 05-46, Sequoia Wireless is only applying for ETC designation to offer federal Lifeline discounts to eligible low-income customers and to receive reimbursement for the same from the federal Lifeline fund. The company has no intention of seeking or accepting High-Cost support. Since Sequoia Wireless is not interested in receiving high-cost support, it is exempt from submitting the two-year quality improvement plan, as per the provisions in FCC 12-11.<sup>27</sup>

**C. Ability to Remain Functional: In order to be designated as an ETC, the carrier must demonstrate that it has backup 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.**

⇒ Sequoia Wireless's services will remain functional in emergency situations. The

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<sup>26</sup> From CPUC [Resolution T-17002](#) Comprehensive Procedures and Guidelines for Eligible Telecommunications Carrier Designation, Appendix A Section II, which requires each telecommunications carrier seeking eligible telecommunications carrier designation to file an advice letter with the Commission with information on compliance with [FCC 05-46](#), which this section includes Sequoia Wireless's responses to the information requirements.

<sup>27</sup> See [FCC 12-11](#) ("Lifeline Reform Order"), ¶ 386.

Company will utilize the extensive and well-established T-Mobile network to provide Sequoia Wireless's services. The Company believes that the network of this national carrier is capable of managing traffic spikes that may occur during emergency situations and can reroute traffic in the event of damaged facilities. The Company also understands that T-Mobile has sufficient backup power to ensure functionality if its external power supply is unavailable. T-Mobile will provide the same functionality to Sequoia Wireless and its customers as it provides to its own customers.

#### **D. Consumer Protection<sup>28</sup>**

##### **a) The carrier seeking ETC designation should demonstrate its commitment to meet consumer protection and service quality standards in its application**

- ⇒ The commission requires a wireless ETC to certify that it is complying with all applicable service quality standards and consumer protection rules, e.g., the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service ("CTIA Consumer Code"). Refer to Section 12 "Commitment to CTIA Consumer Code for Wireless Service" for a breakdown on how we comply with each of the twelve points of the CTIA Consumer Code.<sup>29</sup>
- ⇒ Sequoia Wireless hereby certifies to comply with the service requirements applicable to the support that we receive.

##### **b) An ETC applicant should report information on consumer complaints per 1,000 handsets or lines on an annual basis**

- ⇒ On an annual basis, we will provide the following customer support metrics to the Commission, which will provide complete transparency into our delivery of customer satisfaction:

- 1) First Contact Resolution ("FCR") refers to the successful resolution of a customer issue within the customer's first call. Our goal is for 95%+.

Formula:  $\text{Total Number of Reported Issues Resolved on First Call} \div \text{Total Number of Calls}$

- 2) Average Speed of Answer ("ASA") calculates the average time to answer customer calls. Our goal is for the average to be under 5 minutes.

Formula:  $\text{Total Wait Time for Answered Calls} \div \text{Total Number of Answered Calls}$ .

- 3) Average Handle Time ("AHT") is the average amount of time to handle a call from start to finish. It includes hold times and after-call tasks. Our goal is for this to be 6 minutes and 10 seconds.

Formula:  $(\text{Total Talk Time} + \text{Total Hold Time} + \text{Total After-Call Work Time}) \div \text{Total Number of Calls}$

- 4) Total number of Answered Calls

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<sup>28</sup> Refer to Section 24 "Sequoia Wireless commits to the following Consumer Protection" to learn more about additional Consumer Protection commitments.

<sup>29</sup> See CTIA's [Consumer Code for Wireless Service](#) ("CTIA Consumer Code").

- 5) Total number of service tickets
- 6) Total number of consumer complaints (as a percentage of total lines)

**c) A carrier should commit to service the entire service area**

⇒ Sequoia Wireless commits to serving its entire designated service area.

**d) Provide two-year network improvement plans addressing each wire center for which it expects to receive support**

⇒ For the purposes of compliance with FCC 05-46, as revised by the 2012 Lifeline Reform Order, Sequoia Wireless is only applying for ETC designation to offer federal Lifeline discounts to eligible low-income customers and to receive reimbursement for the same from the federal Lifeline fund. The company has no intention of seeking or accepting High-Cost support. Since Sequoia Wireless is not interested in receiving high-cost support, Sequoia Wireless asserts that we are exempt from submitting the two-year network improvement plan.

**E. Local Usage: The carrier should be able to demonstrate that it offers a local usage plan comparable to the one offered by the incumbent LEC in the service areas for which the carrier seeks designation.**

⇒ Sequoia Wireless proposes to offer service plans to California LifeLine subscribers that are comparable both to those offered by incumbent carriers and to the plans offered by other competitive wireline and wireless LifeLine Service Providers. Sequoia Wireless's proposed service offerings to meet or exceed the levels of local usage required to qualify for support through the California LifeLine program.

**F. Equal Access: The carrier should be able to provide equal access if all other ETCs in the service area relinquish their designations pursuant to section 214 (e) (4) of the Act.**

⇒ Sequoia Wireless certifies to provide equal access if all other ETCs in the service area relinquish their designations pursuant to section 47 USC § 214(e)(4).

**G. Public Interest Determination: The carrier should be able to show that the carrier's designation as an ETC is consistent with the public interest, convenience and necessity. Therefore, the ETC applicant should demonstrate: that the designation will increase consumer choices, the advantages and disadvantages of its service offerings, and the absence of creamskimming.**

⇒ Sequoia Wireless asserts that we meet the FCC criteria for the determination of public interest including that the benefits of increased competitive choice and the unique advantages and disadvantages of the carrier's service offering and submits that: (1) designating Sequoia Wireless as an ETC will increase customer choices and serve the public interest because it increases consumer choices for low-income populations in a wide service area; (2) there are a number of advantages to our service offering such as convenience, security with mobility, E911 access, high-quality wireless service alternative, exceptional customer service by prioritizing customer experience and low Top-Up cost compared to other service providers; (3) creamskimming is not a concern consistent with FCC holdings, "creamskimming is not a public-interest consideration in the Lifeline context, whether the competing carrier is offering

wireline or wireless service.”<sup>30</sup>

## 18) Demonstration of Financially Capable and Technically Feasible<sup>31</sup>

The FCC’s rules require that a carrier requesting ETC designation must demonstrate that it is financially and technically capable of providing the Lifeline service.<sup>32</sup>

### A. Demonstrate its financially capable of providing Lifeline service by revealing detailed information on Sequoia Wireless. Among relevant considerations for such a showing would be whether Sequoia Wireless:

#### ▪ Intends to rely exclusively on USF disbursements to operate

⇒ **NO:** Sequoia Wireless does intend to rely exclusively on USF disbursements to operate. With Lifeline-only ETC and California LifeLine Wireless Service Provider, we would have licenses to collect support from two separate funding sources: federal Universal Service Funds (“USF”) supports federal Lifeline support and federal Enhanced Lifeline service on tribal lands while the Universal LifeLine Telephone Service Trust Administrative Committee Fund (“ULTSTACF”) supports California LifeLine Wireless service. We assert that as support is funded through two separate funding sources, this would mean we would not intend to rely exclusively on USF disbursements to operate.

#### ▪ Receives or will receive revenue from other sources

⇒ **YES:** We intend to offer accessories and gadgets as value adds to customers, will offer Top-Up plans at \$5/GB, and are designing a device buyback program to offer secondary market device purchases from both our customers and those of the open market, which we would refurbish and offer to our customers through an upgrade program. We also are also working on a revenue stream model to pre-app download onto devices we provide to our customers.

#### ▪ Whether it has been subject to enforcement action or ETC revocation proceedings in any state

⇒ **NO:** Sequoia Wireless has not been subject to enforcement action or ETC revocation proceedings in any state nor is any case pending.

### B. Demonstrate its technically feasible of providing Lifeline service based on existing technology compatible with Sequoia Wireless’s Underlying Carriers’ existing network in compliance with the Commission’s rules. Among relevant considerations for such a showing would be whether Sequoia Wireless

#### ▪ Previously offered services to non-Lifeline consumers

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<sup>30</sup> See, e.g., Telecommunications Carriers Eligible for Support, Lifeline and Link-Up Reform, WC Docket Nos. 09-197, 11-42, Memorandum Opinion and Order, 28 FCC Rcd 4859, ¶ 13 (2013).

<sup>31</sup> Pursuant to 47 CFR § 54.5 (Technically feasible) “Technically feasible” means capable of accomplishment as evidenced by prior success under similar circumstances. For example, preexisting access at a particular point evidences the technical feasibility of access at substantially similar points. A determination of technical feasibility does not consider economic, accounting, billing, space or site except that space and site may be considered if there is no possibility of expanding available space.

<sup>32</sup> [FCC 12-11](#) ¶ 388.

- ⇒ **YES:** Sequoia Wireless is about to begin a 28-day canvassing campaign, in Palm Springs which we will contact all 4,918 households by way of 179 block grids that have each been assigned an order and scheduled to a day (i.e., between day-1 and day-28). All of this data will be uploaded on our cloud-based grid-mapping software, which will be used to identify the correct address to make contact with either through a pitch (when someone is home) or by leaving a door hanger for those, not home. The result of each touchpoint is then entered into the mapping software, thus tracking the progress and recording the outcome of each household throughout the route. After each block grid is complete, we will compile the results and determine if further action is needed in the block grid.
- **How long it has been in business**
  - ⇒ **<1Y:** Sequoia Wireless was incorporated in California and received our license to operate as a wireless service provider in 2023.
- **Has made a business case to serve a certain market in a state prior to receiving federal Lifeline subsidies**
  - ⇒ **YES:** Sequoia Wireless has developed a business case for underserved tribal households starting out by covering five tribes in southern California (Agua Caliente Indian Reservation, Morongo Reservation, Pala Reservation, San Pasqual Reservation, Torres-Martinez Reservation) covering 16,838 occupied households and broken out into multiple phases. According to data from the federal Lifeline program, Tribal subscribers totaled 168 in California as of April 1, 2023, providing the idle opportunity with a defined certain market.
- **Can show that technical resources capable of meeting the needs of a proposed system can be acquired by the operator in required time and has technical knowledge, equipment, material, and resources available in the marketplace are expected to be sufficient to develop and implement Lifeline service**
  - ⇒ **YES:** Telgoo5 provides the technical expertise to properly integrate, configure and provision our Core Systems comprised of Business Support System (“BSS”), Operations Support System (“OSS”), and NSS. Telgoo5 would be our Service Provider to integrate with the California LifeLine Administrator’s systems and ensure the provisioning process is consistent with and in compliance with the enrollment process, validation checks, transmission requirements, and efforts to prevent waste, fraud, and abuse and would integrate with the and Lifeline Claims System (“LCS”) for federal Lifeline fund claims. Through this, we have access to a Scrum Team to provide additional technical resources as needed. During the ETC review process, Sequoia Wireless will actively be engaged in provisioning new subscribers in California with ACP service, which would demonstrate accomplishment of providing successful service as evidenced by success under the ACP program.

## 19) Lifeline Compliance Plan

Section 214(e)(1)(A) of the Communications Act provides that an ETC must provide services “using its own facilities or a combination of its own facilities and resale of another carrier’s

services.”<sup>33</sup> Pursuant to the FCC’s 2012 Lifeline Reform Order, however, resellers are granted blanket forbearance from this facilities requirement, subject to conditions, in connection with limited ETC designation to participate in the Lifeline program<sup>34</sup>. The FCC conditioned blanket forbearance on the reseller’s compliance with certain ETC obligations, including providing 911 and E911 service regardless of activation status and prepaid minutes available, providing E911-compliant handsets, and replacing E911 non-compliant handsets at no charge to the Lifeline customer. In addition, the reseller must adhere to an FCC-approved compliance plan that includes specific information about the reseller’s service offerings and that outlines the measures that the reseller will take to implement the obligations established in the 2012 Lifeline Reform Order.

Sequoia Wireless submitted its Compliance Plan to the FCC on July 18, 2023, and resubmitted a revised Compliance Plan to the FCC on August 14, 2023, outlining the measures it would take to implement the conditions imposed by the FCC in its 2012 Lifeline Reform Order. A copy of the submitted FCC compliance plan filing is included as Attachment K. In addition, Sequoia Wireless requested forbearance from the facilities' requirement pursuant to the 2012 Lifeline Reform Order, in which the Commission found that blanket forbearance of the facilities' requirement, subject to certain public safety and compliance obligations, is appropriate for carriers seeking to provide Lifeline-only service.

The Company respectfully requested that the Commission expeditiously review and approve its Compliance Plan and grant forbearance from the facilities' requirement pursuant to the 2012 Lifeline Reform Order.

## 20) California LifeLine Background

The California Legislature directed the CPUC to ensure the California LifeLine Program has consumer protection in place and is competitively neutral.

During the past 4 years<sup>35</sup>, the California LifeLine Wireless subscriber count has seen a negative 8.92% compound annual growth rate (“CAGR”). In April 2023, Wireless Subscriber Count reached an eight-year low at 949,702. Within the past 4-years, only two new Wireless Service Providers were authorized and have since enrolled subscribers<sup>36</sup>. In Resolution T-17499<sup>37</sup>, it was anticipated that by FY 2016-17, there would be at least 20 California LifeLine wireless providers participating in the program. As of FY 2023-24, there were 13 California LifeLine wireless providers authorized with enrolled subscribers in the program.

According to the California LifeLine Program Assessment & Evaluation (“CLPAE”)<sup>38</sup>, there are 3,785,766 eligible households in California. As of April 2023, California LifeLine had a

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<sup>33</sup> See 47 USC § 214(e)(1)(A).

<sup>34</sup> 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, 27 FCC Rcd 6656, ¶ 368 (2012) (“2012 Lifeline Reform Order”).

<sup>35</sup> From May 2019 California LifeLine Wireless enrollment of 1,380,295 to April 2023 California LifeLine Wireless enrollment of 949,702.

<sup>36</sup> Excess Telecom, Inc. (Excess Telecom) (U-4476-C) in May 2021, and IM Telecom, LLC, dba Infiniti Mobile (U-4457-C) in June 2022.

<sup>37</sup> Resolution T-17499. Approval of Fiscal Year 2016-2017 California LifeLine Program Budget dated 10/27/2015 with statistics as of July 31, 2015.

<sup>38</sup> Estimates produced above by the national Lifeline TPA, reported in the California LifeLine Program Assessment & Evaluation, 2022, p. 26.



total enrollment of 1,115,841. This equates to a 29.5% participation rate. In comparison, CalFresh had a 70% participation rate.<sup>39</sup>

CPUC asserts in D.10-11-033<sup>40</sup> that the Commission has long considered the 95 percent<sup>41</sup> subscribership goal as the best measure of affordability when evaluating universal service programs, including California LifeLine. Experimental data from the 2020 ACS show that while 94% of Californian households overall had internet access of any kind, including via cell phone, access lowers to 80% for Latino households, 83% for Black households, and 76% for those households with annual income below \$50,000 (76%). Households headed by non-college graduates (80%) were less likely to report access in 2020 and are more likely to be eligible for California LifeLine.<sup>42</sup>

## 21) California LifeLine Program Requirements

### A. A valid, active operating authority issued by the CPUC

⇒ Sequoia Wireless was granted its Wireless Identification Registration (“WIR”) number U-4565-C on June 7, 2023.

### B. Current in its remittance of CPUC User Fees and Public Purpose Program Surcharges

⇒ Sequoia Wireless is current and has had no lapses in collecting and remitting Public Purpose Program Surcharges and CPUC User Fees.

### C. Their proposed offerings meet the CPUC’s LifeLine service elements

⇒ Refer to Section 29 titled “Service Elements” for information on how our proposed offerings meet each of the California LifeLine wireless service elements.

### D. Disclosures, schedule of rates, and charges terms and conditions are thorough and consistent with state and federal rules

⇒ Refer to the attached schedule of rates and charges and terms and conditions (which includes disclosures). Each is thorough and consistent with state and federal rules.

### E. Marketing and selling methods are consistent with D.14-01-036 and 47 CFR § 54.405(b)

⇒ We attest that our marketing and selling methods are consistent with D.14-01-036 and 47 CFR § 54.405(b).

⇒ Refer to Section 8: Offering to Transition ACP Service to California LifeLine Service” for more information on outreach related to transitioning from ACP service.

⇒ Refer to Section 13: Social Media Engagement to learn more about our commitment to generating brand value through social media engagement.

⇒ Sequoia Wireless will clearly label its approved wireless telephone service plans as

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<sup>39</sup> See <https://www.fns.usda.gov/usamap#>.

<sup>40</sup> See, under Section 5.1, Methodology to Calculate California LifeLine Subsidy.

<sup>41</sup> See, Affordability Study of 2010, Volume 1, Table 1.16, and Volume 2, 6.1 through 6.5.

<sup>42</sup> See, <https://www.ppic.org/wp-content/uploads/jtf-californias-digital-divide.pdf>.

“California LifeLine wireless service plans” and refer to the California LifeLine Program, where applicable, in Sequoia Wireless’s terms and conditions, disclosures, website, and marketing materials.

- ⇒ Sequoia Wireless will submit to the Commission for review and approval of all terms and conditions, disclosures, and marketing materials including, but not limited to, customer service representative scripts, internet marketing, and posters and brochures, prior to publication and distribution. We will submit this information to the CPUC California LifeLine Staff at [CaLL\\_marketing@cpuc.ca.gov](mailto:CaLL_marketing@cpuc.ca.gov) for review and approval prior to offering service, dissemination, and/or availability to the public.

**F. Their provisioning process is consistent with and in compliance with the California LifeLine Administrator’s enrollment process, validation checks, transmission requirements, and efforts to prevent waste, fraud, and abuse**

- ⇒ We have a contractual software license and billing systems support agreement with Telgoo5 for billing and software systems. Telgoo5 currently provides core systems for several California LifeLine Wireless Providers. They would provide the expertise to provision our environments, setup the proper configurations and API integrations with the California LifeLine Administrator, and provide the system backend to align with the California LifeLine Administrator’s enrollment process, validation checks, transmission requirements, and efforts to prevent waste, fraud, and abuse.
- ⇒ Since Sequoia Wireless is offering prepaid wireless service, it is exempt from California LifeLine Program’s pre-qualification requirement.
- ⇒ Sequoia Wireless will work with the California LifeLine’s Administrator to enroll and determine eligibility before providing services in California.
- ⇒ Sequoia Wireless proposes to market and distribute new or refurbished data-capable handsets to California LifeLine participants in multiple ways: 1) online marketing, 2) in conjunction with ACP service in targeted campaigns in underserved communities, 3) employ a direct sales force and mature our independent sales agent channel to build relationships and establish partnerships with organizations, such as churches, to communicate directly to their membership to provide a deeper approach in how we connect with and enroll subscribers, 4) partner with County Social Service Agencies to integrate California LifeLine into their service offering, 5) provide a Subscriber Identity Module (“SIM”) card if subscribers use their own device, 6) mail the device when applicable.
- ⇒ Sequoia Wireless commits to comply with the California LifeLine Administrator’s enrollment and eligibility processes and will not seek reimbursement for the service until the customer is determined eligible, is properly enrolled in the California LifeLine Program, and has used their service (i.e., customer usage).
- ⇒ Sequoia Wireless will make all plans and handsets available to California LifeLine participants.
- ⇒ D.14-01-036 requires that the discount for the pre-paid telephone service begin with the date of application approval notification or the service activation date, whichever is later. Sequoia Wireless proposes to distribute handsets upon the consumer’s completion of the enrollment process.
- ⇒ Sequoia Wireless will utilize Telgoo5 electronic enrollment application, which will

store and manage customer data for wireless California LifeLine service providers. They automate the process of gathering and analyzing data of California LifeLine customers for several service providers that provide California LifeLine services.

- ⇒ Prior to submission to the California LifeLine Administrator, Sequoia Wireless will use the Status Code 53 Process<sup>43</sup> for its sales channels, including in-person enrollment.
- ⇒ Sequoia Wireless understands that, if granted authorization, we would be in the preliminary stages of becoming and operating as a California LifeLine provider. We are committed to working closely with the Administrator and CPUC Staff to finalize our provisioning process and solidify its understanding of the program's processes prior to launching California LifeLine services.

## **22) California LifeLine Plans Comparison Chart**

- A.** Attachment A provides the California LifeLine Plans Comparison Chart.
- B.** There are no additional retail plans that meet or exceed the California LifeLine service elements which the submitted Comparison Chart does not include.
- C.** Proposed California LifeLine wireless service plans would be offered on a pre-paid basis.
- D.** Attachment B provides Sequoia Wireless's Schedule of Rates and Charges.

## **23) California LifeLine Terms and Conditions, Disclosures, Policies**

- A.** Attachment D provides our California LifeLine Terms and Conditions and Disclosures.
- B.** Attachment J provides our Affordable Connectivity Program Terms and Conditions for plans that include ACP.
- C.** Attachment E provides our Accessibility Policy including Hearing Air Compatibility and Telecommunications Relay Service (TRS).
- D.** Attachment F provides our California Emergency Relief Plan, filed with CPUC on July 5, 2023, under Advice Letter 2.
- E.** Attachment G provides our Open Internet Policy.
- F.** Attachment H provides our Privacy Policy.
- G.** Attachment I provides our Website Terms of Use.
- H.** Attachment M provides our Acceptable Use Policy
- I.** Attachment N provides our Digital Millennium Copyright Act Policy
- J.** Attachment O provides our Freedom of Choice Policy
- K.** Attachment P provides our Net Neutrality Policy

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<sup>43</sup> The Administrator developed a special process, "Status Code 53 Process," for telephone service providers offering pre-paid telephone services waiving the pre-qualification requirement. The Status Code 53 Process requires California LifeLine providers to send an updated record with the Service Start Date and telephone number to the Administrator. California LifeLine providers are only supposed to send this particular type of update record after confirming the consumer has made an outbound call.

## 24) Affirmative Statements of Compliance

**Pursuant to the Commission’s February 14, 2014, Guidance for Service Providers Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036, Sequoia Wireless affirmatively agrees to the following commitments:**

- A. Sequoia Wireless will comply with the CPUC’s rules, orders, and decisions, including General Order 153 and Decision 14-01-036, and the California Public Utilities Code.
- B. All plans, including bundled service, promotional service, and family plans, that meet or exceed the minimum service elements and are consistent with California LifeLine rules will be eligible for the California LifeLine discounts.
- C. Sequoia Wireless will make available to California LifeLine participants all handsets on the same basis as to retail customers.
- D. Sequoia Wireless will provide free, unlimited access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine service was originally sold or marketed. Calls to the provider’s customer service shall not count against the participant’s allotted voice minutes or number of calls.
- E. Sequoia Wireless will provide free, unlimited access to 611 for service provider billing and repair services without counting these calls to 611 against the participant’s allotted voice minutes or number of calls.

Additionally, Sequoia Wireless will provide California LifeLine subscribers with all required disclosures as identified in the Commission’s resolutions and in the California LifeLine Order. A draft of these disclosures is provided with our California LifeLine Terms and Conditions in Attachment D from Page 13 on.

## 25) Sequoia Wireless commits to the following Consumer Protections<sup>44</sup>

- **4.13.1. California LifeLine Service Unbundled Obligation**
  - ⇒ Sequoia Wireless will offer at least one plan meeting California LifeLine wireless service elements on an unbundled basis, i.e., without any data and/or video services. This plan, as with all of Sequoia Wireless’s plans, will include caller ID, voicemail, and call waiting, at no additional charge.
- **4.13.2. California LifeLine Services in Bundled Plans**
  - ⇒ The Company will offer potential and existing California LifeLine participants the choice to apply the California LifeLine discount to any bundled service plan eligible for state support, including all promotional service or family plans that include California LifeLine telephone service consistent with California LifeLine rules.
- **4.13.3. Free and Unlimited Calls to Special Service N11 Numbers**
  - ⇒ Sequoia Wireless will provide unlimited and free access to the following three-digit special service numbers: 211, 311, 511, 611, 711, 811, and 911.

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<sup>44</sup> Pursuant to [D.14-01-036](#).

- **4.13.4. Prohibition on Penalties Associated with Paying Telephone Bills**
  - ⇒ The Company will not assess a fee to participants for paying their bills in person at a provider’s retail location by cash, check or other form of payment. Sequoia Wireless will offer its LifeLine service on a post-paid, discounted free basis or on pre-paid basis for plans that include a co-pay (none are proposed at this time) and its top-up services on a prepaid basis only. The Company will not assess any type of fee based upon the customer’s method of payment.
- **4.13.5. Contract Termination and Equipment Return Policy**
  - ⇒ Subscribers to Sequoia Wireless’s California LifeLine service will have the ability to terminate service for any reason within 14 days of service activation without incurring any charges, including an early termination fee. The Company will not assess any early termination fees on its LifeLine subscribers.
- **4.13.6. Equivalent Rates for Purchasing Additional Voice Minutes**
  - ⇒ Because Sequoia Wireless’s plans each offer unlimited minutes, its LifeLine customers will not need to purchase additional minutes.
- **4.13.7. Equivalent Handsets**
  - ⇒ Sequoia Wireless will offer its handsets to LifeLine customers at rates, terms and conditions that are the same or better than those offered to retail non-LifeLine customers. The Company will offer either a Wi-Fi capable smartphone handset or a SIM Card for use with Bring Your Own Device (“BYOD”) will be provided to new LifeLine customers at no charge; however, any LifeLine customer that wishes to purchase a different handset from among the selection available to the Company’s California retail customers may do so pursuant to the same or better terms than those applicable to retail customers. A full description of our device offerings is explained in a separate section.
- **4.13.8. Free Blocking of One-Time Free Billing Adjustment for 900/976 Information Services**
  - ⇒ Sequoia Wireless will provide free blocking of 900/976 information services and provide participants a one-time free billing adjustment for 900/976 information services charges inadvertently or mistakenly incurred, or without authorization.
- **4.13.9. Prominently Disclose and Disseminate Terms and Conditions**
  - ⇒ Sequoia Wireless will post its terms and conditions of service prominently on its website and will make these materials accessible in other formats.
- **4.13.10. Equivalent Terms of Sale**
  - ⇒ Sequoia Wireless commits to offer California LifeLine telephone plans on the same basis as plans offered to our retail customers except as provided in D. 14-01-036.

## **26) CPUC Authority to Offer Telecommunications Services in California**

### **Pursuant to the Commission’s February 14, 2014, Guidance for Service Providers**

**Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036, provide answers to the following five questions:**

- **Is the CPUC-designated WIR holder also an ETC**
  - ⇒ Join LifeLine, LLC (U-4565-C), dba Sequoia Wireless (Sequoia Wireless) is not currently an ETC.
- **If the WIR holder is a federal Lifeline wireless ETC, will the currently approved federal Lifeline wireless plans still be offered in conjunction with the California LifeLine wireless plans identified below**
  - ⇒ Not yet applicable as Sequoia Wireless is not currently a federal Lifeline wireless ETC.
- **Indicate the date the CPUC granted the WIR**
  - ⇒ Join LifeLine, LLC was granted its Wireless Identification Registration (“WIR”) number U-4565-C on June 7, 2023.
- **Does the WIR holder have any lapses in collecting and remitting any public purpose program surcharges and CPUC user fees**
  - ⇒ No, Join LifeLine, LLC is current and has had no lapses in collecting and remitting Public Purpose Program Surcharges and CPUC User Fees.
- **Identify whether the California LifeLine wireless services of which are the subject of this advice letter will be provided as part of the service provider’s COLR obligations**
  - ⇒ All proposed plans meet or exceed the minimum service elements and are consistent with California LifeLine rules. Sequoia Wireless would apply the applicable support to the plan chosen by the California LifeLine Subscriber. Additionally, the California LifeLine Service elements do not alter any of the responsibilities adopted for Carriers of Last Resort (“COLR”) in D.12-12-038, including the requirement that telephone service must work inside the Residence.

**27) Additional Federal Regulatory Compliance**

**A. Title 47 CFR § 54.11**

- ⇒ Pursuant to the requirement to remove and replace under this section, we would submit certification prior to receiving a funding commitment or support that we do not use covered communications equipment or services that is on the Covered List maintained pursuant to § 1.50002 of this chapter and as defined in the Report and Order of the Commission in the matter of Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs (FCC 19–121; WC Docket No. 18–89; adopted November 22, 2019 (in this section referred to as the 'Report and Order') or as determined to be covered by both the process of the Report and Order and the Designation Orders of the Commission on June 30, 2020 (DA 20–690; PS Docket No. 19–351; adopted June 30, 2020) (DA 20–691; PS Docket No. 19–352; adopted June 30, 2020) (in this section collectively referred to as the 'Designation Orders'). This certification would be submitted within one year

after the date the Commission releases a Public Notice announcing that applications are accepted for filing in the corresponding filing window of the Reimbursement Program per § 1.50004(b) for the removal, replacement, and disposal of associated covered communications equipment and services.

## **28) Additional California Regulatory Compliance**

### **A. Bring your own Device**

⇒ In accordance with GO 138 § 1.5, we will maintain a list of customer-provided equipment that is compatible with our underlying carrier’s network. Compatible devices are defined as a Bring Your Own Device (“BYOD”). Upon request by the Commission, we would provide a list of devices applicable to be connected to our underlying carrier’s network and minimum specifications for the connection of customer-provided equipment.

### **B. Wireless Coverage Map**

⇒ In accordance with GO 133-D § 5, we provide a wireless coverage map on our website at [www.sequoiawireless.com/coverage](http://www.sequoiawireless.com/coverage) to show where users may expect to receive coverage. Refer to Attachment C for Sequoia Wireless’s Service Area.

### **C. File and Maintain Schedules**

⇒ In accordance with D.12-12-038, Sequoia Wireless will file and maintain schedules with the Commission by a Tier 2 Advice Letter for our basic service offerings, which will include basic service rates, charges, terms, and conditions. These will also be made publicly available via our website.

### **D. Nondiscriminatory Basis**

⇒ In accordance with D.12-12-038, Sequoia Wireless will offer service plans on a nondiscriminatory basis to all residential households within our defined service territory.

### **E. Never a Contract or Early Termination Fee**

⇒ In accordance with D.12-12-038, Sequoia Wireless’s basic service will never have a contract nor early termination penalties and be offered on a monthly basis.

## **29) In-Language Customer Service Support for California LifeLine Service**

### **A. Identify the basis upon which the in-language customer service support will be provided to California LifeLine participants**

⇒ Built into our customer-facing website<sup>45</sup> will be a translation API, such as Weglot<sup>46</sup>, that will detect and translate all website content into all seven offered foreign languages pursuant to GO § 6.1.1.2: Cantonese, Japanese, Korean, Mandarin, Spanish, Tagalog, and Vietnamese. This also provides the content to be fully SEO-

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<sup>45</sup> Sequoia Wireless website is [www.sequoiawireless.com](http://www.sequoiawireless.com).

<sup>46</sup> Weglot is a Translation as a Service provider that is trusted by more than 50,000 website owners.

optimized, expanding the multilingual site to reach a wider audience of eligible households.

- ⇒ Identified in CLPAE<sup>47</sup> was the evaluation of Households with individuals who speak languages other than English as being disproportionately underserved in the state with an overall estimated enrollment rate of four percent of the eligible households<sup>48</sup>. Of the California Wireless Service Providers, most offered Spanish, but none offered other languages. We would be the first to offer website translation in all ten languages. There are approximately 528 thousand limited-English-speaking eligible households that are underserved in California.<sup>49</sup>

**B. Will the service provider be using the language in which the service provider sold the California LifeLine services as the basis? Yes or No.**

- ⇒ Yes, when Sequoia Wireless enrolls subscribers in a language other than English as the basis, we will ensure the language used to enroll the subscribers is fully supported on our website and through our customer call center.

**C. Will the service provider be using the language in which the service provider marketed the California LifeLine services as the basis? Yes or No.**

- ⇒ Yes, when Sequoia Wireless markets to consumers in a language other than English, we will ensure the language used in the marketing is fully supported on our website and through our customer call center.

**D. Identify the non-English languages in which customer service support will be provided by California LifeLine services**

- ⇒ We will offer website translation into all seven offered foreign languages pursuant to GO § 6.1.1.2: Cantonese, Japanese, Korean, Mandarin, Spanish, Tagalog, and Vietnamese. We also aim to use technology in our call centers to provide the capability of real-time voice translation to better assist our subscribers.

**E. Identify the methods of which California LifeLine Services will be marketed**

- ⇒ Sequoia Wireless will market California LifeLine in conjunction with ACP service in targeted campaigns in underserved communities through mailers.
- ⇒ Employ a direct sales force and mature our independent sales agent channel to build relationships and establish partnerships with organizations, such as churches, to communicate directly to their membership to provide a deeper approach in how we connect with and enroll subscribers.
- ⇒ Partner with County Social Service Agencies to integrate California LifeLine into their service offering such as with CalFresh. When a customer is applying for benefits in the county office, the county could offer to help them apply for California LifeLine. This would target the right demographic of those eligible.

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<sup>47</sup> California LifeLine Program Assessment & Evaluation, Appendix E. Review of LifeLine Service Provider Websites and Marketing Materials, subset titled “Language Accessibility”, p 132, Filled 5/20/22.

<sup>48</sup> [California LifeLine Program Assessment & Evaluation](#), p 9, Filled 5/20/22.

<sup>49</sup> [California LifeLine Program Assessment & Evaluation](#), p28, Filled 5/20/22.



### 30) Service Elements of California LifeLine Wireless

The California LifeLine service elements for wireless telephone services are as follows<sup>50</sup>:

**A. The provider must offer Subscribers the ability to place and receive voice-grade calls over all distances utilizing the public switched telephone network or successor network**

⇒ Listed on Page 10 of California LifeLine Terms and Conditions “Voice-grade access to the public switched network over all distances. Sequoia Wireless will provide, via resale of the network of T-Mobile, voice-grade wireless access to the Public Switched Telecommunications Network (“PSTN”). Voice-grade access to the public switched network is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications.”

**a) The provider must, at a minimum, enable calls to be sent and received within a local exchange or over an equivalent or larger-sized local calling area**

⇒ Listed on Page 1 of Schedule of Rates and Charges “Local Calls - Any call, text message or other connection made to a location in your local calling area.”

⇒ Listed on Page 9 of California LifeLine Terms and Conditions “Local Usage. As part of the voice-grade access to the PSTN, Sequoia Wireless provides unlimited minutes of use for local service at no additional charge to end-users. The FCC has determined that a carrier satisfies the local usage requirements when it offers customers rate plans containing varying amounts of local usage.”

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “2. Calls within a local exchange or over an equivalent or larger-sized local calling area. Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls within a nationwide coverage area, currently using T-Mobile wireless network. Domestic voice calls are not distance sensitive; a customer does not pay more for making a domestic long-distance call than for a call within their local exchange area.”

**b) The provider must provide a voice-grade connection to the public switched telephone network or successor network**

⇒ Listed on Page 1 of Schedule of Rates and Charges “Nationwide Domestic Long Distance - Any call, text message or other connection made to a location outside your local calling area.”

⇒ Listed on Page 10 of California LifeLine Terms and Conditions “Voice-grade access to the public switched network. Sequoia Wireless will provide, via resale

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<sup>50</sup> **From Page 6** “General Instructions for the Schedule of Rates and Charges, Terms and Conditions, and Disclosures.” **Number 1** “Specifically denote where and indicate how in the included schedule of rates and charges, terms and conditions, and/or disclosures each proposed California LifeLine wireless service plan complies with each California LifeLine wireless service element in Appendix A-2 of General Order 153.” **From Memorandum Date:** February 14, 2014. **To:** Service List for Rulemaking 11-03-013, California LifeLine Program (California LifeLine) Administrative Committee Members, and California LifeLine Working Group Members. **From:** Public Utilities Commission—San Francisco – Communications Division. **Subject:** Guidance for Service Providers Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036.

of the network of T-Mobile, voice-grade wireless access to the Public Switched Telecommunications Network (“PSTN”). Voice-grade access to the public switched network is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications.”

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “3. Voice-grade connection to the public switched telephone network. Through its wholesale agreements, Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network.”

**c) The provider must disclose to each Subscriber before activating service that they are entitled to a voice-grade connection and the conditions under which the Subscriber may terminate service without penalty if one cannot be provided**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “4. Disclosures regarding voice-grade connection. Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty.”

**d) If at any time, a Subscriber fails to receive a voice-grade connection and notifies the provider, the provider is required to (1) promptly restore the voice-grade connection, or if not possible (2) provide telephone service to that Subscriber using a different technology if offered by the provider and if the Subscriber agrees; or (3) allow the Subscriber to discontinue service within 14 days of service activation without incurring early termination fees, if applicable. The provider shall also refund in full any applicable Service Connection/Activation Charges and deposits if a Subscriber terminates service within three days of service activation, excluding national holidays. These rules also do not preclude the Subscriber from terminating service for any reason within 14 days of service activation without incurring early termination fees. Nothing in these rules alters or modifies the service obligation of a COLR to ensure continuity and functionality of Basic Service within the Residence.**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “5. Response to notification of no voice-grade connection. If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications.”

**B. The provider must provide free, unlimited access to 911 emergency services, in compliance with current state and federal laws and regulations**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “911 – Emergency Services. Emergency call number based on location information available. \$0.00”
- ⇒ Listed on Page 11 of California LifeLine Terms and Conditions “Calls to 911 and customer service (by dialing 611) are free and do not count against available minutes, which are unlimited on our plans. Roaming and International calling is not permitted on any available Sequoia Wireless plan. International dialing is blocked. International text messages is not available.”
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “6. Free unlimited access to 911/E -911. Sequoia Wireless does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated handsets, regardless of whether there are minutes available for use under the plan.”

**a) Each provider must provide its potential and existing customers information regarding its 911 emergency services, in compliance with current state and federal laws and regulations**

- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “3. 911 emergency services location accuracy and reliability standards as required in basic service element number 1.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device’s ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.”

**C. The provider shall offer a choice of the following bundled voice and broadband California LifeLine plans with unlimited voice minutes and domestic text messaging:**

**a) Basic California LifeLine plan: at least 4.5 GB of broadband data per month, that meets or exceeds the Federal Communications Commission minimum service standard for speed**

- ⇒ As our Standard plan provides 6 GB of broadband data for the same price as we would offer a 4.5 GB basic plan, there was no need to create a lesser plan for subscribers, as we want to provide the best value to our subscribers.

**b) Standard or Family California LifeLine plan: at least 6 GB of broadband data per month, that meets or exceeds the Federal Communications Commission minimum service standard for speed**

⇒ Listed on Page 1 of the Comparison Chart as High-Speed Data Speeds of 4G LTE / 5G High-Speed with unlimited data thereafter at 3G Speed, which is also listed on Page 3 in the Schedule of Rates and Charges.

**D. The provider may not assess a conversion charge or claim reimbursement when a Subscriber chooses to switch from one LifeLine plan to a different LifeLine plan offered by the same provider**

⇒ Listed on Page 2 of Schedule of Rates and Charges “Discounted Activation Fee - A one-time fee to activate service or transfer from another service provider.”

⇒ Listed on Page 8 of California LifeLine Terms and Conditions “Service Connection/Activation Charge - Sequoia Wireless’s service plans are subject to a \$39 activation fee for non-tribal Households and \$39 for Tribal Households. This non-recurring charge is for the installation or activation of service and is charged to the Customer applying for such service. The California LifeLine Program provides a benefit not more than twice per year of \$39. Sequoia Wireless will seek the \$39 activation reimbursement from the California LifeLine Program no more than two times annually per eligible California LifeLine household in accordance with D.14.01-036. In the event a LifeLine participant is deemed ineligible, Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39”.

⇒ Listed on Page 11 of California LifeLine Terms and Conditions “All Sequoia Wireless California customers are subject to a non-recurring \$39.00 activation fee when initiating service with the Company or switching from another provider to the Company for Non-Tribal Households and \$39 for Tribal Households. Sequoia Wireless will not assess a conversion charge or claim reimbursement when a Subscriber chooses to switch from one LifeLine plan to a different LifeLine plan offered by us. If the customer is approved for California LifeLine by the California LifeLine Administrator, the customer will receive a \$39.00 discount back to their account. In the event the customer is not eligible for the discount, Sequoia Wireless will waive the fee out of goodwill”

**E. The provider must abide by the following additional billing provisions**

**a) The provider must offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements. The provider may offer added features and/or enhanced service elements without additional charge(s)**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “1. Service Elements. Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.”

- b) The provider shall apply the applicable California LifeLine discount to the Subscriber's selected plan**
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions "2. California LifeLine Discount. Sequoia Wireless will apply the applicable California LifeLine discount to each subscriber's selected plan."
- c) The California LifeLine eligible plans may be offered on a pre-paid or post-paid basis**
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions "3. Pre-Paid Plans. Sequoia Wireless will offer California LifeLine-eligible plans on a pre-paid basis."
- d) The provider must offer California LifeLine discounted services on a non-discriminatory basis to any Customer residing within the service territory where the provider offers retail wireless telephone services. The provider must only provide California LifeLine discounts to Subscribers that are approved by the California LifeLine Administrator.**
- ⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions "4. Non-Discrimination. Sequoia Wireless will offer California Lifeline discounted services on a nondiscriminatory basis to any customer residing within the service territory where the Company offers retail wireless telephone services. Sequoia Wireless will only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator."
- e) The provider shall not require contracts lasting more than two years for Subscribers; and the terms must be comparable to the provider's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules**
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions "5. Contracts. Sequoia Wireless will not require contracts. Sequoia Wireless offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to Sequoia Wireless's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules."
- f) The provider may add features and/or enhanced services as part of its California LifeLine offerings if they meet or exceed the California LifeLine minimum standards set by the CPUC**
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions "6. Added Features and Enhanced Services. If Sequoia Wireless adds features and/or enhanced services as a part of its California LifeLine offerings, the offerings will meet or exceed the minimum standards set by the CPUC. As set forth in the Schedule of Rates, Sequoia Wireless offers a California LifeLine plan that meets or exceeds the minimum service elements and is not bundled with any video or data services."

**g) The provider must allow Subscribers to purchase additional broadband data**

- ⇒ Listed on Page 3 of Schedule of Rates and Charges “Add additional data: \$5.00 denomination – 1 GB”.
- ⇒ Listed on Page 10 of California LifeLine Terms and Conditions “Top-Up Data. Sequoia Wireless will offer Subscribers the most favorable option of purchasing additional data from any comparable provider, when in comparison to the current Service Provider offerings. A Subscriber will have a simple single option to purchase additional data at a 1 GB Top-Up level. The Subscriber will be able to enter and purchase the total number of GB they wish to purchase. For example, 5 GB of data would equate to purchasing a total of 5 items (each being of a 1 GB Top-Up). We will not limit the data to a 30-day usage but roll over the data to each subsequent month of service until used or until the service becomes inactive. The cost will be \$5.00 per 1 GB Top-Up, which is tied with Assurance in offering the lowest cost of offering additional data to a Subscriber. When you factor in the realization that the data does not expire, our Top-Up product simply separates us from the others in providing the best value and offering to Subscribers. In offering this most favorable offering, we determine this will be a loss leader, deriving the benefit from added satisfaction from our Subscribers.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “7. Purchase additional broadband data. Sequoia Wireless allows Subscribers to purchase additional broadband data.”

**h) The provider shall not assess a fee to Subscribers for paying their bills in person by cash, check or other form of payment**

- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “9. Form of Payment Fee. Sequoia Wireless will not assess a fee to participants for paying their bills (i.e., paying for service) in person by cash, check, or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.”

**i) The provider shall not assess a restocking fee to Subscribers for devices returned within three days of service activation**

- ⇒ Listed on Page 3 of Schedule of Rates and Charges “Restocking Fee – A Charge to return handset. \$0.00.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.”

**F. All handsets shall be available to Subscribers on the same basis as the provider’s retail Customers**

- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “11. Devices. Sequoia Wireless will offer all devices to participants on the same basis

as the Company's retail customers.”

**G. The provider must offer access to California Relay Service pursuant to Public Utilities Code § 2881 for deaf or hearing-impaired persons or individuals with speech disabilities**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access - FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00.”
- ⇒ Listed on Page 9 of California LifeLine Terms and Conditions “Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility).”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “12. Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.”
- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)”

**H. The provider must provide Subscribers free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services-related charges inadvertently or mistakenly incurred, or without authorization**

- ⇒ Listed on Page 1 of Schedule of Rates and Charges “900/976 Call Block - A feature where outbound calls are blocked to 900 and 976 numbers.” \$0.00.
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “13. 900/976 Information Services. Sequoia Wireless will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services-related charges inadvertently or mistakenly incurred, or without authorization.”

**I. The provider must provide access to operator services commensurate to its retail Customers. The provider must disclose any charges or fees associated with using operator services.**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Live - Operator Services. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Automated - Automated Operator. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “0 - Operator Services Person-to-Person - Person-to-Person Operator Assisted. No charge for feature, but standard airtime is deducted based on call duration. \$0.00.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 15 of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”

**J. The provider shall prominently disclose and disseminate terms and conditions, including their rates and fees, the charges, terms, and conditions associated with purchasing additional broadband data, 911 emergency services location accuracy and reliability standards as required in Basic Service element number I.2.(d) in Appendix A of Decision 12-12-038, potential service coverage and service quality issues, safety related considerations when handsets are removed from the home and when there is poor mobile reception, any charges associated with calling 800 or 800-like toll-free services, and the device’s condition if refurbished, the device’s applicability on other provider’s wireless networks if the Subscriber switches providers, and power back-up requirements for the system that supports California LifeLine wireless service including limitations due to power for equipment on towers or other facilities, e.g. that wireless telephone service may not work if the tower the wireless handset is trying to reach loses commercial or backup power. Additional disclosures must include the entitlement to a voice-grade connection, the conditions under which the Subscriber may terminate service without penalty, the charges or fees associated with using operator services, and the impact of terminating wireless service for contracts lasting more than one year, e.g., the Subscriber will be subject to the retail rates charged by the service provider and any applicable early termination fees.**

- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “3. 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS



technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device's ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.”

**K. The provider must provide access to local directory assistance**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services - 411 gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).
- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call.(See Schedule of Rates.)”

**L. The provider shall offer and file a schedule of California LifeLine service rates and charges**

- ⇒ Listed as Attachment B.

**M. The provider must provide access to 800 or 800-like toll-free services and provide a full disclosure to the Subscriber concerning how charges for 800 or 800-like toll-free services would apply if the Subscriber does not subscribe to unlimited voice service.**

- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “5. Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company’s business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates).”

**N. The provider must provide free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. Calls to the provider’s customer service shall not count against the Subscriber’s allotted voice minutes or number of calls.**

- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company’s California LifeLine customers are provided free, unlimited access to

Sequoia Wireless customer service either by dialing 611, dialing the toll-free customer service number, or sending an email to [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Calls to the Company's customer service do not count against the California LifeLine customer's allotted voice minutes.”

**O. The provider must provide free, unlimited access to customer service representatives fluent in the same language (English and non-English) in which California LifeLine was originally sold or marketed. Calls to the provider's customer service shall not count against the Subscriber's allotted voice minutes or number of calls.**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “12. Free, unlimited access to customer service representatives fluent in the same language in which California LifeLine was originally marketed and sold. At this time, the Company markets and sells California LifeLine service in English. The Company, therefore, provides English-speaking customer service operators through its customer service department, which may be accessed as described above.”

**P. The provider must provide free access to Toll-Blocking Service**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

**Q. The provider must provide free access to Toll-Control Service, but only if (i) the California LifeLine Service Provider is capable of offering Toll-Control Service, and (ii) the California LifeLine Subscriber has no unpaid bill for toll service**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

**R. The provider must provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program Subscribers or teletypewriter users**

⇒ Listed on Page 2 of Schedule of Rates and Charges “Deaf/Disabled Service - Second line available to deaf and disabled California LifeLine Subscribers. Based on plans selected. Note: Available to qualified deaf or disabled California Lifeline Subscribers.”

- ⇒ Listed on Page 7 of California LifeLine Terms and Conditions “The California LifeLine Program is a state government assistance program that provides discounted monthly phone services to eligible households. Proof of eligibility is required. Only one discount per household is allowed (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”
- ⇒ Listed on Page 4 of California LifeLine Terms and Conditions “Only one discount per family is permitted per residence address (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”
- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “14. Access to two California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.”

**S. The provider must provide free access to the California Relay Service via the 711 abbreviated dialing code**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access - FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00.”
- ⇒ Listed on Page 9 of California LifeLine Terms and Conditions “Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility).”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “12. Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.”
- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)”

**T. The provider must provision access to public safety N11s (211, 311, 511, 711, 811 and 911). The provider must provide free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California LifeLine eligible plans**

- ⇒ Listed on Page 1 of Schedule of Rates and Charges “211 – Information and referral service. Information and referral service. \$0.00”
- ⇒ Listed on Page 1 of Schedule of Rates and Charges “311 – Government Information. Non-emergency government service information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services. 411 gives you access to telephone numbers and addresses of business, government, and

residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “511 – Transportation Information. Non-emergency government service information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “611 – Customer and Repair Service. Customer service and repair information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access. FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “811 – Call Before You Dig (CBUD) Information. CBUD information to protect pipes. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “911 – Emergency Services. Emergency call number based on location information available. \$0.00”
- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “16. Access to Public Safety N11s. All of Sequoia Wireless California Lifeline plans will provide access to special service N11 numbers. D.14-01-036 requires free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California Lifeline eligible plans with 1,000 or more voice minutes, and notes that “Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data” (see Attachment D of the Decision). Therefore, Sequoia Wireless will comply with Wireless Service Element number 19 by offering its Unlimited Talk & Text rate plan option (See Schedule of Rates.)”

**U. The provider must provide free, unlimited access to 611 for service provider billing and repair services**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “611 – Customer and Repair Service. Customer service and repair information. \$0.00”
- ⇒ Listed on Page 11 of California LifeLine Terms and Conditions “Service includes countrywide coverage and access to voice mail, Caller ID, Call Waiting, Call Forwarding, and 3-Way Calling. There is no extra price for long-distance calls. Calls to 911 and customer service (by dialing 611) are free and do not count against available minutes, which are unlimited on our plans. Roaming and International calling is not permitted on any available Sequoia Wireless plan. International dialing is blocked. International text messages is not available.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via

611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”

- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company’s California LifeLine customers are provided free, unlimited access to Sequoia Wireless customer service either by dialing 611, dialing the toll-free customer service number, or sending an email to [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Calls to the Company’s customer service do not count against the California LifeLine customer's allotted voice minutes.

**V. The provider must provide access to 411, and disclose charges and conditions associated with 411 access and information**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services. 411 gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “14. Access to operator service. Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).”
- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”
- ⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)”

**31) Make a showing of the following required items**

**Make a showing in the schedule of rates and charges terms and conditions, and/or disclosures for these items<sup>51</sup>**

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<sup>51</sup> **From Page 6** “General Instructions for the Schedule of Rates and Charges, Terms and Conditions, and Disclosures.” **Number 2** “Make a showing in the schedule of rates and charges terms and conditions, and/or disclosures for these items.” **From Memorandum Date:** February 14, 2014. **To:** Service List for Rulemaking 11-03-013, California LifeLine Program (California LifeLine) Administrative Committee Members, and California LifeLine Working Group Members. **From:** Public Utilities Commission—San Francisco – Communications

**A. California LifeLine participants’ exemption from taxes and surcharges, CPUC user fee, federal excise tax, local franchise taxes, and State 911 tax associated with telephone service**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “17. California LifeLine Participant Exemptions. The Commission exempts California LifeLine participants from paying public purpose program surcharges, the Commission's user fee, federal excise tax, local franchise tax, and California 911 tax associated with telephone service. The Company will comply with this exemption. The Company understands that the exemption does not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.”

**B. 30-day notice to California LifeLine participant before the service provider withdraws from offering the services**

⇒ Listed on Page 7 under Introduction of California LifeLine Terms and Conditions “If the service is not used for 30-day period, the subscriber is subject to de-enrollment from the program.”

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “18. 30-Day Notice. The Company will provide 30 days prior notice to California LifeLine participants in the event it withdraws from the provision of California LifeLine Service.”

**C. California LifeLine unbundled obligation i.e., participants are not required to purchase bundled plans with video, data, and/or other services to receive California LifeLine discount**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “1. Service Elements. Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.”

⇒ Note: Our plans are all \$0.00 per month to the Subscriber.

**D. If the California LifeLine participant fails to receive a voice-grade connection and notifies the service provider, the service provider will (1) promptly restore the voice-grade connection, or if not possible (2) provide telephone service to that participant using a different technology if offered by the provider and if the participant agrees**

⇒ Listed on Page 10 under disclosures of California LifeLine Terms and Conditions “5. Response to notification of no voice-grade connection. If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue

service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications.”

**E. Conditions under which California LifeLine participants may terminate service if a voice-grade connection cannot be provided to them**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “4. Disclosures regarding voice-grade connection. Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty.”

**F. Ability of California LifeLine participants to terminate service within 14 days of service activation without incurring early termination fees, if applicable**

⇒ Listed on Page 11 Paragraph 1 under Rates for Service, Features, Coverage, Activation Fees of California LifeLine Terms and Conditions “Refer to Sequoia Wireless's Plans Chart and Schedule of Rates and Charges or visit [www.sequoiawireless.com](http://www.sequoiawireless.com) for the most recent LifeLine pricing plans. Note: We do not charge subscribers an early termination fee.”

**G. Ability of California LifeLine participants to terminate service within three days of service activation, excluding national holidays, and to receive a refund of any applicable service connection charges and deposits**

⇒ Listed on Page 1 of California LifeLine Terms and Conditions “2. Charges. Sequoia Wireless offers fully subsidized plans with no hidden fees and no monthly costs. The only charges assessed is a one-time activation fee, which will either be covered through the California LifeLine program or be waived through Goodwill from Sequoia Wireless. Participants who terminate service within three days of service activation, excluding national holidays, will receive a refund of any applicable service connection charges and deposits.”

⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.”

**H. Provision of free, unlimited access to 911 emergency services is provided in compliance with current state and federal laws and regulations, as well as information regarding 911 emergency services**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “6. Free unlimited access to 911/E -911. Sequoia Wireless does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated handsets, regardless of whether there are minutes available for use under the plan.”

**I. Offering of California LifeLine plan(s) with at least 501 voice minutes that may include domestic messaging**

⇒ Listed on Page 1 of the Comparison Chart as High-Speed Data Speeds of 4G LTE / 5G High-Speed with unlimited data thereafter at 3G Speed, which is also listed on Page 3 in the Schedule of Rates and Charges.

**J. Offering of at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. Additional features and/or enhanced service elements may be added without additional charge(s)**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions “1. Service Elements. Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.”

**K. Pricing structure of how California LifeLine participants may purchase additional data at the lowest rate that is offered to retail customers for comparable plans with similar services and/or features**

⇒ Listed on Page 10 under California LifeLine Terms and Conditions “Top-Up Data - Sequoia Wireless will offer Subscribers the most favorable option of purchasing additional data from any comparable provider, when in comparison to the current Service Provider offerings. A Subscriber will have a simple single option to purchase additional data at a 1 GB Top-Up level. The Subscriber will be able to enter and purchase the total number of GB they wish to purchase. For example, 5 GB of data would equate to purchasing a total of 5 items (each being of a 1 GB Top-Up). We will not limit the data to a 30-day usage but roll over the data to each subsequent month of service until used or until the service becomes inactive. The cost will be \$5.00 per 1 GB Top-Up, which is tied with Assurance in offering the lowest cost of offering additional data to a Subscriber. When you factor in the realization that the data does not expire, our Top-Up product simply separates us from the others in providing the best value and offering to Subscribers. In offering this most favorable offering, we determine this will be a loss leader, deriving the benefit from added satisfaction from our Subscribers.”

**L. Ability of California LifeLine participants to pay their phone bills in person without being assessed a fee if the service provider offers this payment method**

⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “9. Form of Payment Fee. Sequoia Wireless will not assess a fee to participants for paying their bills (i.e., paying for service) in person by cash, check, or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.”

**M. Ability of California LifeLine participants to return their device(s) within three days of service activation without being assessed a restocking fee for the returned device(s)**

⇒ Listed on Page 3 of Schedule of Rates and Charges “Restocking Fee – A Charge to return handset. \$0.00”

⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions



“10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.”

**N. Provision of free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. Calls to the provider’s customer service shall not count against the participant’s allotted voice minutes or number of calls.**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company’s California LifeLine customers are provided free, unlimited access to Sequoia Wireless customer service either by dialing 611, dialing the toll-free customer service number, or sending an email to [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Calls to the Company’s customer service do not count against the California LifeLine customer's allotted voice minutes.”

**O. Provision of free access to toll-blocking service**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

**P. Provision of free access to toll-control service if the service provider is capable of offering toll-control service and the California LifeLine participant has no unpaid bill for toll service**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.”

**Q. Provision of access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants**

⇒ Listed on Page 2 of Schedule of Rates and Charges “Deaf/Disabled Service - Second line available to deaf and disabled California LifeLine Subscribers. Based on plans selected. Note: Available to qualified deaf or disabled California Lifeline Subscribers.”

⇒ Listed on Page 7 of California LifeLine Terms and Conditions “The California

LifeLine Program is a state government assistance program that provides discounted monthly phone services to eligible households. Proof of eligibility is required. Only one discount per household is allowed (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”

- ⇒ Listed on Page 8 of California LifeLine Terms and Conditions “Only one discount per family is permitted per residence address (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants).”
- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “14. Access to two California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.”

**R. Provision of free access to the California Relay Service via 711. Associated calls made using the 711 relay service may count against minutes.**

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access - FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00.”
- ⇒ Listed on Page 9 of California LifeLine Terms and Conditions “Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility).”
- ⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “12. Access to telephone relay services as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.”
- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)”

**S. Provision of free, unlimited access to 211, 311, 511, 711, and 811 calls for eligible plans with 1,000 or more voice minutes without counting against allotted voice minutes or number of calls. Wireless service providers may meet this obligation by offering these features on plans with 1,000 or more minutes or by offering at least one plan with unlimited voice minutes and which may include text, but not video or data.**

- ⇒ Listed on Page 1 of Schedule of Rates and Charges “211 – Information and referral service. Information and referral service. \$0.00”
- ⇒ Listed on Page 1 of Schedule of Rates and Charges “311 – Government Information. Non-emergency government service information. \$0.00”

- ⇒ Listed on Page 2 of Schedule of Rates and Charges “411 – Directory Services. 411 gives you access to telephone numbers and addresses of business, government, and residential listings. No charge for feature, but standard airtime is deducted based on call duration. \$0.00. Note: Customers can also call 1-800-FREE411 for directory services.”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “511 – Transportation Information. Non-emergency government service information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “611 – Customer and Repair Service. Customer service and repair information. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “711 – TRS Relay Access. FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS). \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “811 – Call Before You Dig (CBUD) Information. CBUD information to protect pipes. \$0.00”
- ⇒ Listed on Page 2 of Schedule of Rates and Charges “911 – Emergency Services. Emergency call number based on location information available. \$0.00”
- ⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions “16. Access to Public Safety N11s. All of Sequoia Wireless California Lifeline plans will provide access to special service N11 numbers. D.14-01-036 requires free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California Lifeline eligible plans with 1,000 or more voice minutes, and notes that “Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data” (see Attachment D of the Decision). Therefore, Sequoia Wireless will comply with Wireless Service Element number 19 by offering its Unlimited Talk & Text rate plan option (See Schedule of Rates.)”

## 32) Guidance for Advance Letter’s Components<sup>52</sup>

### A. Schedule of Rates and Charges

- a) **For each California LifeLine wireless service plan, include all the rates and charges to which a California LifeLine participant may be subject**
  - ⇒ Included in Attachment B is the Schedule of Rates and Charges – Sequoia Wireless Plans. This includes all the rates and charges to which a California LifeLine participant may be subject.
- b) **For services and features whereby the California LifeLine provider does not intend to charge a rate, fee, or price, indicate “No charge”, “Included”, and/or “Free” for each applicable service and feature**

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<sup>52</sup> **From Page 9** of Memorandum **Date:** February 14, 2014. **To:** Service List for Rulemaking 11-03-013, California LifeLine Program (California LifeLine) Administrative Committee Members, and California LifeLine Working Group Members. **From:** Public Utilities Commission—San Francisco – Communications Division. **Subject:** Guidance for Service Providers Interested in Offering California LifeLine Wireless Services Consistent with Decision 14-01-036.

⇒ Listed on Page 2 of Schedule of Rates and Charges, the line item of “Deposit for Service” shows ‘N/A’ which stands for “non applicable” as Sequoia Wireless does not levy a Deposit for Service for this item. The third column does show \$0.00.”

**c) Identify the plans that are promotional and of a limited period. Identify the length of the promotional period**

⇒ No plans are promotional. In relation to the promotional company credit applied to the regular plan charge to bring the LifeLine plan charge to \$0.00, we define this as an ‘indefinite’ credit that we apply to bring the total cost of the plan to \$0.00. We define this as ‘indefinite’ as even if there were to be a change, the effective rate of the monthly discount rate to the subscriber would be unchanged.

⇒ Under Company Overview above in section 3, “Sequoia Wireless proposes to offer six plans and seeks federal Lifeline fund support. Refer to Attachment A for California LifeLine Plans Comparison Chart and Attachment B for Sequoia Wireless’s Schedule of Rates and Charges.

**B. Terms and Conditions**

**a) For each California LifeLine wireless service plan, include all the rates and charges to which a California LifeLine participant may be subject**

⇒ All rates and charges subject to a California LifeLine is provided throughout the Terms and Conditions with explanations as needed.

**b) Provide a copy of the terms and conditions of which the California LifeLine participant may receive**

⇒ A copy of the California LifeLine Terms and Conditions is shown in Attachment D and is provided digitally for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates). In addition, by using Sequoia Wireless Services and Devices, a California LifeLine participant is subject and bound to our “Accessibility Policy” including Hearing Air Compatibility and Telecommunications Relay Service shown in Attachment E; “Open Internet Policy” shown in Attachment G; “Privacy Policy” shown in Attachment H; and “Website Terms of Use” shown in Attachment I. Note: If there is a discrepancy, as it pertains to Sequoia Wireless’s California LifeLine Service, the terms of “California LifeLine Terms and Conditions” will supersede.

**C. Disclosures**

**a) Provide a copy of the disclosures of which the California LifeLine participant may receive**

⇒ A copy of the disclosures are included in the California LifeLine Terms and Conditions is shown in Attachment D and is provided digitally for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates)

**b) If the disclosures are a part of the terms and conditions, then indicate where in the terms and conditions each required disclosed item is located**

⇒ Disclosures are included in the California LifeLine Terms and Conditions from Page 13 on.

**c) Include these required disclosures from Decision 14-01-036 of which requires the service provider to prominently disclose and disseminate all terms and conditions, comprising of the following**

**a) Before activating service, disclose and disseminate California LifeLine participant's entitlement to a voice-grade connection and the conditions under which the participant may terminate service without penalty if a voice-grade connection cannot be provided**

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions "4. Disclosures regarding voice-grade connection. Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty."

⇒ Listed on Page 13 under disclosures of California LifeLine Terms and Conditions "5. Response to notification of no voice-grade connection. If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications."

**b) Any applicable service connection charges and deposits will be refunded if the California LifeLine participant terminates service within three days of service activation, excluding national holidays**

⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions "10. No Restocking Fee. Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits."

**c) Early termination fees will not apply if the California LifeLine participant terminates service within fourteen days of service activation**

⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions "15. Early termination fee. Sequoia Wireless will not apply an early termination fee if the California LifeLine participant terminates service within fourteen days of service activation."

**d) All approved California LifeLine plans**

⇒ Listed on Page 16 under disclosures of California LifeLine Terms and Conditions "19. All approved California LifeLine plans are subject to Sequoia Wireless's California LifeLine Terms and Conditions and is provided digitally

for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates). In addition, by using Sequoia Wireless Services and Devices, a California LifeLine participant is subject and bound to our “Accessibility Policy” including Hearing Air Compatibility and Telecommunications Relay Service (refer to [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility)); “Open Internet Policy” (refer to [www.sequoiawireless.com/openinternet](http://www.sequoiawireless.com/openinternet)); “Privacy Policy” (refer to [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy)); “Website Terms of Use” (refer to [www.sequoiawireless.com/webterms](http://www.sequoiawireless.com/webterms)); “Acceptable Use Policy” (refer to [www.sequoiawireless.com/acceptable](http://www.sequoiawireless.com/acceptable)); “Digital Millennium Copyright Act Policy” (refer to [www.sequoiawireless.com/dmca](http://www.sequoiawireless.com/dmca)); “Freedom of Choice Policy” (refer to [www.sequoiawireless.com/freedom](http://www.sequoiawireless.com/freedom)); and “Net Neutrality Policy” (refer to [www.sequoiawireless.com/neutrality](http://www.sequoiawireless.com/neutrality)). Note: If there is a discrepancy, as it pertains to Sequoia Wireless’s California LifeLine Service, the terms of “California LifeLine Terms and Conditions” (refer to [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates)) will supersede.”

**e) All rates and fees**

⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “1. California LifeLine Service Plan Offerings – Rates and Fees. See California Lifeline Plans Chart. Each plan is subject to a one-time \$39.00 retail activation fee when initiating service with the Company or changing service from another provider to the Company. The one-time fee will be charged to the customer’s account at activation; however, if the customer is approved for California Lifeline by the California Lifeline Administrator, the California Lifeline participant may be eligible to receive a \$39.00 discount (the California Lifeline fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per household per year pursuant to D. 17-01-032. If the Company confirms during the enrollment process that the customer has already received Lifeline service from two (2) providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee. Otherwise, Sequoia Wireless will be responsible for the fee). Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39 when the customer is deemed to be responsible for the charge. See also the Schedule of Rates document available on our website – [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates). Note: For Tribal Households, the activation fee is \$39. Sequoia Wireless will provide a goodwill gesture and waive the fee.”

**f) Charges, terms, and conditions associated with purchasing additional minutes**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “2. Charges, terms, and conditions associated with purchasing additional data. (See Schedule of Rates.)”

**g) 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “3. 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device’s ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.”

**h) Potential service coverage and service quality issues**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier’s radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location.”

**i) Safety related considerations when handsets are removed from the home and when there is poor mobile reception**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home

and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location."

**j) Charges for 800 or 800-like toll-free services if the participant does not subscribe to unlimited voice service**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions "5. Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company's business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates)."

**k) Condition of device for California LifeLine wireless service if refurbished**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions "6. The Company's free California LifeLine smartphones are data capable and may be new or refurbished grade A or B; newly upgraded smartphones are also available for purchase. Free smartphones are limited to one (1) per twelve (12) month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone."

**l) Device's applicability on other providers' wireless networks if the participant were to switch providers**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions "7. Sequoia Wireless SIM cards and devices provided by or purchased from us are intended for use on our networks and in other coverage areas that we may make available to you. Our devices are unlocked by default. Please refer to our Device Unlocking Policy to learn more."

**m) Power back-up requirements for a system that supports California LifeLine wireless service, including limitations due to power for equipment on towers or other facilities**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and



Conditions “4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier’s radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location.”

**n) Charges or fees associated with using operator services**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)”

**o) Impact(s) of terminating wireless service for contracts lasting more than one year**

⇒ Listed on Page 14 under disclosures of California LifeLine Terms and Conditions “5. Contracts. Sequoia Wireless will not require contracts. Sequoia Wireless offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to Sequoia Wireless’s retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.”

**p) Charges and conditions associated with 411 access and information**

⇒ Listed on Page 15 under disclosures of California LifeLine Terms and Conditions “9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)”

**D. Exercising Waiver of Pre-qualification Requirement**

**a) Indicate whether the California LifeLine wireless provider chooses to exercise**

**the waiver of the pre-qualification requirement for California LifeLine wireless services offered on a pre-paid basis**

⇒ Sequoia Wireless requests a waiver of the California LifeLine pre-qualification requirement for its prepaid California LifeLine wireless service plans, since it will offer them on a prepaid basis, consistent with D.14-01-036. However, this waiver request does not apply to post-paid telephone service plans, which Sequoia Wireless does not offer to participants. If Sequoia Wireless decides to offer any California LifeLine wireless telephone service plans on a post-paid basis in the future, it must comply with the pre-qualification requirement unless it is granted a waiver.

**E. Request for Allowable Exemptions**

**1. Identify the exemptions sought for all plans and all handsets requirements**

⇒ Sequoia Wireless does not seek exemptions from the All Plans Requirement and the All Handsets Requirement. If Sequoia Wireless wishes to seek exemptions in the future, a Tier 2 advice letter would be filed with the Commission explaining proposed plans and phones intended to be offered or plans or phones that would not be proposed to offer to California LifeLine subscribers and the reasons why such plans or phones should not be available to LifeLine subscribers.

**2. Justify the exemptions sought**

⇒ N/A

**33) Exhibit**

- A. Exhibit A: New Subscriber Kit**
- B. Exhibit B: One-Year Limited Warranty Program**
- C. Exhibit C: Employee Uniform**

**34) Attachment**

- A. Attachment A: California LifeLine Plans Comparison Chart**
- B. Attachment B: Schedule of Rates and Charges**
- C. Attachment C: Service Area**
- D. Attachment D: California LifeLine Terms and Conditions and Disclosures**
- E. Attachment E: Accessibility Policy**
- F. Attachment F: California Emergency Relief Plan**
- G. Attachment G: Open Internet Policy**
- H. Attachment H: Privacy Policy**
- I. Attachment I: Website Terms of Use**

- J. Attachment J: Affordable Connectivity Program Terms and Conditions**
- K. Attachment K: Submitted FCC Lifeline Compliance Plan**
- L. Attachment L: Geographic Service Areas for Federally Recognized Tribal Land**
- M. Attachment M: Acceptable Use Policy**
- N. Attachment N: Digital Millennium Copyright Act Policy**
- O. Attachment O: Freedom of Choice Policy**
- P. Attachment P: Net Neutrality Policy**

### **35) Appendix**

- A. Table 1: Comparison of California LifeLine Service Provider Networks used**
- B. Table 2: Comparison of Customer Support Hours of Operations**
- C. Table 3: Comparison of BBB Accreditation and Trustpilot**
- D. Table 4: Complaints Related to LifeLine Service Providers in 2022**
- E. Table 5: Comparison of Social Media Presence**
- F. Table 6: Technologies Used in Website**

# **Exhibit A**

**New Subscriber Kit**



6.1875 Inch

3.375 Inch

1.0625 Inch

**Sequoia Wireless**



3.375 Inch

3 Inch

1.0625 Inch

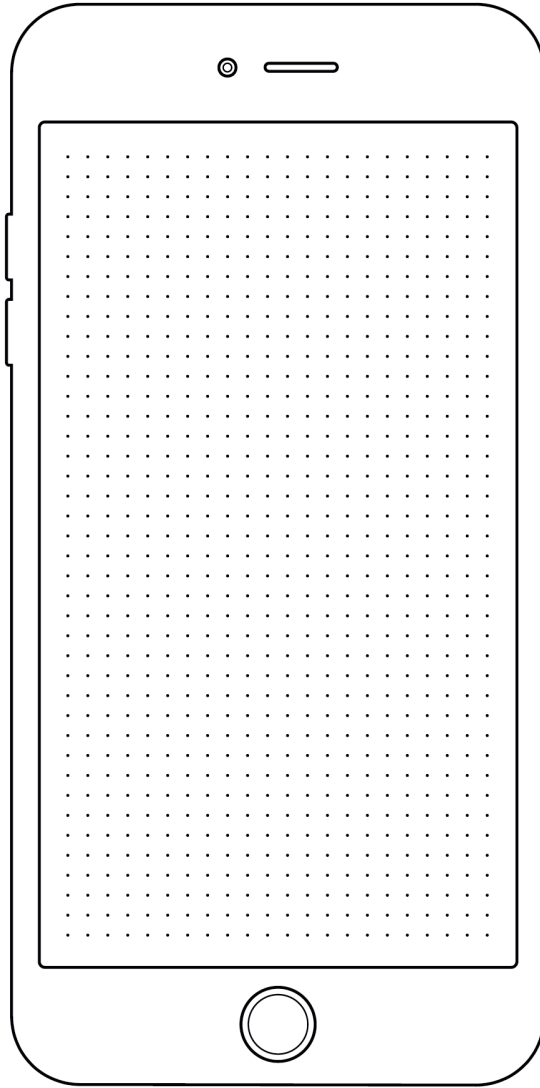
1 Inch

1.0625 Inch



**Sequoia Wireless**

**Sequoia Wireless**



6.1875 Inch

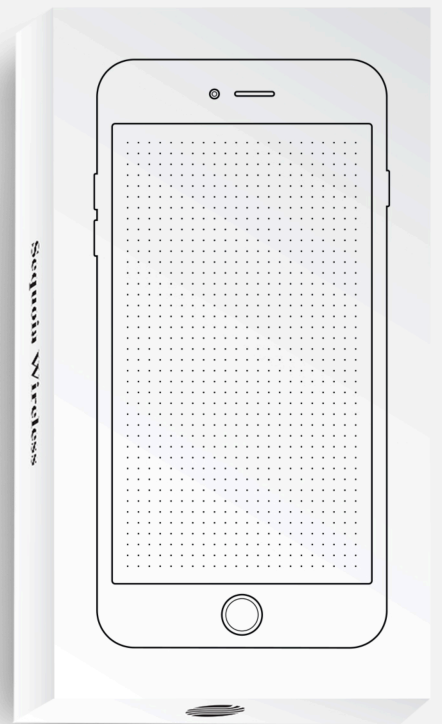
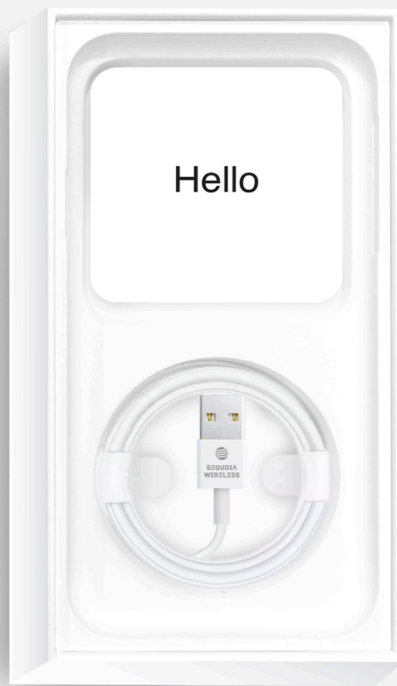
6.1875 Inch

1.0625 Inch

1.0625 Inch



3.375 Inch



# Hello

## SEQUOIA WIRELESS

### Welcome to Sequoia Wireless!

As your wireless service provider, we believe a connected device with service is a right, not a privilege, with these benefits:

- Your iPhone is unlocked from the start.
- Your service is a zero-cost wireless plan.
- Your network is nationwide with 4G LTE.

### Terms and Conditions

By using our services with iPhone, you are agreeing to follow all terms and conditions found at [sequoiawireless.com/terms](http://sequoiawireless.com/terms).

### Condition Expectation

We require this iPhone to be rated as Grade B+ or higher, which is very good cosmetically with light scratches or marks due to wear and tear. This is the second highest quality you can expect. The device is fully tested for bad buttons, cameras, etc., and is fully functional.

### One-Year Limited Warranty Summary

Sequoia Wireless warrants this iPhone against defects for one year while actively subscribed to a plan, starting at activation. This doesn't include normal wear and tear, nor damage caused by accident or abuse. For full terms go to [sequoiawireless.com/warranty](http://sequoiawireless.com/warranty).



### How to Setup iPhone

Press and hold the Side button to turn on and activate iPhone.



### How to find your Number

Go to Settings > Phone





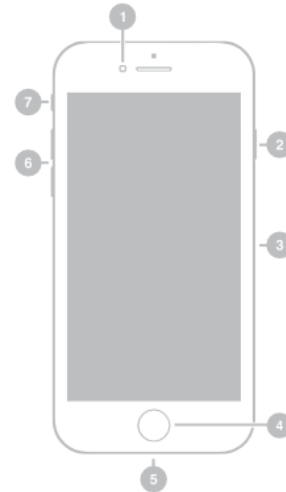
## Keep Service Active

Make at least one phone call every month to keep your service active.



## iPhone User Guide

[support.apple.com/guide/iphone](https://support.apple.com/guide/iphone)



- 1 FaceTime HD camera
- 2 Side button
- 3 SIM card tray
- 4 Home button/Touch ID
- 5 Lightning connector
- 6 Volume buttons
- 7 Ring/Silent switch

### Power On

Press and hold the Side button to turn on iPhone.

### Power Off

Press and hold the Side button to turn off iPhone.

### Charging

Use the Lightning connector to charge iPhone.

### Touch ID

Unlock iPhone with the Home button.

### Turn on Wi-Fi Calling

On iPhone, go to Settings > Phone > Wi-Fi Calling. Once enabled, we recommend restarting iPhone to properly configure the feature by powering off iPhone, waiting ten seconds, then powering on iPhone.

### Warning label about 911 Calls over Wi-Fi

911 service through Wi-Fi Calling may be limited or not available compared to traditional 911 service due to various circumstances, including, relocation of equipment, loss or disruption of power, internet or wireless service, internet congestion or a connection failure, delays in availability of registered location information, and/or other technical problems. Always be prepared to report your precise location to 911 emergency responders.

### Enhanced 911

E911 service relies on GPS technology to obtain location details.

This service is dependent on a number of factors such as the capabilities of local emergency authorities, whether your iPhone Location Services is turned on, and your iPhone's ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information. To determine settings on iPhone, go to Settings > Privacy & Security > Location Services.

**Battery and Charging**

Don't attempt to replace the iPhone battery yourself—you may damage the battery, which could cause overheating, fire, and injury. The lithium-ion battery in your iPhone should be serviced or recycled by an authorized service provider and must be properly recycled or disposed of separately from household waste and in accordance with local laws and guidelines. For battery service and recycling, go to [apple.com/batteries/service-and-recycling](https://apple.com/batteries/service-and-recycling). For information about charging, see "Important safety information" in the *iPhone User Guide*.

**Safety and Handling**

See "Safety, handling, and support" in the *iPhone User Guide*.

**Exposure to Radio Frequency**

On iPhone, go to Settings > General > Legal & Regulatory > RF Exposure. Or go to [apple.com/legal/rfexposure](https://apple.com/legal/rfexposure). Additional information is available at [sequoiawireless.com/devicehealth](https://sequoiawireless.com/devicehealth).

**Medical Device Interference**

iPhone contains magnets that may interfere with medical devices. See "Important safety information" in the *iPhone User Guide*.

**Hearing Aid Compatibility**

See "Hearing devices" in the *iPhone User Guide*. Or go to [apple.com/support/hac](https://apple.com/support/hac). Additional information is available at [sequoiawireless.com/accessibility](https://sequoiawireless.com/accessibility).

**Avoid Hearing Damage**

To prevent possible hearing damage, do not listen at high volume levels for long periods. More information about sound and hearing is available online at [apple.com/sound](https://apple.com/sound) and in "Important safety information" in the *iPhone User Guide*.

**Regulatory Certification**

On iPhone, go to Settings > General > Legal & Regulatory. Additional regulatory information is in "Safety, handling, and support" in the *iPhone User Guide*.

**FCC Interference Statement**

iPhone complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

**Class 1 Laser Information**

iPhone is classified as a Class 1 Laser Product per IEC 60825-1 Ed. 3 and complies with 21 C.F.R. § 1040.10-1040.11, except for conformance with IEC 60825-1 Ed. 3 as described in Laser Notice No. 56. Caution: iPhone contains one or more lasers. Use other than as described in the user guide, repair, or disassembly may cause damage and could result in hazardous exposure to infrared laser emissions that are not visible. Seek service only by an authorized service provider.

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3.125 inch

2.5 inch

1.6875 in



Includes: Refurbished iPhone, Lightning to USB Cable, pre-installed SIM card, and Documentation. Sequoia Wireless offers a free USB Power Adapter upon request. To activate your wireless service plan, press and hold the side button to turn on iPhone, then finish the setup process. Requires acceptance of software license terms. Using your wireless service plan requires following all terms and conditions found at sequoiawireless.com/terms. Battery life and charge cycles vary with use and settings. Battery may eventually need replacement. 1GB = 1 billion bytes; actual formatted capacity less.

0.375 inch

5.9375 Inch

5.9375 Inch

**Sequoia Wireless**  
Assembled by Sequoia Wireless in California  
© 2023 Sequoia Wireless. All rights reserved.

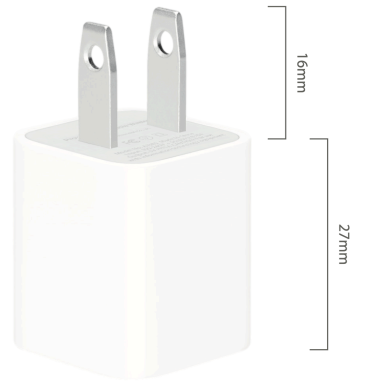
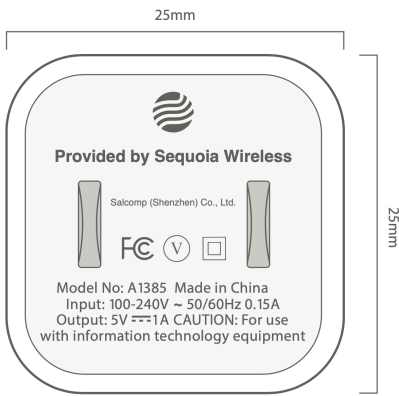


0.375 inch

1.6875 in

2.5 inch

3.125 inch



# **Exhibit B**

**One-Year Limited Warranty Program**

## **One-Year Limited Warranty Program**

Effective Date: June 9, 2023

### **iPhone Program Details**

Sequoia Wireless warrants each provided iPhone against defects for one-year while actively subscribed to a plan, starting at activation. This doesn't include normal wear and tear, nor damage caused by accident or abuse.

To initiate a warranty claim, send an email to our customer support department at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). In your email, provide a brief description of the issue and include your service phone number. Once received, we will review your claim and expediate a pre-paid box and return label for you to ship the device to us. Make sure to turn off Find my iPhone before sending. Go to Settings > Privacy & Security > Location Services > Share my Location > Find my iPhone.

Once received, we will inspect the device for accidental or extensive cosmetic damage. If the device is determined to have been damaged, a \$49 damage deductible will be required to replace the device. If declined, we will return the original device to the customer.

Once the device passes inspection, or the deductible has been paid, we will expediate a replacement device to the customer. We provide this instant replacement to maximize the customer experience by removing the wait time required of repairing the device. Once we send the replacement, the claim will become closed with no further action needed.

Sequoia Wireless and its vendors are not responsible for data loss during the process. We advise erasing all Contents and Settings on your device prior to sending to us. Go to Settings > General > Reset > Erase All Content and Settings.

# **Exhibit C**

**Employee Uniform**

2.125 Inch

3.375 Inch

**Indy  
Nelson**



 **SEQUOIA WIRELESS**



Rep ID: 10W4053JF



Property of Sequoia Wireless  
If found, please contact: [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com)

**Indy  
Nelson**



 **SEQUOIA WIRELESS**



Model: 2475  
Color: Navy

# Vansport Pro Horizon Polo



Model: J318

Color: Dress Blue Navy  
/ Battleship Grey

# Port Authority Core Colorblock Soft Shell Jacket



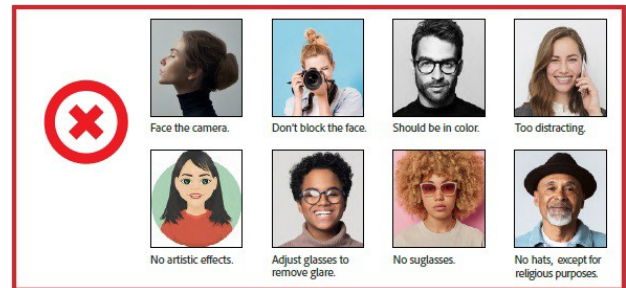
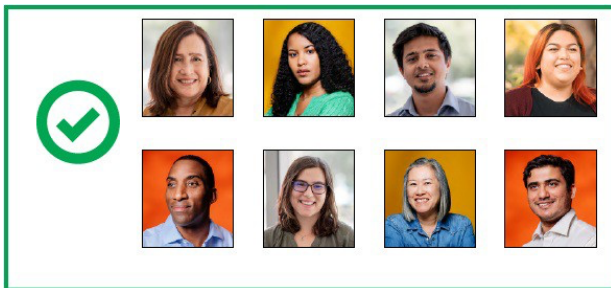
## Employee ID Badge Policy

Sequoia Wireless issues each employee an Employee ID Badge that serves as both an ID Card to identify you with the general public and an access card to connect with company systems.

Each Employee ID Badge will have a photo to identify you, which must follow the guidance and examples below. When choosing your image, ensure you select the largest photo and highest resolution possible, but no less than 600 pixels. Please make sure that you are clear and in focus and follow each of the photo guidelines outlined below.

### Photo Guidelines

- The photo should be a headshot of the employee only, from the shoulders up, facing the camera. Do not crop too close.
- It should be clear and in focus, without heavy shadows or obstructions to the face.
- It should be in full color.
- The background does not need to be white, so long as there are no distracting elements.
- The photo may be touched up, but no stylistic effects should be applied, i.e. color treatments, illustrative effects, Etc.
- Eyeglasses should not obscure eyes and there should be no glare on the glass. Tip glasses slightly upward or down to avoid glare.
- Sunglasses should not be worn.
- Hats and head coverings should not be worn except for religious purposes.



### Your Employee ID Badge

- Must be worn at all times when working in the general public.
- Must be worn at all times when in the proximity of fellow employees.
- Must be worn in a visible place on either the front of your body between your shoulders and waist or on either side of your hip (as long as the badge is still visible from the front).
- Must not be loaned to anyone, including fellow employees.

- Must not be used to allow another employee or affiliate access to company systems or determining eligibility of perspective subscribers.
- If lost, stolen, or damaged, must be reported to management immediately.
- Must not be modified with any additional holes punched in it due to the potential to damage internal components.
- Must be kept clean at all times and be presentable when worn (i.e., ensure the badge is free from stains and/or dirt).
- Must be replaced when fading begins to interfere with the ability to easily discern you by way of your Employee ID Badge.

Your Sequoia Wireless badge is Sequoia Wireless’s property and must be returned upon request or separation from the company.

Signing acknowledges you have reviewed and understand this policy and will abide by it.


Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

# **Attachment A**

## **California LifeLine Plans Comparison Chart**


**CALIFORNIA LIFELINE PLANS COMPARISON CHART – ATTACHMENT A-1**

 <b>SEQUOIA WIRELESS</b>	<b>CALIFORNIA LIFELINE / ACP BUNDLED STANDARD PLAN [NON-TRIBAL]</b>
Regular Rate	\$39.25
Federal Lifeline Discount	\$9.25
Affordable Connectivity Program Discount	\$30.00
California LifeLine Discount	\$0
Additional Company Discount	\$0
Monthly Discounted Rate	\$0
Number of Minutes	Unlimited
Domestic Messages	Unlimited
Data (4G LTE / 5G) High-Speed	6 GB
Data (At least FCC MSS (3G) Speed	Unlimited
Mobile Hotspot	Included. Uses data from monthly plan allocation.
Number Porting	\$0
Applicable Taxes, Fees, and Surcharges	None
California LifeLine Taxes, Fees, and Surcharges Exemption	LifeLine participants exempt
Fee for Additional Minutes/Messages	N/A
Fee for Additional Data	\$5 per GB
Fee for Calling 911 or Customer Service	No charge
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, 811)	No charge
Fee for Calling 411	No charge <sup>1</sup>
Fee for Calling Directory Assistance	No charge <sup>1</sup>
Fee for Calling Operator Services	No charge <sup>1</sup>
Regular Activation Fee	\$39.00
Discounted Activation Fee <sup>2</sup>	\$0
Cell Phone Fee	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	No charge
Deposit	No charge
Early Termination Fee	No charge
Local Calls	Included
Nationwide Domestic Long Distance	Included
3-Way Calling	Included <sup>1</sup>
Call Forwarding	Included
Caller ID	Included
Call Waiting	Included <sup>1</sup>
Voicemail	Included <sup>1</sup>
900/976 Blocking	No charge
Rollover Unused Minutes/Text Option	N/A
Contract Needed	N/A
Credit Check Needed	N/A

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>2</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a goodwill gesture and waive the fee.


**CALIFORNIA LIFELINE PLANS COMPARISON CHART – ATTACHMENT A-2**

 <b>SEQUOIA WIRELESS</b>	<b>CALIFORNIA LIFELINE BUNDLED STANDARD PLAN [NON-TRIBAL]</b>
Regular Rate	\$39.25
Federal Lifeline Discount	\$9.25
California LifeLine Discount	\$17.90
Additional Company Discount	\$12.10
Monthly Discounted Rate	\$0
Number of Minutes	Unlimited
Domestic Messages	Unlimited
Data (4G LTE / 5G) High-Speed	6 GB
Data (At least FCC MSS (3G) Speed	Unlimited
Mobile Hotspot	Included. Uses data from monthly plan allocation.
Number Porting	\$0
Applicable Taxes, Fees, and Surcharges	None
California LifeLine Taxes, Fees, and Surcharges Exemption	LifeLine participants exempt
Fee for Additional Minutes/Messages	N/A
Fee for Additional Data	\$5 per GB
Fee for Calling 911 or Customer Service	No charge
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, 811)	No charge
Fee for Calling 411	No charge <sup>1</sup>
Fee for Calling Directory Assistance	No charge <sup>1</sup>
Fee for Calling Operator Services	No charge <sup>1</sup>
Regular Activation Fee	\$39.00
Discounted Activation Fee <sup>2</sup>	\$0
Cell Phone Fee	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	No charge
Deposit	No charge
Early Termination Fee	No charge
Local Calls	Included
Nationwide Domestic Long Distance	Included
3-Way Calling	Included <sup>1</sup>
Call Forwarding	Included
Caller ID	Included
Call Waiting	Included <sup>1</sup>
Voicemail	Included <sup>1</sup>
900/976 Blocking	No charge
Rollover Unused Minutes/Text Option	N/A
Contract Needed	N/A
Credit Check Needed	N/A

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>2</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a goodwill gesture and waive the fee.


**FEDERAL LIFELINE PLANS COMPARISON CHART – ATTACHMENT A-3**

 <b>SEQUOIA WIRELESS</b>	<b>FEDERAL LIFELINE / ACP BROADBAND ONLY PLAN [TRIBAL]</b>
Regular Rate	\$109.25
Federal Lifeline Discount	\$9.25
Federal Lifeline Enhanced Support Discount	\$25.00
Affordable Connectivity Program Discount	\$75.00
Additional Company Discount	\$0
Monthly Discounted Rate	\$0
Number of Minutes	Unlimited
Domestic Messages	Unlimited
Data (4G LTE / 5G) High-Speed	12 GB
Data (At least FCC MSS (3G) Speed	Unlimited
Mobile Hotspot	Included. Uses data from monthly plan allocation.
Number Porting	\$0
Applicable Taxes, Fees, and Surcharges	None
California LifeLine Taxes, Fees, and Surcharges Exemption	LifeLine participants exempt
Fee for Additional Minutes/Messages	N/A
Fee for Additional Data	\$5 per GB
Fee for Calling 911 or Customer Service	No charge
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, 811)	No charge
Fee for Calling 411	No charge <sup>1</sup>
Fee for Calling Directory Assistance	No charge <sup>1</sup>
Fee for Calling Operator Services	No charge <sup>1</sup>
Regular Activation Fee	\$0
Discounted Activation Fee	\$0
Tablet Co-Pay	\$12 Copay. Consumer receives either a refurbished data-enabled tablet or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	No charge
Deposit	No charge
Early Termination Fee	No charge
Local Calls	Included
Nationwide Domestic Long Distance	Included
3-Way Calling	Included <sup>1</sup>
Call Forwarding	Included
Caller ID	Included
Call Waiting	Included <sup>1</sup>
Voicemail	Included <sup>1</sup>
900/976 Blocking	No charge
Rollover Unused Minutes/Text Option	N/A
Contract Needed	N/A
Credit Check Needed	N/A

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.




**FEDERAL LIFELINE PLANS COMPARISON CHART – ATTACHMENT A-4**

 <b>SEQUOIA WIRELESS</b>	<b>FEDERAL LIFELINE BROADBAND ONLY PLAN [TRIBAL]</b>
Regular Rate	\$109.25
Federal Lifeline Discount	\$9.25
Federal Lifeline Enhanced Support Discount	\$25.00
Additional Company Discount	\$75.00
Monthly Discounted Rate	\$0
Number of Minutes	Unlimited
Domestic Messages	Unlimited
Data (4G LTE / 5G) High-Speed	12 GB
Data (At least FCC MSS (3G) Speed	Unlimited
Mobile Hotspot	Included. Uses data from monthly plan allocation.
Number Porting	\$0
Applicable Taxes, Fees, and Surcharges	None
California LifeLine Taxes, Fees, and Surcharges Exemption	LifeLine participants exempt
Fee for Additional Minutes/Messages	N/A
Fee for Additional Data	\$5 per GB
Fee for Calling 911 or Customer Service	No charge
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, 811)	No charge
Fee for Calling 411	No charge <sup>1</sup>
Fee for Calling Directory Assistance	No charge <sup>1</sup>
Fee for Calling Operator Services	No charge <sup>1</sup>
Regular Activation Fee	\$0
Discounted Activation Fee	\$0
Tablet Fee	No charge. Consumer receives either a refurbished data-enabled tablet or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	No charge
Deposit	No charge
Early Termination Fee	No charge
Local Calls	Included
Nationwide Domestic Long Distance	Included
3-Way Calling	Included <sup>1</sup>
Call Forwarding	Included
Caller ID	Included
Call Waiting	Included <sup>1</sup>
Voicemail	Included <sup>1</sup>
900/976 Blocking	No charge
Rollover Unused Minutes/Text Option	N/A
Contract Needed	N/A
Credit Check Needed	N/A

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.


**CALIFORNIA LIFELINE PLANS COMPARISON CHART – ATTACHMENT A-5**

 <b>SEQUOIA WIRELESS</b>	<b>CALIFORNIA LIFELINE / ACP BUNDLED STANDARD PLAN [TRIBAL]</b>
Regular Rate	\$109.25
Federal Lifeline Discount	\$9.25
Federal Lifeline Enhanced Support Discount	\$25.00
Affordable Connectivity Program Discount	\$75.00
California LifeLine Discount	\$0
Monthly Discounted Rate	\$0
Number of Minutes	Unlimited
Domestic Messages	Unlimited
Data (4G LTE / 5G) High-Speed	12 GB
Data (At least FCC MSS (3G) Speed	Unlimited
Mobile Hotspot	Included. Uses data from monthly plan allocation.
Number Porting	\$0
Applicable Taxes, Fees, and Surcharges	None
California LifeLine Taxes, Fees, and Surcharges Exemption	LifeLine participants exempt
Fee for Additional Minutes/Messages	N/A
Fee for Additional Data	\$5 per GB
Fee for Calling 911 or Customer Service	No charge
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, 811)	No charge
Fee for Calling 411	No charge <sup>1</sup>
Fee for Calling Directory Assistance	No charge <sup>1</sup>
Fee for Calling Operator Services	No charge <sup>1</sup>
Regular Activation Fee	\$39.00
Discounted Activation Fee <sup>2</sup>	\$0
Cell Phone Fee	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	No charge
Deposit	No charge
Early Termination Fee	No charge
Local Calls	Included
Nationwide Domestic Long Distance	Included
3-Way Calling	Included <sup>1</sup>
Call Forwarding	Included
Caller ID	Included
Call Waiting	Included <sup>1</sup>
Voicemail	Included <sup>1</sup>
900/976 Blocking	No charge
Rollover Unused Minutes/Text Option	N/A
Contract Needed	N/A
Credit Check Needed	N/A

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>2</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, Sequoia Wireless will provide a goodwill gesture and waive the fee.

**CALIFORNIA LIFELINE PLANS COMPARISON CHART – ATTACHMENT A-6**

 <b>SEQUOIA WIRELESS</b>	<b>CALIFORNIA LIFELINE BUNDLED STANDARD PLAN [TRIBAL]</b>
Regular Rate	\$109.25
Federal Lifeline Discount	\$9.25
Federal Lifeline Enhanced Support Discount	\$25.00
California LifeLine Discount	\$17.90
Additional Company Discount	\$57.10
Monthly Discounted Rate	\$0
Number of Minutes	Unlimited
Domestic Messages	Unlimited
Data (4G LTE / 5G) High-Speed	12 GB
Data (At least FCC MSS (3G) Speed	Unlimited
Mobile Hotspot	Included. Uses data from monthly plan allocation.
Number Porting	\$0
Applicable Taxes, Fees, and Surcharges	None
California LifeLine Taxes, Fees, and Surcharges Exemption	LifeLine participants exempt
Fee for Additional Minutes/Messages	N/A
Fee for Additional Data	\$5 per GB
Fee for Calling 911 or Customer Service	No charge
Fee for Calling N11 Special Service Numbers (211, 311, 511, 711, 811)	No charge
Fee for Calling 411	No charge <sup>1</sup>
Fee for Calling Directory Assistance	No charge <sup>1</sup>
Fee for Calling Operator Services	No charge <sup>1</sup>
Regular Activation Fee	\$39.00
Discounted Activation Fee <sup>2</sup>	\$0
Cell Phone Fee	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	No charge
Deposit	No charge
Early Termination Fee	No charge
Local Calls	Included
Nationwide Domestic Long Distance	Included
3-Way Calling	Included <sup>1</sup>
Call Forwarding	Included
Caller ID	Included
Call Waiting	Included <sup>1</sup>
Voicemail	Included <sup>1</sup>
900/976 Blocking	No charge
Rollover Unused Minutes/Text Option	N/A
Contract Needed	N/A
Credit Check Needed	N/A

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>2</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, Sequoia Wireless will provide a goodwill gesture and waive the fee.

# **Attachment B**

## **Schedule of Rates and Charges**

**ATTACHMENT B-1**

**SCHEDULE OF RATES AND CHARGES – SEQUOIA WIRELESS PLANS**

<b>Service/Feature Name</b>	<b>Service/Feature Definition</b>	<b>LifeLine Service / Feature Rate and Charge</b>	<b>Service/Feature Restrictions</b>
3-Way Calling	A feature that allows you to add another participant to an existing call. <sup>1</sup>	\$0.00	Included
Caller ID	A feature that alerts you to an incoming call and allows you to see the number from which the call is originating. <sup>1</sup>	\$0.00	Included
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls. <sup>1</sup>	\$0.00	Included
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate. <sup>1</sup>	\$0.00	Included
Voicemail	A feature that lets a caller to leave a message or access other available options if a line is busy or not answered. <sup>1</sup>	\$0.00	Included
Toll Blocking	A feature to limit toll spending thresholds on plans that are not unlimited. <sup>1</sup>	\$0.00	No charge. Note: once toll limits have been reached, only calls to 611 and 911 are permitted.
International Long Distance (ILD) Blocking	A feature where outbound calls are blocked to international destinations.	\$0.00	No charge. Note: international long distance is blocked by default as international calling is not provided.
900/976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	No charge
Local Calls	Any call, text message or other connection made to a location in your local calling area. <sup>1</sup>	\$0.00	Included
Nationwide Domestic Long Distance	Any call, text message or other connection made to a location outside your local calling area.	\$0.00	Included
211 – Information and referral service	Information and referral service.	\$0.00	No charge
311 – Government Information	Non-emergency government service information.	\$0.00	No charge

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

411 – Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings. <sup>2</sup>	\$0.00	No charge. Note: Customers can also call 1-800-FREE411 for directory services.
511 – Transportation Information	Non-emergency government service information.	\$0.00	No charge
611 – Customer and Repair Service	Customer service and repair information.	\$0.00	No charge
711 – TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	No charge
811 – Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	No charge
911 – Emergency Services	Emergency call number based on location information available.	\$0.00	No charge
0 - Operator Services Live	Operator Services <sup>2</sup>	\$0.00	No charge
0 - Operator Services Automated	Automated Operator <sup>2</sup>	\$0.00	No charge
0 - Operator Services Person-to-Person	Person-to-Person Operator Assisted <sup>2</sup>	\$0.00	No charge
Deaf/Disabled Service	Second line available to deaf and disabled California LifeLine Subscribers.	Based on plans selected	No charge. Note: Available to qualified deaf or disabled California Lifeline Subscribers.
Deposit for Service	A refundable charge due at service activation	\$0.00	N/A
Mobile Hotspot	Let's you share data with a device	\$0.00	Included
Number Porting	Porting an existing phone number and transferring it to another provider	\$0.00	No charge
Regular Activation Fee	A one-time fee to activate service or transfer from another service provider	\$39.00	Note: This one-time fee will be charged to the customer's account at activation; however, if the customer is approved for California LifeLine, the customer will receive a \$39.00 discount, if found ineligible, Sequoia Wireless will waive the fee <sup>3</sup> .

<sup>2</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>3</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from

Discounted Activation Fee	A one-time fee to activate service or transfer from another service provider after California LifeLine or Company waiver is applied	\$0.00	Note: This one-time fee will be charged to the customer's account at activation; however, if the customer is approved for California LifeLine, the customer will receive a \$39.00 discount, if found ineligible, Sequoia Wireless will waive the fee <sup>4</sup> .
Early Termination Fee	A charge to end service	\$0.00	No charge
Cell Phone Fee	A charge to obtain a handset	\$0.00	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	A charge to return handset	\$0.00	No charge

**FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS**

<b>Plan Name</b>	<b>Plan Includes</b>	<b>Regular Plan Charge</b>	<b>LifeLine Plan Charge</b>	<b>Additional Charges</b>	<b>California LifeLine Eligible</b>
California LifeLine / ACP Bundled Standard Plan [Non-Tribal]	Unlimited Talk, Text & 6 GB of High-Speed Data <sup>5</sup>	\$39.25	\$0.00 <sup>6</sup>	Add additional data: \$5.00 denomination – 1 GB	Eligible

two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a good will gesture and waive the fee.

<sup>4</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a good will gesture and waive the fee.

<sup>5</sup> Unlimited thereafter at 3G Speed.

<sup>6</sup> Reflects plan charge after California LifeLine subsidy and any additional company discounts or promotional company credits (indefinite promotional company credit applied).

**ATTACHMENT B-2**

**SCHEDULE OF RATES AND CHARGES – SEQUOIA WIRELESS PLANS**

<b>Service/Feature Name</b>	<b>Service/Feature Definition</b>	<b>LifeLine Service / Feature Rate and Charge</b>	<b>Service/Feature Restrictions</b>
3-Way Calling	A feature that allows you to add another participant to an existing call. <sup>1</sup>	\$0.00	Included
Caller ID	A feature that alerts you to an incoming call and allows you to see the number from which the call is originating. <sup>1</sup>	\$0.00	Included
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls. <sup>1</sup>	\$0.00	Included
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate. <sup>1</sup>	\$0.00	Included
Voicemail	A feature that lets a caller to leave a message or access other available options if a line is busy or not answered. <sup>1</sup>	\$0.00	Included
Toll Blocking	A feature to limit toll spending thresholds on plans that are not unlimited. <sup>1</sup>	\$0.00	No charge. Note: once toll limits have been reached, only calls to 611 and 911 are permitted.
International Long Distance (ILD) Blocking	A feature where outbound calls are blocked to international destinations.	\$0.00	No charge. Note: international long distance is blocked by default as international calling is not provided.
900/976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	No charge
Local Calls	Any call, text message or other connection made to a location in your local calling area. <sup>1</sup>	\$0.00	Included
Nationwide Domestic Long Distance	Any call, text message or other connection made to a location outside your local calling area.	\$0.00	Included
211 – Information and referral service	Information and referral service.	\$0.00	No charge
311 – Government Information	Non-emergency government service information.	\$0.00	No charge

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.



411 – Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings. <sup>2</sup>	\$0.00	No charge. Note: Customers can also call 1-800-FREE411 for directory services.
511 – Transportation Information	Non-emergency government service information.	\$0.00	No charge
611 – Customer and Repair Service	Customer service and repair information.	\$0.00	No charge
711 – TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	No charge
811 – Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	No charge
911 – Emergency Services	Emergency call number based on location information available.	\$0.00	No charge
0 - Operator Services Live	Operator Services <sup>2</sup>	\$0.00	No charge
0 - Operator Services Automated	Automated Operator <sup>2</sup>	\$0.00	No charge
0 - Operator Services Person-to-Person	Person-to-Person Operator Assisted <sup>2</sup>	\$0.00	No charge
Deaf/Disabled Service	Second line available to deaf and disabled California LifeLine Subscribers.	Based on plans selected	No charge. Note: Available to qualified deaf or disabled California Lifeline Subscribers.
Deposit for Service	A refundable charge due at service activation	\$0.00	N/A
Mobile Hotspot	Let's you share data with a device	\$0.00	Included
Number Porting	Porting an existing phone number and transferring it to another provider	\$0.00	No charge
Regular Activation Fee	A one-time fee to activate service or transfer from another service provider	\$39.00	Note: This one-time fee will be charged to the customer's account at activation; however, if the customer is approved for California LifeLine, the customer will receive a \$39.00 discount, if found ineligible, Sequoia Wireless will waive the fee <sup>3</sup> .

<sup>2</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>3</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from

Discounted Activation Fee	A one-time fee to activate service or transfer from another service provider after California LifeLine or Company waiver is applied	\$0.00	Note: This one-time fee will be charged to the customer's account at activation; however, if the customer is approved for California LifeLine, the customer will receive a \$39.00 discount, if found ineligible, Sequoia Wireless will waive the fee <sup>4</sup> .
Early Termination Fee	A charge to end service	\$0.00	No charge
Cell Phone Fee	A charge to obtain a handset	\$0.00	No charge. Consumer receives either a refurbished data-enabled phone or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	A charge to return handset	\$0.00	No charge

**FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS**

<b>Plan Name</b>	<b>Plan Includes</b>	<b>Regular Plan Charge</b>	<b>LifeLine Plan Charge</b>	<b>Additional Charges</b>	<b>California LifeLine Eligible</b>
California LifeLine Bundled Standard Plan [Non-Tribal]	Unlimited Talk, Text & 6 GB of High-Speed Data <sup>5</sup>	\$39.25	\$0.00 <sup>6</sup>	Add additional data: \$5.00 denomination – 1 GB	Eligible

two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a good will gesture and waive the fee.

<sup>4</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee, for which Sequoia Wireless will provide a good will gesture and waive the fee.

<sup>5</sup> Unlimited thereafter at 3G Speed.

<sup>6</sup> Reflects plan charge after California LifeLine subsidy and any additional company discounts or promotional company credits (indefinite promotional company credit applied).

**ATTACHMENT B-3**

**SCHEDULE OF RATES AND CHARGES – SEQUOIA WIRELESS PLANS**

<b>Service/Feature Name</b>	<b>Service/Feature Definition</b>	<b>LifeLine Service / Feature Rate and Charge</b>	<b>Service/Feature Restrictions</b>
3-Way Calling	A feature that allows you to add another participant to an existing call. <sup>1</sup>	\$0.00	Included
Caller ID	A feature that alerts you to an incoming call and allows you to see the number from which the call is originating. <sup>1</sup>	\$0.00	Included
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls. <sup>1</sup>	\$0.00	Included
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate. <sup>1</sup>	\$0.00	Included
Voicemail	A feature that lets a caller to leave a message or access other available options if a line is busy or not answered. <sup>1</sup>	\$0.00	Included
Toll Blocking	A feature to limit toll spending thresholds on plans that are not unlimited. <sup>1</sup>	\$0.00	No charge. Note: once toll limits have been reached, only calls to 611 and 911 are permitted.
International Long Distance (ILD) Blocking	A feature where outbound calls are blocked to international destinations.	\$0.00	No charge. Note: international long distance is blocked by default as international calling is not provided.
900/976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	No charge
Local Calls	Any call, text message or other connection made to a location in your local calling area. <sup>1</sup>	\$0.00	Included
Nationwide Domestic Long Distance	Any call, text message or other connection made to a location outside your local calling area.	\$0.00	Included
211 – Information and referral service	Information and referral service.	\$0.00	No charge
311 – Government Information	Non-emergency government service information.	\$0.00	No charge

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

411 – Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings. <sup>2</sup>	\$0.00	No charge. Note: Customers can also call 1-800-FREE411 for directory services.
511 – Transportation Information	Non-emergency government service information.	\$0.00	No charge
611 – Customer and Repair Service	Customer service and repair information.	\$0.00	No charge
711 – TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	No charge
811 – Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	No charge
911 – Emergency Services	Emergency call number based on location information available.	\$0.00	No charge
0 - Operator Services Live	Operator Services <sup>2</sup>	\$0.00	No charge
0 - Operator Services Automated	Automated Operator <sup>2</sup>	\$0.00	No charge
0 - Operator Services Person-to-Person	Person-to-Person Operator Assisted <sup>2</sup>	\$0.00	No charge
Deaf/Disabled Service	Second line available to deaf and disabled California LifeLine Subscribers.	Based on plans selected	No charge. Note: Available to qualified deaf or disabled California Lifeline Subscribers.
Deposit for Service	A refundable charge due at service activation	\$0.00	N/A
Mobile Hotspot	Let's you share data with a device	\$0.00	Included
Number Porting	Porting an existing phone number and transferring it to another provider	\$0.00	No charge
Regular Activation Fee	A one-time fee to activate service	\$0 .00	
Discounted Activation Fee	A one-time fee to activate service after discount is applied	\$0.00	
Early Termination Fee	A charge to end service	\$0.00	No charge
Tablet Co-Pay	A charge to obtain a handset	\$12	\$12 Copay. Consumer receives either a refurbished data-enabled tablet or SIM card for own device. If consumer wants

<sup>2</sup> No charge for feature, but standard airtime is deducted based on call duration.

			upgrade, there is upcharge, with fee based on model.
Restocking Fee	A charge to return handset	\$0.00	No charge

**FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS**

<b>Plan Name</b>	<b>Plan Includes</b>	<b>Regular Plan Charge</b>	<b>LifeLine Plan Charge</b>	<b>Additional Charges</b>	<b>California LifeLine Eligible</b>
Federal Lifeline / ACP Broadband Only Plan [Tribal]	Unlimited Talk, Text & 12 GB of High-Speed Data <sup>3</sup>	\$109.25	\$0.00 <sup>4</sup>	Add additional data: \$5.00 denomination – 1 GB	Not-Eligible

<sup>3</sup> Unlimited thereafter at 3G Speed.

<sup>4</sup> Reflects plan charge after California LifeLine subsidy and any additional company discounts or promotional company credits (indefinite promotional company credit applied).

**ATTACHMENT B-4**

**SCHEDULE OF RATES AND CHARGES – SEQUOIA WIRELESS PLANS**

<b>Service/Feature Name</b>	<b>Service/Feature Definition</b>	<b>LifeLine Service / Feature Rate and Charge</b>	<b>Service/Feature Restrictions</b>
3-Way Calling	A feature that allows you to add another participant to an existing call. <sup>1</sup>	\$0.00	Included
Caller ID	A feature that alerts you to an incoming call and allows you to see the number from which the call is originating. <sup>1</sup>	\$0.00	Included
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls. <sup>1</sup>	\$0.00	Included
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate. <sup>1</sup>	\$0.00	Included
Voicemail	A feature that lets a caller to leave a message or access other available options if a line is busy or not answered. <sup>1</sup>	\$0.00	Included
Toll Blocking	A feature to limit toll spending thresholds on plans that are not unlimited. <sup>1</sup>	\$0.00	No charge. Note: once toll limits have been reached, only calls to 611 and 911 are permitted.
International Long Distance (ILD) Blocking	A feature where outbound calls are blocked to international destinations.	\$0.00	No charge. Note: international long distance is blocked by default as international calling is not provided.
900/976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	No charge
Local Calls	Any call, text message or other connection made to a location in your local calling area. <sup>1</sup>	\$0.00	Included
Nationwide Domestic Long Distance	Any call, text message or other connection made to a location outside your local calling area.	\$0.00	Included
211 – Information and referral service	Information and referral service.	\$0.00	No charge
311 – Government Information	Non-emergency government service information.	\$0.00	No charge

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

411 – Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings. <sup>2</sup>	\$0.00	No charge. Note: Customers can also call 1-800-FREE411 for directory services.
511 – Transportation Information	Non-emergency government service information.	\$0.00	No charge
611 – Customer and Repair Service	Customer service and repair information.	\$0.00	No charge
711 – TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	No charge
811 – Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	No charge
911 – Emergency Services	Emergency call number based on location information available.	\$0.00	No charge
0 - Operator Services Live	Operator Services <sup>2</sup>	\$0.00	No charge
0 - Operator Services Automated	Automated Operator <sup>2</sup>	\$0.00	No charge
0 - Operator Services Person-to-Person	Person-to-Person Operator Assisted <sup>2</sup>	\$0.00	No charge
Deaf/Disabled Service	Second line available to deaf and disabled California LifeLine Subscribers.	Based on plans selected	No charge. Note: Available to qualified deaf or disabled California Lifeline Subscribers.
Deposit for Service	A refundable charge due at service activation	\$0.00	N/A
Mobile Hotspot	Let's you share data with a device	\$0.00	Included
Number Porting	Porting an existing phone number and transferring it to another provider	\$0.00	No charge
Regular Activation Fee	A one-time fee to activate service	\$0.00	
Discounted Activation Fee	A one-time fee to activate service or Company waiver is applied	\$0.00	Note: This one-time fee will be charged to the customer's account at activation.
Early Termination Fee	A charge to end service	\$0.00	No charge
Tablet Fee	A charge to obtain a handset	\$0.00	No Charge. Consumer receives either a refurbished data-enabled

<sup>2</sup> No charge for feature, but standard airtime is deducted based on call duration.

			tablet or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	A charge to return handset	\$0.00	No charge

**FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS**

<b>Plan Name</b>	<b>Plan Includes</b>	<b>Regular Plan Charge</b>	<b>LifeLine Plan Charge</b>	<b>Additional Charges</b>	<b>California LifeLine Eligible</b>
Federal Lifeline Broadband Only Plan [Tribal]	Unlimited Talk, Text & 12 GB of High-Speed Data <sup>3</sup>	\$109.25	\$0.00 <sup>4</sup>	Add additional data: \$5.00 denomination – 1 GB	Not-Eligible

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<sup>3</sup> Unlimited thereafter at 3G Speed.

<sup>4</sup> Reflects plan charge after California LifeLine subsidy and any additional company discounts or promotional company credits (indefinite promotional company credit applied).



**ATTACHMENT B-5**

**SCHEDULE OF RATES AND CHARGES – SEQUOIA WIRELESS PLANS**

<b>Service/Feature Name</b>	<b>Service/Feature Definition</b>	<b>LifeLine Service / Feature Rate and Charge</b>	<b>Service/Feature Restrictions</b>
3-Way Calling	A feature that allows you to add another participant to an existing call. <sup>1</sup>	\$0.00	Included
Caller ID	A feature that alerts you to an incoming call and allows you to see the number from which the call is originating. <sup>1</sup>	\$0.00	Included
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls. <sup>1</sup>	\$0.00	Included
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate. <sup>1</sup>	\$0.00	Included
Voicemail	A feature that lets a caller to leave a message or access other available options if a line is busy or not answered. <sup>1</sup>	\$0.00	Included
Toll Blocking	A feature to limit toll spending thresholds on plans that are not unlimited. <sup>1</sup>	\$0.00	No charge. Note: once toll limits have been reached, only calls to 611 and 911 are permitted.
International Long Distance (ILD) Blocking	A feature where outbound calls are blocked to international destinations.	\$0.00	No charge. Note: international long distance is blocked by default as international calling is not provided.
900/976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	No charge
Local Calls	Any call, text message or other connection made to a location in your local calling area. <sup>1</sup>	\$0.00	Included
Nationwide Domestic Long Distance	Any call, text message or other connection made to a location outside your local calling area.	\$0.00	Included
211 – Information and referral service	Information and referral service.	\$0.00	No charge
311 – Government Information	Non-emergency government service information.	\$0.00	No charge

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

411 – Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings. <sup>2</sup>	\$0.00	No charge. Note: Customers can also call 1-800-FREE411 for directory services.
511 – Transportation Information	Non-emergency government service information.	\$0.00	No charge
611 – Customer and Repair Service	Customer service and repair information.	\$0.00	No charge
711 – TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	No charge
811 – Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	No charge
911 – Emergency Services	Emergency call number based on location information available.	\$0.00	No charge
0 - Operator Services Live	Operator Services <sup>2</sup>	\$0.00	No charge
0 - Operator Services Automated	Automated Operator <sup>2</sup>	\$0.00	No charge
0 - Operator Services Person-to-Person	Person-to-Person Operator Assisted <sup>2</sup>	\$0.00	No charge
Deaf/Disabled Service	Second line available to deaf and disabled California LifeLine Subscribers.	Based on plans selected	No charge. Note: Available to qualified deaf or disabled California Lifeline Subscribers.
Deposit for Service	A refundable charge due at service activation	\$0.00	N/A
Mobile Hotspot	Let's you share data with a device	\$0.00	Included
Number Porting	Porting an existing phone number and transferring it to another provider	\$0.00	No charge
Regular Activation Fee	A one-time fee to activate service	\$39.00	Note: This one-time fee will be charged to the customer's account at activation; if customer is approved for California LifeLine, the customer will receive up to \$39.00 discount, if found ineligible or partially ineligible, Sequoia Wireless will waive the difference <sup>3</sup> .

<sup>2</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>3</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from

Discounted Activation Fee	A one-time fee to activate service or Company waiver is applied	\$0.00	Note: This one-time fee will be charged to the customer's account at activation; if customer is approved for California LifeLine, the customer will receive up to \$39.00 discount, if found ineligible or partially ineligible, Sequoia Wireless will waive the difference <sup>4</sup> .
Early Termination Fee	A charge to end service	\$0.00	No charge
Tablet Fee	A charge to obtain a handset	\$0.00	No Charge. Consumer receives either a refurbished data-enabled tablet or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	A charge to return handset	\$0.00	No charge

**FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS**

<b>Plan Name</b>	<b>Plan Includes</b>	<b>Regular Plan Charge</b>	<b>LifeLine Plan Charge</b>	<b>Additional Charges</b>	<b>California LifeLine Eligible</b>
California LifeLine / ACP Bundled Standard Plan [Tribal]	Unlimited Talk, Text & 12 GB of High-Speed Data <sup>5</sup>	\$109.25	\$0.00 <sup>6</sup>	Add additional data: \$5.00 denomination – 1 GB	Eligible

two (2) Lifeline providers since December 24 of the prior year, Sequoia Wireless will provide a good will gesture and waive the fee.

<sup>4</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, Sequoia Wireless will provide a good will gesture and waive the fee.

<sup>5</sup> Unlimited thereafter at 3G Speed.

<sup>6</sup> Reflects plan charge after California LifeLine subsidy and any additional company discounts or promotional company credits (indefinite promotional company credit applied).

**ATTACHMENT B-6**

**SCHEDULE OF RATES AND CHARGES – SEQUOIA WIRELESS PLANS**

<b>Service/Feature Name</b>	<b>Service/Feature Definition</b>	<b>LifeLine Service / Feature Rate and Charge</b>	<b>Service/Feature Restrictions</b>
3-Way Calling	A feature that allows you to add another participant to an existing call. <sup>1</sup>	\$0.00	Included
Caller ID	A feature that alerts you to an incoming call and allows you to see the number from which the call is originating. <sup>1</sup>	\$0.00	Included
Call Waiting	A feature that alerts you to an incoming call while you're on a call and allows you to switch between the two calls. <sup>1</sup>	\$0.00	Included
Call Forwarding	A feature whereby all calls to your mobile phone number redirect automatically to another number that you designate. <sup>1</sup>	\$0.00	Included
Voicemail	A feature that lets a caller to leave a message or access other available options if a line is busy or not answered. <sup>1</sup>	\$0.00	Included
Toll Blocking	A feature to limit toll spending thresholds on plans that are not unlimited. <sup>1</sup>	\$0.00	No charge. Note: once toll limits have been reached, only calls to 611 and 911 are permitted.
International Long Distance (ILD) Blocking	A feature where outbound calls are blocked to international destinations.	\$0.00	No charge. Note: international long distance is blocked by default as international calling is not provided.
900/976 Call Block	A feature where outbound calls are blocked to 900 and 976 numbers.	\$0.00	No charge
Local Calls	Any call, text message or other connection made to a location in your local calling area. <sup>1</sup>	\$0.00	Included
Nationwide Domestic Long Distance	Any call, text message or other connection made to a location outside your local calling area.	\$0.00	Included
211 – Information and referral service	Information and referral service.	\$0.00	No charge
311 – Government Information	Non-emergency government service information.	\$0.00	No charge

<sup>1</sup> No charge for feature, but standard airtime is deducted based on call duration.

411 – Directory Services	411 gives you access to telephone numbers and addresses of business, government, and residential listings. <sup>2</sup>	\$0.00	No charge. Note: Customers can also call 1-800-FREE411 for directory services.
511 – Transportation Information	Non-emergency government service information.	\$0.00	No charge
611 – Customer and Repair Service	Customer service and repair information.	\$0.00	No charge
711 – TRS Relay Access	FCC adopted use of the 711 dialing code for access to Telecommunications Relay Services (TRS).	\$0.00	No charge
811 – Call Before You Dig (CBUD) Information	CBUD information to protect pipes.	\$0.00	No charge
911 – Emergency Services	Emergency call number based on location information available.	\$0.00	No charge
0 - Operator Services Live	Operator Services <sup>2</sup>	\$0.00	No charge
0 - Operator Services Automated	Automated Operator <sup>2</sup>	\$0.00	No charge
0 - Operator Services Person-to-Person	Person-to-Person Operator Assisted <sup>2</sup>	\$0.00	No charge
Deaf/Disabled Service	Second line available to deaf and disabled California LifeLine Subscribers.	Based on plans selected	No charge. Note: Available to qualified deaf or disabled California Lifeline Subscribers.
Deposit for Service	A refundable charge due at service activation	\$0.00	N/A
Mobile Hotspot	Let's you share data with a device	\$0.00	Included
Number Porting	Porting an existing phone number and transferring it to another provider	\$0.00	No charge
Regular Activation Fee	A one-time fee to activate service	\$39.00	Note: This one-time fee will be charged to the customer's account at activation; if customer is approved for California LifeLine, the customer will receive up to \$39.00 discount, if found ineligible or partially ineligible, Sequoia Wireless will waive the difference <sup>3</sup> .

<sup>2</sup> No charge for feature, but standard airtime is deducted based on call duration.

<sup>3</sup> The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from

Discounted Activation Fee	A one-time fee to activate service or Company waiver is applied	\$0.00	Note: This one-time fee will be charged to the customer's account at activation; if customer is approved for California LifeLine, the customer will receive up to \$39.00 discount, if found ineligible or partially ineligible, Sequoia Wireless will waive the difference <sup>4</sup> .
Early Termination Fee	A charge to end service	\$0.00	No charge
Tablet Fee	A charge to obtain a handset	\$0.00	No Charge. Consumer receives either a refurbished data-enabled tablet or SIM card for own device. If consumer wants upgrade, there is upcharge, with fee based on model.
Restocking Fee	A charge to return handset	\$0.00	No charge

**FEATURES AVAILABLE TO SEQUOIA WIRELESS PREPAID WIRELESS PLANS**

<b>Plan Name</b>	<b>Plan Includes</b>	<b>Regular Plan Charge</b>	<b>LifeLine Plan Charge</b>	<b>Additional Charges</b>	<b>California LifeLine Eligible</b>
California LifeLine Bundled Standard Plan [Tribal]	Unlimited Talk, Text & 12 GB of High-Speed Data <sup>5</sup>	\$109.25	\$0.00 <sup>6</sup>	Add additional data: \$5.00 denomination – 1 GB	Eligible

two (2) Lifeline providers since December 24 of the prior year, Sequoia Wireless will provide a good will gesture and waive the fee.

<sup>4</sup> Sequoia Wireless will provide a good will gesture and waive the fee. The California LifeLine fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per participant per year. If the customer has already received Lifeline service from two (2) Lifeline providers since December 24 of the prior year, Sequoia Wireless will provide a good will gesture and waive the fee.

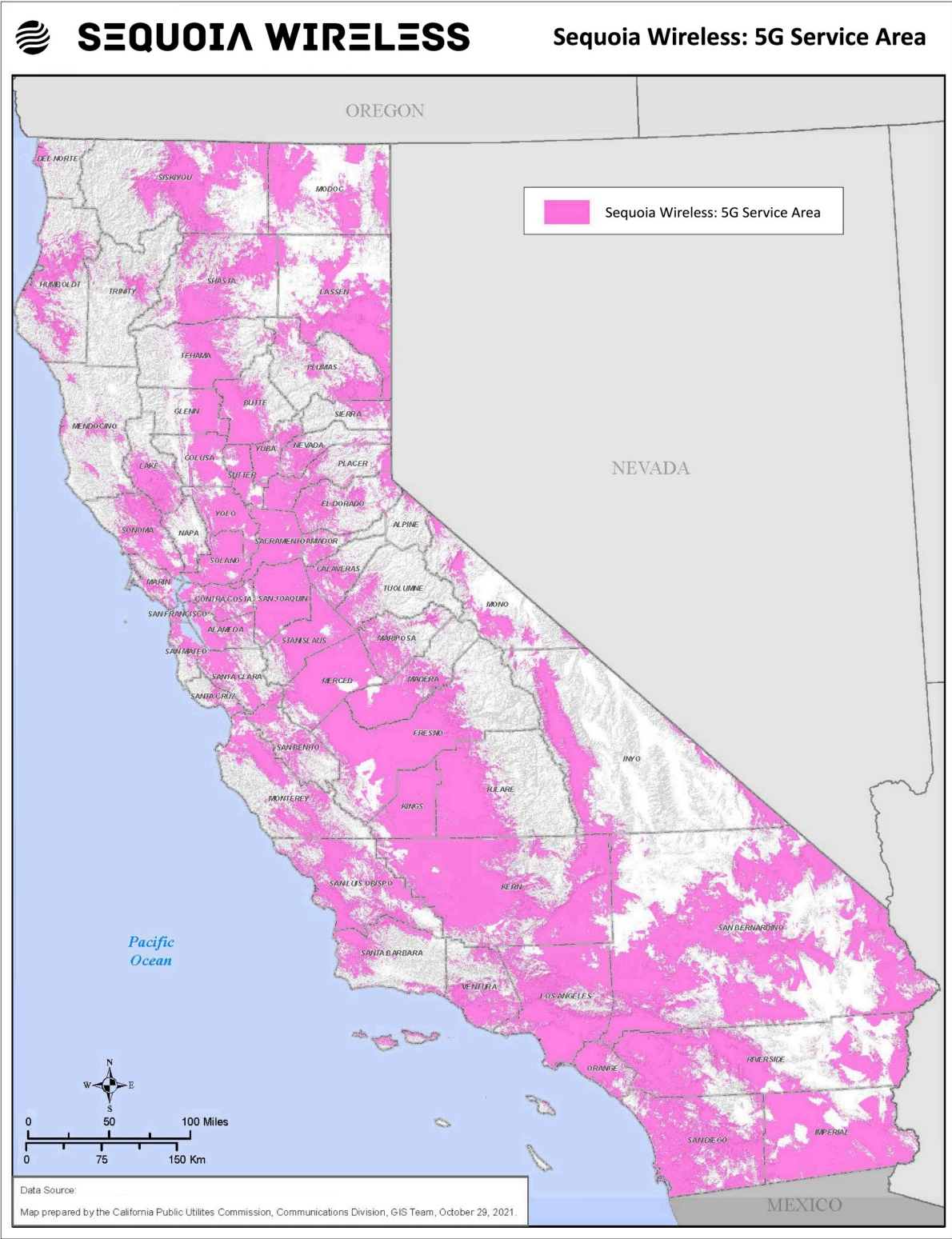
<sup>5</sup> Unlimited thereafter at 3G Speed.

<sup>6</sup> Reflects plan charge after California LifeLine subsidy and any additional company discounts or promotional company credits (indefinite promotional company credit applied).

# **Attachment C**

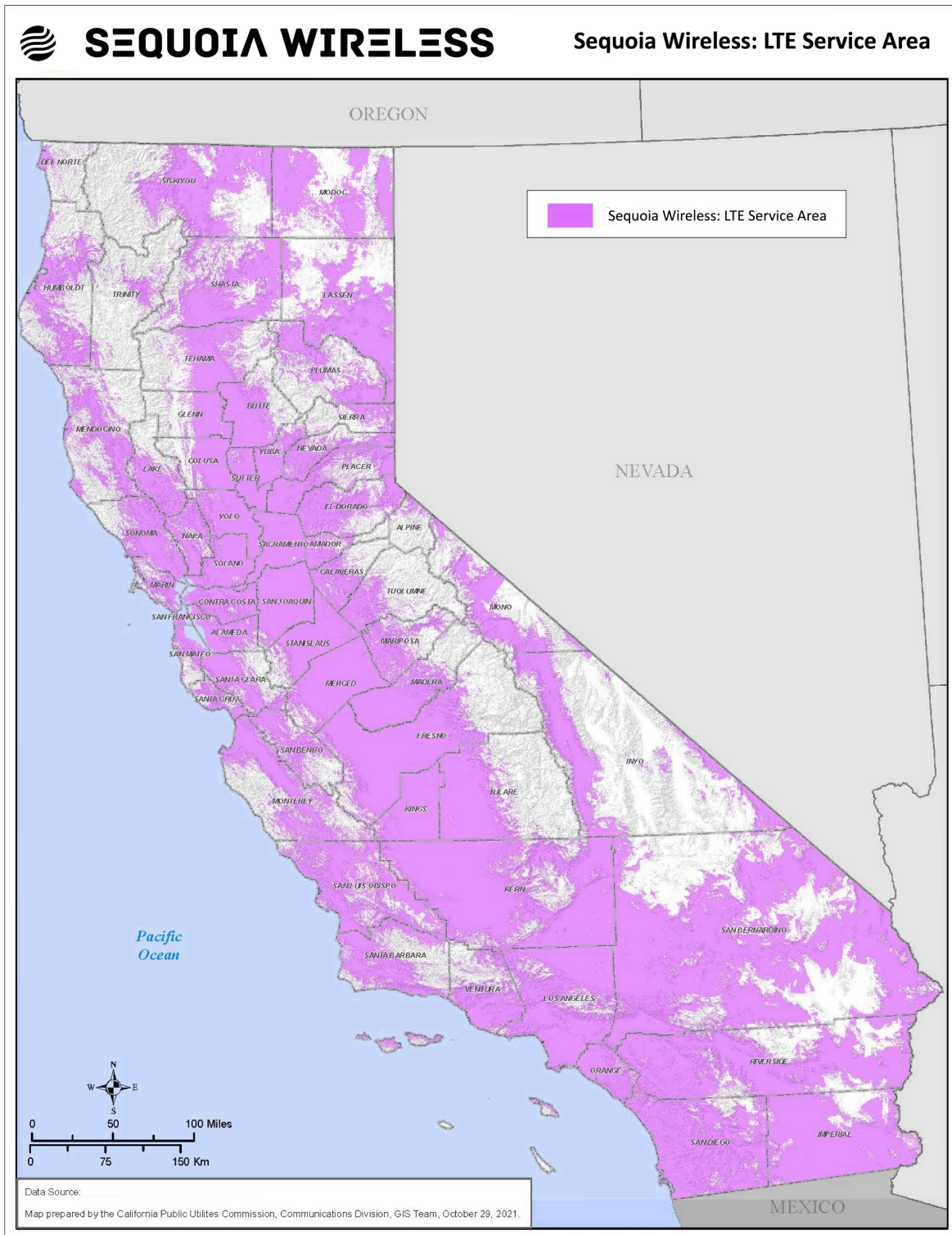
**Service Area**

# Attachment C-1





# Attachment C-2



# **Attachment D**

**California LifeLine Terms and Conditions and Disclosures**

## California LifeLine Terms and Conditions

Effective Date: June 9, 2023

Please carefully review Sequoia Wireless's California LifeLine Terms and Conditions ("Terms & Conditions"). These Terms & Conditions between Join LifeLine, LLC, doing business as Sequoia Wireless ("Sequoia Wireless," or the "Company," "we," "us," or "our") and you constitute a legally enforceable agreement between you and Sequoia Wireless. They outline your legal rights and stipulate that some issues be addressed by Arbitration rather than a court trial. Sequoia Wireless maintains the right, at its sole discretion, to update or modify any of these Terms & Conditions at any time. Once posted on the Sequoia Wireless website located at [www.sequoiawireless.com](http://www.sequoiawireless.com), any changes or amendments to these Terms & Conditions shall be binding on you. You should check these websites for modifications to these terms on a regular basis. You ("You"), the subscriber, accept and agree to the following terms and conditions by registering in the California LifeLine program provided by Sequoia Wireless.

By using Sequoia Wireless Services and Devices, you are bound to the following (note: If there is a discrepancy, as it pertains to Sequoia Wireless's California LifeLine Service, the terms of "California LifeLine Terms and Conditions" will supersede):

1. California LifeLine Terms and Conditions (herein - [www.sequoiawireless.com/caterms](http://www.sequoiawireless.com/caterms))
2. ACP Terms and Conditions (applicable to LifeLine/ACP plans refer to [www.sequoiawireless.com/acpterms](http://www.sequoiawireless.com/acpterms))
3. Accessibility Policy (refer to [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility))
4. Accessibility Use Policy ([www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility))
5. Digital Millennium Copyright Act Policy ([www.sequoiawireless.com/dmca](http://www.sequoiawireless.com/dmca))
6. Freedom of Choice Policy ([www.sequoiawireless.com/freedom](http://www.sequoiawireless.com/freedom))
7. Net Neutrality Policy ([www.sequoiawireless.com/neutrality](http://www.sequoiawireless.com/neutrality))
8. Open Internet Policy (refer to [www.sequoiawireless.com/openinternet](http://www.sequoiawireless.com/openinternet))
9. Privacy Policy (refer to [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy))
10. Website Terms of Use (refer to [www.sequoiawireless.com/webterms](http://www.sequoiawireless.com/webterms))

### General Terms and Conditions

Please read these General Terms and Conditions carefully and make sure you understand each provision as they include vital information regarding the services offered to you and our use of certain information. These Terms and Conditions mandate the use of individual arbitration to settle disputes, as opposed to jury trials or class actions. In the case of a disagreement, these Terms and Conditions restrict our responsibility and your possible remedies.

- 1) **General.** Join LifeLine, LLC, doing business as Sequoia Wireless ("Sequoia Wireless," or the "Company," "we," "us," or "our"). "You," "your," "applicant," "customer," "subscriber," "participant," and "user" refer to an account holder or authorized user of our Services or Devices. "Services" means voice telephony, text messaging, broadband Internet access services, applications, including Sequoia Wireless-branded Preinstalled Applications, and any other services provided to you by Sequoia Wireless. "Device" means any phone, device, accessory, or other product provided or sold to you by Sequoia Wireless or that is activated or used with your Services. These Terms and Conditions are an agreement between Sequoia Wireless and you under which we provide and you accept our Services and/or Devices ("Agreement"). You Accept This Agreement When You: (A) Attempt To Or In Any Way Activate And/Or Use The Services, (B) Pay For Any Services, (C) Upgrade Or Modify The Services, (D) Start Any Application, Program, Or Software That States You Are Accepting The Services, Or (E) Accept The Services Or Agreement Through Any Written, Oral, Or Electronic Statement Or Signature. You must be 18 years or older, or an emancipated minor to use Sequoia Wireless Services.
- 2) **Charges.** Sequoia Wireless offers fully subsidized plans with no hidden fees and no monthly costs. The only charges assessed is a one-time activation fee, which will either be covered through the California LifeLine program or be waived through Goodwill from Sequoia Wireless. Participants who terminate service within three

days of service activation, excluding national holidays, will receive a refund of any applicable service connection charges and deposits.

- 3) **Devices.** We may give you with a free Device, sell you a Device, or let you to use your own Device with our Services. Devices must be compatible with our network, interfere with them in no way, and adhere to all relevant laws, rules, and regulations. Devices may not be compatible with all Services, and certain Services may be incompatible with certain Devices. Occasionally, we may remotely modify your Device's software, apps, or programming to address security, safety, or other concerns affecting our network or your Device, without prior notification. These modifications may impact or delete data you have saved on your Device, how you've designed your Device, or how you use your Device. Until the software update is complete, you may be unable to use your Device in any way, including to call 911 or other emergency services, while it is obtaining a software update, whether at our request or at yours. If we sell or otherwise supply you with a Device, it will be subject to our Device Unlocking Policy.
- 4) **Limitation of Liability.** Sequoia Wireless is not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. Sequoia Wireless will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. Sequoia Wireless is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone or which may remain on your phone during and/or after you no longer have service with Sequoia Wireless.

Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. Sequoia Wireless assumes no risk or responsibility for a subscriber's use of any content provided by Sequoia Wireless services. Sequoia Wireless is not liable for any act or omission of any third party company providing part of Sequoia Wireless services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by Sequoia Wireless, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and Sequoia Wireless, Sequoia Wireless., or its affiliates. You (subscriber), also agree that Sequoia Wireless will not liable for any missed voice mails, any messages from your voice mail system, any data content, or any storage or deletion of contacts from a smartphone address book provided by Sequoia Wireless.

- 5) **Indemnification.** To the full extent by law, you agree to hold harmless and indemnify Sequoia Wireless and its affiliates and their respective officers, agents, directors, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of Sequoia Wireless products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with Sequoia Wireless.
- 6) **Dispute Resolution.** You agree to contact Sequoia Wireless with any disputes. You must contact Sequoia Wireless with any dispute by email at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) or by writing Sequoia Wireless at 29034 Westbourne Court, Hayward, CA, 94544-6345, Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A Sequoia Wireless representative will contact you at the last address you have provided or by phone. Sequoia Wireless agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or Sequoia Wireless may commence a Binding Arbitration proceeding (see below).

Certain disputes you may have with Sequoia Wireless may be resolved through Binding Arbitration. By making or receiving calls on a Sequoia Wireless smartphone you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with Sequoia Wireless. This Binding Arbitration you

agree as the sole remedy limits your options available in the event of a dispute to an individual basis and survives any termination of your service with Sequoia Wireless. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of California, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for Sequoia Wireless services. To the extent permitted by law, if a dispute claim proceeds in court, Sequoia Wireless and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

- 7) **Use of Customer Information.** By agreeing to our Terms and Conditions herein, you also agree to the terms of Sequoia Wireless's Privacy Policy available online at [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy). The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data and with whom we share that data. Any "Customer Proprietary Network Information" (CPNI) data that Sequoia Wireless collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws and the Sequoia Wireless Privacy Policy. Sequoia Wireless will not intentionally share subscriber's personal information without the subscriber's permission. Sequoia Wireless may, from time to time, use the information subscribers provide to market services to subscribers that may be related to Sequoia Wireless services or offerings. Sequoia Wireless may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.
- 8) **Preinstalled Applications.** To improve your Sequoia Wireless experience, Sequoia Wireless has worked with third-party application developers to preinstall some apps on our Devices. These programs may or may not be labeled as Sequoia Wireless applications and will be installed on your smartphone if you purchase it from Sequoia Wireless. Sequoia Wireless and its partners retain the right to at any moment update, change, or remove these applications. Sequoia Wireless may give you prizes, such as free top-ups; or other perks based on your use of these apps. These applications may or may not be able to be deleted or replaced. You are not compelled to use them. Please check our Privacy Policy for additional details about our data collecting and use methods.
- 9) **Lost or Stolen Equipment.** To report a lost or stolen device, please contact customer support at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Upon receiving notice of the lost or stolen, Sequoia Wireless will suspend the SIM Card and issue a new SIM card. If a subscriber does not either activate a new Sequoia Wireless device or notify us that they have found their wireless device within 45 days of the suspension of the account, the account will be subject to the rules of the government program for the purposes of de-enrolling the subscriber. The subscriber may also lose their Sequoia Wireless phone number.
- 10) **Returns.** Devices purchased directly from Sequoia Wireless may be returned for a full refund within 30 days of purchase. A subscriber must return the complete smartphone as was received at the time of activation. Please contact Sequoia Wireless at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) for instructions. Sequoia Wireless provides new and secondary devices to subscribers. All device models provided to subscribers are selected at the sole discretion of Sequoia Wireless. Device models may vary. Sequoia Wireless reserves the right to replace devices with various models at its sole discretion. If you experience a device malfunction contact Sequoia Wireless at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).
- 11) **Device Warranty.** This section may be superseded by future Sequoia Wireless Warranty Offerings provided on certain devices or during certain promotions. When a warranty offering is not provided for a device, this section will stand as our device warranty. Sequoia Wireless does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. We make no representations or warranties, express or implied, regarding the products and services provided hereunder or any software required to be used in connection therewith, including, but not limited to, and to the extent permitted by law, warranty of title, warranty that a product or service is fit for a particular use or

warranty of merchantability. We expressly disclaim any and all implied warranties. We don't promise error-free or uninterrupted service and don't authorize anyone to make warranties on our behalf.

The Sequoia Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you, Sequoia Wireless, and Sequoia Wireless., with respect to products and services provided to you and the terms under which they are offered to you by Sequoia Wireless. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim, reimbursement, or any cause of action, or that creates any other third-party beneficiary rights.

Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of California. Sequoia Wireless reserves the right to suspend or terminate any subscriber's access to Sequoia Wireless services or to the Sequoia Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of Sequoia Wireless, its affiliates, or for any other reason at the sole discretion of Sequoia Wireless.

- 12) **Device Unlocking Policy.** Sequoia Wireless's policy is to never lock devices. This means any device acquired directly from Sequoia Wireless will be unlocked by default. Purchasing a device or being provided a device through Sequoia Wireless provides you with the peace of mind knowing your device is truly yours, without any hoops to jump through. You have the freedom to upgrade your device or sell your device or even use your device on a different network (which is dependent on the compatibility of the device and terms of the other wireless carrier), all without the headache of contacting support to unlock a device, as many wireless providers require, but not us!

Devices that work on Sequoia Wireless's network may not be compatible with other carriers' networks due to the use of different frequencies, device compatibility, and technologies to provide wireless network access. We do not guarantee that a Sequoia Wireless device will be compatible with any carrier's network. To determine if your device will be compatible on another carriers' network, we recommend contacting the carrier directly.

- 13) **Data Usage Policy.** Sequoia Wireless unlimited data plan. Our wireless plans provide unlimited amounts of data you can use per month (measured in gigabytes, or "GB"), with a monthly cap of "high-speed" data. The amount of high-speed data is allocated based on the data plan. Once the high-speed data cap is reached, your speeds will be reduced to 3G speeds of 512 Kbps. Additionally, our underlying carrier may lower speeds during times of congestion, which are out of our control. You have the option to purchase a "Top-Up", which is \$5 per GB with unused data rolling over month-to-month until used. Tethered data will be restricted to the same policy. Video Streaming in SD at 480p.
- 14) **Website Terms of Use.** When a customer is enrolled in service with Sequoia Wireless, the subscriber agrees to and provides consent for all Notices to be sent via Email using the Email Address of record assigned to the subscribers account. By enrolling in service, the customer has affirmatively consented to receive notice in this manner. For complete Website Terms of Use, refer to [www.sequoiawireless.com/webterms](http://www.sequoiawireless.com/webterms).
- 15) **Credit Report.** Sequoia Wireless will not obtain a credit report nor conduct an inquiry as a condition of providing service.

## **Federal LifeLine Service**

### **Federal Lifeline Program**

Lifeline is a government assistance program that is supported by the federal Universal Service Fund ("USF") and is administered by the Universal Service Administrative Company ("USAC"). The following terms and conditions apply to

Federal Lifeline Service. The Lifeline program provides monthly discounts on communications services (voice and broadband Internet access services) for eligible consumers. An eligible Sequoia Wireless subscriber may receive a Lifeline discount on wireless service, but the Lifeline discount is available for only one Lifeline offering per Household (i.e., voice and data bundle). 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 (“Household”). A Household is not permitted to receive Lifeline benefits from multiple providers. Violation of the one-per-household limitation constitutes a violation of the FCC’s rules and will result in the applicant’s de-enrollment from the Lifeline program. Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program.

You may qualify for the Lifeline Services if you meet certain eligibility requirements. For the federal Lifeline program, these requirements are determined by federal regulation. For state-specific Lifeline programs, eligibility requirements vary by state. These state and federal eligibility requirements include program-based eligibility or income-based eligibility. By completing the Sequoia Wireless application, you consent to release required information, including financial information, if necessary, to a designated representative as required for the administration of the Lifeline Services. This consent survives any termination of this Agreement. Sequoia Wireless reserves the right to review any of your continued eligibility for the Lifeline program, at any time, and may require that you provide Sequoia Wireless with written documentation of either your Household income or your participation in a qualifying state or federal program. If you or any member of your Household participates in a Lifeline program with another provider, you are responsible for (1) notifying the other provider that you or the other member of your Household has been approved for a Sequoia Wireless Lifeline program and (2) de-enrolling in Lifeline service with the other provider. Notice to terminate service from any other provider’s Lifeline program must be given before activating new service in the Sequoia Wireless Lifeline program.

### **Program Based Eligibility**

To be eligible for Sequoia Wireless Lifeline Services, a subscriber must meet the applicable eligibility requirements. Sequoia Wireless subscribers are eligible to receive Lifeline discounts, under the program-based eligibility criteria, if they participate in one or more of the following programs:

- Supplemental Nutrition Assistance Program (SNAP) i.e. CalFresh
- Section 8 Federal Public Housing Assistance (FPHA)
- Medicaid i.e. Medi-Cal
- Supplemental Security Income (SSI)
- Veterans and Survivors Pension Benefit
- For subscribers residing on Tribal lands, the following programs also apply:
  - Food Distribution Program on Indian Reservations (FDPIR)
  - Bureau of Indian Affairs General Assistance (BIA)
  - Tribally Administered TANF
  - Head Start (meeting income qualifying standards)

Acceptable documentation of program eligibility typically 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 federal or Tribal program; (3) program participation documents (such as 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 federal or Tribal program. Acceptable documentation is subject to additional limitations set forth and modified periodically by the USAC. USAC or another third party administrator is responsible for determining your eligibility.

### **Income-Based Eligibility**

You are eligible to receive Lifeline discounts, under the income-based eligibility criteria, if your total gross income is at or below 135% of the Federal Poverty Guidelines. For purposes of federal regulations, “gross income” means all income actually received by all members of the household from whatever source derived, unless specifically excluded by the Internal Revenue Code. An income worksheet containing the Federal Poverty Guidelines is available at enrollment. 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/Workers' 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. Acceptable documentation is subject to additional limitations set forth and modified periodically by USAC. USAC or another third-party administrator is responsible for determining your eligibility.

### **Nontransferable and Nonassignable**

Eligibility for Sequoia Wireless Lifeline Services is personal and relates to the subscriber individually. Lifeline Services subscribers may not transfer to any third party, including a third party that is eligible for Lifeline service, any of the subscriber's rights or benefits received under the Sequoia Wireless Lifeline Services, including, but not limited to, any voice minutes or broadband data received under the Sequoia Wireless Lifeline Services. Similarly, subscribers may not assign their rights or delegate any of their duties under this Agreement without the prior written consent of Sequoia Wireless, and any attempted assignment or delegation without such consent shall be void.

### **Federal Lifeline Usage Requirement (Use it or Lose it)**

To maintain your Lifeline service, you must use your service every 30 days (unless you have a regular billing and payment relationship with us). At or before 30 days of non-use, Sequoia Wireless will provide notice to the subscriber that failure to use the Lifeline Services within a 15-day notice period will result in de-enrollment. Subscribers can "use" the Services by: (1) completing an outbound call or using data; (2) purchasing data from Sequoia Wireless to add to the subscriber's plan; (3) answering an incoming call from a party other than Sequoia Wireless; (4) responding to direct contact from Sequoia Wireless and confirming that the subscriber wants to continue receiving the service; or (5) sending a text message. If the subscriber does not respond to the notice, the subscriber will be de-enrolled.

### **Sequoia Wireless's Lifeline Program Certification**

Subscribers applying for Sequoia Wireless Lifeline Services agree to and certify that all of, but not limited to, the following conditions below apply (actual certification may be conducted or facilitated by USAC):

- Applicant has read and understands the disclosures listed in the Lifeline Service Application and Certification ("Certification") form;
- Applicant certifies that, to the best of their knowledge, applicant's Household is not already receiving a Lifeline service benefit;
- Lifeline service is limited to one connection per Household;
- The applicant meets the income-based or program-based eligibility criteria for receiving Lifeline service and has provided documentation of eligibility if required;
- If the applicant is seeking to qualify for Lifeline as an eligible resident of Tribal lands, he or she lives on Tribal lands;
- Applicant will be required to provide the last four digits of the applicant's Social Security Number or Tribal ID Number;
- Applicant has read and understands the disclosures listed in the Certification form regarding activation and usage requirements;
- Applicant authorizes Sequoia Wireless to access any records required to verify application statements on the Sequoia Wireless form and to confirm applicants' eligibility for the Lifeline program;
- Applicant authorizes Sequoia Wireless to release any records required for the administration of the Lifeline program (e.g., name, telephone number and address), including to the Universal Service Administrative Company to be used in a Lifeline database and to ensure the proper administration of the Lifeline Program. Failure to consent will result in denial of the Lifeline Services;
- Applicant will notify Sequoia Wireless within 30 days if for any reason he or she no longer satisfies the criteria for receiving Lifeline Services, including, as relevant, if applicant no longer meets the income-based or program-based eligibility criteria, applicant begins receiving more than one Lifeline benefit, or another member of



applicant's household is receiving a Lifeline benefit. Applicant understands that he or she may be subject to penalties if he or she fails to follow this requirement;

- Applicant is not listed as a dependent on another person's tax return (unless over the age of 60);
- Applicant's address listed on the Certification form is the applicant's primary residence, not a second home or business;
- If applicant moves to a new address, applicant will provide that new address to Sequoia Wireless within 30 days;
- Applicant acknowledges that providing false or fraudulent information to receive Lifeline benefits is punishable by law;
- Applicant acknowledges that he or she may be required to recertify continued eligibility for Lifeline at any time, and failure to recertify as to continued eligibility within 30 days will result in de-enrollment and the termination of applicant's Lifeline benefits;
- The information contained in the applicant's Certification form is true and correct to the best of applicant's knowledge;
- If applicant participates in another Lifeline program at the same time the applicant is applying for Sequoia Wireless Lifeline Services, the applicant must cancel Lifeline service with the other provider; and
- Applicant affirms he or she is at least 18 years old, unless Applicant is an emancipated minor.

### **Termination of Lifeline Service and Annual Recertification**

A subscriber participating in the Sequoia Wireless Lifeline program will be required to recertify, on an annual basis, the subscriber's eligibility to continue to participate in the Lifeline program based on the appropriate state and federal recertification or verification requirements (actual recertification, verification or termination may be conducted or facilitated by USAC). In states where Sequoia Wireless is responsible for eligibility determinations, Sequoia Wireless reserves the right to determine, at its sole discretion, if a subscriber meets the annual recertification or verification requirements and if the subscriber fails to requalify for the Lifeline Services. If Sequoia Wireless is unable to recertify or verify the required Lifeline qualifications, the subscriber will be deemed ineligible to further participate in Sequoia Wireless Lifeline program plans. If the subscriber chooses to continue service after de-enrollment from the Lifeline program, the subscriber's free or discounted plan will be discontinued and the subscriber will have the option to choose from any of the then available plans under the applicable terms and conditions for that plan.

Sequoia Wireless reserves the right to cancel or suspend, without notice, a subscriber's account for any fraud related reasons, including suspected fraud, or upon the request of any state or federal authority. Sequoia Wireless subscribers have the ability to de-enroll from the Lifeline program for any reason. Subscribers who choose to de-enroll from the Lifeline program can make this request by calling the Company's customer service number and will not be required to submit any documents. The Company will de-enroll the subscriber within five (5) business days. Upon de-enrollment from the program, subscribers will no longer receive free minutes or data each month and may be required to re-qualify for Lifeline service if they choose to enroll again in a Sequoia Wireless Lifeline program.

De-enrollment requests (include name, wireless number, and identity related information) can also be sent to [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

## **California LifeLine Service**

### **Introduction**

The California LifeLine Program is a state government assistance program that provides discounted monthly phone services to eligible households. Proof of eligibility is required. Only one discount per household is allowed (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants). A household is defined as any individual or group of individuals who live together at the same address, and share income and expenses. Each household must choose to get the discount either on a home phone or on a cell phone, but not on both. Households cannot get the discount from multiple phone companies at the same time. Consumers who willfully make false statements in order to obtain the benefit can be punished by fine or imprisonment or can be barred from the program. If the service is not used for 30-day period, the subscriber is subject to de-enrollment from the program. To learn more, go to Program Guidelines at

[www.californialifeline.com](http://www.californialifeline.com). Visit [www.sequoiawireless.com/legal](http://www.sequoiawireless.com/legal) for complete program details and terms & conditions. Coverage limitations such as weather conditions, terrain, signal strength, and/or service outages may affect wireless phone service, quality or access to E-911 and or 911 in the event of an emergency. By removing a wireless cell phone from a residence that does not have other phone services, residents may not have a way to make 911 calls during an emergency.

California offers discounts through two primary Universal LifeLine Telephone Service programs: The California LifeLine Program (California LifeLine) and the federal LifeLine program (federal Lifeline). Sequoia Wireless is authorized to offer discounts through both Programs. These telephone discount programs are available to all qualifying California families in an effort to reduce their monthly phone rates. The California LifeLine Administrator is responsible for administering the programs.

Only one discount per family is permitted per residence address (except for teletypewriter users and for Deaf and Disabled Telecommunications Program participants). Each family may get a discount on either a landline or a mobile phone, but not both. Sequoia Wireless only offers service for mobile and not for landlines. Multiple phone providers cannot offer the discount to residential customers. Those households that do not adhere to the guideline of one discount per family will forfeit their discounts. Your LifeLine discount is personal and cannot be transferred to a third party, including any rights or advantages gained under Sequoia Wireless's service.

### **Enrollment Waiting Period**

A customer who makes an enrollment request to get California Lifeline savings for mobile phone service is required to wait up to 30 days before submitting another enrollment request. You may not simultaneously submit multiple enrollment requests for the California Lifeline discount on mobile phone service. The 30-day waiting period concludes when 1) the California Lifeline Administrator provides the final eligibility determination, 2) the enrollment request is canceled, or 3) 30 days have elapsed from the enrollment request, whichever happens first. After the 30-day period expires, you may submit another enrollment request for California LifeLine. You may cancel an enrollment request by contacting the California Lifeline Administrator at 866-272-0357 or by visiting [www.californialifeline.com](http://www.californialifeline.com) and clicking on Check Your Status. An enrollment request may also be canceled by the mobile phone provider. You may discontinue your phone service at any time or transfer phone carriers.

### **One Discount Per Household**

Each family may get the discount on either a landline or a mobile phone, but not both. Multiple phone providers cannot offer the discount to residential customers. One California LifeLine discount per family is permitted, with the exception of TTY users, who may qualify for a second discount. Households who violate the California LifeLine regulation of one discounted service per household may forfeit their discounts and be prosecuted. Individuals who provide fake information to get discounts may also be penalized. Included among the penalties include jail, the loss of discounts, monetary fines, and exclusion from the California LifeLine Program. The reductions are limited to the principal home alone. Discounts cannot be transferred from one individual to another. Participants in California LifeLine may transfer their savings from one phone operator to another, but you may NOT have more than one active phone line with the reductions. If you opt to transfer your California LifeLine discounts from Sequoia Wireless to another California LifeLine carrier, Sequoia Wireless will no longer be able to offer you service as we only offer service through a government program.

### **De-Enrollment Rules**

Your household may lose California LifeLine discounts if your household no longer qualifies, is already receiving the discounts (except for TTY), fails to use the California LifeLine discounted phone service for 30 consecutive days, violates the California LifeLine Program's rules, or does not renew the discounts on an annual basis. If you believe your household no longer qualifies for the discounts or if your household is getting more than one discount by mistake, you must inform Sequoia Wireless or the California LifeLine Administrator within 30 days. If you do not follow this notification rule, you may be penalized.

### **Service Connection/Activation Charge**

Sequoia Wireless's service plans are subject to a \$39 activation fee for non-tribal Households and \$39 for Tribal Households. This non-recurring charge is for the installation or activation of service and is charged to the Customer applying for such service. The California LifeLine Program provides a benefit not more than twice per year of \$39. Sequoia Wireless will seek the \$39 activation reimbursement from the California LifeLine Program no more than two times annually per eligible California LifeLine household in accordance with D.14.01-036. In the event a LifeLine participant is deemed ineligible, Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39.

### **Household**

A household consists of adults and children living at the same address as a single economic unit. An economic unit is comprised of all people (18 or older, unless emancipated) who contribute to and share the household's income and costs.

### **Identification**

To be eligible for California LifeLine, the Federal Communications Commission (FCC) requires the collection of Date of Birth and the last four digits of Social Security Number or Tribal ID Number on application and renewal forms.

### **Methods for Qualification for California LifeLine**

There are two methods to qualify for the LifeLine program in California. You may qualify for California LifeLine based on program participation OR income. Documentation of eligibility must be provided. Current eligibility criteria may be found online at <http://www.cpuc.ca.gov/lifeline/> and <https://www.cpuc.ca.gov/consumer-support/financial-assistance-savings-and-discounts/lifeline/california-lifeline-eligibility#qualify>.

### **Use it or Lose It**

In order to remain eligible for LifeLine-discounted wireless service, you must keep your service active by demonstrating usage every 30 days by doing one of the following: (i) Completion of an outbound call or usage of data; (ii) Purchase of additional minutes or data from Sequoia Wireless; (iii) Answering an incoming call from a party other than Sequoia Wireless or its agent or representative; (iv) Responding to direct contact from Sequoia Wireless and confirming that you want to continue receiving California LifeLine Service; or (v) Sending a text message. You will also need to complete your annual re-certification as required by the California LifeLine Program.

### **Supported Services**

**Access to Emergency Services.** Sequoia Wireless will provide access to emergency services provided by local government or public safety officials, including 9-1-1 and E9-1-1 where available. As noted, calls to 9-1-1 emergency services will always be free and will always be available regardless of service activation status or availability of minutes. In addition, Sequoia Wireless will comply with any FCC or Commission requirements regarding customer access to 9-1-1 and E9-1-1 services as well as the provision of E9-1-1-compatible handsets.

**Mobile Hotspot.** High-speed hotspot data that any of your other devices can use. Your smartphone or tablet becomes a Wi-Fi connection for devices like tablets, laptops and more. After exceeding your high-speed data cap, you can still use hotspot at lower speeds of 3G (512 Kbps) for the rest of the month. Tethered data (e.g., Mobile Hotspot data) will be restricted to the same policy as the rate plan.

**Local Usage.** As part of the voice-grade access to the PSTN, Sequoia Wireless provides unlimited minutes of use for local service at no additional charge to end-users. The FCC has determined that a carrier satisfies the local usage requirements when it offers customers rate plans containing varying amounts of local usage.

**Number Porting.** We understand the Wireless space has many differences, and while we commit to providing excellent service, we understand there may be situations when another Wireless Service Provider would offer a Wireless Plan that

better suits your needs or coverage area. In these situations, we commit to the rules set forth by FCC regulations regarding “Local Number Portability” and permit a customer to keep the same phone number by porting over to their new Wireless Service Provider. We do not charge for providing this service.

**Participating Sequoia Wireless users** in the California LifeLine program have access to the following supported services. Questions about supported services may be sent in writing to [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

**Telecommunications Relay Service (TRS)** is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. To learn more about this service, refer to our Accessibility Policy at [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility).

**Toll Limitation for qualifying low-income consumers.** Sequoia Wireless’s offerings inherently allow Lifeline subscribers to control their usage, as its wireless service is offered on a prepaid basis. Sequoia Wireless is not required to offer toll limitation service to low-income consumers if the LifeLine offering provides a set number of minutes that do not distinguish between toll and non-toll calls. Sequoia Wireless’s service, moreover, is not offered on a distance-sensitive basis and local and domestic long distance minutes are treated the same. If, in the future, Sequoia Wireless should offer a LifeLine service which differentiates between local usage and domestic long distance usage, the Company commits to provide TLS to customers of that service.

**Voice-grade access to the public switched network over all distances.** Sequoia Wireless will provide, via resale of the network of T-Mobile, voice-grade wireless access to the Public Switched Telecommunications Network (“PSTN”). Voice-grade access to the public switched network is defined as a functionality that enables a subscriber of telecommunications services to transmit voice communications, including signaling the network that the caller wishes to place a call, and to receive voice communications.

### **Wireless Services**

Sequoia Wireless services are offered at the company's discretion and Sequoia Wireless has the right to alter pricing and the Terms and Conditions without notice. Sequoia Wireless maintains the right to modify or terminate a subscriber's service, an account, or to take remedial action at any time and for any reason, including, but not limited to, your violation of any aspect of these Terms and Conditions. A subscriber's right to use Sequoia Wireless service is subject to Sequoia Wireless's business practices, policies, procedures, rates, and these Terms and Conditions. Sequoia Wireless will notify subscribers of any change to the Terms and Conditions that is determined to be materially adverse to a subscriber's service. Check Sequoia Wireless’s website, [www.sequoiawireless.com](http://www.sequoiawireless.com), for the most recent pricing and changes to the Terms and Conditions.

Local phone numbers may not be available in all areas. Due to the usage of radio transmissions, Sequoia Wireless services may be limited in certain areas and coverage may not be accessible everywhere. Quality of service may be influenced by situations beyond Sequoia Wireless's control, such as atmospheric, geographical, or other variables. Service may also be disrupted by damage to wireless handsets. Sequoia Wireless does not promise or represent that service will be available at any given time or geographic area, or that service will be delivered uninterrupted. In the event of an emergency, Sequoia Wireless users may reach 911. However, sometimes a subscriber may try to telephone 911 in a location where there is no wireless service.

By applying for or activating service with Sequoia Wireless, a subscriber agrees not to use Sequoia Wireless services in a manner that is illegal, abusive, or fraudulent. This will be determined at Sequoia Wireless's sole discretion. You may not alter the software or hardware on your Sequoia Wireless smartphone for any reason except for iOS updates.

To determine if you reside within a service area, please visit [www.sequoiawireless.com/coverage](http://www.sequoiawireless.com/coverage). You may enter your zip code or locate coverage maps on the website to verify coverage. Actual coverage may differ substantially from the areas of coverage shown on the website due to weather, terrain, buildings, equipment, signal strength, and other factors.

### **Top-Up Data**

Sequoia Wireless will offer Subscribers the most favorable option of purchasing additional data from any comparable provider, when in comparison to the current Service Provider offerings. A Subscriber will have a simple single option to purchase additional data at a 1 GB Top-Up level. The Subscriber will be able to enter and purchase the total number of GB they wish to purchase. For example, 5 GB of data would equate to purchasing a total of 5 items (each being of a 1 GB Top-Up). We will not limit the data to a 30-day usage but roll over the data to each subsequent month of service until used or until the service becomes inactive. The cost will be \$5.00 per 1 GB Top-Up, which is tied with Assurance in offering the lowest cost of offering additional data to a Subscriber. When you factor in the realization that the data does not expire, our Top-Up product simply separates us from the others in providing the best value and offering to Subscribers. In offering this most favorable offering, we determine this will be a loss leader, deriving the benefit from added satisfaction from our Subscribers.

### **Rates for Service, Features, Coverage, Activation Fees**

Refer to Sequoia Wireless's Plans Chart and Schedule of Rates and Charges or visit [www.sequoiawireless.com](http://www.sequoiawireless.com) for the most recent LifeLine pricing plans. Note: We do not charge subscribers an early termination fee.

Eligible LifeLine clients will get a smartphone (maximum of one per year) provided to LifeLine customers in refurbished grade A or B; however, new upgraded phones are available for purchase. The Company reserves the right to refuse to provide a free smartphone in accordance with the Company's Smartphone Policy, which limits the availability of free smartphone to only one per twelve month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone.

All Sequoia Wireless California customers are subject to a non-recurring \$39.00 activation fee when initiating service with the Company or switching from another provider to the Company for Non-Tribal Households and \$39 for Tribal Households. Sequoia Wireless will not assess a conversion charge or claim reimbursement when a Subscriber chooses to switch from one LifeLine plan to a different LifeLine plan offered by us. If the customer is approved for California LifeLine by the California LifeLine Administrator, the customer will receive a \$39.00 discount back to their account. In the event the customer is not eligible for the discount, Sequoia Wireless will waive the fee out of goodwill.

Service includes countrywide coverage and access to voice mail, Caller ID, Call Waiting, Call Forwarding, and 3-Way Calling. There is no extra price for long-distance calls. Calls to 911 and customer service (by dialing 611) are free and do not count against available minutes, which are unlimited on our plans. Roaming and International calling is not permitted on any available Sequoia Wireless plan. International dialing is blocked. International text messages is not available.

Airtime costs apply to normal voice use for both local and domestic long distance calls. Sequoia Wireless voice consumption is subtracted in full-minute increments and all partial minutes are rounded up to the following minute. Airtime applies to all voice and message retrieval calls. Unanswered outbound calls will be charged airtime if the ring time exceeds 30 seconds. Ring time is defined as the length of time between the point at which a conversation is made (pressing the talk button) and the point at which it is answered (or ended before it is answered). Credits will not be issued for dropped calls. As are plans are unlimited in minutes, this information is provided for the purposes of visibility into how we calculate calls for internal purposes. If a subscriber runs out of high speed data, the subscriber may purchase Top-Ups in 1 GB increments for \$5 per increment.

Sequoia Wireless does not have the power to ban your name and number while making outgoing calls. Sequoia Wireless retains the right to alter or alter its services without prior notification.

### **Taxes and Surcharges**

**Sales and Use Tax.** Telecommunication services and service plans are not subject to sales and use tax, pursuant to RTC § 6007 and RTC § 6010. While telecommunication plans are exempt from these taxes, devices are not. When purchasing a Sequoia Wireless device at retail prices, we will add the applicable tax to the bill. However, when purchasing a Sequoia Wireless device through a government program we will cover the cost of Sales and Use Tax on your behalf. We also will cover the cost of Sales and Use tax when providing you with a free device.

**Federal Universal Service Fund (USF).** This regulatory fee is used to fund federal Universal Service programs such as Federal Lifeline. The contribution factor is determined by the Federal Communications Commission (FCC), with the rate being 29.2% in Q3 of 2023. All telecommunications service providers contribute to USF based on a percentage of their assessable revenue. Some consumers may notice a “Universal Service” line item on their telephone bills. This line item appears when a company chooses to recover its USF contributions directly from its customers by billing them this charge. At Sequoia Wireless, we have made the conscious decision to fully account for this expense without the need of recovering the fee from our customers.

## **Program Notices**

### **Annual LifeLine Notice**

Sequoia Wireless shall annually send to all of our Customers, other than Customers of foreign exchange, or former lines, an Annual LifeLine Notice that contains information about the availability, terms, and conditions of California LifeLine.

The Annual LifeLine Notice shall include information about the availability, terms, and conditions of two California LifeLine Lines for qualified Disabled Persons, including information regarding the limited reimbursement of Service Connection/Activation Charges, and inform Customers of the California LifeLine Program’s benefit portability and enrollment request freeze policies. It should be noted that a change to the Annual LifeLine Notice to reflect the annual adjustment to California LifeLine income eligibility limits is not a material change to the notice.

### **Notice of Changes**

Sequoia Wireless will provide 30 days’ notice to our Subscribers for any of the following reasons: making changes to their California LifeLine service offering; Increases to the California LifeLine rate pursuant to Section 8 and Public Utilities Code; and/or Service restrictions to our California LifeLine Service. Unless no notice or a shorter notice period is authorized by statute or Industry Rule or other Commission order, Sequoia Wireless shall give affected customers at least 30 days’ notice before the effective date of an advice letter requesting higher rates or charges, or more restrictive terms or conditions, than those currently in effect. This notice requirement will be provided by electronic mail (e-mail) where customer has affirmatively consented as part of the terms and conditions to receive notice in this manner. The notice by e-mail is complete upon successful transmission.

### **Notice of Affected Customers**

No later than the date that is 30 days before the advice letter’s requested effective date, or on the date that Sequoia Wireless submits the advice letter to the Telecommunications Advice Letter Coordinator, whichever date is earlier, Sequoia Wireless will give notice to each affected customer of the advice letter if it requests approval of a Transfer, Withdrawal of Service, or higher rates or charges or more restrictive terms or conditions.

However, no further customer notice is required of Sequoia Wireless’s Compliance Advice Letter that implements a prior Commission order approving Sequoia Wireless’s request for authorization of a Transfer, Withdrawal of Service, or higher rates or charges or more restrictive terms or conditions, unless a further notice is required in the prior Commission order. Whenever this customer notice is of an advice letter submitted or required to be submitted in Tier 3, the notice must contain information regarding the procedure for protests, as follows: The proposed [insert Transfer, Withdrawal of Service, or higher rates or charges or more restrictive terms or conditions, as appropriate] is being submitted by Advice Letter [insert advice letter number] for review and possible approval by the California Public Utilities Commission. The advice letter was filed with the Communications Division [insert date of filing]. Anyone may object to the advice letter by sending a written protest to: Telecommunications Advice Letter Coordinator, Communications Division, 505 Van Ness Ave., 3rd Floor, San Francisco, CA 94102-3298. The protest must state specifically the grounds on which it is based. The protest must be received by the Telecommunications Advice Letter Coordinator no later than 20 days after the date that the advice letter was filed. On or before the day that the protest is sent to the Telecommunications Advice Letter Coordinator, the protestant must send a copy of the protest to insert name and address of person whom Sequoia Wireless has designated in the advice

letter to receive protests]. To obtain information about the Commission's procedures for advice letters and protests, go to the Commission's Internet site ([www.cpuc.ca.gov](http://www.cpuc.ca.gov)) and look for document links to General Order 96-B."

### **Customer Notice of Transfer or Withdrawal**

If Sequoia Wireless requests approval of a transfer of customers, the notice must identify the transferee, describe the changes (if any) in rates, charges, terms, or conditions of service, state that customers have the right to select another utility, and provide a toll-free customer service telephone number for the purpose of responding to customers' questions.

If Sequoia Wireless requests approval of a Withdrawal of Service, the notice must also describe the proposed Withdrawal. In the case of a Withdrawal from providing Basic Service, the notice must describe the arrangements Sequoia Wireless has made to ensure continuity of service to affected customers. If Sequoia Wireless resells Basic Service (or service element thereof), the arrangements must include notice to affected customers that they may choose another service provider or (if no other service provider is chosen) receive Basic Service from the underlying carrier or Carrier of Last Resort. If Sequoia Wireless is proposing Withdrawal of Basic Service that it provides using its own facilities, Sequoia Wireless must arrange for Transfer of its customers to another Utility.

## **CALIFORNIA LIFELINE DISCLOSURES**

### **Wireless Service Elements**

The Company provides the following wireless service elements:

1. **Ability to place and receive voice-grade calls** over all distances utilizing the public switched telephone network or successor network.
2. **Calls within a local exchange or over an equivalent or larger-sized local calling area.** Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls within a nationwide coverage area, currently using T-Mobile wireless network. Domestic voice calls are not distance sensitive; a customer does not pay more for making a domestic long-distance call than for a call within their local exchange area.
3. **Voice-grade connection to the public switched telephone network.** Through its wholesale agreements, Sequoia Wireless offers its California LifeLine customers the ability to send and receive voice-grade calls over all domestic distances (local and long distance) via a wireless voice-grade connection to the public switched telephone network.
4. **Disclosures regarding voice-grade connection.** Each Sequoia Wireless California LifeLine participant is entitled to a voice-grade connection. As such, a participant may terminate service without penalty if a voice-grade connection cannot be provided. Further, since there is no service contract, Sequoia Wireless customers are free to discontinue service at any time without penalty.
5. **Response to notification of no voice-grade connection.** If, at any time, a participant fails to receive a voice-grade connection and notifies Sequoia Wireless, the Company will (1) promptly restore the voice-grade connection, or if not possible, (2) provide telephone service to that participant using different technology if offered by Sequoia Wireless and agreed to by the participant, or (3) allow the participant to discontinue service without penalty. Sequoia Wireless is committed to prompt and effective responses to customer notifications.
6. **Free unlimited access to 911/E -911.** Sequoia Wireless does not charge for calls placed to 911/E-911, nor do 911/E-911 calls utilize available minutes. In addition, 911/E-911 service is available for all activated handsets, regardless of whether there are minutes available for use under the plan.

### **Billing**

The Company will abide by the following billing provisions:

1. **Service Elements.** Sequoia Wireless will offer at least one California LifeLine plan that meets or exceeds the California LifeLine service elements and is not bundled with any video or data services. As your cost would be the same without data services, all plans provide data services in alignment with California LifeLine.
2. **California LifeLine Discount.** Sequoia Wireless will apply the applicable California LifeLine discount to each subscriber's selected plan.
3. **Pre-Paid Plans.** Sequoia Wireless will offer California LifeLine-eligible plans on a pre-paid basis.
4. **Non-Discrimination.** Sequoia Wireless will offer California Lifeline discounted services on a nondiscriminatory basis to any customer residing within the service territory where the Company offers retail wireless telephone services. Sequoia Wireless will only provide California LifeLine discounts to participants that are approved by the California LifeLine Administrator.
5. **Contracts.** Sequoia Wireless will not require contracts. Sequoia Wireless offers service on a pre-paid basis, and currently does not require its customers to enter into a service contract. Any required contract terms will be comparable to those offered to Sequoia Wireless's retail customers for the same service and/or device, except as needed to comply with California LifeLine rules.
6. **Added Features and Enhanced Services.** If Sequoia Wireless adds features and/or enhanced services as a part of its California LifeLine offerings, the offerings will meet or exceed the minimum standards set by the CPUC. As set forth in the Schedule of Rates, Sequoia Wireless offers a California LifeLine plan that meets or exceeds the minimum service elements and is not bundled with any video or data services.
7. **Purchase additional broadband data.** Sequoia Wireless allows Subscribers to purchase additional broadband data.
8. **Completion of Allotted Minutes.** Upon completion of allotted minutes, the Company will provide participants an option to purchase additional minutes and will prominently disclose the charges, terms, and conditions associated with the purchase of additional minutes. As our plans are unlimited minutes, there will never be a situation where a participant would need to purchase additional minutes.
9. **Form of Payment Fee.** Sequoia Wireless will not assess a fee to participants for paying their bills (i.e. paying for service) in person by cash, check, or other form of payment. All fees are disclosed in the Schedule of Rates, and there is no Form of Payment Fee.
10. **No Restocking Fee.** Sequoia Wireless will not assess a restocking fee to participants for devices returned within three days of service activation, excluding holidays, and will receive a refund of any applicable service connection charges and deposits.
11. **Devices.** Sequoia Wireless will offer all devices to participants on the same basis as the Company's retail customers.
12. **Access to telephone relay services** as provided for in Pub. Util. Code §2881 et seq. Through its underlying carrier(s), Sequoia Wireless will provide access to California Relay Service for deaf or hearing-impaired persons or persons with speech disabilities.
13. **900/976 Information Services.** Sequoia Wireless will provide participants free blocking for 900/976 information services and a one-time free billing adjustment for 900/976 information services-related charges inadvertently or mistakenly incurred, or without authorization.
14. **Access to operator service.** Sequoia Wireless provides access to operator services for its California LifeLine customers commensurate to its retail customers, via 611 (Customer and Repair Service) and 411 (Directory Services).
15. **Early termination fee.** Sequoia Wireless will not apply an early termination fee if the California LifeLine participant terminates service within fourteen days of service activation.

## Disclosures

The Company makes the following disclosures in accordance with the California Lifeline Rules. The Company makes this information available in print during instances of in-person enrollment where consumers can review them and/or request a



copy; via its website, [www.sequoiawireless.com](http://www.sequoiawireless.com); and upon request via its customer service department by emailing [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com):

1. California LifeLine Service Plan Offerings – Rates and Fees. See California Lifeline Plans Chart. Each plan is subject to a one-time \$39.00 retail activation fee when initiating service with the Company or changing service from another provider to the Company. The one-time fee will be charged to the customer’s account at activation; however, if the customer is approved for California Lifeline by the California Lifeline Administrator, the California Lifeline participant may be eligible to receive a \$39.00 discount (the California Lifeline fund will pay for no more than two activation fees (whether with the Company or any other wireless service provider) per household per year pursuant to D. 17-01-032. If the Company confirms during the enrollment process that the customer has already received Lifeline service from two (2) providers since December 24 of the prior year, then the consumer will be responsible for the \$39 activation fee. Otherwise, Sequoia Wireless will be responsible for the fee). Sequoia Wireless will provide a gesture of goodwill and discount the Service Connection/Activation Charge in the amount of \$39 when the customer is deemed to be responsible for the charge. See also the Schedule of Rates document available on our website – [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates).
2. Charges, terms, and conditions associated with purchasing additional data. (See Schedule of Rates.)
3. 911 emergency services location accuracy and reliability standards as required in basic service element number I.2.(d) in Appendix A of Decision 12-12-038. Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device’s ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.
4. Potential service coverage and service quality issues, and safety-related considerations when smartphones are removed from the home and when there is poor mobile reception - Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions, as well as proximity. Service can only be available when in range of a transmission source, which you should be aware of when leaving your home area. Service is dependent on radio towers which require electricity to operate and could become non-functional in the event of a power outage if backup power is not available or runs out. Further, service may be temporarily refused, limited, interrupted, or curtailed due to system capacity limitations, technology migration, or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs, or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier’s radio telephone system. Neither the Company, nor any of its Network Providers, shall have any liability for service failures, outages, or limitations of service. If the mobile smartphone is the only phone in your home, residents will not have access to call 911 when the smartphone is removed from that location.
5. Access to 800 or 800-like toll-free services. The Company provides its customers with access to 800 or 800-like toll-free services. Under the Company’s business model, there is no toll charge for these calls. Although there is free access to 800 or 800-like toll-free services, such calls are treated the same as regular outgoing calls with respect to minute usage. (See Schedule of Rates).
6. The Company’s free California LifeLine smartphones are data capable and may be new or refurbished grade A or B; newly upgraded smartphones are also available for purchase. Free smartphones are limited to one (1) per twelve (12) month period, per customer. Customers who are not entitled to a free smartphone must purchase a smartphone from the Company or provide their own compatible smartphone.
7. Sequoia Wireless SIM cards and devices provided by or purchased from us are intended for use on our networks and in other coverage areas that we may make available to you. Our devices are unlocked by default. Please refer to our Device Unlocking Policy to learn more.

8. The charges or fees associated with using operator services. The Company provides access to operator services to all its customers, California LifeLine or otherwise, via 611 and 411, and discloses the charges and conditions associated with such calls. The Company provides free, unlimited access to 611 even if all allotted minutes have been depleted. (See Schedule of Rates.)
9. Access to local directory assistance/411. The Company provides access to directory assistance to all its customers, California LifeLine or otherwise, via 411. Such calls use the minutes of the California LifeLine or non-California LifeLine customer making the directory assistance call. (See Schedule of Rates.)
10. Schedule of rates and charges. The Company's Schedule of Rates and charges for California LifeLine service are included herein as the "Schedule of Rates."
11. Free, unlimited access to customer service for information about California LifeLine, service activation, service termination, service repair, and bill inquiries. The Company's California LifeLine customers are provided free, unlimited access to Sequoia Wireless customer service either by dialing 611, dialing the toll-free customer service number, or sending an email to [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Calls to the Company's customer service do not count against the California LifeLine customer's allotted voice minutes.
12. Free, unlimited access to customer service representatives fluent in the same language in which California LifeLine was originally marketed and sold. At this time, the Company markets and sells California LifeLine service in English. The Company therefore provides English-speaking customer service operators through its customer service department, which may be accessed as described above.
13. Free access to toll-blocking and toll-control services. The Company is a prepaid service provider, which means that customers pay for their service in advance and can use only the amount of service for which they have already paid. Furthermore, the Company provides uniform pricing for both local and domestic, long-distance telephone calls. International Calling is blocked. Therefore, the prepaid nature of the service, along with the fact that voice calls are not distance-sensitive, acts in effect as a toll-blocking service.
14. Access to two California LifeLine telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users. The Company will provide access to two California LifeLine discounted telephone lines to Deaf and Disabled Telecommunications Program participants or teletypewriter users.
15. Free access to the California Relay Service via the 711 abbreviated dialing code. The Company will provide free access to California Relay Service through the 711 abbreviated dialing code. (See Schedule of Rates.)
16. Access to Public Safety N11s. All of Sequoia Wireless California Lifeline plans will provide access to special service N11 numbers. D.14-01-036 requires free, unlimited access to public safety N11s (211, 311, 511, 711, and 811) for California Lifeline eligible plans with 1,000 or more voice minutes, and notes that "Wireless providers may meet this obligation by offering these features on plans with 1,000 or more minutes, or by offering at least one plan with unlimited voice minutes that conform to this Decision, and which may include text, but not video or data" (see Attachment D of the Decision). Therefore, Sequoia Wireless will comply with Wireless Service Element number 19 by offering its Unlimited Talk & Text rate plan option (See Schedule of Rates.)
17. California LifeLine Participant Exemptions. The Commission exempts California LifeLine participants from paying public purpose program surcharges, the Commission's user fee, federal excise tax, local franchise tax, and California 911 tax associated with telephone service. The Company will comply with this exemption. The Company understands that the exemption does not alter the statutory requirement for all telephone corporations in California to assess, collect, and remit public purpose surcharges on revenues collected from end-users for intrastate telecommunications services that are subject to surcharge in compliance with Pub. Util. Code §§ 285 and 710.
18. 30-Day Notice. The Company will provide 30 days prior notice to California LifeLine participants in the event it withdraws from the provision of California LifeLine Service.
19. All approved California LifeLine plans are subject to Sequoia Wireless's California LifeLine Terms and Conditions and is provided digitally for each California LifeLine participant to review prior to agreeing to service. This is also available on our website at [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates). In addition, by using Sequoia Wireless Services and Devices, a California LifeLine participant is subject and bound to our "Accessibility Policy" including Hearing Air Compatibility and Telecommunications Relay Service (refer to [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility)); "Open Internet Policy" (refer to

[www.sequoiawireless.com/openinternet](http://www.sequoiawireless.com/openinternet)); “Privacy Policy” (refer to [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy)); “Website Terms of Use” (refer to [www.sequoiawireless.com/webterms](http://www.sequoiawireless.com/webterms)); “Acceptable Use Policy” (refer to [www.sequoiawireless.com/acceptable](http://www.sequoiawireless.com/acceptable)); “Digital Millennium Copyright Act Policy” (refer to [www.sequoiawireless.com/dmca](http://www.sequoiawireless.com/dmca)); “Freedom of Choice Policy” (refer to [www.sequoiawireless.com/freedom](http://www.sequoiawireless.com/freedom)); and “Net Neutrality Policy” (refer to [www.sequoiawireless.com/neutrality](http://www.sequoiawireless.com/neutrality)). Note: If there is a discrepancy, as it pertains to Sequoia Wireless’s California LifeLine Service, the terms of “California LifeLine Terms and Conditions” (refer to [www.sequoiawireless.com/carates](http://www.sequoiawireless.com/carates)) will supersede.

### **California LifeLine Enrollment Limitations**

30-Day Waiting Period for an Enrollment Request for the California LifeLine Discounts for Cell Phone Service (“Enrollment Freeze”). When a consumer submits an enrollment request to receive the California LifeLine discounts for cell phone service the consumer has to wait up to 30 days to submit another enrollment request. A consumer CANNOT have multiple enrollment requests for the California LifeLine discounts for cell phone service going at the same time. The 30-day waiting period ends when either (1) the California LifeLine Administrator sends the final eligibility decision, (2) the enrollment request is canceled, or (3) the 30 days have passed since the enrollment request, whichever occurs first. After the 30-day clock stops, a consumer may then submit another enrollment request for the California LifeLine discounts for cell phone service, as applicable. A consumer can independently cancel an enrollment request by contacting the California LifeLine Administrator by phone at 877-858-7463 or going to Check Your Status at [www.californialifeline.com](http://www.californialifeline.com). The cell phone company can also cancel an enrollment request.

### **Telephone Consumer Protection Act (TCPA)**

To ensure that consumer inquiries are handled with the utmost professionalism, we and our affiliates, agents, assigns, and service providers monitor and record all calls between you and us or any of our affiliates, agents, assigns, and service providers in order to improve our service to you. You agree to be monitored and recorded. You agree that Sequoia Wireless may from time to time contact you by phone calls and/or text messages at any telephone number linked with your account, including wireless telephone numbers, which may incur fees (but not from Sequoia Wireless).

By using this website, you agree and accept that Sequoia Wireless may from time to time send you emails, phone calls, and/or text messages to any email addresses and/or telephone numbers connected with your account, including your home, work, and wireless telephone number, for which you may incur fees. This includes, but is not limited to, the use of prerecorded/artificial voice messages and/or an automated telephone dialing system to contact you. You also agree that Sequoia Wireless may send you emails to any email address you supply or use other electronic forms of contact to the extent authorized by law. Consent may be withdrawn at any moment and by any acceptable method such as sending us an email at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

### **California Emergency Protections**

In response to the devastating wildfires of 2018 and 2019, the State of California asked service providers such as Sequoia Wireless to put measures in place to assist people impacted by emergency situations. In California’s Decision Adopting An Emergency Disaster Relief Program For Communication Service Provider Customers (D. 19-08-025), issued August 23, 2019 in Rulemaking (R.) 18-03-011, when a State of Emergency is declared by either the Governor of the State of California or the President of the United States, Sequoia Wireless will provide additional service credits to existing customers, and handsets to those that qualify. In response to Decision 19-08-025, Sequoia Wireless has implemented ongoing and continuous outreach to ensure its customers are aware of the consumer protection measures available to them before, during, and after emergency situations. Sequoia Wireless communicates these emergency protections on our website, annually as part of the California Annual Notice Sequoia Wireless sends out in compliance with General Order 153, Procedures for Administration of The Moore Universal Telephone Service Act.

### **California Emergency Relief Plan**

Sequoia Wireless has established our emergency assistance protocols for subscribers in California. Please read the following to get acquainted with the support available to you in the event that a disaster (announced by the governor of California or the president of the United States) affects your service or displaces your family.

When the governor or the president of the United States declares a state of emergency in California because a catastrophe has disrupted utility service or reduced the quality of utility service, the following remedial measures will be implemented:

- Sequoia Wireless may let customers delay or phase payments for data, call, and text coverage prices for a certain time period. As we do not charge monthly fees for our ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless will provide mobile phones for temporary usage in approved county or municipal emergency shelters to our subscribers seeking refuge from a catastrophe.
- Sequoia Wireless will consider extending service payment deadlines for affected customers for certain time periods. As we do not charge monthly fees to the subscriber for ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless may provide temporary replacement phones to subscribers whose phones were lost or destroyed as a consequence of a natural catastrophe or evacuation.

If the Universal Service Administrative Company (USAC) receives exemptions from the Federal Communications Commission (FCC) for its non-usage and eligibility renewal regulations for ACP, Sequoia Wireless will:

- Suspend the de-enrollment of affected California subscribers for non-usage.
- Reenroll any affected subscriber upon notice from USAC that a rejection of the subscriber's renewal eligibility for ACP has been reversed.

Assuming the position is consistent with the FCC's waivers, these protections will begin upon the declaration of a state of emergency in California and end no sooner than 12 months after the date of the declaration, or as determined by the California Office of Emergency Services.

Contact Sequoia Wireless Customer Support at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) if you have any questions about this Plan.

### **California Public Utilities Commission (CPUC) – Consumer Affairs Branch (CAB)**

As the California Public Utilities Commission (CPUC) regulates California utilities, such as Sequoia Wireless, which provide telecommunications services in the State of California, if you have a question or a complaint concerning Sequoia Wireless's services, at any time you may also contact the Consumer Affairs Branch (CAB) to seek assistance, at the following address: California Public Utilities Commission Consumer Affairs Branch, 505 Van Ness Avenue San Francisco, CA 94102, Email: [consumer-affairs@cpuc.ca.gov](mailto:consumer-affairs@cpuc.ca.gov). Or you may reach CAB by telephone at 1-800-649-7570, Monday through Friday, 8:30 a.m. to 4:30 p.m.

### **Notices**

You may send notices to Sequoia Wireless by mail, 29034 Westbourne Court, Hayward, CA, 94544-6345 or by email at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Notices will be considered effective after received by Sequoia Wireless. If a subscriber is unable to resolve concerns with Sequoia Wireless, they may file a complaint with the Federal Communications Commission and/or the California Public Utilities Commission (CPUC) – Consumer Affairs Branch (CAB). Any notice sent to a subscriber will be sent via email we have on file.

# **Attachment E**

## **Accessibility Policy**

## Accessibility Policy

Effective Date: June 9, 2023

This policy describes how persons with disabilities may use the wireless services offered by Sequoia Wireless. Individuals with hearing, vision, or speech impairments who want to apply for a specially equipped Sequoia Wireless device must email us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) and clarify their requirements.

### Hearing Aid Compatibility

The Federal Communications Commission (FCC) has issued particular hearing-aid compatibility regulations for mobile phones to guarantee that manufacturers build phones compatible with hearing aid devices and assist users of Sequoia Wireless hearing aids in locating compatible phones. In particular, the FCC depends on criteria produced by the American National Standards Institute (ANSI) to assist customers in determining whether mobile phones are compatible with hearing aids. A phone is hearing aid compatible according to the 2019 ANSI Standard if it is labeled as such. The 2011 ANSI Standard employs a rating system: compatibility with telecoil hearing aids is determined by a 'T' rating (T1 through T4), and compatibility with microphone hearing aids is determined by an 'M' rating (M1 through M4).

The greater the M or T rating granted to a phone, the less interference there is for hearing aid users; phones rated 3 or 4 are considered hearing aid compatible.

Today, the majority of mobile phones are built to be compatible with hearing aids in accordance with ANSI Standards, reducing or eliminating interference that certain hearing aid users may encounter while using a cell phone. Interference occurs when the electronics within the hearing aid device pick up and demodulate radio frequency (RF) or electromagnetic interference (EMI) emitted by the cell phone or other sources, resulting in a buzzing, humming, or whistling noise for users with hearing aid devices while using certain cell phones. In addition to compatibility with hearing aids, the level of interference encountered will vary based on the hearing aid's design.

Although the ANSI Standards are a helpful resource for customers when selecting a mobile phone, they do not ensure that a phone will not interfere with a certain hearing aid. In addition, although some of the wireless technologies used by phones have been evaluated and graded for use with hearing aids, there may be certain wireless technologies used by phones that have not yet been tested for use with hearing aids. Whether you wear a hearing aid, it is essential that you test the various capabilities of your phone in many places and with your hearing aid to discover if you hear any noise interference. If you have concerns regarding your hearing aid, the manufacturer or a hearing health specialist may provide assistance. You may also contact your phone manufacturer for further hearing aid compatibility information. In addition, if your mobile phone is not compatible with your hearing aid equipment, please contact Sequoia Wireless at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

Sequoia Wireless assures that 100% of our wireless phones comply with ANSI standards for hearing aid compatibility. Sequoia Wireless presently provides the following wireless phones that are compatible with hearing aids:

Make	M Rating	T Rating	FCC ID	Functionality	ANSI
Apple iPhone 6	3	4	BCG-E2816A	Smartphone	2019
Apple iPhone 6 Plus	3	4	BCG-E2817A	Smartphone	2019
Apple iPhone 6S	3	4	BCG-E2946A	Smartphone	2019
Apple iPhone 6S Plus	3	4	BCG-E2944A	Smartphone	2019
Apple iPhone 7	3	4	BCG-E3091A, BCG-E3085A	Smartphone	2019
Apple iPhone 8	3	4	BCG-E3159A, BCG-E3172A	Smartphone	2019

See the FCC Guide at [www.fcc.gov/hearing-aid-compatibility-wireless-telephones](http://www.fcc.gov/hearing-aid-compatibility-wireless-telephones) or the wireless industry association's consumer resource guide at [www.accesswireless.org/resources-for-consumers/hearing-resources](http://www.accesswireless.org/resources-for-consumers/hearing-resources) for further information on hearing aid compatibility with wireless phones. Visit the Global Accessibility Reporting Initiative's website at

[www.gari.info](http://www.gari.info) to learn more about the accessibility features available on modern and older mobile devices. For more information on accessibility features offered by iPhone, refer to [apple.com/accessibility](http://apple.com/accessibility)

### **Telecommunications Relay Service**

Telecommunications Relay Service (TRS) is a communication service that allows people with hearing or speech impairments to utilize the telephone system through a Text Telephone (TTY) or other device to contact others with or without such impairments via a TRS center. You may get more information on the numerous kinds of relay services via the FCC's TRS website at [www.fcc.gov/consumers/guides/telecommunications-relay-service-trs](http://www.fcc.gov/consumers/guides/telecommunications-relay-service-trs). You may also get information on the service offered in California via [ddtp.cpuc.ca.gov/relay.aspx](http://ddtp.cpuc.ca.gov/relay.aspx). Below are the different forms of TRS include the following:

- Text-to-Voice TTY
- Voice Carry Over (VCO)
- Hearing Carry Over (HCO)
- Speech-to-Speech (STS)
- Spanish Text-to-Voice TTY
- Captioned Telephone
- IP Captioned Telephone
- IP Relay
- Video Relay Service (VRS)
- Real-Time Text (RTT)

TRS is accessible for local and long-distance calls in all 50 states and territories of the United States. TRS providers are reimbursed for the expenses of delivering TRS by a state or federal fund, and TRS consumers incur no additional fees beyond ordinary calling rates. TRS may be contacted by calling 711 or by contacting your state relay provider, as mentioned in the FCC's TRS Directory, which can be accessed at [www.fcc.gov/general/telecommunications-relay-services-directory](http://www.fcc.gov/general/telecommunications-relay-services-directory). TTY users should dial 911 immediately in case of an emergency.

### **Using Text Telephone with Sequoia Wireless Service**

A Text Telephone (TTY) is a device that allows deaf, hard-of-hearing, or speech-impaired persons to use the telephone to communicate. Instead of speaking and listening, TTY allows individuals to write messages back and forth. Text-to-voice calls normally need a TTY on both ends, however, TRS can interpret conversations for text-to-voice calls.

The FCC requires digital wireless carriers to be capable of transmitting calls from a TTY connected wireless phone. While the FCC regulation applies only to calls made to 911, the ability to dial 911 enables users to make calls to anybody, wherever, so long as the recipient has a TTY or the call is translated through TRS. All our plans and iPhones are compatible with TTY.

IP-based calling services, such as Voice over LTE (VoLTE) and Wi-Fi Calling, do not support TTY calls, including those to 911. Customers with communications challenges who need to dial 911 while utilizing IP-based calling should utilize IP Relay, Video Relay, or IP Captioned Telephone Service. When supported, clients may also send a text message straight to 911. (text-to-911).

### **Using Real-Time Text with Sequoia Wireless Service**

Real-time text (RTT) enables the delivery of text messages in real time as they are being created, making them more comparable to standard speech discussions. RTT permits audio communication in addition to text communication (simultaneous voice and text). In contrast to other texting systems, RTT is analogous to a phone conversation in that an RTT call must be initiated, the other person must answer the call for communication to begin, and both sides must hang up after the call is over. On a network that supports RTT, customers with RTT-enabled devices may be able to connect with persons also using RTT-enabled devices. Using RTT while connected to the wireless network will use your voice minutes, so it's a good thing we provide unlimited minutes!

**Using Other Telecommunications Relay Services with Sequoia Wireless Service**

Sequoia Wireless's data services may facilitate the usage of IP-based telecommunications relay services, such as Video Relay Service, IP Relay, and IP Captioned Telephone Service. These TRS services are superior to TTY for making aided calls, including 911 calls. Utilizing these services while connected to Sequoia Wireless's wireless network will use your voice minutes, but no need to worry as your plan comes with unlimited minutes!

**Customer Support**

If you have concerns regarding how people with disabilities may utilize the wireless services of Sequoia Wireless, please contact us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).



# **Attachment F**

**California Emergency Relief Plan**

## California Emergency Relief Plan

Effective Date: June 9, 2023

### **Administrative Actions:**

In the event the governor of California or a president of the United States declares a state of emergency which has either resulted in the loss or disruption of the delivery or receipt of utility service and/or resulted in the degradation of the quality of utility service, Sequoia Wireless shall file a Tier 1 Advice Letter within 15 days of the Governor's or President's state of emergency proclamation reporting compliance with implementing this Decision's mandated emergency disaster relief customer protections and outreach activities. This Advice Letter would include which of the required relief measures the provider has implemented, which of the required relief measures the provider will implement pending an FCC Lifeline waiver, which of the required relief measures do not apply because we either do not provide or does not charge for that service, and which relief measures, if any, we would offer in addition to the required measures.

We shall provide the following mandated protections to their customers who are in a disaster-affected area under a covered emergency declaration by the governor of California or president of the United States: (a) provide mobile phones for customers seeking shelter from a disaster to use temporarily at a county or city designated shelter; (b) consider allowing customers to defer or phase payment for coverage charges for data, talk, and text for defined periods of time; and (c) consider extending payment dates for service for defined periods of time for impacted customers; and to consider providing temporary replacement phones for customers whose phones were lost or damaged as a result of a disaster or evacuation.

Sequoia Wireless shall file a Tier 1 Advice Letter at the default, 12-month conclusion of customer protection period, or as reasonably determined by the Governor's Office of Emergency Services, detailing the mandated protections offered to the customer affected by the disaster, the start and end periods customers received the emergency customer protections, the outreach efforts conducted, the customer impacts, and basic metrics – that can be measured or estimated– such as the number of consumers that received each of the available protections over the course of the year. All Tier 1 Advice Letters, in compliance with this Decision, shall be filed on the service list of this rulemaking to ensure that all interested parties have the opportunity, through timely and efficient means, to receive notice and review these filings.

**California Subscribers (ENGLISH):**

Sequoia Wireless has established our emergency assistance protocols for subscribers in California. Please read the following to get acquainted with the support available to you in the event that a disaster (announced by the governor of California or the president of the United States) affects your service or displaces your family.

When the governor or the president of the United States declares a state of emergency in California because a catastrophe has disrupted utility service or reduced the quality of utility service, the following remedial measures will be implemented:

- Sequoia Wireless may let customers delay or phase payments for data, call, and text coverage prices for a certain time period. As we do not charge monthly fees for our ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless will provide mobile phones for temporary usage in approved county or municipal emergency shelters to our subscribers seeking refuge from a catastrophe.
- Sequoia Wireless will consider extending service payment deadlines for affected customers for certain time periods. As we do not charge monthly fees to the subscriber for ACP plans, provisions related to this delay in required usage or annual recertification will be subject to the rules set forth as part of ACP.
- Sequoia Wireless may provide temporary replacement phones to subscribers whose phones were lost or destroyed as a consequence of a natural catastrophe or evacuation.

If the Universal Service Administrative Company (USAC) receives exemptions from the Federal Communications Commission (FCC) for its non-usage and eligibility renewal regulations for ACP, Sequoia Wireless will:

- Suspend the de-enrollment of affected California subscribers for non-usage.
- Reenroll any affected subscriber upon notice from USAC that a rejection of the subscriber's renewal eligibility for ACP has been reversed.

Assuming the position is consistent with the FCC's waivers, these protections will begin upon the declaration of a state of emergency in California and end no sooner than 12 months after the date of the declaration, or as determined by the California Office of Emergency Services.

Contact Sequoia Wireless Customer Support at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) if you have any questions about this Plan.

**California Subscribers (SPANISH):**

Sequoia Wireless ha establecido nuestros protocolos de asistencia de emergencia para suscriptores en California. Lea lo siguiente para familiarizarse con el apoyo disponible para usted en caso de que un desastre (anunciado por el gobernador de California o el presidente de los Estados Unidos) afecte su servicio o desplace a su familia.

Cuando el gobernador o el presidente de los Estados Unidos declare un estado de emergencia en California debido a que una catástrofe interrumpió el servicio público o redujo la calidad del servicio público, se implementarán las siguientes medidas correctivas:

- Unirse a LifeLine puede permitir a los clientes retrasar o escalonar los pagos de los precios de cobertura de datos, llamadas y mensajes de texto durante un período de tiempo determinado. Como no cobramos tarifas mensuales por nuestros planes ACP, las disposiciones relacionadas con este retraso en el uso requerido o la recertificación anual estarán sujetas a las reglas establecidas como parte de ACP.
- Sequoia Wireless proporcionará teléfonos móviles para uso temporal en refugios de emergencia municipales o del condado aprobados para nuestros suscriptores que buscan refugio de una catástrofe.
- Sequoia Wireless considerará extender los plazos de pago del servicio para los clientes afectados por ciertos períodos de tiempo. Como no cobramos tarifas mensuales al suscriptor de los planes ACP, las disposiciones relacionadas con este retraso en el uso requerido o la recertificación anual estarán sujetas a las reglas establecidas como parte de ACP.
- Sequoia Wireless puede proporcionar teléfonos de reemplazo temporales a los suscriptores cuyos teléfonos se perdieron o se destruyeron como consecuencia de una catástrofe natural o una evacuación.

Si la Compañía Administrativa de Servicio Universal (USAC) recibe exenciones de la Comisión Federal de Comunicaciones (FCC) por sus regulaciones de no uso y renovación de elegibilidad para ACP, Sequoia Wireless:

- Suspender la cancelación de la inscripción de los suscriptores de California afectados por falta de uso.
- Volver a inscribir a cualquier suscriptor afectado cuando la USAC le notifique que se revocó el rechazo de la elegibilidad de renovación del suscriptor para ACP.

Suponiendo que el puesto sea consistente con las exenciones de la FCC, estas protecciones comenzarán con la declaración del estado de emergencia en California y finalizarán no antes de los 12 meses posteriores a la fecha de la declaración, o según lo determine la Oficina de Servicios de Emergencia de California.

Comuníquese con el servicio de atención al cliente de Sequoia Wireless en [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) si tiene alguna pregunta sobre este plan.

**California Subscribers (CANTONESE):**

Sequoia Wireless 已為加利福尼亞州的用戶制定了緊急援助協議。請閱讀以下內容，了解在發生災難（由加利福尼亞州州長或美國總統宣布）影響您的服務或使您的家人流離失所時，您可以獲得的支持。

當美國州長或總統因災難擾亂公用事業服務或降低公用事業服務質量而宣布加州進入緊急狀態時，將實施以下補救措施：

- 加入 LifeLine 可以讓客戶在特定時間段內延遲或分期支付數據、通話和短信覆蓋價格。由於我們的 ACP 計劃不收取月費，因此與所需使用延遲或年度重新認證相關的規定將遵守 ACP 規定的規則。
- 加入 LifeLine 將為在災難中尋求庇護的用戶提供移動電話，供在經批准的縣或市緊急避難所臨時使用。
- Sequoia Wireless 將考慮將受影響客戶的服務付款期限延長一定時間。由於我們不向 ACP 計劃的訂戶收取月費，因此與所需使用延遲或年度重新認證相關的規定將遵守 ACP 規定的規則。
- Sequoia Wireless 可以為因自然災害或疏散而丟失或毀壞手機的用戶提供臨時替換手機。

如果普遍服務管理公司 (USAC) 因 ACP 的不使用和資格更新規定而獲得聯邦通信委員會 (FCC) 的豁免，Sequoia Wireless 將：

- 暫停取消因不使用而受影響的加州訂戶的註冊。
- 在 USAC 通知訂戶 ACP 續訂資格被拒絕已被撤銷後，重新註冊任何受影響的訂戶。

假設該立場與 FCC 的豁免一致，這些保護措施將從加州宣布進入緊急狀態時開始，並在宣布之日後 12 個月內結束，或由加州緊急服務辦公室決定。

如果您對此計劃有任何疑問，請通過 [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) 聯繫 Sequoia Wireless 客戶支持。

**California Subscribers (MANDARIN):**

Sequoia Wireless 已为加利福尼亚州的用户制定了紧急援助协议。请阅读以下内容，了解在发生灾难（由加利福尼亚州州长或美国总统宣布）影响您的服务或使您的家人流离失所时，您可以获得的支持。

当美国州长或总统因灾难扰乱公用事业服务或降低公用事业服务质量而宣布加州进入紧急状态时，将实施以下补救措施：

- 加入 LifeLine 可以让客户在特定时间段内延迟或分期支付数据、通话和短信覆盖价格。由于我们的 ACP 计划不收取月费，因此与所需使用延迟或年度重新认证相关的规定将遵守 ACP 规定的规则。
- 加入 LifeLine 将为在灾难中寻求庇护的用户提供移动电话，以便在经批准的县或市紧急避难所临时使用。
- Sequoia Wireless 将考虑将受影响客户的服务付款期限延长一定时间。由于我们不向 ACP 计划的订户收取月费，因此与所需使用延迟或年度重新认证相关的规定将遵守 ACP 规定的规则。
- Sequoia Wireless 可以为因自然灾害或疏散而丢失或毁坏手机的用户提供临时替换手机。

如果普遍服务管理公司 (USAC) 因 ACP 的不使用和资格更新规定而获得联邦通信委员会 (FCC) 的豁免，Sequoia Wireless 将：

- 暂停取消因不使用而受影响的加州订户的注册。
- 在 USAC 通知订户 ACP 续订资格被拒绝已被撤销后，重新注册任何受影响的订户。

假设该立场与 FCC 的豁免一致，这些保护措施将在加州宣布进入紧急状态时开始，并在宣布之日后 12 个月内结束，或由加州紧急服务办公室决定。

如果您对此计划有任何疑问，请通过 [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) 联系 Sequoia Wireless 客户支持。

**California Subscribers (TAGALOG):**

Itinatag ng Sumali sa LifeLine ang aming mga protocol ng tulong na pang-emergency para sa mga subscriber sa California. Mangyaring basahin ang sumusunod upang makilala ang suportang magagamit mo kung sakaling maapektuhan ng isang sakuna (ipinahayag ng gobernador ng California o ng presidente ng Estados Unidos) ang iyong serbisyo o maalis ang iyong pamilya.

Kapag ang gobernador o ang presidente ng Estados Unidos ay nagdeklara ng isang estado ng emerhensiya sa California dahil ang isang sakuna ay nakagambala sa serbisyo ng utility o nabawasan ang kalidad ng serbisyo ng utility, ang mga sumusunod na hakbang sa pagreredia ay ipapatupad:

- Maaaring hayaan ng Sumali sa LifeLine ang mga customer na maantala o i-phase ang mga pagbabayad para sa mga presyo ng saklaw ng data, tawag, at text para sa isang partikular na yugto ng panahon. Dahil hindi kami naniningil ng buwanang bayarin para sa aming mga ACP plan, ang mga probisyon na nauugnay sa pagkaantala na ito sa kinakailangang paggamit o taunang recertification ay sasailalim sa mga panuntunang itinakda bilang bahagi ng ACP.
- Magbibigay ang Sequoia Wireless ng mga mobile phone para sa pansamantalang paggamit sa aprubadong county o municipal emergency shelter sa aming mga subscriber na naghahanap ng kanlungan mula sa isang sakuna.
- Isasaalang-alang ng Sequoia Wireless ang pagpapalawig ng mga deadline ng pagbabayad ng serbisyo para sa mga apektadong customer para sa ilang partikular na yugto ng panahon. Dahil hindi kami naniningil ng buwanang bayad sa subscriber para sa mga ACP plan, ang mga probisyon na may kaugnayan sa pagkaantala na ito sa kinakailangang paggamit o taunang recertification ay sasailalim sa mga panuntunang itinakda bilang bahagi ng ACP.
- Ang Sumali sa LifeLine ay maaaring magbigay ng pansamantalang kapalit na mga telepono sa mga subscriber na ang mga telepono ay nawala o nasira bilang resulta ng isang natural na sakuna o paglikas.

Kung ang Universal Service Administrative Company (USAC) ay makakatanggap ng mga exemption mula sa Federal Communications Commission (FCC) para sa hindi paggamit at mga regulasyon sa pag-renew ng pagiging kwalipikado para sa ACP, ang Sequoia Wireless ay:

- Suspindihin ang de-enrollment ng mga apektadong subscriber ng California para sa hindi paggamit.
- Muling ipatala ang sinumang apektadong subscriber sa paunawa mula sa USAC na ang pagtanggap sa pagiging karapat-dapat sa pag-renew ng subscriber para sa ACP ay nabaligtad.

Kung ipagpalagay na ang posisyon ay naaayon sa mga waiver ng FCC, ang mga proteksyong ito ay magsisimula sa deklarasyon ng isang estado ng emerhensiya sa California at magtatapos nang hindi mas maaga sa 12 buwan pagkatapos ng petsa ng deklarasyon, o ayon sa tinutukoy ng Opisina ng Mga Serbisyon Pang-emergency ng California.

Makipag-ugnayan sa Sumali sa Suporta sa Customer ng LifeLine sa [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) kung mayroon kang anumang mga katanungan tungkol sa Planong ito.

**California Subscribers (VIETNAMESE):**

Sequoia Wireless đã thiết lập các giao thức hỗ trợ khẩn cấp cho những người đăng ký ở California. Vui lòng đọc phần sau đây để làm quen với sự hỗ trợ dành cho bạn trong trường hợp thảm họa (được thông báo bởi thống đốc bang California hoặc tổng thống Hoa Kỳ) ảnh hưởng đến dịch vụ của bạn hoặc khiến gia đình bạn phải di dời.

Khi thông đốc hoặc tổng thống Hoa Kỳ tuyên bố tình trạng khẩn cấp ở California do thảm họa đã làm gián đoạn dịch vụ tiện ích hoặc giảm chất lượng dịch vụ tiện ích, các biện pháp khắc phục sau đây sẽ được thực hiện:

- Sequoia Wireless có thể cho phép khách hàng trì hoãn hoặc thanh toán theo từng giai đoạn đối với giá bảo hiểm dữ liệu, cuộc gọi và tin nhắn trong một khoảng thời gian nhất định. Vì chúng tôi không tính phí hàng tháng cho các gói ACP của mình, các điều khoản liên quan đến sự chậm trễ này trong việc sử dụng bắt buộc hoặc chứng nhận lại hàng năm sẽ phải tuân theo các quy tắc được đặt ra như một phần của ACP.
- Sequoia Wireless sẽ cung cấp điện thoại di động để sử dụng tạm thời tại các nơi trú ẩn khẩn cấp của quận hoặc thành phố đã được phê duyệt cho những người đăng ký của chúng tôi đang tìm nơi ẩn náu khi gặp thảm họa.
- Sequoia Wireless sẽ xem xét kéo dài thời hạn thanh toán dịch vụ cho những khách hàng bị ảnh hưởng trong một khoảng thời gian nhất định. Vì chúng tôi không tính phí hàng tháng đối với người đăng ký gói ACP, các điều khoản liên quan đến sự chậm trễ này trong việc sử dụng bắt buộc hoặc chứng nhận lại hàng năm sẽ phải tuân theo các quy tắc được đặt ra như một phần của ACP.
- Sequoia Wireless có thể cung cấp điện thoại thay thế tạm thời cho những người đăng ký có điện thoại bị mất hoặc bị phá hủy do hậu quả của thiên tai hoặc sơ tán.

Nếu Công ty Quản lý Dịch vụ Toàn cầu (USAC) nhận được miễn trừ từ Ủy ban Truyền thông Liên bang (FCC) đối với các quy định gia hạn về việc không sử dụng và đủ điều kiện cho ACP, Tham gia LifeLine sẽ:

- Đình chỉ hủy đăng ký của những người đăng ký ở California bị ảnh hưởng do không sử dụng.
- Đăng ký lại bất kỳ người đăng ký bị ảnh hưởng nào khi có thông báo từ USAC rằng việc từ chối khả năng đủ điều kiện gia hạn của người đăng ký đối với ACP đã bị đảo ngược.

Giả sử vị trí phù hợp với các miễn trừ của FCC, các biện pháp bảo vệ này sẽ bắt đầu khi tuyên bố tình trạng khẩn cấp ở California và kết thúc không sớm hơn 12 tháng sau ngày tuyên bố hoặc theo quyết định của Văn phòng Dịch vụ Khẩn cấp California.

Liên hệ với bộ phận Hỗ trợ khách hàng của Sequoia Wireless tại [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) nếu bạn có bất kỳ câu hỏi nào về Chương trình này.



**California Subscribers (KOREAN):**

Sequoia Wireless은 캘리포니아 가입자를 위한 긴급 지원 프로토콜을 마련했습니다. 재난(캘리포니아 주지사 또는 미국 대통령이 발표)이 귀하의 서비스에 영향을 미치거나 귀하의 가족을 옮길 경우 귀하에게 제공되는 지원에 대해 알아보려면 다음을 읽으십시오.

재난으로 유틸리티 서비스가 중단되거나 유틸리티 서비스의 품질이 저하되어 주지사 또는 미국 대통령이 캘리포니아에서 비상 사태를 선언하면 다음과 같은 시정 조치가 시행됩니다.

- Sequoia Wireless은 고객이 특정 기간 동안 데이터, 전화 및 문자 서비스 가격에 대한 지불을 연기하거나 단계적으로 할 수 있도록 합니다. ACP 계획에 대해 월 사용료를 부과하지 않기 때문에 필수 사용 지연 또는 연간 재인증과 관련된 조항은 ACP의 일부로 명시된 규칙의 적용을 받습니다.
- Sequoia Wireless은 재난으로부터 피난처를 찾는 가입자에게 승인된 카운티 또는 시 비상 대피소에서 임시로 사용할 수 있는 휴대폰을 제공합니다.
- Sequoia Wireless은 영향을 받는 고객에 대해 특정 기간 동안 서비스 지불 기한을 연장하는 것을 고려할 것입니다. ACP 플랜 가입자에게 월 사용료를 부과하지 않기 때문에 이러한 필수 사용 지연 또는 연간 재인증과 관련된 조항은 ACP의 일부로 명시된 규칙의 적용을 받습니다.
- Sequoia Wireless은 자연재해 또는 대피로 인해 전화기가 분실 또는 파손된 가입자에게 임시 교체 전화기를 제공할 수 있습니다.

USAC(Universal Service Administrative Company)가 미연방 통신 위원회(FCC)로부터 ACP에 대한 비사용 및 자격 갱신 규정에 대한 면제를 받는 경우 Sequoia Wireless은 다음을 수행합니다.

- 비사용에 대해 영향을 받는 캘리포니아 가입자의 등록 취소를 일시 중단합니다.
- ACP에 대한 가입자의 갱신 자격 거부가 취소되었다는 USAC의 통지를 받은 영향을 받는 모든 가입자를 재등록합니다.

해당 입장이 FCC의 포기과 일치한다고 가정할 때, 이러한 보호는 캘리포니아에서 비상 사태가 선언되면 시작되고 선언 날짜로부터 12개월이 지나거나 캘리포니아 비상 서비스국에서 결정한 대로 종료됩니다.

이 계획에 대해 질문이 있는 경우 [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) 로 Sequoia Wireless 고객 지원에 문의하십시오.

**California Subscribers (RUSSIAN):**

Присоединяйтесь к LifeLine установили наши протоколы экстренной помощи для абонентов в Калифорнии. Пожалуйста, прочитайте следующее, чтобы ознакомиться с доступной вам поддержкой в случае, если стихийное бедствие (объявленное губернатором Калифорнии или президентом Соединенных Штатов) повлияет на вашу службу или приведет к перемещению вашей семьи.

Когда губернатор или президент Соединенных Штатов объявляет чрезвычайное положение в Калифорнии из-за того, что в результате стихийного бедствия были нарушены коммунальные услуги или снижено качество коммунальных услуг, будут приняты следующие меры по исправлению положения:

- Присоединение к LifeLine может позволить клиентам откладывать или поэтапно платить за передачу данных, вызовов и текстовых сообщений в течение определенного периода времени. Поскольку мы не взимаем ежемесячную плату за наши планы АСР, положения, связанные с этой задержкой необходимого использования или ежегодной повторной сертификацией, будут регулироваться правилами, изложенными в рамках АСР.
- Sequoia Wireless предоставит мобильные телефоны для временного использования в утвержденных окружных или муниципальных убежищах для оказания экстренной помощи нашим абонентам, ищущим убежища от катастрофы.
- Sequoia Wireless рассмотрит возможность продления сроков оплаты услуг для затронутых клиентов на определенные периоды времени. Поскольку мы не взимаем ежемесячную плату с абонента за планы АСР, положения, связанные с этой задержкой необходимого использования или ежегодной повторной сертификацией, будут регулироваться правилами, изложенными в рамках АСР.
- Sequoia Wireless может предоставить временную замену телефонов абонентам, чьи телефоны были утеряны или уничтожены в результате стихийного бедствия или эвакуации.

Если Административная компания универсальных услуг (USAC) получает освобождение от Федеральной комиссии по связи (FCC) в отношении неиспользования и правил продления права на использование АСР, Sequoia Wireless:

- Приостановить отмену регистрации затронутых абонентов в Калифорнии за неиспользование.
- Повторно зарегистрировать любого затронутого подписчика после уведомления от USAC об отмене отказа в продлении подписки на АСР.

Предполагая, что позиция соответствует отказу FCC, эти меры защиты начнут действовать после объявления чрезвычайного положения в Калифорнии и закончатся не ранее, чем через 12 месяцев после даты объявления или в соответствии с решением Калифорнийского управления экстренных служб.

Свяжитесь со службой поддержки клиентов Sequoia Wireless по адресу [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) если у вас есть какие-либо вопросы об этом плане.

# **Attachment G**

**Open Internet Policy**

## Open Internet Policy

Effective Date: June 9, 2023

### **Consumer Broadband Disclosure**

Sequoia Wireless is committed to an open and free Internet. Similarly, we are dedicated to providing an exceptional user experience. To shine in this, we may engage in reasonable network management measures on our broadband Internet access services and devices (the "Services"). Described here are our network management procedures. Our explanation of these network management policies, as well as those of our underlying carrier, T-Mobile (the "Underlying Carrier"), is provided for informative purposes only and is subject to change. Please return often for updates.

### **Congestion Management**

Sequoia Wireless is a reseller of our Underlying Carrier's mobile broadband Internet access network. This implies that once your data leaves a Sequoia Wireless device (i.e., a device with an activated eSIM or SIM Card), it passes via the network of our Underlying Carrier before reaching the public Internet. As a reseller, we do not control network congestion on the network of the Underlying Carrier. Your data may be subject to the network management and open Internet practices of our Underlying Carrier, which are accessible [here](#) and may be updated at any time.

### **Administration of Service**

While we do not control the transmission of your data through the network of our Underlying Carrier, we may manage other aspects of a user's interaction with our Services. We do not prohibit or limit the usage of any lawful material, apps, or services that you choose to access through a Sequoia Wireless device without your authorization, provided that your use of our Services does not violate our Terms and Conditions.

### **Device Connection**

Subscribers of Sequoia Wireless may access the Internet via our services by using any Internet-enabled device of their choosing (including bringing their own device), provided that the device is compatible with our network, approved by our Underlying Carrier (if required), does not violate our Terms and Conditions, and does not cause harm to our network, other users, or Services.

### **Privacy and Security**

Your privacy and safety are of the utmost importance to us. We use physical, technological, and administrative precautions to secure your personal information when you use our Services to access the Internet. In addition, we take reasonable measures to prevent unauthorized use, access, or disclosure of your personal information. View our Privacy Policy for further details on our privacy and security policies

### **Characteristics of Performance**

Sequoia Wireless provides mobile broadband Internet access via 4G LTE and 5G of its Underlying Carrier. These networks are meant to be compatible with real-time applications, such as audio and video. However, the actual user experience may differ based on technological, geographical, environmental, and other variables.

### **Speed**

The word "speed" is widely used as a synonym for the data transmission rate of a specific broadband Internet access service. Typically, this rate (or speed) is measured in kilobits or megabits sent per second (Kbps or Mbps). Some applications, such as email or simple web surfing, do not need a high data transfer rate, but others, such as streaming high-

definition video or transferring huge data files, are enhanced by faster data transfer rates. Here are the predicted average speeds for On-Device of our Underlying Carrier's networks, expressed in megabits per second ("Mbps"), at which data packets are successfully sent through a communications network:

#### **5G Network**

Download Speeds: Typically between 80 – 382 Mbps

Upload Speeds: Typically between 7 – 32 Mbps

#### **4G LTE Network**

Download Speed: Typically between 19 – 76 Mbps

Upload Speed: Typically between 4 – 20 Mbps

#### **Latency**

Latency, as used here, refers to the round-trip time required for a data packet to move from one place on the Internet to another. The predicted and actual round-trip latency of our Underlying Carrier's networks, given in milliseconds ("ms"), are as follows:

#### **5G Network**

Latency: Typically between 19 – 37 ms

#### **4G LTE Network**

Latency: Typically between 24 – 40 ms

It's important to remember that our Underlying Carrier may at any moment revise their speed and latency predictions. Sequoia Wireless may advertise speeds and latency up to the maximum rates anticipated to be attained by the device across the networks of our Underlying Carrier. Several variables, including capacity restrictions, network availability, ambient conditions, your device, whether you are tethered to a separate device, and our Underlying Carrier's network management policies, may affect the actual speed and latency you experience at any given moment.

#### **Data Usage Policy**

Sequoia Wireless provides our customers with unlimited data at 3G speeds once their high-speed cap has been reached for their monthly allotment. We define 3G as speeds of 512 Kbps. Our plans provide unlimited amounts of data you can use per month (measured in gigabytes, or "GB"), with a monthly cap of "high-speed" data. The amount of high-speed data is allocated based on the data plan. Additionally, our underlying carrier may lower speeds during times of congestion, which are out of our control. You have the option to purchase a "Top-Up", which is \$5 per GB with unused data rolling over month-to-month until used. Tethered data will be restricted to the same policy. Video Streaming in SD at 480p.

#### **Video Optimization**

Our Underlying Carrier's network uses streaming video optimization technology. Streaming video optimization improves overall data usage management of the network, resulting in greater network speeds and throughput for other customers using data because less network payload is dedicated to video. Optimization helps customers stretch their high-speed data while streaming video. For video that is not self-optimized by the video provider, T-Mobile adjusts the delivery rate for streaming video, which causes the video to be delivered in lower resolutions and to use less data.

Video optimization occurs only for data streams that are identified by our packet-core network as video. Some videos, like those consumed via VPN or while tethering, may be difficult to identify as video and therefore cannot be optimized. The streaming video optimization process applies to all content identified as video regardless of the content itself or the website

that provides it. While many changes to streaming video files are likely to be indiscernible, the optimization process may impact the appearance of the streaming video as displayed on a user's device.

### **Traffic Information**

As authorized by law, we may monitor traffic for our own internal reasons, including but not limited to invoicing, internal analytics, and first-party marketing. We do not use deep-packet inspection to monitor traffic information. We do not share traffic data with unaffiliated third parties for reasons other than network administration without your authorization.

### **Commercial Terms**

Sequoia Wireless provides users with a variety of competitive prepaid broadband Internet access service options and top-ups. Refer to our terms and conditions to learn more on our service plans, activation processes, data consumption, and dispute resolution.

### **Redress**

For general customer inquiries and complaints, please contact us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

# **Attachment H**

## **Privacy Policy**

## Privacy Policy

Effective Date: June 9, 2023

This Privacy Policy (“Privacy Policy”) describes how Join LifeLine, LLC, doing business as Sequoia Wireless (“Sequoia Wireless,” or the “Company,” “we,” “us,” or “our”) collects, uses, and discloses information from or about you. It also describes how Sequoia Wireless may use and disclose such information and how you may restrict certain uses and disclosures.

This Privacy Policy applies to our customers and visitors to our websites at [www.sequoiawireless.com](http://www.sequoiawireless.com), our telecommunications and internet services, devices, Company branded apps, and your online account (collectively, “Services”). This Privacy Policy only applies to our Services, not to the services of other businesses or organizations we may connect with, even if they promote our products or use a Company logo.

Please study the terms of our Privacy Policy since they apply to you when you use our Services. Sequoia Wireless may amend this Privacy Policy at any moment, so check back often for changes. You accept the practices outlined in this Privacy Policy by visiting our websites or using our services.

### 1. What Information Do We Collect About You

Our purpose in gathering personal information is to offer you a seamless, efficient, and personalized experience. This allows us to provide features that are most likely to meet your needs and to customize our Services to make your experience easier and more pleasant. Information may be provided by you directly, information may be automatically collected about you, or information may be collected about you from other sources. Depending on how you interact with us or our Services, we may collect Information from or about you, including, for example:

Account Profile Information, such as your username, password, and profile picture.

Aggregate Data, such as information that cannot be used to identify you, such as aggregate or anonymous data. We collect usage data such as the number and frequency of visits to our websites. This information may include the URL you just left, the URL you will visit next, the browser you are using, and your IP address. We only utilize such information in the aggregate. This aggregate data assists us in determining how much our customers use various portions of our websites, as well as doing internal research on our customers' demographics, interests, and behavior to better understand and serve you. Third parties that support our services may also collect and/or utilize this sort of aggregated, non-personally identifiable information. Furthermore, we aggregate data and may distribute such information to advertisers and other third parties in a non-personally identifiable way for marketing and promotional reasons.

Billing and Payment Information, such as credit card, debit card, or checking account information, purchase and order history, and billing information related to your use of our voice, text, and data services.

Correspondence Information, including information you may provide to us when you communicate with us through our website, via email, over the phone, or through postal mail, such as questions, concerns, issues, or your intended or actual use of our Services, as well as records, including recordings, of your communications with us.

Customer Proprietary Network Information, including information related to your use of the Company’s voice and text services, such as the quantity of use, technical configuration, the types of Services you have, device location, and destination of communications (collectively, “Call Detail Records”) and related billing information.

Device and Computer Information, including your internet protocol (“IP”) address, browser type, operating system, software version, device type, model, or identifier, signal strength, power (on/off) status, and information about devices you tether to your device.

Eligibility Information, such as documentation of participation in an eligible government low-income or financial assistance program, documentation demonstrating proof of income, or your Social Security number, each of which will only be used to determine program eligibility.

General Information, such as demographic information, media consumption, previous purchases, shopping habits, loyalty program information, lifestyle preferences and interests, and social media activity



Government-Issued Identification Information, such as your Social Security number or government-issued identification information.

Identity and Contact Information, such as your name, date of birth, mailing address, billing address, email addresses, preferred language, and telephone numbers.

Information from Affiliates, Partners, and Service Providers, such as business partners, retailers where you purchased the Company's Services or devices, analytics vendors, advertising networks, and search information providers, including the information you provide those entities or that they automatically collect.

Information from Trusted Third Parties, including information from commercially available sources, such as social media platforms, public databases, or data aggregators, which may include your demographic information, media consumption, previous purchases, shopping habits, loyalty program information, lifestyle preferences, and interests, social media activity, or information to validate or update the information we collect from or about you.

Information Stored on Devices, including any content stored on your Device when you relinquish, exchange, return, or recycle your Device or provide it to us, our contractors, or our vendors for maintenance. You should remove or otherwise safeguard any Personal Information on your Device that you do not want to be accessed before giving your Device to us, our contractors, or our vendors. We are not responsible for any information on your Device.

Location Information, such as the approximate location of your device when it is connected to or using Global Positioning Satellites ("GPS"), the wireless network of our underlying carrier, or other location technology.

Marketing and Communications Information, such as your preferences in receiving marketing, promotions, and sales offers from us and our marketing partners.

Online Activity Information, such as information about your activity while using the Services, including websites you visit and activity on those sites, use of Sequoia Wireless Wireless branded preinstalled applications, apps you purchase, download, and use, and your interaction with our communications and advertisements.

Personally Identifiable Information, including users being asked to give information such as their name, address, phone number, birth date, credit card information, full or partial Social Security number, and email address (collectively, "PII"). Our customers' PII acquired during the registration process is utilized to administer each customer's account. We also seek this information to deliver Services that are more closely aligned with your tastes. Furthermore, we may use such PII to better our marketing and promotional activities, evaluate website use, improve our content and product offerings, and adapt the content, style, and services of our website.

Usage Information, such as non-CPNI information about your use of the Services, including the date and time of your use, frequency of use, and the amount of data you use, and your activity on your device. When you use our Services, we automatically gather some sorts of information. We may collect information about your device, such as the device kind, operating system version, signal strength if it is turned on and how it is running, and device identifiers. We may also collect information about your device and the services you access via it, including your call and data use and history, geolocation, the websites you visit, the apps you buy, download, or use, and information on devices you tether to your device. We may associate information that we automatically acquire from you with PII, including information that you supply to us and information that we get from other sources. We may employ software to track your usage of our Services and other apps, including cookies, web beacons, and other techniques, as well as network and device data analysis. We may collect information such as WiFi use and performance statistics, as well as data about your use of our website, apps, and other services. We may be required by federal law to obtain approval for the use of customer proprietary network information relating to the quantity, technical configuration, type, destination, location, and amount of use of our service that is made available to us solely by virtue of the carrier-customer relationship, using the methods described herein.

Voluntary Surveys, such as surveys we may offer to our clients and/or website visitors. We urge you to take part in these optional surveys as they provide us with valuable information that allows us to enhance the services we provide and how we give them to you. Even if the survey is done by a third party, your personal information and replies will be kept private. We mix (or aggregate) the information we collect from people responding to our surveys with the replies of other survey participants to produce larger, general responses to the survey questions (such as gender, age, residence, hobbies, education, employment, industry sector, or other demographic information). The aggregated information is then used to enhance the quality of our services to you and to create new services and products. This non-personally identifiable aggregated information may be shared with third-party affiliates

## 2. Sources of Personal Information We Collect About You

We may obtain Personal Information about you from a variety of sources. We may combine the various types of Personal Information we receive from or about you, including information you provide to us, information we automatically collect, and information from other sources, and use or share it as described in this Privacy Policy including, for example:

Information from You, such Identity and Contact Information, Eligibility Information, Billing and Payment Information, Correspondence Information, and Information Stored on Devices when you: apply for or subscribe to our Services; create an online account with us; purchase Services from us; communicate with us, including through our websites, subscribe to our mailing list or otherwise agree to receive marketing communications from us; participate in our promotions; or complete our surveys or rate our Services.

Information from your use of our Services, such as when you use or interact with our Services, we may automatically collect Personal Information, such as CPNI, Usage Information, Online Activity Information, Location Information, and Device and Computer Information, using our network management technology and third-party analytics and advertising tools, which may use cookies, web beacons, pixel tags, log files, local shared objects (Flash cookies), HTML5 cookies, or other technologies to automatically or passively collect information about your use of and interaction with the Services.

Information from Other Sources that we may collect from any category of Personal Information from affiliates, business partners, and third parties including social media platforms, data aggregators, public databases, and other commercially available sources.

## 3. How We Use Your Personal Information

Except as otherwise prohibited by law or regulation, and subject to your instructions to us. We may use your Personal Information as otherwise described to you at the time of collection, with your consent. Sequoia Wireless may use your Personal Information for the business purposes and commercial marketing purposes described below.

**Business Purposes.** We may use your Personal Information for the following business purposes:

Administration. To conduct analysis to understand the usage and operations of our Services, to develop new products or services, to improve our business, content, products, and Services, to determine compensation for our employees and agents, for training or quality assurance, and to process your program application and/or renewal.

Billing and Payments. To process your purchases, including using cookies, bill and collect for purchases, complete payments, confirm your orders, and deliver products or Services to you.

Comply with Legal and Regulatory Obligations. To comply with our legal and regulatory obligations which arise from time to time, including responding to legal processes, such as subpoenas, court orders, or search warrants.

Customer Service. To respond to your questions and comments, send messages about your account status, alert you about technical issues, or otherwise contact and communicate with you when necessary.

Emergency Situations. To respond to 911 requests and for other emergencies or exigencies, in cases involving danger of death or serious physical injury to you or any other person.

Prevention and Detection of Unlawful and Unauthorized Use. To prevent and detect fraud, abuse, and other unlawful and unauthorized use of our Services, including to investigate possible violations of and enforce our Terms and Conditions and any other contracts, and to otherwise protect the security or integrity of the Services, our business and property, and our rights and interests, and those of you, our other customers, and other carriers.

Provide Services. To provide you with our Services, including initiating and rendering our Services, to maintain and manage our network, to anticipate and resolve problems with our network, information technology, and Services, to optimize our Services for devices, operating systems, web browsers, and apps, and to interact with third-party services, at your request.

Verify Eligibility and Subscribe You to Our Service. To verify your eligibility for the specified government program and subscribe you to our service, including executing requests to port your phone number.

**Commercial Marketing Purposes.** We may use your Personal Information, including your Identity Information, Contact Information, CPNI, Usage Information, Online Activity Information, Location Information, Device and Computer Information, and Marketing and Communications Information for the following commercial marketing purposes:

Aggregate and De-Identify. To create aggregate or de-identified datasets.

Analyze and Maintain Accuracy. To track the use of our Services, to better understand who is using our Services and how our Services are being used, to measure, analyze, and optimize the effectiveness of our marketing and advertising, and to maintain the accuracy of the information we collect.

Generic Advertising. To advertise our products and Services to you through non-targeted website ads, direct mail, email, or manual, autodialed, or prerecorded calls and texts, each with your consent, where necessary.

Interest-Based Advertising. To serve you promotional offers, content, advertisements, and other marketing about our products and Services or those of our affiliates, partners, and third parties, tailored to your interests, in applications or through direct mail, email, push notifications, or manual, autodialed, or prerecorded calls and texts, each with your consent, where necessary. We may combine the information we receive from and about you to improve our interest-based advertising to you and to serve promotional offers, content, advertisements, and other marketing to people whose interests or characteristics are like yours.

Surveys, Sweepstakes, and Message Boards. To administer and enable you to participate in surveys and polls, where you have agreed to this. We may sometimes use a Service Provider to conduct surveys and polls, but they will be prohibited from using your Personal Information for any other purpose.

#### **4. How We Share or Allow Access to Your Personal Information**

Except as otherwise prohibited by law or regulation, and subject to your instructions to us, Sequoia Wireless may share, sell, or allow access to your Personal Information for business purposes, commercial marketing purposes, and additional purposes described below.

**Business Purposes.** We may share your Personal Information for the following limited business purposes:

Affiliates. With our affiliates for business, operational, and legal purposes.

Caller ID. With the individuals or entities, you call or text, limited to your name and telephone number.

Emergencies. With governmental authorities or other entities in cases involving danger of death or serious physical injury to you or any other person, to respond to 911 requests, and for other emergencies or exigencies.

Legal Rights and Obligations. With governmental authorities, auditors and third-party identity verification services, credit bureaus or collection agencies, and other entities to the extent necessary to respond to subpoenas, court orders, search warrants, or another legal process, in response to a request for cooperation from law enforcement or another government agency, to comply with legal and regulatory obligations, including identity verification, to prevent fraud and identify theft, to protect, advance, or defend our rights or the rights of others, to recover payment for previously-billed products and Services, to facilitate or verify the appropriate calculation of taxes, fees, or other obligations due to any and all local, state, or federal governments and governmental agencies, and as otherwise permitted and required by law or regulation.

Protect Our Services and Users. With governmental authorities or other entities if we believe disclosure is necessary or appropriate to protect against the fraudulent, malicious, abusive, unauthorized, or unlawful use of our products and Services, to protect our network, databases, Services, devices, users, and employees from physical or financial harm, and to investigate violations of our Terms and Conditions or other contracts.

Service Providers. With Service Providers that provide business, professional, or technical support functions for us, help us operate our business and provide the Services you request from us, or administer activities on our behalf, including network operations, website hosting, database management, billing and payment processing, sending and

receiving communications, analysis of our Services, and delivery of products and Services. We do not authorize Service Providers to use or disclose the information, except as necessary to perform services on our behalf.

**Commercial Marketing Purposes.** We may share or sell your Personal Information with our service providers, affiliates, or select marketing partners for our or their commercial marketing purposes. We may also allow these service providers and marketing partners to access Personal Information from your use of our Services when we use their analytic and advertising tools, such as cookies, web beacons, pixel tags, log files, local shared objects (Flash cookies), HTML5 cookies, or other technologies that automatically or passively collect information. These third parties may use your Personal Information to deliver generic or interest-based advertisements and marketing to you about their products or services or the products or services of their marketing partners. They may also share or sell your personal information with their affiliates, service providers, and partners. We do not have access to, or control over, the use of your information by these third parties. The collection and use of your information by third parties are subject to those third parties privacy policies. If you wish to stop communications from such third parties, you will need to contact those third parties directly. These service providers are not permitted to use, disclose, or sell your personal information for their own purposes.

**Aggregate and De-Identified Information.** We may also share aggregate or de-identified information, which does not constitute Personal Information, with third parties for the following purposes: to measure, analyze, and improve our products or Services; to track to the use of our Services; to better understand who is using our Services and how our Services are being used; to understand who is using our Services; for marketing and analytic purposes; for marketing and analytic purposes; to assist universities, laboratories, think tanks, and other entities that conduct networking, social, behavioral, environmental, and other types of scientific research; to assist municipalities, government, or other entities that may use this data for purposes, such as municipal and transportation planning and emergency and disaster response coordination; or to complete or provide additional information for external reports.

**Additional Purposes.** We may share your Personal Information with external parties for the following additional purposes:

Sale or Transfer of Business or Assets. With our professional advisers in connection with a corporate transaction, such as a sale, assignment, divestiture, merger, bankruptcy, consolidation, reorganization, liquidation, or other transfer of the business or its assets. If another entity acquires the Company or any of our assets, your Personal Information may be transferred to such entity. In addition, if any bankruptcy or reorganization proceeding is brought by or against us, such information may be considered an asset of ours and may be sold or transferred to third parties. Should such a sale or transfer occur, we will use reasonable efforts to try to require that the buyer or transferee use your Personal Information in a manner that is consistent with this Privacy Policy.

Other Circumstances. We may also use your Personal Information in other circumstances, as disclosed and explained to you at the point of collection and with your consent, where necessary.

## 5. How Can You Access or Change Your Personal Information

Existing subscribers may access select Personal Information we have collected from you, such as Contact Information and Account Profile Information, by logging on to your account at [www.sequoiawireless.com/login](http://www.sequoiawireless.com/login). Once logged on, you will be able to access, modify, or correct this information. You can also request to access, modify, or correct this information by emailing [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). We will only disclose your Personal Information over the phone once authenticated. Personal Information may be sent to your email address of record, service address of record, telephone number of record (other than your subscriber phone number, if applicable), or by calling you at your subscriber telephone number of record, if applicable. We may disclose your Personal Information to an authorized agent that you have designated in writing to us.

## 6. How You Might Share Your Personal Information with Third Parties

When using our Services, you may choose to use or access services offered by third parties, such as websites, applications, retailers, or the networks of other carriers (such as when roaming, if applicable). In some cases, our Services may have links to websites operated by third parties or plugins for social media services, such as the Facebook Like button. When you interact with third-party services, you may be providing your Personal Information to those third parties or they may be

automatically collecting your Personal Information, such as your IP address or browsing activity. Those services operate independently of our Services, and your Personal Information will be governed by their privacy policies, not this Privacy Policy. We encourage you to review the privacy policies of any third-party services that you use to better understand their privacy practices.

## 7. Cookies

Cookies are small files placed on your hard drive; each website can send its own cookie to your browser if your browser preferences allow it. You can configure your browser to accept all cookies, reject all cookies, or notify you when a cookie is sent. Each browser is different, so check the Help menu of your browser to learn how to change your cookie preferences. You are always free to decline our cookies if your browser permits, although in that case, you may not be able to use certain features on our websites and you may be required to re-enter your Account Login Details more frequently during a session. In addition, a number of companies not related to Sequoia Wireless offer utilities designed to help you visit websites anonymously.

Cookies assist us in providing customized services and can also help us provide information that is targeted to your interests. Sequoia Wireless also uses cookies to remember you when you “sign in” to our websites, so that we can provide you with customized content, such as your balance, content targeted specifically for your phone, and other helpful services. Sequoia Wireless cookies do not combine information collected through cookies with other personally identifiable information Sequoia Wireless uses two kinds of cookies. Each time you log on to any of our websites, Sequoia Wireless uses a “session cookie,” to help us to remember you until the earlier of approximately 30 minutes or the closing of your browser and to help remember you until the earlier of approximately 30 minutes or the closing of your browser and to help make sure that you remain logged in to our website. Session cookies are automatically deleted from your hard drive at the end of a session. We also use “persistent cookies,” which enable us to remember what is in your shopping cart for approximately two hours and to aggregate certain non-personally identifiable usage data in ways that help us to improve our services. Additionally, you may encounter cookies or other similar devices on our websites that are placed by third parties. We do not control the use of cookies by third parties, including third party websites to which we may link. Third party cookies or tools are governed by the privacy policies of the entities placing the ads and not by this Policy.

We use Google Analytics to help analyze how customers use our websites through the use of cookies. The information generation by the cookie about your use of our website (including your IP address) is transmitted to and stored by these analytical partners. This information is used for the purpose of evaluating your use of our websites, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. These analytical partners may transfer this information to third parties where required to do so by law, or to third parties that process information on its behalf. Neither partner will associate your IP address with any other data held regarding you.

## 8. Customer Proprietary Network Information (“CPNI”)

At Sequoia Wireless, we are committed to protecting the privacy and security of our customers personal information at all costs. By virtue of our provision of telecommunications services to you, Sequoia Wireless has access to certain confidential information known as CPNI, which is the information generated as a result of your use of Sequoia Wireless’s telecommunications services. CPNI includes the type of services purchased, how those services are used, billing information, and information about Call Detail Records (“CDR”). CDRs involve information relating to specific calls, including the phone numbers you call, the numbers calling you, call times and dates, caller location, and call durations. CPNI does not include directory information such as name, postal address, or telephone number.

Under federal law, you have the right, and Sequoia Wireless has the duty, to protect the confidentiality of your CPNI. The Company is permitted to use or disclose your CPNI for certain purposes without further notice or consent including to provide you with our Services, to market service offerings to you related to the services you purchase; to protect us, you, other subscribers, and other carriers from fraud, abuse, or unlawful use of the Services; and in an aggregate form. We may use your CPNI, or share it with affiliates and third-party agents, for the purpose of offering you communications-related products and services, packages, discounts, and promotions that may be different from the types of services you are

subscribed with. When we share your CPNI with our service providers, we require them to take reasonable measures to protect the confidentiality of that information.

The Federal Communications Commission ("FCC") requires that we obtain your consent to use your CPNI within the Sequoia Wireless family in order to offer you additional products and services. With your consent, Sequoia Wireless will be able to better serve your telecommunications needs. Please know that in compliance with FCC regulations, Sequoia Wireless will not sell or share your CPNI with anyone other than those who are a part of Sequoia Wireless, which includes affiliates and third-party agents, unless required by law. No further action is required to allow Sequoia Wireless to use your CPNI. Unless you provide Sequoia Wireless with notice that you wish to opt-out, we will assume that you consent to our sharing of your CPNI within the Sequoia Wireless family of authorized companies.

You have the right to opt-out of the use of your CPNI for marketing purposes and can submit an opt-out request by emailing us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Opting out will not affect our provision of Services to you or our use of your CPNI for permitted purposes. If you choose to opt out, your choice is valid until you choose to opt in. We may disclose your CPNI to any "authorized user" that you have designated to us in writing or to any person who is able to verify your account details.

You can request access to your CPNI by emailing [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). We will not disclose your Personal Information when you call us except when you can verify your account information. We will only disclose your Personal Information over the phone once authenticated. Personal Information may be sent to your email address of record, service address of record, telephone number of record (other than your subscriber phone number, if applicable), or by calling you at your subscriber telephone number of record, if applicable. We may disclose your Personal Information to an authorized agent that you have designated in writing to us.

Sequoia Wireless is required to notify law enforcement, the United States Secret Service, and the Federal Bureau of Investigation ("FBI"), if we become aware of a breach of customer CPNI. Sequoia Wireless will also notify you of the breach following notification to law enforcement unless directed otherwise by the Secret Service or the FBI.

## 9. Advertising Choices and Consent Options

You have certain choices and consent options related to the use and disclosure of your Personal Information for advertising purposes. Exercising these choices and options will not affect our provision of Services to you. Please note that these choices and options may not prevent you from receiving all advertising; you may continue to receive generic advertising from us or interest-based advertising from third parties, depending on how they operate. We are not responsible for informing third parties with whom we may have already shared your Personal Information, including our affiliates, business partners, and service providers, of any opt-out requests pursuant to this section or for removing information from or causing information to be removed from the databases or records of such entities.

**Interest-Based Advertising.** You have choices and options concerning interest-based advertising on our Services or across other websites and online services as follows:

- To opt out of the collection and use of your Personal Information for interest-based advertising by companies participating in the Digital Advertising Alliance ("DAA"), please visit [optout.aboutads.info](http://optout.aboutads.info) or click on the DAA icon when you see it on an online ad.
- To opt out from the use of Personal Information about your online activities for interest-based advertising by Network Advertising Initiative ("NAI") member companies, please visit [optout.networkadvertising.org](http://optout.networkadvertising.org).
- To opt-out of the use of your mobile device ID for targeted advertising, please visit [www.aboutads.info/appchoices](http://www.aboutads.info/appchoices).
- To prevent your Personal Information from being used by Google Analytics to measure and improve marketing and advertising and understand the use of our Services, including through Google AdWords, Google Display Network Impression Reporting, DoubleClick Platform Integrations, and Google Analytics Demographics and Interest Reporting, add the Google Analytics opt-out plugin to your browser, available at [tools.google.com/dlpage/gaoptout](http://tools.google.com/dlpage/gaoptout).

- To manage flash cookies, visit Adobe's Global Privacy Settings Panel.
- You may be able to adjust your browser, computer, or device settings to disable cookies, remove or prevent the storage of HTML5, or control other advertising and analytics technology to stop or reduce the amount of interest-based advertising you receive, but doing so may prevent you from using certain features of our Services.

**Marketing Communications.** You have the option to opt out from being contacted with marketing communications, including manual, autodialed, and prerecorded calls and texts, emails, and direct mail by emailing us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Your instructions to opt out from these communications will be processed as soon as reasonably practicable. If you receive marketing communications from one or more of our affiliates, business partners, or service providers, you must opt out from those communications with those entities directly as we are not responsible for informing third parties (including without limitation our third-party service providers or partners) with whom we have already shared your personal information of any changes requested pursuant to this section, or for removing information from or causing information to be removed from the databases or records of such entities.

Exercising a marketing opt-out will not affect Sequoia Wireless's right to contact you about the services to which you subscribe, including notifications regarding compliance obligations related to those services (e.g., non-usage, de-enrollment, and collection notices).

## 10. Telephone Consumer Protection Act (TCPA)

To ensure that consumer inquiries are handled with the utmost professionalism, we and our affiliates, agents, assigns, and service providers monitor and record all calls between you and us or any of our affiliates, agents, assigns, and service providers in order to improve our service to you. You agree to be monitored and recorded. You agree that Sequoia Wireless may from time to time contact you by phone calls and/or text messages at any telephone number linked with your account, including wireless telephone numbers, which may incur fees (but not from Sequoia Wireless).

By using this website, you agree and accept that Sequoia Wireless may from time to time send you emails, phone calls, and/or text messages to any email addresses and/or telephone numbers connected with your account, including your home, work, and wireless telephone number, for which you may incur fees. This includes, but is not limited to, the use of prerecorded/artificial voice messages and/or an automated telephone dialing system to contact you. You also agree that Sequoia Wireless may send you emails to any email address you supply or use other electronic forms of contact to the extent authorized by law. Consent may be withdrawn at any moment and by any acceptable method such as sending us an email at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

## 11. Children's Information

We do not intentionally collect Personal Information from children under the age of eighteen except when information is used to qualify an adult through their child or dependent for a Government Benefit Program (such as the Affordable Connectivity Program or California LifeLine Program). This information may be collected, stored, and provided for use of eligibility to the Third Party Administrator of the respected government Program.

Our websites are not intended for youngsters under the age of 18. Adults (aged 18 and over) are the only ones who may purchase items and services from Sequoia Wireless. Wireless devices and services may be used by minors without our awareness. If this occurs, any information collected from the usage will appear to be the personal information of the adult subscriber and treated as such under this Policy.

If you are a minor, please do not supply us with any Personal Information or use or access the Services without first obtaining permission from your parent or guardian. If we discover that we have collected Personal Information from a child under the age of 18, we will take immediate measures to remove the information. If you are the parent or guardian of a child under the age of 18 who has supplied us with Personal Information without your permission, please contact us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) to request that the child's information be deleted.

## 12. How We Protect Your Personal Information

We maintain appropriate physical, technological, and administrative precautions to help secure your Personal Information against loss, misuse, or unauthorized access, disclosure, modification, or destruction. We securely encrypt and hash all passwords, as well as the transfer of all online account communications and sensitive information (such as credit card information). The Personal Information we collect from or about you is held on servers in the United States and is subject to US law. Employees, agents, contractors, service providers, and other third parties with a business need for such access have electronic access to the databases and physical access to the servers on which this Personal Information is maintained. They will only access and use your Personal Information on our instructions and are expected to keep it confidential. If we need third parties to utilize CPNI or other Personal Information, we ask that they take reasonable steps to ensure the confidentiality of such information. While we make every effort to maintain the integrity and security of our network and servers, we cannot guarantee their security, nor can we guarantee that the information you provide will not be intercepted while being transferred over our network or the internet.

## 13. California Privacy Rights

The California Consumer Privacy Act of 2018 (“CCPA”) gives you specific rights as a California resident. The law provides you with the right to know what information we collect about you and how we use it; to access, delete, and correct that information within certain limitations; to tell us not to sell or share personal information about you; to limit the use of certain sensitive personal information; and to not be discriminated against for invoking these rights. The purpose of this notice is to provide consumers with a description of our practices regarding the collection, use, disclosure, and sale of Personal Information and instructions for submitting CCPA data privacy requests.

**Your Rights.** If you are a California resident, you can take advantage of the following rights:

Access Request. You may request, up to two times each year, that we disclose to you the categories and specific pieces of Personal Information that we have collected about you, the categories of sources from which your Personal Information is collected, the business or commercial purpose for collecting your Personal Information, the categories of Personal Information that we disclosed for a business purpose, any categories of Personal Information that we sold about you, the categories of third parties with whom we have shared your Personal Information, and the business or commercial purpose for selling your Personal Information, if applicable. To submit an access request, email [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

Deletion Request. You may request that we delete any Personal Information that we have collected from you, subject to lawful exceptions to such deletion requests. To learn more, email us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

Third-Party Sharing Opt-Out Request. You may request to opt out of our sharing of your Personal Information with third parties for the third parties direct marketing purposes. To learn more about Sequoia Wireless’s opt-out choices and to request a CCPA Data Request Form, email [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

California Privacy Rights. California Civil Code Section 1798.83 entitles California customers to request information concerning whether a business has disclosed Personal Information to any third parties for their direct marketing purposes. As stated in this Privacy Policy, we will not sell your Personal Information to other companies and we will not share it with other companies for them to use for their own marketing purposes without your consent.

Consumer Rights Under the CCP. You have the right to request that we disclose what personal information we collect and use. In addition to this, you also have the right to request deletion of any personal information about you that we have collected from you and to opt-out of the sale of your personal information. You have a right not to receive discriminatory treatment from us.

California Web Site Data Collection. We do not knowingly allow other parties to collect personally identifiable information about your online activities over time and across third-party websites when you use our websites and services.



Do Not Track Notices. Because Do Not Track (“DNT”) and similar signals do not yet operate according to common, industry-accepted standards, our Services may not respond to DNT signals. For more information on Do Not Track, please visit [www.allaboutdnt.com](http://www.allaboutdnt.com).

Request Additional Information. California customers who wish to request further information about our compliance with these requirements, or have questions or concerns about our privacy policy, please contact us via e-mail at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

Authorized Agent. Your authorized agent may submit a request on your behalf, after submission of proof of authorization, in accordance with California law.

Collection and Sharing of Location Information. In addition to other information described in this privacy policy, we may collect and share with third-party ad and data networks precise location information. This location information may be used by itself, aggregated, or combined with mobile identifiers (such as IDFAs and Android IDs), and shared with third parties for purposes related to advertising, analytics, attribution (e.g., measuring ad performance), analytics and market research. You can remove your consent to having your location data collected by changing the settings on your device (certain services may lose functionality as a result.) You can “opt out” of various third party uses of Apple’s and Android’s advertising identifiers through those platforms’ corresponding device settings, as well.

Personal Information Disclosures. For purposes of compliance with the California Consumer Privacy Act (CCPA), in addition to other details described in this privacy policy, we make the following disclosures:

- 1) We collect the following categories of Personal Information: identifiers, financial information associated with you, characteristics of protected classifications under California or federal law, commercial information, internet or other electronic network activity information, geolocation data, audio and visual information, professional or employment-related information, and inferences drawn from the other information to create a profile about consumers. The sources of this Personal Information and business and commercial purposes for collecting this Personal Information are described above.
- 2) We disclose the following categories of Personal Information for a business purpose: identifiers, financial information associated with you, characteristics of protected classifications under California or federal law, commercial information, internet or other electronic network activity information, geolocation data, audio and visual information, professional or employment-related information.
- 3) We may share and/or sell your Personal Information with our service providers, affiliates, or select marketing partners for our or their commercial marketing purposes as described above of the following categories of Personal Information: Identifiers, commercial information, internet or other electronic network activity information, geolocation data, and inferences drawn from the other information to create a profile about consumers.

## 14. Changes to the Privacy Policy

We reserve the right to make changes to our Privacy Policy at any time, so please check back often. Our Privacy Policy can be found on our “Legal” page. Any changes will have an immediate effect on the effective date listed above.

If we decide to use or disclose information that personally identifies you in a way that is materially different from what we stated in our Privacy Policy when we collected that information from you, we will provide you with a choice about the new use or disclosure through appropriate means, which may include an opportunity to opt-out.

Continued access to or use of our Services after the effective date of such modifications will constitute your acceptance of such changes. If you do not agree to the modified contents of this Privacy Policy, you must stop using the Services.

## 15. Questions and Contact

If you have any questions or issues regarding this Privacy Policy, or how we handle your Personal Information, please email us at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).

# **Attachment I**

**Website Terms of Use**

## Website Terms of Use

Effective Date: June 9, 2023

This Website Terms of Use policy (“Terms of Use”) describes how Join LifeLine, LLC, doing business as Sequoia Wireless (“Sequoia Wireless,” or the “Company,” “we,” “us,” or “our”) enacts the ground rules for users visiting your website and serve as a binding agreement between you and the user, or website visitor.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and Sequoia Wireless, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all these Legal Terms. **IF YOU DO NOT AGREE WITH ALL OF THESE LEGAL TERMS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SERVICES AND YOU MUST DISCONTINUE USE IMMEDIATELY.**

We will provide you with prior notice of any scheduled changes to the Services you are using. The modified Legal Terms will become effective upon posting or notifying you by [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com), as stated in the email message. By continuing to use the Services after the effective date of any changes, you agree to be bound by the modified terms.

### 1. Our Services

The information provided when using the Services is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Services from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable. We are in the Telecommunication sector.

### 2. Intellectual Property Rights

#### Our Intellectual Property

We are the owner or the licensee of all intellectual property rights in our Services, including all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics in the Services (collectively, the “Content”), as well as the trademarks, service marks, and logos contained therein (the “Marks”). Our Content and Marks are protected by copyright and trademark laws (and various other intellectual property rights and unfair competition laws) and treaties in the United States and around the world. The Content and Marks are provided in or through the Services “AS IS” for your personal, non-commercial use only.

#### Trademark Disclaimer

All trademarks, logos and brand names are the property of their respective owners. All company, product and service names used in this website are for identification purposes only. Use of these names, trademarks and brands does not imply endorsement.

#### Your use of our Services

Subject to your compliance with these Legal Terms, including the “PROHIBITED ACTIVITIES” section below, we grant you a non-exclusive, non-transferable, revocable license to: access the Services; and download or print a copy of any portion of the Content to which you have properly gained access. solely for your personal, non-commercial use.

Except as set out in this section or elsewhere in our Legal Terms, no part of the Services and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose without our express prior written permission.

If you wish to make any use of the Services, Content, or Marks other than as set out in this section or elsewhere in our Legal Terms, please address your request to: [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). If we ever grant you permission to post, reproduce, or publicly display any part of our Services or Content, you must identify us as the owners or licensors of the Services, Content, or Marks and ensure that any copyright or proprietary notice appears or is visible on posting, reproducing, or displaying our Content.

We reserve all rights not expressly granted to you in and to the Services, Content, and Marks. Any breach of these Intellectual Property Rights will constitute a material breach of our Legal Terms and your right to use our Services will terminate immediately.

### **Your submissions and contributions**

Please review this section and the "PROHIBITED ACTIVITIES" section carefully prior to using our Services to understand the (a) rights you give us and (b) obligations you have when you post or upload any content through the Services.

**Submissions:** By directly sending us any question, comment, suggestion, idea, feedback, or other information about the Services ("Submissions"), you agree to assign to us all intellectual property rights in such Submission. You agree that we shall own this Submission and be entitled to its unrestricted use and dissemination for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you.

**Contributions:** The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality during which you may create, submit, post, display, transmit, publish, distribute, or broadcast content and materials to us or through the Services, including but not limited to text, writings, video, audio, photographs, music, graphics, comments, reviews, rating suggestions, personal information, or other material ("Contributions"). Any Submission that is publicly posted shall also be treated as a Contribution.

You understand that Contributions may be viewable by other users of the Services and possibly through third-party websites.

**When you post Contributions, you grant us a license (including use of your name, trademarks, and logos):** By posting any Contributions, you grant us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to: use, copy, reproduce, distribute, sell, resell, publish, broadcast, retitle, store, publicly perform, publicly display, reformat, translate, excerpt (in whole or in part), and exploit your Contributions (including, without limitation, your image, name, and voice) for any purpose, commercial, advertising, or otherwise, to prepare derivative works of, or incorporate into other works, your Contributions, and to sublicense the licenses granted in this section. Our use and distribution may occur in any media formats and through any media channels.

This license includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide.

You are responsible for what you post or upload: By sending us Submissions and/or posting Contributions through any part of the Services or making Contributions accessible through the Services by linking your account through the Services to any of your social networking accounts, you:

- confirm that you have read and agree with our "PROHIBITED ACTIVITIES" and will not post, send, publish, upload, or transmit through the Services any Submission nor post any Contribution that is illegal, harassing, hateful, harmful, defamatory, obscene, bullying, abusive, discriminatory, threatening to any person or group, sexually explicit, false, inaccurate, deceitful, or misleading;
- to the extent permissible by applicable law, waive any and all moral rights to any such Submission and/or Contribution;
- warrant that any such Submission and/or Contributions are original to you or that you have the necessary rights and licenses to submit such Submissions and/or Contributions and that you have full authority to grant us the above-mentioned rights in relation to your Submissions and/or Contributions; and
- warrant and represent that your Submissions and/or Contributions do not constitute confidential information.

You are solely responsible for your Submissions and/or Contributions and you expressly agree to reimburse us for any and all losses that we may suffer because of your breach of (a) this section, (b) any third party's intellectual property rights, or (c) applicable law.

**We may remove or edit your Content:** Although we have no obligation to monitor any Contributions, we shall have the right to remove or edit any Contributions at any time without notice if in our reasonable opinion we consider such Contributions harmful or in breach of these Legal Terms. If we remove or edit any such Contributions, we may also suspend or disable your account and report you to the authorities.

### **3. User Representations**

By using the Services, you represent and warrant that: (1) all registration information you submit will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Legal Terms; (4) you are not a minor in the jurisdiction in which you reside; (5) you will not access the Services through automated or non-human means, whether through a bot, script or otherwise; (6) you will not use the Services for any illegal or unauthorized purpose; and (7) your use of the Services will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof).

### **4. User Representations**

You may be required to register to use the Services. You agree to keep your password confidential and will be responsible for all use of your account and password. We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

### **5. Products**

We make every effort to display as accurately as possible the colors, features, specifications, and details of the products available on the Services. However, we do not guarantee that the colors, features, specifications, and details of the products will be accurate, complete, reliable, current, or free of other errors, and your electronic display may not accurately reflect the actual colors and details of the products. All products are subject to availability, and we cannot guarantee that items will be in stock. We reserve the right to discontinue any products at any time for any reason. Prices for all products are subject to change.

### **6. Purchases and Payments**

We only accept card payments via PayPal as the form of payment (e.g., Cash and Checks will not be accepted). The following are the terms:

You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Services. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in US dollars.

You agree to pay all charges at the prices then in effect for your purchases and any applicable shipping fees, and you authorize us to charge your chosen payment provider for any such amounts upon placing your order. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment.

We reserve the right to refuse any order placed through the Services. We may, in our sole discretion, limit or cancel quantities purchased per person, per household, or per order. These restrictions may include orders placed by or under the same customer account, the same payment method, and/or orders that use the same billing or shipping address. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers, or distributors.

## 7. Returns/Refunds Policy

Consumers can return or exchange devices during the return period of fourteen days from receipt of the device. Contact Sequoia Wireless Customer Service for an RMA number. Once you receive your RMA number you will mail the device back to Sequoia Wireless at the customer's expense. Your return must be postmarked during the applicable return period (0 - 14 days of receipt of the device. Be sure to keep your tracking number so you can check the status of the shipment with the carrier.

Remove confidential, proprietary or personal information from device. Additionally, you should wipe all removable or portable memory card modules that come with your device, and you should retain or destroy added removable or portable memory cards or modules such as an SD card) in order to help protect sensitive information, such as mobile banking information

Make a copy of the invoice or receipt to send back with your return shipment and keep the original receipt for your records. Please refer to your device manual for instructions. Pack in the manufacturer's original packaging. Include ALL original components including device, battery, charger, manual and unopened software. If anything is missing or the device is not in like-new condition, your shipment **MAY NOT BE ACCEPTED**. For specific return instructions, please contact Customer Service and a representative will be able to assist you.

Depending on the reason for the return, shipping charges may apply. Your refund for a return will be made through the original payment method (credit, debit, etc. and may take up to two months to process depending on your financial institution. We may also reduce the amount of the refund for restocking fees and/or shipping charges. Sequoia Wireless reserves the right to reject equipment returns that do not comply with the Return Policy. Sequoia Wireless Is not responsible for information left on returned equipment or devices.

## 8. Prohibited Activities

You may not access or use the Services for any purpose other than that for which we make the Services available. The Services may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Services, you agree not to:

- Systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.
- Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- Circumvent, disable, or otherwise interfere with security-related features of the Services, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Services and/or the Content contained therein.
- Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Services. Use any information obtained from the Services in order to harass, abuse, or harm another person.
- Make improper use of our support services or submit false reports of abuse or misconduct.
- Use the Services in a manner inconsistent with any applicable laws or regulations.
- Engage in unauthorized framing of or linking to the Services.
- Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services.

- Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
- Delete the copyright or other proprietary rights notice from any Content. Attempt to impersonate another user or person or use the username of another user.
- Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- Interfere with, disrupt, or create an undue burden on the Services or the networks or services connected to the Services.
- Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Services to you.
- Attempt to bypass any measures of the Services designed to prevent or restrict access to the Services, or any portion of the Services.
- Copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Services.
- Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or use or launch any unauthorized script or other software.
- Use a buying agent or purchasing agent to make purchases on the Services. Make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
- Use the Services as part of any effort to compete with us or otherwise use the Services and/or the Content for any revenue-generating endeavor or commercial enterprise.

## 9. User Generated Contributions

The Services may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Services, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Services and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

- The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
- You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Services, and other users of the Services to use your Contributions in any manner contemplated by the Services and these Legal Terms.
- You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Services and these Legal Terms.
- Your Contributions are not false, inaccurate, or misleading.
- Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
- Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- Your Contributions do not violate any applicable law, regulation, or rule. Your Contributions do not violate the privacy or publicity rights of any third party.

- Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- Your Contributions do not otherwise violate, or link to material that violates, any provision of these Legal Terms, or any applicable law or regulation.

Any use of the Services in violation of the foregoing violates these Legal Terms and may result in, among other things, termination or suspension of your rights to use the Services.

## 10. Contribution License

By posting your Contributions to any part of the Services or making Contributions accessible to the Services by linking your account from the Services to any of your social networking accounts, you automatically grant, and you represent and warrant that you have the right to grant, to us an unrestricted, unlimited, irrevocable, perpetual, non-exclusive, transferable, royalty-free, fully-paid, worldwide right, and license to host, use, copy, reproduce, disclose, sell, resell, publish, broadcast, retitle, archive, store, cache, publicly perform, publicly display, reformat, translate, transmit, excerpt (in whole or in part), and distribute such Contributions (including, without limitation, your image and voice) for any purpose, commercial, advertising, or otherwise, and to prepare derivative works of, or incorporate into other works, such Contributions, and grant and authorize sublicenses of the foregoing. The use and distribution may occur in any media formats and through any media channels.

This license will apply to any form, media, or technology now known or hereafter developed, and includes our use of your name, company name, and franchise name, as applicable, and any of the trademarks, service marks, trade names, logos, and personal and commercial images you provide. You waive all moral rights in your Contributions, and you warrant that moral rights have not otherwise been asserted in your Contributions.

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Services.

You are solely responsible for your Contributions to the Services and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

We have the right, in our sole and absolute discretion, (1) to edit, redact, or otherwise change any Contributions; (2) to re-categorize any Contributions to place them in more appropriate locations on the Services; and (3) to pre-screen or delete any Contributions at any time and for any reason, without notice. We have no obligation to monitor your Contributions.

## 11. Guidelines for Reviews

We may provide you areas on the Services to leave reviews or ratings. When posting a review, you must comply with the following criteria: (1) you should have firsthand experience with the person/entity being reviewed; (2) your reviews should not contain offensive profanity, or abusive, racist, offensive, or hateful language; (3) your reviews should not contain discriminatory references based on religion, race, gender, national origin, age, marital status, sexual orientation, or disability; (4) your reviews should not contain references to illegal activity; (5) you should not be affiliated with competitors if posting negative reviews; (6) you should not make any conclusions as to the legality of conduct; (7) you may not post any false or misleading statements; and (8) you may not organize a campaign encouraging others to post reviews, whether positive or negative.

We may accept, reject, or remove reviews in our sole discretion. We have absolutely no obligation to screen reviews or to delete reviews, even if anyone considers reviews objectionable or inaccurate. Reviews are not endorsed by us, and do not necessarily represent our opinions or the views of any of our affiliates or partners. We do not assume liability for any review or for any claims, liabilities, or losses resulting from any review. By posting a review, you hereby grant to us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable, and sublicensable right and license to reproduce,



modify, translate, transmit by any means, display, perform, and/or distribute all content relating to review.

## **12. Mobile Application License**

### **Use License**

If you access the Services via the App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the App on wireless electronic devices owned or controlled by you, and to access and use the App on such devices strictly in accordance with the terms and conditions of this mobile application license contained in these Legal Terms. You shall not: (1) except as permitted by applicable law, decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App; (2) make any modification, adaptation, improvement, enhancement, translation, or derivative work from the App; (3) violate any applicable laws, rules, or regulations in connection with your access or use of the App; (4) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) posted by us or the licensors of the App; (5) use the App for any revenue-generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (6) make the App available over a network or other environment permitting access or use by multiple devices or users at the same time; (7) use the App for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the App; (8) use the App to send automated queries to any website or to send any unsolicited commercial email; or (9) use any proprietary information or any of our interfaces or our other intellectual property in the design, development, manufacture, licensing, or distribution of any applications, accessories, or devices for use with the App.

### **Apple and Android Devices**

The following terms apply when you use the App obtained from either the Apple Store or Google Play (each an "App Distributor") to access the Services: (1) the license granted to you for our App is limited to a non-transferable license to use the application on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor's terms of service; (2) we are responsible for providing any maintenance and support services with respect to the App as specified in the terms and conditions of this mobile application license contained in these Legal Terms or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the App; (3) in the event of any failure of the App to conform to any applicable warranty, you may notify the applicable App Distributor, and the App Distributor, in accordance with its terms and policies, may refund the purchase price, if any, paid for the App, and to the maximum extent permitted by applicable law, the App Distributor will have no other warranty obligation whatsoever with respect to the App; (4) you represent and warrant that (i) you are not located in a country that is subject to a US government embargo, or that has been designated by the US government as a "terrorist supporting" country and (ii) you are not listed on any US government list of prohibited or restricted parties; (5) you must comply with applicable third-party terms of agreement when using the App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the App; and (6) you acknowledge and agree that the App Distributors are third-party beneficiaries of the terms and conditions in this mobile application license contained in these Legal Terms, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this mobile application license contained in these Legal Terms against you as a third-party beneficiary thereof.

## **13. Social Media**

As part of the functionality of the Services, you may link your account with online accounts you have with third-party service providers (each such account, a "Third-Party Account") by either: (1) providing your Third-Party Account login information through the Services; or (2) allowing us to access your Third-Party Account, as is permitted under the applicable terms and conditions that govern your use of each Third-Party Account. You represent and warrant that you are entitled to disclose your Third-Party Account login information to us and/or grant us access to your Third-Party Account, without breach by you of any of the terms and conditions that govern your use of the applicable Third-Party Account, and without obligating us to pay any fees or making us subject to any usage limitations imposed by the third-party service provider of the Third-Party Account. By granting us access to any Third-Party Accounts, you understand that (1) we may access, make available, and store (if applicable) any content that you have provided to and stored in your Third-Party Account (the "Social Network Content") so that it is available on and through the Services via your account, including

without limitation any friend lists and (2) we may submit to and receive from your Third-Party Account additional information to the extent you are notified when you link your account with the Third-Party Account.

Depending on the Third-Party Accounts you choose and subject to the privacy settings that you have set in such Third-Party Accounts, personally identifiable information that you post to your Third-Party Accounts may be available on and through your account on the Services. Please note that if a Third-Party Account or associated service becomes unavailable or our access to such Third-Party Account is terminated by the third-party service provider, then Social Network Content may no longer be available on and through the Services. You will have the ability to disable the connection between your account on the Services and your Third-Party Accounts at any time. PLEASE NOTE THAT YOUR RELATIONSHIP WITH THE THIRD- PARTY SERVICE PROVIDERS ASSOCIATED WITH YOUR THIRD-PARTY ACCOUNTS IS GOVERNED SOLELY BY YOUR AGREEMENT(S) WITH SUCH

THIRD-PARTY SERVICE PROVIDERS. We make no effort to review any Social Network Content for any purpose, including but not limited to, for accuracy, legality, or non-infringement, and we are not responsible for any Social Network Content. You acknowledge and agree that we may access your email address book associated with a Third-Party Account and your contacts list stored on your mobile device or tablet computer solely for purposes of identifying and informing you of those contacts who have also registered to use the Services. You can deactivate the connection between the Services and your Third-Party Account by contacting us using the contact information below or through your account settings (if applicable). We will attempt to delete any information stored on our servers that was obtained through such Third-Party Account, except the username and profile picture that become associated with your account.

#### **14. Third-Party Websites and Content**

The Services may contain (or you may be sent via the Site or App) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Services or any Third-Party Content posted on, available through, or installed from the Services, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party

Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Services and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Legal Terms no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Services or relating to any applications you use or install from the Services. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us blameless from any harm caused by your purchase of such products or services. Additionally, you shall hold us blameless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third- Party Websites.

#### **15. Services Management**

We reserve the right, but not the obligation, to: (1) monitor the Services for violations of these Legal Terms; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Legal Terms, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Services or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Services in a manner designed to protect our rights and property and to facilitate the proper functioning of the Services.

## **16. Privacy Policy**

We care about data privacy and security. By using the Services, you agree to be bound by our Privacy Policy posted on the Services, which is incorporated into these Legal Terms. Please be advised the Services are hosted in the United States. If you access the Services from any other region of the world with laws or other requirements governing personal data collection, use, or disclosure that differ from applicable laws in the United States, then through your continued use of the Services, you are transferring your data to the United States, and you expressly consent to have your data transferred to and processed in the United States. For complete details of our Privacy Policy, refer to Sequoia Wireless's Privacy Policy.

## **17. Terms and Termination**

These Legal Terms shall remain in full force and effect while you use the Services. WITHOUT LIMITING ANY OTHER PROVISION OF THESE LEGAL TERMS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICES (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE LEGAL TERMS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICES OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

## **18. Modifications and Interruptions**

We reserve the right to change, modify, or remove the contents of the Services at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Services. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Services.

We cannot guarantee the Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Services, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Services at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Services during any downtime or discontinuance of the Services. Nothing in these Legal Terms will be construed to obligate us to maintain and support the Services or to supply any corrections, updates, or releases in connection therewith.

## **19. Governing Law**

These Legal Terms and your use of the Services are governed by and construed in accordance with the laws of the State of California applicable to agreements made and to be entirely performed within the State of California, without regard to its conflict of law principles.

## **20. Dispute Resolution**

### **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these Legal Terms (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the

"Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. YOU UNDERSTAND THAT WITHOUT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE

A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the American Arbitration Association ("AAA") website. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Consumer Rules and, where appropriate, limited by the AAA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Alameda County, California. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Alameda County, California, and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act ("UCITA") are excluded from these Legal Terms.

In no event shall any Dispute brought by either Party related in any way to the Services be commenced more than two (2) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law, (a) no arbitration shall be joined with any other proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations binding arbitration: (a) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party; (b) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorized use; and (c) any claim for injunctive relief. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

## **21. Corrections**

There may be information on the Services that contains typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and various other information. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information on the Services at any time, without prior notice.

## **22. Disclaimer**

THE SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON- INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICES' CONTENT OR THE CONTENT OF ANY WEBSITES OR MOBILE APPLICATIONS LINKED TO THE SERVICES AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICES, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICES BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

## **23. Limitations of Liability**

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SERVICES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU TO US. CERTAIN US STATE LAWS AND INTERNATIONAL LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **24. Indemnification**

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Services; (3) breach of these Legal Terms; (4) any breach of your representations and warranties set forth in these Legal Terms; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Services with whom you connected via the Services. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

## **25. User Data**

We will maintain certain data that you transmit to the Services for the purpose of managing the performance of the Services, as well as data relating to your use of the Services. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Services. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **26. Electronic Communications, Transactions, and Signatures**

Visiting the Services, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Services, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the services. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

## **27. California Users and Residents**

If any complaint with us is not satisfactorily resolved, you can contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, California 95834 or by telephone at (800) 952-5210 or (916) 445-1254.

## **28. Miscellaneous**

These Legal Terms and any policies or operating rules posted by us on the Services or in respect to the Services constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Legal Terms shall not operate as a waiver of such right or provision. These Legal Terms operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Legal Terms is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Legal Terms and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Legal Terms or use of the Services. You agree that these Legal Terms will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Legal Terms and the lack of signing by the parties hereto to execute these Legal Terms.

## **29. Contact Us**

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at:

Join LifeLine, LLC  
29034 Westbourne Court  
Hayward, CA 94544-6345  
United States  
Phone: 510-342-6503  
[admin@sequoiawireless.com](mailto:admin@sequoiawireless.com)

# **Attachment J**

**Affordable Connectivity Program Terms and Conditions**

## Affordable Connectivity Program Terms and Conditions

Effective Date: June 9, 2023

Please review Sequoia Wireless's Affordable Connectivity Program Terms and Conditions ("Terms & Conditions"). These Terms & Conditions between Join LifeLine, LLC, doing business as Sequoia Wireless ("Sequoia Wireless," or the "Company," "we," "us," or "our") and you constitute a legally enforceable agreement between you and Sequoia Wireless. They outline your legal rights and stipulate that some issues be addressed by Arbitration rather than a court trial. Sequoia Wireless maintains the right, at its sole discretion, to update or modify any of these Terms and Conditions at any time. Once posted on the Sequoia Wireless website located at [www.sequoiawireless.com](http://www.sequoiawireless.com), any changes or amendments to these Terms and Conditions shall be binding on you. You should check these websites for modifications to these terms on a regular basis. You ("You"), the subscriber, accept and agree to the following terms and conditions by registering for the Affordable Connectivity Program provided by Sequoia Wireless.

By using Sequoia Wireless Services and Devices, you are bound to the following (note: If there is a discrepancy, as it pertains to Sequoia Wireless's Affordable Connectivity Program Service, the terms of "Affordable Connectivity Program Terms and Conditions" will supersede):

1. Affordable Connectivity Program Terms and Conditions (herein - [www.sequoiawireless.com/acpterm](http://www.sequoiawireless.com/acpterm)s)
2. Privacy Policy (refer to [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy))
3. Accessibility Policy (refer to [www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility))
4. Accessibility Use Policy ([www.sequoiawireless.com/accessibility](http://www.sequoiawireless.com/accessibility))
5. Digital Millennium Copyright Act Policy ([www.sequoiawireless.com/dmca](http://www.sequoiawireless.com/dmca))
6. Freedom of Choice Policy ([www.sequoiawireless.com/freedom](http://www.sequoiawireless.com/freedom))
7. Net Neutrality Policy ([www.sequoiawireless.com/neutrality](http://www.sequoiawireless.com/neutrality))
8. Open Internet Policy (refer to [www.sequoiawireless.com/openinternet](http://www.sequoiawireless.com/openinternet))
9. Website Terms of Use (refer to [www.sequoiawireless.com/webterms](http://www.sequoiawireless.com/webterms))

### General Terms and Conditions

Please read these General Terms and Conditions carefully and make sure you understand each provision as they include vital information regarding the services offered to you and our use of certain information. These Terms and Conditions mandate the use of individual arbitration to settle disputes, as opposed to jury trials or class actions. In the case of a disagreement, these Terms and Conditions restrict our responsibility and your possible remedies.

- 1) **General.** Join LifeLine, LLC, doing business as Sequoia Wireless ("Sequoia Wireless," or the "Company," "we," "us," or "our"). "You," "your," "applicant," "customer," "subscriber," "participant," and "user" refer to an account holder or authorized user of our Services or Devices. "Services" means voice telephony, text messaging, broadband Internet access services, applications, including Sequoia Wireless-branded Preinstalled Applications, and any other services provided to you by Sequoia Wireless. "Device" means any phone, device, accessory, or other product provided or sold to you by Sequoia Wireless or that is activated or used with your Services. These Terms and Conditions are an agreement between Sequoia Wireless and you under which we provide and you accept our Services and/or Devices ("Agreement"). You Accept This Agreement When You: (A) Attempt To Or In Any Way Activate And/Or Use The Services, (B) Pay For Any Services, (C) Upgrade Or Modify The Services, (D) Start Any Application, Program, Or Software That States You Are Accepting The Services, Or (E) Accept The Services Or Agreement Through Any Written, Oral, Or Electronic Statement Or Signature. You must be 18 years or older, or an emancipated minor to use Sequoia Wireless Services.
- 2) **Charges.** Sequoia Wireless offers fully subsidized plans with no hidden fees and no monthly costs. The only charges assessed is a one-time activation fee, which will either be covered through the Federal ACP program or be waived through Goodwill from Sequoia Wireless. Participants who terminate service within three days of service activation, excluding national holidays, will receive a refund of any applicable service connection charges and deposits.



- 3) **Devices.** We may give you with a free Device, sell you a Device, or let you to use your own Device with our Services. Devices must be compatible with our network, interfere with them in no way, and adhere to all relevant laws, rules, and regulations. Devices may not be compatible with all Services, and certain Services may be incompatible with certain Devices. Occasionally, we may remotely modify your Device's software, apps, or programming to address security, safety, or other concerns affecting our network or your Device, without prior notification. These modifications may impact or delete data you have saved on your Device, how you've designed your Device, or how you use your Device. Until the software update is complete, you may be unable to use your Device in any way, including to call 911 or other emergency services, while it is obtaining a software update, whether at our request or at yours. If we sell or otherwise supply you with a Device, it will be subject to our Device Unlocking Policy.
- 4) **Limitation of Liability.** Sequoia Wireless is not liable to you (subscriber) for any direct or indirect, special, incidental, consequential, exemplary, or punitive damages of any kind, including lost or potential profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and/or Services. Sequoia Wireless will not be liable for any act or omission of any other company furnishing a part of our services, or our equipment or for any damages that result from any service or equipment provided by or manufactured by affiliated or non-affiliated third parties. Sequoia Wireless is not responsible, at any time, and shall not be liable to you or anyone else for any personal information such as usernames, passwords, contacts, pictures, SMS, or any additional content you may have stored on your phone, or which may remain on your phone during and/or after you no longer have service with Sequoia Wireless.

Unless prohibited by law, you (subscriber) agree to limit claims for damages or other monetary relief against each other to direct and actual damages. Sequoia Wireless assumes no risk or responsibility for a subscriber's use of any content provided by Sequoia Wireless services. Sequoia Wireless is not liable for any act or omission of any third party company providing part of Sequoia Wireless services (this includes equipment provided by a third party), any errors or omissions of any vendors or agents participating in offers made by Sequoia Wireless, any damages that result from third parties, or any unauthorized or disputed charges. There is no fiduciary duty that exists between you (subscriber) and Sequoia Wireless, Sequoia Wireless., or its affiliates. You (subscriber), also agree that Sequoia Wireless will not be liable for any missed voice mails, any messages from your voice mail system, any data content, or any storage or deletion of contacts from a smartphone address book provided by Sequoia Wireless.

- 5) **Indemnification.** To the full extent by law, you agree to hold harmless and indemnify Sequoia Wireless and its affiliates and their respective officers, agents, directors, partners, and employees, from any and all liabilities, settlements, penalties, claims, causes of action, and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof), directly or indirectly, resulting from your use of Sequoia Wireless products and services, or another person whom you authorize to use your products or services, whether based in contract or tort (including strict liability) and regardless of the form of action. This obligation shall survive any expiration or termination of your service with Sequoia Wireless.
- 6) **Dispute Resolution.** You agree to contact Sequoia Wireless with any disputes. You must contact Sequoia Wireless with any dispute by email at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) or by writing Sequoia Wireless at 29034 Westbourne Court, Hayward, CA, 94544-6345, Attn. Dispute Resolution. You must provide a description of the dispute, all relevant information, any supporting documentation, and the proposed dispute resolution. A Sequoia Wireless representative will contact you at the last address you have provided or by phone. Sequoia Wireless agrees to negotiate in good faith to resolve any dispute you may have. You agree to pay the full amount reflected on your account statement, even while a dispute is being resolved. If you do not reach an agreement to resolve your claim within 30 days after notice of dispute was given, you or Sequoia Wireless may commence a Binding Arbitration proceeding (see below).

Certain disputes you may have with Sequoia Wireless (Sequoia Wireless) may be resolved through Binding Arbitration. By making or receiving calls on a Sequoia Wireless smartphone you agree the sole remedy for any dispute shall be Binding Arbitration on an individual basis. You waive your rights to a jury trial or any class actions. You also agree the Federal Arbitration Act governs any dispute claim you have with Sequoia Wireless. This Binding Arbitration you agree as the sole remedy limits your options available in the event of a dispute to an

individual basis and survives any termination of your service with Sequoia Wireless. Class Arbitrations and Class Actions are hereby excluded as a remedy for any dispute you may have.

This agreement shall be construed under the laws of the state of California, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions of Service, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where you (the subscriber) reside, or where you (the subscriber) use or pay for Sequoia Wireless services. To the extent permitted by law, if a dispute claim proceeds in court, Sequoia Wireless and you waive any right that we may have to trial by jury in any lawsuit or other proceeding.

- 7) **Use of Customer Information.** By agreeing to our Terms and Conditions herein, you also agree to the terms of Sequoia Wireless's Privacy Policy available online at [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy). The Privacy Policy may change from time to time and includes important information on what data we collect about you, how we use this data, and with whom we share that data. Any "Customer Proprietary Network Information" (CPNI) data that Sequoia Wireless collects from subscribers will be handled in accordance with the Federal Communications Commission regulations, federal consumer privacy laws, and the Sequoia Wireless Privacy Policy. Sequoia Wireless will not intentionally share subscribers' personal information without the subscriber's permission. Sequoia Wireless may, from time to time, use the information subscribers provide to market services to subscribers that may be related to Sequoia Wireless services or offerings. Sequoia Wireless may disclose to law enforcement authorities and governmental agencies any information, including your name, account information, account history, or other information properly requested by law enforcement to comply with appropriate legal requests.
- 8) **Lost or Stolen Equipment.** To report a lost or stolen device, please contact customer support at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com). Upon receiving notice of the lost or stolen, Sequoia Wireless will suspend the SIM Card and issue a new SIM card. If a subscriber does not either activate a new Sequoia Wireless device or notify us that they have found their wireless device within 45 days of the suspension of the account, the account will be subject to the rules of the government program for the purposes of de-enrolling the subscriber. The subscriber may also lose their Sequoia Wireless phone number.
- 9) **Returns.** Devices purchased directly from Sequoia Wireless may be returned for a full refund within 30 days of purchase. A subscriber must return the complete smartphone as was received at the time of activation. Please contact Sequoia Wireless at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) for instructions. Sequoia Wireless provides new and secondary devices to subscribers. All device models provided to subscribers are selected at the sole discretion of Sequoia Wireless. Device models may vary. Sequoia Wireless reserves the right to replace devices with various models at its sole discretion. If you experience a device malfunction, contact Sequoia Wireless at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).
- 10) **Device Warranty.** This section may be superseded by future Sequoia Wireless Warranty Offerings provided on certain devices or during certain promotions. When a warranty offering is not provided for a device, this section will stand as our device warranty. Sequoia Wireless does not manufacture wireless phones or equipment used by subscribers. The only warranties applicable to such devices or equipment are those extended by the manufacturers. We have no liability, therefore, in connection with wireless phones and other equipment or for manufacturers' acts or omissions. We make no representations or warranties, express or implied, regarding the products and services provided hereunder or any software required to be used in connection therewith, including, but not limited to, and to the extent permitted by law, warranty of title, warranty that a product or service is fit for a particular use or warranty of merchantability. We expressly disclaim any and all implied warranties. We don't promise error-free or uninterrupted service and don't authorize anyone to make warranties on our behalf.

The Sequoia Wireless Terms and Conditions of Service, contained herein, supersede all oral or written communications and understandings between you, Sequoia Wireless, and Sequoia Wireless., with respect to products and services provided to you and the terms under which they are offered to you by Sequoia Wireless. The surviving sections of this Terms and Conditions of Service shall continue to be valid and enforceable in the event that any part of these Terms and Conditions of Service is declared invalid, not applicable, or becomes unenforceable. There are no provisions of these Terms and Conditions of Service that provide any person or any entity that is not a party to these Terms and Conditions of Service with any remedy, liability, claim,

reimbursement, or any cause of action, or that creates any other third-party beneficiary rights.

Any legal dispute, unless otherwise specified herein, shall be subject to the exclusive jurisdiction of the federal or state courts located within the State of California. Sequoia Wireless reserves the right to suspend or terminate any subscriber's access to Sequoia Wireless services or to the Sequoia Wireless website or affiliated websites, at any time, should we determine in our sole discretion that a subscriber has violated any of these Terms and Conditions of Service or any other policy of Sequoia Wireless, its affiliates, or for any other reason at the sole discretion of Sequoia Wireless.

- 11) **Device Unlocking Policy.** Sequoia Wireless's policy is to never lock devices. This means any device acquired directly from Sequoia Wireless will be unlocked by default. Purchasing a device or being provided a device through Sequoia Wireless provides you with the peace of mind of knowing your device is truly yours, without any hoops to jump through. You have the freedom to upgrade your device or sell your device or even use your device on a different network (which is dependent on the compatibility of the device and terms of the other wireless carrier), all without the headache of contacting support to unlock a device, as many wireless providers require, but not us!

Devices that work on Sequoia Wireless's network may not be compatible with other carriers' networks due to the use of different frequencies, device compatibility, and technologies to provide wireless network access. We do not guarantee that a Sequoia Wireless device will be compatible with any carrier's network. To determine if your device will be compatible on another carrier's network, we recommend contacting the carrier directly.

- 12) **Data Usage Policy.** Sequoia Wireless's unlimited data plan. Our wireless plans provide unlimited amounts of data you can use per month (measured in gigabytes, or "GB"), with a monthly cap of "high-speed" data. The amount of high-speed data is allocated based on the data plan. Once the high-speed data cap is reached, your speeds will be reduced to 3G speeds of 512 Kbps. Additionally, our underlying carrier may lower speeds during times of congestion, which are out of our control. You have the option to purchase a "Top-Up", which is \$5 per GB with unused data rolling over month-to-month until used. Tethered data will be restricted to the same policy. Video Streaming in SD at 480p.
- 13) **Website Terms of Use.** When a customer is enrolled in service with Sequoia Wireless, the subscriber agrees to and provides consent for all Notices to be sent via Email using the Email Address of record assigned to the subscriber's account. By enrolling in service, the customer has affirmatively consented to receive notice in this manner. For complete Website Terms of Use, refer to [www.sequoiawireless.com/webterms](http://www.sequoiawireless.com/webterms).
- 14) **Credit Report.** Sequoia Wireless will not obtain a credit report nor conduct an inquiry as a condition of providing service.
- 15) **Emergency Services.** Your handset will be able to place calls to 911 even if you have no minutes available. It is advised by Public Safety Officials, that you should be prepared to provide information about your location when making a 911 or other emergency call. Wireless service, unlike landline phones, uses less reliable methods to place calls and to determine your phone number and location. Network coverage can be adversely affected by weather, structures, buildings, geography, etc. Because of these factors, emergency operators may not be able to determine your location or your phone number, or you may not be able to complete a call at all. Occasionally, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, your call to 911 may not go through and you should dial 911 from the nearest landline phone. Enhanced 911 service, also known as E911, relies on GPS technology to obtain location information. This service is dependent on a number of factors such as the abilities of the local emergency authorities, GPS ability of your device, whether your GPS enabled handset has GPS turned on, and your device's ability to obtain a GPS Satellite signal which can be impaired by being indoors, weather, etc. Even when available, E911 does not always provide accurate location information.

## Affordable Connectivity Program Service

### Introduction

The Universal Service Administrative Company (“USAC”) is in charge of managing the Affordable Connectivity Program (“ACP”), a government assistance program. For individuals that qualify, the ACP program offers discounts on monthly communications services like voice calls, text messaging, and broadband Internet access. The ACP now offers discounts of up to \$30 per qualified home (or up to \$75 per eligible household on Tribal territory) on monthly broadband Internet access service. If eligible households contribute more than \$10 but less than \$50 toward the cost of a laptop, desktop computer, or tablet from participating providers, they can additionally get a one-time rebate of up to \$100. For qualified customers, discounts are provided to the retail prices of the Sequoia Wireless Service Plans for eligible Sequoia Wireless subscribers.

### Application Process

You must fill out an ACP service application in order to request enrollment in Sequoia Wireless’s ACP plans. You must certify on the application that you understand and agree to the laws, rules, and other conditions for receiving ACP services under penalty of perjury. By submitting an application, you give Sequoia Wireless or its representatives permission to help you apply for and enroll in ACP services and to release to federal government entities, or USAC, the information needed to process your application or administer ACP services (such as your name, phone number, and eligibility information). The ACP services will not be provided if consent is not given. This permission is valid as long as you are a Sequoia Wireless ACP subscriber, and it stands after this Agreement is terminated.

### Changing Wireless Service Providers

Customers have the right to change their Wireless Service Provider. Many service providers impose a “Termination Fee” when canceling an imposed “Contract Duration”, but not at Sequoia Wireless. We are committed to never imposing a “Termination Fee” or “Contract Duration” with our customers. Please note that certain government programs may require us to impose a minimum duration of time before being allowed to switch to a different Wireless Service Provider.

The Affordable Connectivity Program allows a customer the flexibility to transfer the ACP benefit from one Wireless Service Provider to another at any time. We have noticed that many Wireless Service Providers will transfer the ACP benefit from a home Internet plan to a mobile Internet plan without clearly informing the subscriber that they will lose their discount on their home Internet plan, causing their monthly home Internet plan to be billed in full each month. To lessen this pain point, and ensure an excellent customer experience, we will ensure the customer is informed and fully understands that the benefit being transferred from a home Internet plan to our mobile Internet plan will cause their home Internet plan to rise in price (as they are losing the benefit being applied on their home Internet plan).

### Eligibility

For Sequoia Wireless ACP services, you must be eligible according to the relevant requirements. Federal legislation and regulations provide the requirements for ACP eligibility. Program-based eligibility or income-based eligibility are two examples of these eligibility standards. In addition, unless you are over 60, you must be at least 18 years old, not be included as a dependent on anyone else's tax return and be at least 18 years old (unless you are an emancipated minor). When applicants sign up for eligibility databases, which may ask for documentation as proof of an applicant's eligibility, eligibility is determined. When such paperwork is required, USAC and outside administrators will explain the acceptable documentation to you.

### ACP Program-Based Eligibility

Sequoia Wireless customers who take part in one or more of the following programs may be eligible for ACP program-based eligibility:

- Lifeline Program
- Supplemental Nutrition Assistance Program (SNAP)
- Federal Public Housing Assistance (FPHA)
- Medicaid (not Medicare)

- Supplemental Security Income (SSI)
- Veterans and Survivors Pension Benefits
- Federal Pell Grant in the current award year
- Free and Reduced Price School Lunch Program or School Breakfast Program including at US Department of Agriculture Community Eligibility Provision schools
- Special Supplemental Nutritional Program for Women, Infants, and Children (WIC)

Additional programs applicable to subscribers residing on Tribal lands:

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

### **Eligibility Based on Income**

If your total gross income is at or below 200 percent of the Federal Poverty Guidelines, you may be eligible for the ACP based on income (income-based eligibility). For further information, please visit USAC's eligibility page. Unless explicitly excluded by the Internal Revenue Code, federal rules define "gross income" as all money actually received by all members of the family from whatever source obtained.

### **Rule of One Per Household**

According to federal law, each family is only allowed one ACP benefit, which may be used for either wireless or landline service. A household is defined as any person or group of people who live together at the same location and share income and expenditures for the purposes of the ACP program. Separate families living at the same residence are eligible, as are inhabitants of homeless shelters and nursing homes. A family may not receive ACP benefits from more than one provider; however, the ACP benefit associated with your household may be moved from another provider to Sequoia Wireless, subject to certain conditions.

### **Accessibility**

To obtain ACP service via Sequoia Wireless, an applicant's primary home address must be within the service region of Sequoia Wireless. Applicants are not permitted to apply for ACP service using a secondary home or business address. If you change your address, you must notify Sequoia Wireless within 30 days of the change.

### **Mobile Hotspot**

High-speed hotspot data that any of your other devices can use. Your smartphone or tablet becomes a Wi-Fi connection for devices like tablets, laptops and more. After exceeding your high-speed data cap, you can still use hotspot at lower speeds of 3G (512 Kbps) for the rest of the month. Tethered data (e.g., Mobile Hotspot data) will be restricted to the same policy as the rate plan.

### **Number Porting**

We understand the Wireless space has many differences, and while we commit to providing excellent service, we understand there may be situations when another Wireless Service Provider would offer a Wireless Plan that better suits your needs or coverage area. In these situations, we commit to the rules set forth by FCC regulations regarding "Local Number Portability" and permit a customer to keep the same phone number by porting over to their new Wireless Service Provider. We do not charge for providing this service.

### **Notice of Changes**

When a customer is enrolled in service with Sequoia Wireless, the subscriber agrees to and provides consent for all Notices to be sent via Email using the Email Address of record assigned to the subscriber's account. By enrolling in service, the customer has affirmatively consented to receive notice in this manner

### **Sales Tax and Regulatory Fees**

We're proud to participate in the Affordable Connectivity Program, offering \$0 ACP plans. Sales Tax and Regulatory Fees are included in the monthly plan fee.

### **Service Activation Policy**

Sequoia Wireless charges a \$39 Service Activation charge, which is a non-recurring charge to activate service or transfer service from another service provider. This one-time fee will be charged to the customer's account at activation.

The Affordable Connectivity Program ("ACP") does not offer a subsidy for service connection/activation charges. When an ACP-enrolled customer activates service or transfers service from another service provider to Sequoia Wireless, we will waive the service connection/activation charge as a courtesy, ensuring the ACP-enrolled customer will never have a hidden cost.

### **Recertification Every Year**

ACP customers must recertify that they continue to fulfill eligibility standards and other prerequisites to receive ACP services on an annual basis (one per calendar year). Recertification is handled or supported by USAC, although Sequoia Wireless may send you text messages and other notifications to remind you to do it. If a member does not complete the yearly recertification by the deadline, Sequoia Wireless will inform the subscriber that they will be removed from the ACP. If a subscriber fails to recertify by the deadline, or if the subscriber no longer fits the eligibility standards or other conditions, the subscriber will be de-enrolled from the ACP, and the phone number the customer was using may be allocated to another subscriber. To continue using the Services, the subscriber may re-enroll in the Sequoia Wireless ACP, if eligible, or pick from any of the currently offered prepaid plans, according to the terms and conditions of that plan. The customer may be issued a new phone number upon re-enrollment.

### **Ongoing Verification of Eligibility**

You must contact Sequoia Wireless within 30 days if you no longer meet the requirements for receiving ACP services for any reason, including (1) no longer meeting the income-based or program-based eligibility criteria, or (2) you or a member of your household starts receiving another ACP benefit. At any moment, Sequoia Wireless may undertake checks to confirm your continuous eligibility for ACP service. If we conclude that you no longer meet the eligibility requirements, we will de-enroll you from Sequoia Wireless ACP and deactivate your Services.

### **Non-Assignable and Non-Transferable**

Your eligibility for Sequoia Wireless services is unique to you. According to federal law, you may not transfer any of your rights or benefits acquired via the Sequoia Wireless Service to a third party, including, but not limited to, any voice, text, or data allotments you get to use the Sequoia Wireless Services. Similarly, you may not transfer or delegate any of your rights or responsibilities to any other person, including any individual who may be eligible for ACP service, without the prior written approval of Sequoia Wireless, and any attempted assignment or delegation without such consent will be null and void. Without warning, Sequoia Wireless may assign all or a portion of these conditions or your obligations to us.

### **Service Enrollment**

You activate your service by completing the eligibility verification, enrollment, and plan selection steps, as applicable, and submitting the application form.

### **Requirements for Usage**

To continue Sequoia Wireless ACP service, FCC laws demand that subscribers utilize the service every 30 days unless they have a regular billing and payment arrangement with us. Subscribers can "use" the Services by doing one of the following: (1) making an outbound call, sending a text message, or using data; (2) purchasing minutes or data from Sequoia Wireless to add to the subscriber's service plan; (3) answering an incoming call from a party other than Sequoia Wireless; or (4) responding to direct contact from Sequoia Wireless and confirming that the subscriber wants to continue receiving the ACP

service. The texting or phone "usage" requirements do not apply if you obtain simply data service. Sequoia Wireless will notify subscribers at or before 30 days of non-usage that failing to utilize the ACP services within a 15-day notice period will result in de-enrollment. Sequoia Wireless may also send text messages to subscribers to remind them to utilize the service. If a subscriber does not reply to the notification or utilize the service within 15 days of receiving it, Sequoia Wireless is obligated to de-enroll the subscriber from the ACP. At that point, the subscriber's Services will be deactivated, except that the subscriber will still be able to contact 911 emergency services using the Device connected with the Services, provided it is charged and capable of connecting to a wireless network.

### **Failure to Pay**

Postpaid cellular services are not available via Sequoia Wireless. Prepayment is needed prior to the allocation of eligible services for prepaid services that are not covered by a government-supported discount/subsidy (e.g., voice, text, and data). If a needed payment is not completed, the subscriber's Services will be canceled, except that the subscriber will still be able to contact 911 emergency services using the Device connected with the Services, provided it is charged and capable of connecting to a wireless network. Please also view section 5 for information on Sequoia Wireless Charges and Payments.

### **Fraud and ACP Rule Violations**

Because the ACP is a government benefit, any infraction of its rules and regulations may result in penalties, incarceration, de-enrollment, or permanent exclusion from the program. Willfully supplying false or fraudulent information in order to get or continue receiving ACP benefits, breaching the one-per-household restriction, or otherwise violating or failing to follow ACP standards or limits are all breaches of federal ACP statutes or regulations. If we believe or find that you have participated in fraud or violated any ACP laws or regulations, we may stop or de-enroll you from receiving ACP-supported services without notice.

### **Termination of ACP**

If ACP expires, Sequoia Wireless subscribers enrolled in our "California LifeLine / ACP Bundled Standard Plan [Non-Tribal]" plan will be moved to our "California LifeLine Bundled Standard Plan [Non-Tribal]"; our "Federal Lifeline / ACP Broadband Only Plan [Tribal]" will be moved to our "Federal Lifeline Broadband Only Plan [Tribal]"; our "California LifeLine / ACP Bundled Standard Plan [Tribal]" will be moved to our "California LifeLine Bundled Standard Plan [Tribal]". If you are subscribed to our ACP Broadband Only Plan, Sequoia Wireless will offer the option to apply to one of our three non-ACP plans as Broadband Only Plan subscribers will have their service plan discontinued completely when ACP ends.

### **Early Termination Fee**

Pursuant to 47 CFR § 54.1808(e)(6), we will not charge our subscribers in any amount for monthly services for the amount Sequoia Wireless will seek for reimbursement from the Affordable Connectivity Program ("ACP"). We do not charge our subscribers an early termination fee nor do we require a contract to receive such Internet service offerings. Our plans are contract-free and our services never entail extended service contracts. Sequoia Wireless does not impose restrictions nor charge a fee to a subscriber to transfer their ACP benefit to another provider.

### **Dropping out**

You may request to be de-enrolled from ACP service for any reason and at any time by contacting Sequoia Wireless's Customer Care Center, in addition to de-enrollment for any of the reasons specified in these Terms and Conditions. Requests for de-enrollment may be made over the phone. You will be de-enrolled within two business days of receiving a request. You will no longer get free minutes, text messages, or data each month if you de-enroll from the ACP program, and you will be required to re-qualify for ACP service if you want to enroll in another Sequoia Wireless ACP service plan. A subscriber may also be de-enrolled at the request of a federal government body.

### **Transfer of ACP Benefits**

Transferring your ACP benefit from another ACP provider to Sequoia Wireless or from Sequoia Wireless to another ACP provider is possible. Sequoia Wireless abides by the FCC's requirements for transferring ACP benefits. The impact of an ACP benefit transfer is that the subscriber's ACP benefit will be used to Sequoia Wireless ACP service rather than service

from the subscriber's previous ACP service provider. Subscribers who transfer ACP benefits to Sequoia Wireless may be liable to their prior ACP provider's undiscounted charges as a consequence of the transfer if they want to keep service from that provider. Subscribers are restricted to one ACP benefit transfer transaction each service month, with limited exceptions for cases in which a subscriber attempts to reverse an unlawful benefit transfer or is unable to get service from a certain provider.

Customers have the right to change their Wireless Service Provider. Many service providers impose a "Termination Fee" when canceling an imposed "Contract Duration", but not at Sequoia Wireless. We are committed to never imposing a "Termination Fee" or "Contract Duration" with our customers. Please note that certain government programs may require us to impose a minimum duration of time before being allowed to switch to a different Wireless Service Provider.

The Affordable Connectivity Program allows a customer the flexibility to transfer the ACP benefit from one Wireless Service Provider to another at any time. We have noticed that many Wireless Service Providers will transfer the ACP benefit from a home Internet plan to a mobile Internet plan without clearly informing the subscriber that they will lose their discount on their home Internet plan, causing their monthly home Internet plan to be billed in full each month. To lessen this pain point, and ensure an excellent customer experience, we will ensure the customer is informed and fully understands that the benefit being transferred from a home Internet plan to our mobile Internet plan will cause their home Internet plan to rise in price (as they are losing the benefit being applied on their home Internet plan).

### **Telephone Consumer Protection Act ("TCPA")**

To ensure that consumer inquiries are handled with the utmost professionalism, we and our affiliates, agents, assigns, and service providers monitor and record all calls between you and us or any of our affiliates, agents, assigns, and service providers in order to improve our service to you. You agree to be monitored and recorded. You agree that Sequoia Wireless may from time to time contact you by phone calls and/or text messages at any telephone number linked with your account, including wireless telephone numbers, which may incur fees (but not from Sequoia Wireless).

By using this website, you agree and accept that Sequoia Wireless may from time to time send you emails, phone calls, and/or text messages to any email addresses and/or telephone numbers connected with your account, including your home, work, and wireless telephone number, for which you may incur fees. This includes, but is not limited to, the use of prerecorded/artificial voice messages and/or an automated telephone dialing system to contact you. You also agree that Sequoia Wireless may send you emails to any email address you supply or use other electronic forms of contact to the extent authorized by law. Consent may be withdrawn at any moment and by any acceptable method such as sending us an email at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com).



# **Attachment K**

**Submitted FCC Lifeline Compliance Plan**



Join LifeLine, LLC  
29034 Westbourne CT  
Hayward, CA 94544-6345

510.342.6503  
admin@sequoiawireless.com  
www.sequoiawireless.com

October 9, 2023

**Via ECFS**

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

Re: Join LifeLine, LLC Amended Compliance Plan, WC Docket Nos. 09-197, 11-42

Dear Ms. Dortch:

Join LifeLine, LLC, dba Sequoia Wireless ("Sequoia" or the "Company") hereby submits its Amended Compliance Plan to address the serious concern raised by the Commission on the submitted DBA names and their potential for creating consumer confusion. The attached version of the Amended Compliance Plan makes the following revisions to the version filed on August 14, 2023, to address the serious concern:

1. Removed dba "Join ACP" and removed dba "Join LifeLine Wireless".
2. Introduced dba "Sequoia Wireless" to offer LifeLine service exclusively under this brand designation.

The Company respectfully requests that the Commission expeditiously review and approve its Compliance Plan and grant forbearance from the facilities' requirement pursuant to the Lifeline Reform Order. If there are any questions regarding this submission, please call Indy Nelson at 510-342-6503 or via email at [indy@sequoiawireless.com](mailto:indy@sequoiawireless.com).

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Indy".

**Indy Nelson, MBA**  
CEO AND PRODUCT ARCHITECT  
JOIN LIFELINE, LLC

29034 WESTBOURNE CT  
HAYWARD, CA 94544-6345  
CELL: (510) 342-6503  
EMAIL: [INDY@SEQUOIAWIRELESS.COM](mailto:INDY@SEQUOIAWIRELESS.COM)

**BEFORE THE  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of  Telecommunications Carriers Eligible to Receive Universal Service Support  Lifeline and Link Up Reform and Modernization  Join LifeLine, LLC	WC Docket No. 09-197  WC Docket No. 11-42
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**SUBMISSION OF REVISED COMPLIANCE PLAN OF JOIN LIFELINE, LLC**

Join LifeLine, LLC d/b/a Sequoia Wireless (“Sequoia” or the “Company”), hereby respectfully submits and requests that the Federal Communications Commission (“Commission” or “FCC”) expeditiously review and approve its Revised Compliance Plan outlining the measures the Company will take to comply with the 2012 Lifeline Reform Order<sup>1</sup>, as well as the Order on Reconsideration and Third Report and Order<sup>2</sup>. Sequoia also requests to be granted from the Commission forbearance from the facilities' requirement pursuant to the 2012 Lifeline Reform Order.

The Company understands that any carrier that seeks to provide Lifeline service to

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<sup>1</sup> 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) (“2012 Lifeline Reform Order”). The Company herein submits the information required by the Compliance Plan Public Notice. See Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the 2012 Lifeline Reform Order, WC Docket Nos. 09-197, 11-42, Public Notice, DA 12-314 (rel. Feb. 29, 2012) (“Compliance Plan Public Notice”).

<sup>2</sup> See Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund, WC Docket Nos. 11-42, 09-197, 10-90, Second Further Notice of Proposed Rulemaking, Order on Reconsideration, Second Report and Order, and Memorandum Opinion and Order, FCC 15-71, ¶ 249 (rel. June 22, 2015) (“Order on Reconsideration”). See In the Matter of Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, Connect America Fund, WC Docket No. 11-42, WC Docket No. 00-197, WC Docket No. 10-90, Third Report and Order, Further Report and Order, and Order on Reconsideration, FCC 16-38 (rel. Apr. 27, 2016) (“Third Report and Order”).

eligible consumers must be designated as an Eligible Telecommunications Carrier (“ETC”) by the states or territories in which it is providing service or by the Commission<sup>3</sup>, and as such, Sequoia has submitted for authorization to the California Public Utilities Commission (“CPUC”) our request for designation as an ETC on July 18, 2023, submitted as Advice Letter 4 (“AL 4”). Section 214(e)(1)(A) of the Communications Act of 1934, as amended (“Act”) provides that in order to be designated as an ETC, a carrier must “offer the services that are supported by Federal universal service support mechanisms...either using its own facilities or a combination of its own facilities and resale of another carrier’s services ....”<sup>4</sup>. The FCC amended its rules to define voice telephony as the supported service, removed directory assistance and operator services, among other things, from the list of supported services, and eliminated separate support for toll limitation service.<sup>5</sup>

In the past, the FCC has granted forbearance from the facilities' requirement to carriers seeking to provide Lifeline services on a case-by-case basis<sup>6</sup>. In the 2012 Lifeline Reform Order, the Commission found that blanket forbearance of the facilities requirement, subject to certain public safety and compliance obligations, is appropriate for carriers seeking to provide Lifeline-only service.<sup>7</sup> Sequoia seeks to provide Lifeline-only service and does not seek high-cost support. In that Order, the Commission granted forbearance from the Act’s facilities requirement

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<sup>3</sup> See 47 U.S.C. § 254(e) (providing that only ETCs designated pursuant to section 214(e) are eligible for universal service support).

<sup>4</sup> See 47 U.S.C. § 214(e)(1)(A).

<sup>5</sup> See *Connect America Fund et al.*, WC Dkt. No. 10-90 et al. Report and Order and Further Notice of Proposed Rulemaking, para. 77-78, 80 (rel. Nov. 18, 2011) (USF/ICC Transformation Order and FNPRM); *Connect America Fund et al.*, WC Dkt. No. 10-90 et al. Order on Reconsideration, FCC 11-189, (rel. Dec. 23, 2011)(USF/ICC Transformation Order on Reconsideration).

<sup>6</sup> See Federal-State Joint Board on Universal Service; Telecommunications Carriers Eligible for Universal Service Support; i-wireless Petition for Forbearance from 47 U.S.C. § 214(e)(1)(A), CC Dkt No. 96-45 et al., WC Dkt No. 09-197, Order, 25 FCC Rcd 8784 (2010) (i-wireless Forbearance Order); Telecommunications Carriers Eligible for Universal Service Support; Virgin Mobile USA, L.P. Petitions for Designation as an Eligible Telecommunications Carrier in the State of Alabama et al., WC Dkt No. 09-197, Order, 25 FCC Rcd 17797 (2010) (Virgin Mobile 2010 ETC Order); Virgin Mobile USA, L.P. Petition for Forbearance from 47 U.S.C. § 214(e)(1)(A) et al., CC Dkt No. 96-45, Order, 24 FCC Rcd 3381 (2009) (Virgin Mobile Forbearance Order); Federal-State Joint Board on Universal Service; Petition of TracFone Wireless, Inc. for Forbearance, CC Dkt No. 96-45, Order, 20 FCC Rcd 15095 (2005) (TracFone Forbearance Order). These carriers are not eligible to receive high-cost support.

<sup>7</sup> See 2012 Lifeline Reform Order, FCC 12-11 at paras. 368-381.

to all telecommunications carriers seeking Lifeline-only ETC designation, subject to the following conditions: (1) compliance with certain 911 and enhanced 911 (E911) public safety requirements; and (2) Bureau approval of a compliance plan providing specific information regarding the carrier and its service offerings and outlining the measures the carrier will take to implement the obligations contained in the Order<sup>8</sup>.

Sequoia applauds the Commission's dedication to a nationwide communications system that promotes the safety and well-being of all Americans, including Lifeline subscribers. Sequoia satisfies the required 911 and enhanced 911 ("E911") public safety requirements outlined below and qualifies for blanket forbearance from the facilities requirement of section 214(e)(1)(A) of the Communications Act in order to participate as an ETC in the Lifeline program<sup>9</sup>. Sequoia's Compliance Plan conforms to the Public Notice issued by the Bureau on February 29, 2012, as DA 12-314<sup>10</sup>, which summarizes the key elements of a compliance plan in order to provide guidance to Lifeline-only carriers seeking to avail themselves of the Commission's conditional grant of forbearance from the facilities requirement. Sequoia understands that as a non-facilities-based carrier seeking a new Lifeline-only ETC designation with the CPUC, Sequoia must file a compliance plan (herein) with the Bureau<sup>11</sup>.

Sequoia understands that as a non-facilities-based carrier designated after December 29, 2011, which if approved by CPUC would include Sequoia, will not be eligible to receive universal service support for Lifeline services in California until the Bureau approves Sequoia's compliance plan. Sequoia requests FCC approval of this Compliance Plan to ensure that our

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<sup>8</sup> See 2012 Lifeline Reform Order, FCC 12-11 at paras. 373 and 389.

<sup>9</sup> See 2012 Lifeline Reform Order ¶ 368

<sup>10</sup> See Wireline Competition Bureau Provides Guidance For the Submission of Compliance Plans Pursuant to the 2012 Lifeline Reform Order, FCC DA 12-314, February 29, 2012.

<sup>11</sup> See 47 C.F.R. § 54.101(a); 2012 Lifeline Reform Order, FCC 12-11 at paras. 366-67, 380, n. 1000 (detailing the obligations of existing Lifeline-only ETCs that no longer meet the requirements of section 214(e)(1)(A) to submit and obtain approval of compliance plans).

service and customer acquisition process meets the Lifeline rules, so if approved by the CPUC for ETC designation, Sequoia would be authorized to begin receiving universal service support for Lifeline services in California without delay.

Sequoia conforms with all requirements outlined in the 2012 Lifeline Reform Order and Third Report and Order, as well as the Commission's Lifeline rules and policies more generally, and commits to update, when necessary, to reflect Commission changes to the applicable Lifeline program rules. This Compliance Plan explains the precise steps adopted by the Company to attain these goals. Specifically, this Compliance Plan: (1) describes in detail the measures Sequoia takes to implement the obligations contained in the 2012 Lifeline Reform Order and Third Report and Order, including (a) the procedures Sequoia follows in enrolling a subscriber in Lifeline and submitting reimbursement for that subscriber from the Low Income Fund, and (b) materials related to initial and ongoing certifications and sample marketing materials; and (2) provides a detailed description of how Sequoia offers Lifeline services, the geographic areas in which it offers services, and a detailed description of the Company's Lifeline service plan offerings.

#### **Compliance with Certain 911 and enhanced 911 (E911) public safety requirements<sup>12</sup>**

Pursuant to the 2012 Lifeline Reform Order, forbearance is conditioned upon the Company: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its wireless Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of wireless Lifeline-eligible subscribers who obtain Lifeline-supported

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<sup>12</sup> See Wireline Competition Bureau Provides Guidance for the Submission of Compliance Plans Pursuant to the 2012 Lifeline Reform Order, FCC DA 12-314, February 29, 2012.

services<sup>13</sup>.

The Company will provide its wireless Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and subscribers are assured that Sequoia subscribers will have available access to emergency calling services at the time that Lifeline voice telephony service is initiated and that such 911 and E911 access will be available from Sequoia handsets, even if the account associated with the handset has no minutes remaining<sup>14</sup>.

Sequoia provides access to 911 and E911 services for all subscribers. Sequoia uses T-Mobile as its underlying carrier and uses T-Mobile to route 911 calls from the Company's subscribers. To the extent that Sequoia's Underlying Carrier is certified in a given Public Safety Answering Point ("PSAP") territory, this 911 capability will function the same for Sequoia. Sequoia also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended or has any remaining minutes<sup>15</sup>.

**E911-Compliant Handsets.** Sequoia's handsets used in connection with the wireless Lifeline service offering are 911 and E911-compliant. Sequoia only uses phones that have passed stringent certification processes, which ensures that all handset models meet all 911 and E911 requirements. Any wireless subscriber that qualifies for and elects Lifeline service will have a 911/E911-compliant handset, which is confirmed at the time of enrollment in the Lifeline program. As Sequoia offers handsets for use with its Lifeline service, all subscribers that qualify for and enroll in Sequoia's Lifeline voice telephony service are assured of receiving a 911/E911-compliant handset.

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<sup>13</sup> See 2012 Lifeline Reform Order ¶ 373

<sup>14</sup> Sequoia voice telephony service plans provide unlimited minutes on all plans.

To further obtain the benefits of a modernized Lifeline program, the Commission’s Third Report and Order also set forth the requirement that Lifeline providers providing both mobile broadband services and devices to their consumers provide handset devices that are Wi-Fi enabled<sup>15</sup>. The Commission further requires such providers to offer the choice to Lifeline customers of devices that are equipped with hotspot functionality<sup>16</sup>. To the extent Sequoia offers devices for use with its Lifeline-supported broadband service, the Company commits to providing devices that meet the equipment requirements pursuant to 47 C.F.R. § 54.408(f).

## **COMPLIANCE PLAN**

### **1) Information about the carrier and the Lifeline plans it intends to offer:**

#### **a) names and identifiers used by the carrier, its holding company, operating company, and all affiliates<sup>17</sup>.**

Join LifeLine, LLC d/b/a Sequoia Wireless (“Sequoia” or the “Company”) is a California limited liability company and wireless reseller that is authorized to provide telecommunications services in California and has reapplied to become a participating provider in the Affordable Connectivity Program (“ACP”).

#### **b) detailed information demonstrating that the carrier is financially and technically capable of providing the supported Lifeline service in compliance with the Commission’s rules<sup>18</sup>.**

The FCC’s rules require that a carrier must demonstrate that it is financially and technically capable of providing the Lifeline service. The Commission has stated the “relevant considerations” for demonstrating that a carrier is financially and technically capable would be whether the carrier previously offered services to non-Lifeline

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<sup>15</sup> See Third Report and Order at ¶ 366.

<sup>16</sup> See id. The Third Report and Order clarifies that the requirement to provide Wi-Fi-enabled handsets does not apply to devices provided prior to the effective date of the rule (December 2, 2016).

<sup>17</sup> See id. at para. 390; 47 C.F.R. § 54.222.

<sup>18</sup> See 2012 Lifeline Reform Order, FCC 12-11 at paras. 387-88; 47 C.F.R. § 54.202(a)(4).



consumers, how long the carrier has been in business, whether the carrier intends to rely exclusively on universal service fund disbursements to operate, whether the carrier receives funds from other sources, and whether the carrier has been subject to enforcement action or ETC revocation proceedings in other states.

**Financially Capable** – A) Intends to rely exclusively on USF disbursements to operate: Sequoia does intend to rely exclusively on USF disbursements to operate. With Lifeline-only ETC and California LifeLine Wireless Service Provider, we would have licenses to collect support from two separate funding sources: federal Universal Service Funds (“USF”) supports federal Lifeline support and federal Enhanced Lifeline service on tribal lands while the Universal LifeLine Telephone Service Trust Administrative Committee Fund (“ULTSTACF”) supports California LifeLine Wireless service. We assert that as support is funded through two separate funding sources, this would mean we would not intend to rely exclusively on USF disbursements to operate; B) Receives or will receive revenue from other sources: We intend to offer accessories and gadgets as value adds to customers, will offer Top-Up plans at \$5/GB, and are designing a device buyback program to offer secondary market device purchases from both our customers and those of the open market, which we would refurbish and offer to our customers through an upgrade program. We also are also working on a revenue stream model to pre-app download onto devices we provide to our customers; C) Whether it has been subject to enforcement action or ETC revocation proceedings in any state: Sequoia has not been subject to enforcement action or ETC revocation proceedings in any state nor is any case pending.

**Technically Feasible** – A) Previously offered services to non-Lifeline consumers: Sequoia is about to begin a 28-day canvassing campaign, in Palm Springs

which we will contact all 4,918 households by way of 179 block grids that have each been assigned an order and scheduled to a day (i.e., between day-1 and day-28). All of this data will be uploaded on our cloud-based grid-mapping software, which will be used to identify the correct address to make contact with either through a pitch (when someone is home) or by leaving a door hanger for those, not home. The result of each touchpoint is then entered into the mapping software, thus tracking the progress and recording the outcome of each household throughout the route. After each block grid is complete, we will compile the results and determine if further action is needed in the block grid; B) How long it has been in business: The Company was incorporated in California and received our license to operate as a wireless service provider in 2023; C) Has made a business case to serve a certain market in a state prior to receiving federal Lifeline subsidies: Sequoia has developed a business case for underserved tribal households starting out by covering five tribes in southern California (Agua Caliente Indian Reservation, Morongo Reservation, Pala Reservation, San Pasqual Reservation, Torres-Martinez Reservation) covering 16,838 occupied households and broken out into multiple phases. According to data from the federal Lifeline program, Tribal subscribers totaled 168 in California as of April 1, 2023, providing the idle opportunity with a defined certain market; D) Can show that technical resources capable of meeting the needs of a proposed system can be acquired by the operator in required time and has technical knowledge, equipment, material, and resources available in the marketplace are expected to be sufficient to develop and implement Lifeline service: Telgoo5 provides the technical expertise to properly integrate, configure and provision our Core Systems comprised of Business Support System (“BSS”), Operations Support System (“OSS”), and NSS. Telgoo5 would be our Service Provider to integrate with the California LifeLine Administrator’s systems and ensure the provisioning process is consistent with and in

compliance with the enrollment process, validation checks, transmission requirements, and efforts to prevent waste, fraud, and abuse and would integrate with the and Lifeline Claims System (“LCS”) for federal Lifeline fund claims. Through this, we have access to a Scrum Team to provide additional technical resources as needed. During the ETC review process, Sequoia will actively be engaged in provisioning new subscribers in California with ACP service, which would demonstrate accomplishment of providing successful service as evidenced by success under the ACP program.

**c) detailed information, including geographic locations, of the carrier’s current service offerings if the carrier currently offers service<sup>19</sup>.**

Sequoia currently only offers prepaid wireless services in the State of California.

**d) the terms and conditions of each Lifeline service plan offering, including rates, the number of minutes provided, and additional charges, if any, for toll calls<sup>20</sup>.**

Sequoia proposes to offer six plans in the State of California whereby all six plans would seek federal Lifeline Support.

Sequoia proposes that when ACP expires, Sequoia subscribers enrolled in our “California LifeLine / ACP Bundled Standard Plan [Non-Tribal]” plan would be moved to our “California LifeLine Bundled Standard Plan [Non-Tribal]”; our “Federal Lifeline / ACP Broadband Only Plan [Tribal]” would be moved to our “Federal Lifeline Broadband Only Plan [Tribal]”; our “California LifeLine / ACP Bundled Standard Plan [Tribal]” would be moved to our “California LifeLine Bundled Standard Plan [Tribal]”.

Federal Lifeline terms are included in the California LifeLine Terms and Conditions (shown in Attachment A), with the Schedule of Rates and Charges for each plan shown in Attachment B.

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<sup>19</sup> See 2012 Lifeline Reform Order, FCC 12-11 at para. 379.

<sup>20</sup> See 2012 Lifeline Reform Order, FCC 12-11 at para. 390; 47 C.F.R. § 54.202.

**1. Standard Plan – California LifeLine / ACP [Non-Tribal] Unlimited Talk, Text & 6 GB for \$0 per month (free handset) Retail Price: \$39.25.**

⇒ Refer to Attachment A for California LifeLine Terms and Conditions.

⇒ Refer to Attachment B-1 for the Schedule of Rates and Charges.

**2. Standard Plan – California LifeLine [Non-Tribal] Unlimited Talk, Text & 6 GB for \$0 per month (free handset) Retail Price: \$39.25.**

⇒ Refer to Attachment A for California LifeLine Terms and Conditions.

⇒ Refer to Attachment B-2 for the Schedule of Rates and Charges.

**3. Broadband Only – Federal Lifeline / ACP [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month Retail Price: \$109.25.**

⇒ Refer to Attachment A for California LifeLine Terms and Conditions. (Federal Lifeline terms are included in the California LifeLine Terms and Conditions, however, for this plan, only Federal Lifeline terms and conditions are applicable as this plan does not seek California LifeLine support).

⇒ Refer to Attachment B-3 for the Schedule of Rates and Charges.

**4. Broadband Only – Federal Lifeline [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month (free tablet) Retail Price: \$109.25.**

⇒ Refer to Attachment A for California LifeLine Terms and Conditions (Federal Lifeline terms are included in the California LifeLine Terms and Conditions, however, for this plan, only Federal Lifeline terms and conditions are applicable as this plan does not seek California LifeLine support).

⇒ Refer to Attachment B-4 for the Schedule of Rates and Charges.

**5. Standard Plan – California LifeLine / ACP [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month (free handset) Retail Price: \$109.25.**

⇒ Refer to Attachment A for California LifeLine Terms and Conditions.

⇒ Refer to Attachment B-5 for the Schedule of Rates and Charges.

**6. Standard Plan – California LifeLine [Tribal] Unlimited Talk, Text & 12 GB for \$0 per month (free handset) Retail Price: \$109.25.**

⇒ Refer to Attachment A for California LifeLine Terms and Conditions.

⇒ Refer to Attachment B-6 for the Schedule of Rates and Charges.

**e) all other certifications required under newly amended section 54.202 of the Commission’s rules<sup>21</sup>.**

Commission Rule 54.202 requires a common carrier seeking ETC designation to make certain certifications, and the Commission has requested such certifications be included in the compliance plan. Specifically, Rule 54.202 requires:

**1. certification that the carrier will comply with the service requirements applicable to the support it receives<sup>22</sup>.**

Sequoia certifies that it complies with the service requirements applicable to Lifeline support. Eligible voice telephony services must provide voice grade access to the public switched telephone network (“PSTN”) or its functional equivalent, minutes of use for local service provided at no additional charge, access to emergency 911 and enhanced 911 service in locations where implemented, and for qualifying low-income

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<sup>21</sup> See 47 C.F.R. § 54.202.

<sup>22</sup> 47 C.F.R. § 54.202(a)(1)(i).

consumers, toll limitation service<sup>23</sup>. Eligible broadband Internet access services must provide the capability to transmit and receive data by wire or radio from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up service.

Sequoia's Lifeline offering provides voice-grade access to the PSTN and includes unlimited nationwide calling. In addition, Sequoia's Lifeline offering provides consumers with access to 911 and enhanced 911 to the extent local governments have implemented such services. With respect to toll limitation service, the Commission eliminated the requirement to provide toll limitation services if the Lifeline offering provides a set number of minutes that do not distinguish between toll and non-toll calls<sup>24</sup>. As Sequoia does not distinguish between local and long-distance calling and offers unlimited nationwide voice calling as part of all plans that include voice telephony services, Sequoia is not required to provide toll limitation service in connection with its Lifeline service offering. In addition, Sequoia's Lifeline service offering allows consumers to transmit data to and receive data from all or substantially all Internet endpoints, and meets the minimum service standards for broadband Internet access service required by Commission rules<sup>25</sup>.

**2. submission of a five-year plan for proposed improvements or upgrades to the carrier's network unless the carrier seeks Lifeline support only<sup>26</sup>.**

As Sequoia would provide Lifeline service only, a five-year plan is no longer

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<sup>23</sup> 47 C.F.R. § 54.101(a)(1).

<sup>24</sup> See 2012 Lifeline Reform Order ¶ 49.

<sup>25</sup> See 47 C.F.R. § 54.408(b). The current minimum service standards for mobile broadband is speed 3G or better and usage of 4.5 GB per month.

<sup>26</sup> See 47 C.F.R. § 54.202(a)(1)(ii).

required for carriers offering Lifeline service only<sup>27</sup>.

- 3. demonstration of the carrier's 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<sup>28</sup>.**

Sequoia's services will remain functional in emergency situations. The Company will utilize the extensive and well-established T-Mobile network to provide Sequoia's services. The Company believes that the network of this national carrier is capable of managing traffic spikes that may occur during emergency situations and can reroute traffic in the event of damaged facilities. The Company also understands that T-Mobile has sufficient backup power to ensure functionality if its external power supply is unavailable. T-Mobile will provide the same functionality to Sequoia and its customers as it provides to its own customers.

- 4. demonstration the carrier will satisfy applicable consumer protection and service quality standards<sup>29</sup>.**

The commission requires a wireless ETC to certify that it is complying with all applicable service quality standards and consumer protection rules, e.g., the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service ("CTIA Consumer Code"). Sequoia complies with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless Service to satisfy this requirement as permitted by the Commission's rules and hereby certifies to comply with the service requirements applicable to the support that Sequoia receives.

- 5. demonstration the carrier is financially and technically capable of providing**

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<sup>27</sup> See 2012 Lifeline Reform Order ¶ 386.

<sup>28</sup> See 47 C.F.R. § 54.202(a)(2).

<sup>29</sup> See 47 C.F.R. § 54.202(a)(3).

**Lifeline service in compliance with the Commission's rules<sup>30</sup>.**

Sequoia is financially and technically capable of providing Lifeline service in compliance with the Commission's rules as explained in section 1(b) above.

**6. submission of information describing the terms and conditions of the voice telephony plans offered to Lifeline subscribers<sup>31</sup> and submission of information describing the terms and conditions of broadband Internet access service plans offered to Lifeline subscribers<sup>32</sup>.**

Information regarding Sequoia's Lifeline service plan is set forth in section 1(d) above and is included in Attachment A for California LifeLine Terms and Conditions (which includes Federal Lifeline terms) and Attachment B for the Schedule of Rates and Charges for each plan. Commission rules also allow a carrier to provide a link to a public website outlining the Lifeline service plan<sup>33</sup>. Information regarding Sequoia's Lifeline service plans would also be available on the Company website at [www.sequoiawireless.com/caterms](http://www.sequoiawireless.com/caterms).

**2) A detailed explanation of how the carrier will comply with the Commission's new rules relating to determinations of subscriber eligibility for Lifeline services, including all of the consumer eligibility, consumer enrollment, and re-certification procedures, as required by Section VI and Appendix C of the Lifeline Reform Order, and a copy of the carrier's certification form<sup>34</sup>.**

**Consumer Eligibility.** Sequoia relies on the National Verifier and NLAD (except in California where the Company follows state requirements) to determine an applicant's eligibility for Lifeline service. Eligible customers can enroll in Sequoia's Lifeline service in-person with field representatives, apply electronically on the Company's website, or through live agents at the company's call center. Customers may also apply directly with the National Verifier online or by mail. Regardless of enrollment method, Sequoia relies upon the

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<sup>30</sup> See 47 C.F.R. § 54.202(a)(4).

<sup>31</sup> See 47 C.F.R. § 54.202(a)(5).

<sup>32</sup> See 47 C.F.R. § 54.202(a)(6).

<sup>33</sup> See 47 C.F.R. § 54.202(5), (6).

<sup>34</sup> See 2012 Lifeline Reform Order, FCC 12-11 at paras. 60-178, Appendix C; 47 C.F.R. § 54.410.



National Verifier for the determination of consumer eligibility for Lifeline.

Sequoia uses a web-based electronic Lifeline enrollment application (“ECP”) for all Lifeline customer enrollments. Applications are processed using Telgoo5, which works in conjunction with the National Verifier and NLAD. The ECP works on a tablet or computer in tandem with the National Verifier Service Provider portal to provide the required disclosures and collect applicant information, identity documentation, and proof of eligibility, all of which is uploaded to the National Verifier for eligibility determination and NLAD duplicate check. Each prospective customer is checked against the NLAD to ensure that the applicant does not already receive Lifeline service before the customer is enrolled. Upon approval in a state, Sequoia provides an approved Zip Code list to Telgoo5. This list is loaded into the ECP to ensure all prospective subscribers reside within Sequoia’s approved service area as designated by the state commission or the FCC.

When in-person, Sequoia requires all prospective customers to provide a copy of their valid government-issued identification<sup>35</sup>. Customers that enroll electronically will use the National Verifier consumer portal to submit their Lifeline application, eligibility proof and copy of government-issued identification directly to the National Verifier, or customers may submit such documentation directly to the National Verifier by mail. Sequoia collects, reviews, and maintains eligibility documentation in NLAD-opt-out states (such as California).

Sequoia has implemented detailed policies and procedures to ensure its Lifeline customers are eligible to receive Lifeline service under the Commission’s rules. Sequoia does not provide Lifeline service to any consumer until Sequoia has confirmed the consumer meets the eligibility requirements established by the Commission for receipt of Lifeline

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<sup>35</sup> Any identification documentation collected, including documentation used in NLAD processes to verify identity are now retained pursuant to the Order on Reconsideration. See Order on Reconsideration ¶ 224.

services<sup>36</sup>.

Particularly, a consumer must meet one of the following requirements to be eligible for Lifeline service: (1) the consumer's household income is at or below 135% of the Federal Poverty Guidelines currently in effect for a household of that size, or (2) the consumer (or the consumer's dependents or household) receives benefits from certain federal assistance programs<sup>37</sup>. Sequoia relies on the Lifeline National Verifier<sup>38</sup> for establishing a prospective customer's eligibility for Lifeline service<sup>39</sup>. In addition, through the certification requirements described below and the use of the National Lifeline Accountability Database, the Company confirms 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.

**Consumer Enrollment.** Prospective Lifeline customers can contact Sequoia via its website ([www.sequoiawireless.com](http://www.sequoiawireless.com)), email at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com), an authorized Sequoia agent via a street team, toll-free customer service number, or a third-party affiliate (such as a County Agency or Non-Profit that has a contractual relationship with the Company) to start the process of receiving Lifeline services from Sequoia. Sequoia relies on the USAC-standard application and certification form, and thus Sequoia's processes comply with Commission rules for subscriber eligibility determinations and certifications<sup>40</sup>.

If the customer has not pre-qualified via the Lifeline National Verifier, Sequoia first directs the consumer to the Lifeline National Verifier so the customer can confirm their

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<sup>36</sup> See 47 C.F.R. § 54.409.

<sup>37</sup> See 47 C.F.R. § 54.409(a). Sequoia also complies with any state-specific eligibility requirements applicable as part of the California LifeLine Program.

<sup>38</sup> The National Verifier is fully operational, except in NLAD Opt-out states where it is undergoing a modified launch (see Wireline Competition Bureau Announces the Next National Lifeline Eligibility Verifier Launch in Three States, WC Docket No. 11-42, Public Notice, DA 19-1290 (Released Dec. 18, 2019). In these states, Sequoia will rely upon the National Verifier in conjunction with the state administrator (together, the "National Verifier") for eligibility determination.

<sup>39</sup> The Lifeline National Verifier also collects any needed documentation from the prospective customer.

<sup>40</sup> See 47 C.F.R. § 54.410. Sequoia representatives also orally explain the application and certification form to potential Lifeline customers if they choose to enroll over the phone.

eligibility for Lifeline service and obtain an approved application ID from the Lifeline National Verifier.

Once the customer's eligibility has been confirmed by the Lifeline National Verifier, and the customer has obtained an approved application ID, Sequoia takes additional steps to prevent duplicate Lifeline subsidies. First, Sequoia reviews its own service records to ensure the potential customer is not currently receiving Lifeline service from Sequoia. Second, Sequoia checks the National Lifeline Accountability Database (NLAD) to ensure the potential customer is not currently receiving a Lifeline service from any other carrier<sup>41</sup>.

When applicable, Sequoia requires the prospective customer to complete the Independent Economic Household Worksheet ("IEH Worksheet") via the Lifeline National Verifier. This USAC-developed form contains the following: (1) an explanation of the Commission's one-per-household rule; (2) a check box that an applicant can mark to indicate that he or she lives at an address occupied by multiple households; (3) a space for the applicant to certify that he or she shares an address with other adults who do not contribute income to the applicant's household and share in the household's expenses or benefit from the applicant's income, pursuant to the Commission's definition; and (4) the penalty for a consumer's failure to make the one-per-household certification when required.

Once Sequoia has confirmed there is no duplicate service, Sequoia enrolls the customer in the Lifeline program using NLAD's real-time interface (API), and submits all required information regarding the customer to NLAD<sup>42</sup>. Sequoia does not enroll or claim reimbursement for a prospective customer if NLAD or the Lifeline National Verifier cannot

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<sup>41</sup> Sequoia also commits to promptly investigate any notification it receives from a state, the Commission, or USAC that one of its Lifeline customers is improperly receiving service.

<sup>42</sup> Sequoia updates each subscriber's information in NLAD within ten (10) business days of any change, except for de-enrollment, which is updated within one (1) business day. *See* 47 C.F.R. § 54.404(b)(8), (10).

verify the identity of the prospective customer or the prospective customer's status as non-deceased.<sup>43</sup>

All Sequoia representatives involved in the Lifeline enrollment process (both in-house and third-party) are required to take a training course regarding the Commission's Lifeline rules and to be registered with USAC prior to enrolling any customer in NLAD<sup>44</sup>. Sequoia also conducts periodic audits and random checks of its Lifeline representatives to ensure compliance with Commission rules. Sequoia does not offer or provide any commission or other compensation to enrollment representatives that is based on the number of consumers that apply for or are enrolled in the Lifeline program<sup>45</sup>.

**Subscriber Certifications for Enrollment** Sequoia has implemented certification policies and procedures that enable consumers to demonstrate their eligibility for Lifeline assistance in compliance with 47 C.F.R. § 54.410(a). The Company shares the Commission's concern about abuse of the Lifeline program and is thus committed to the safeguards stated herein, with the belief that these procedures will prevent the Company's customers from engaging in such abuse of the program, inadvertently or intentionally. Every applicant will be required to complete the universal or National Verifier Lifeline application forms required by FCC rules ("Universal Forms"), and thus Sequoia complies with the disclosure and information collection requirements in 47 C.F.R. § 54.410(d)<sup>46</sup>. The Universal Forms, whether online or in paper format, indicate qualifying programs as well as a breakdown of income eligibility based upon the Federal Poverty Guidelines by household size. When

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<sup>43</sup> See 47 C.F.R. § 54.404(b).

<sup>44</sup> See 47 C.F.R. § 54.406. Sequoia also requires its representatives to engage in routine, ongoing training regarding Commission compliance requirements for Lifeline services.

<sup>45</sup> See 47 C.F.R. § 54.406(b).

<sup>46</sup> See FCC Wireline Competition Bureau Provides Guidance on Universal Forms for the Lifeline Program, WC Docket No. 11-42, Public Notice, DA 18-161 (rel. Feb. 20, 2018). The standard application/certification forms are available on USAC's website (See USAC, Lifeline Forms, [www.usac.org/lifeline/additional-requirements/forms/](http://www.usac.org/lifeline/additional-requirements/forms/)). See Compliance Plan Public Notice at 3.

enrolling with Sequoia's assistance via the service provider portal, Company personnel will orally explain the certifications to consumers<sup>47</sup>.

**Disclosures.** The Universal Forms include the following disclosures, which the Company also includes on its website or electronic application platform: (1) Lifeline is a federal benefit and willfully making false statements to obtain the benefit can result in fines, imprisonment, de-enrollment or being barred from the program; (2) only one Lifeline service is available 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; (4) a household is not permitted to receive Lifeline benefits from multiple providers; (5) violation of the one-per-household limitation constitutes a violation of the Commission's rules and will result in the applicant's de-enrollment from the program; and (6) Lifeline is a non-transferable benefit and the applicant may not transfer his or her benefit to any other person<sup>48</sup>. The Universal Forms further collect the information and certifications required by 47 C.F.R. §§ 54.410(d)(2)-(3) and require the applicant to consent to the transmission of the subscriber's information to the Administrator to ensure the proper administration of the Lifeline program<sup>49</sup>.

**Annual Verification.** Sequoia's systems are capable of tracking and flagging the anniversary of a Lifeline customer's start date. Sequoia uses the anniversary date to ensure its Lifeline customers re-certify their eligibility to participate in the Lifeline program once a year. Sequoia's Lifeline customers are re-certified within 12 months after the subscriber's service initiation date and within every 12 months thereafter by the Lifeline National Verifier

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<sup>47</sup> See 2012 Lifeline Reform Order ¶ 123.

<sup>48</sup> See id. ¶ 121; 47 C.F.R. § 54.410(d)(1).

<sup>49</sup> See 47 C.F.R. § 54.404(b)(9). The application/certification form will also describe the information that will be transmitted, that the information is being transmitted to USAC to ensure the proper administration of the Lifeline program and that failure to provide consent will result in the applicant being denied the Lifeline service. See 47 C.F.R. § 54.404(b)(9).

as required under Commission rules<sup>50</sup>. The Company follows prescribed modified processes in NLAD opt-out states such as California. The annual re-certification materials inform the subscriber it is being contacted to re-certify continuing eligibility for Lifeline, and if the subscriber fails to respond, it will be de-enrolled from the program as discussed below.

The National Verifier is responsible for annually confirming a subscriber's current eligibility to receive Lifeline by querying the appropriate income or eligibility databases, or contacting subscribers as needed to obtain a signed certification from the subscriber on a form that meets the certification requirements in section 54.410(d). The National Verifier is responsible for sending a notice to the subscriber explaining that failure to respond to the re-certification request within sixty (60) days will result in the subscriber's de-enrollment from the Lifeline program. If Sequoia is notified by the National Verifier that it is unable to re-certify a subscriber, Sequoia will comply with the de-enrollment requirements provided for in 47 C.F.R. §54.405(e)(4)<sup>51</sup>.

**Activation and Usage.** Once all eligibility determinations and documentation requirements are complete, Sequoia either ships the handset to the customer at the address listed on the enrollment form or provides the handset to the customer during an in-person enrollment depending on handset availability. Sequoia requires the customer to take affirmative steps to “personally activate” the service by requiring the customer to either activate the service or complete an outgoing call pursuant to the 2012 Lifeline Reform Order

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<sup>50</sup> See 47 C.F.R. § 54.410(f).

<sup>51</sup> Sequoia may send messages to its customers, as permitted by National Verifier recertification processes, to educate them regarding the annual recertification process and requirement, as contemplated by the 2012 Lifeline Reform Order. This type of educational recertification message is consistent with the 2012 Lifeline Reform Order, which states that “ETCs and states may also choose to notify subscribers about the re-certification requirements in their Lifeline outreach materials. By taking these actions, ETCs and states will ensure that consumers are aware of the importance of responding to re-certification efforts, and that they are not inadvertently disconnected due to a lack of understanding of program rules.” 2012 Lifeline Reform Order ¶ 145.

¶ 260<sup>52</sup>. If service is not initiated, Sequoia does not consider the consumer to be enrolled in the Lifeline program, and Sequoia does not request Lifeline reimbursement until the subscriber personally activates its service<sup>53</sup>. After service activation, Sequoia does not seek reimbursement for any Lifeline subscriber who has not used the service consistent with Commission usage requirements<sup>54</sup>.

**3) A detailed explanation of how the carrier will comply with the forbearance conditions relating to public safety and 911/E-911 access<sup>55</sup>.**

Pursuant to the 2012 Lifeline Reform Order, forbearance is conditioned upon the Company: (1) providing its Lifeline subscribers with 911 and E911 access, regardless of activation status and availability of minutes; and (2) providing its wireless Lifeline subscribers with E911-compliant handsets and replacing, at no additional charge to the subscriber, noncompliant handsets of wireless Lifeline-eligible subscribers who obtain Lifeline-supported services<sup>56</sup>.

The Company will provide its wireless Lifeline customers with access to 911 and E911 services immediately upon activation of service. The Commission and subscribers are assured that Sequoia subscribers will have available access to emergency calling services at the time that Lifeline voice telephony service is initiated and that such 911 and E911 access will be available from Sequoia handsets, even if the account associated with the handset has no minutes remaining<sup>57</sup>.

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<sup>52</sup> See 2012 Lifeline Reform Order ¶ 260 “The subscriber must activate the service, or the service must be activated in the presence of the subscriber. A third party, such as an ETC, cannot activate the service for the subscriber unless expressly authorized to do so by the subscriber. Unless and until the subscriber personally activates the Lifeline service, the pre-paid ETC may not seek or receive reimbursement from the Fund.”

<sup>53</sup> See 2012 Lifeline Reform Order ¶ 257; 47 C.F.R. § 54.407(c)(1).

<sup>54</sup> See 47 C.F.R. § 54.407(c)(2).

<sup>55</sup> See 2012 Lifeline Reform Order, FCC 12-11 at paras. 373-75; C.F.R. § 54.422 (b).

<sup>56</sup> See 2012 Lifeline Reform Order ¶ 373.

<sup>57</sup> Sequoia voice telephony service plans provide unlimited minutes on all plans.

Sequoia provides access to 911 and E911 services for all subscribers. Sequoia uses T-Mobile as its underlying carrier and uses T-Mobile to route 911 calls from the Company's subscribers. To the extent that Sequoia's Underlying Carrier is certified in a given Public Safety Answering Point ("PSAP") territory, this 911 capability will function the same for Sequoia. Sequoia also currently enables 911 emergency calling services for all properly activated handsets regardless of whether the account associated with the handset is active or suspended or has any remaining minutes<sup>15</sup>.

**E911-Compliant Handsets.** Sequoia's handsets used in connection with the wireless Lifeline service offering are 911 and E911-compliant. Sequoia only uses phones that have passed stringent certification processes, which ensures that all handset models meet all 911 and E911 requirements. Any wireless subscriber that qualifies for and elects Lifeline service will have a 911/E911-compliant handset, which is confirmed at the time of enrollment in the Lifeline program. As Sequoia offers handsets for use with its Lifeline service, all subscribers that qualify for and enroll in Sequoia's Lifeline voice telephony service are assured of receiving a 911/E911-compliant handset.

To further obtain the benefits of a modernized Lifeline program, the Commission's Third Report and Order also set forth the requirement that Lifeline providers providing both mobile broadband services and devices to their consumers provide handset devices that are Wi-Fi enabled<sup>58</sup>. The Commission further requires such providers to offer the choice to Lifeline customers of devices that are equipped with hotspot functionality<sup>59</sup>. To the extent Sequoia offers devices for use with its Lifeline-supported broadband service, the Company commits to providing devices that meet the equipment requirements pursuant to 47 C.F.R. §

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<sup>58</sup> See Third Report and Order at ¶ 366.

<sup>59</sup> See *id.* The Third Report and Order clarifies that the requirement to provide Wi-Fi-enabled handsets does not apply to devices provided prior to the effective date of the rule (December 2, 2016).



54.408(f).

**4) A detailed explanation of how the carrier will comply with the Commission’s marketing and disclosure requirements for participation in the Lifeline program<sup>60</sup>.**

Sequoia includes the following information regarding its Lifeline service on all relevant marketing materials including all print, audio, video, and web materials used to describe or enroll in Lifeline service offering, including application and certification forms: (1) it is a Lifeline-supported service; (2) Lifeline is a government assistance program; (3) the service is non-transferable; (4) only eligible consumers may enroll in the Lifeline program; and (5) the Lifeline program is limited to one discount per household<sup>61</sup>.

Sequoia ensures the Commission-required disclosures, any DBA names it uses, and details of the prepaid wireless Lifeline service offering are contained in all marketing materials<sup>62</sup>. In addition, the standard application/certification forms developed by USAC state 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 the program<sup>63</sup>.

Sequoia publicizes the availability of its prepaid wireless Lifeline service offering in a manner reasonably designed to reach those likely to qualify for the service<sup>64</sup>. Sequoia utilizes the Commission’s 2004 outreach guidelines for advertising its prepaid wireless Lifeline service offering<sup>65</sup>. Specifically, Sequoia would utilize outreach materials and methods designed to reach households that currently do not have Lifeline service, is developing advertising materials for non-English speaking populations within its service area, and also plans to coordinate outreach efforts with relevant government agencies. Sequoia’s advertising

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<sup>60</sup> See 2012 Lifeline Reform Order; FCC 12-11 at paras. 275-76.

<sup>61</sup> See 2012 Lifeline Reform Order ¶ 275; 47 C.F.R. § 54.405(c).

<sup>62</sup> See 2012 Lifeline Reform Order ¶¶ 274-282.

<sup>63</sup> See 47 C.F.R. § 54.410(d)(1).

<sup>64</sup> See 47 C.F.R. § 54.405(b).

<sup>65</sup> See Lifeline and Link Up, 19 FCC Rcd 8302, ¶¶ 45-48 (2004).

for its prepaid wireless Lifeline service offering includes, but is not limited to, targeted direct mail, advertisements in daily and weekly print periodicals, billboards, event sponsorship, media advertising, and online search engines.

Sequoia also plans to coordinate with relevant county agencies, community outreach organizations, and non-profit organizations to make information available regarding Sequoia's prepaid wireless Lifeline service offering in resource guides and other printed materials produced by those organizations, as well as in their offices or other locations visited by potential Lifeline-eligible subscribers. In addition, Sequoia would market its prepaid wireless Lifeline services through state, county, municipal, and non-profit community action agencies, associations, and networks. These agencies support Lifeline-eligible individuals and families in obtaining support services, employment, employment training, life skills training, and other services. Sequoia would also help raise awareness of Lifeline services through the inclusion of the Company's Lifeline information in resource guides and other support materials (online and in printed materials issued by the agency) that are provided to Lifeline-eligible prospective subscribers.

- 5) A detailed explanation of the carrier's procedures and efforts to prevent waste, fraud, and abuse in connection with Lifeline funds, including but not limited to, procedures the carrier has in place to prevent duplicate Lifeline subsidies within its own subscriber base<sup>66</sup>, procedures the carrier undertakes to de-enroll subscribers receiving more than one Lifeline subsidy per household, information regarding the carrier's toll limitation service, if applicable, and the carrier's non-usage policy, if applicable<sup>67</sup>.**

This section includes Sequoia's de-enrollment procedures, and how the Company prevents waste, fraud, and abuse. Sequoia de-enrolls Lifeline customers for the following reasons: (1) no longer qualifying for Lifeline service; (2) duplicative support; (3) non-usage; (4) failure to re-certify; and (5) when requested by the Lifeline subscriber. As required by the

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<sup>66</sup> See generally *id.*, Appendix C.

<sup>67</sup> See *id.*, at paras. 255-263.

Commission's rules, Sequoia updates NLAD with de-enrollment information within one (1) business day of de-enrollment<sup>68</sup>. In addition, to supplement its verification and certification procedures, and to better ensure that customers understand the Lifeline service restrictions with respect to duplicates, Sequoia has implemented measures and procedures to prevent duplicate Lifeline benefits from being awarded to the same household. These measures entail additional emphasis in written disclosures as well as live due diligence.

**De-enrollment for Ineligibility.** If Sequoia has a reasonable basis to believe that one of its Lifeline customers no longer meets the eligibility criteria (either based on Sequoia's own knowledge or information supplied by a third party), Sequoia will notify the subscriber of the impending de-enrollment (also referred as termination) in writing, will comply with any state dispute resolution procedures applicable to Lifeline termination, and will give the subscriber thirty (30) days to demonstrate continued eligibility<sup>69</sup>. Any demonstration of eligibility must comply with the annual verification procedures below and found in rule section 47 C.F.R. § 54.410(f), including the submission of a certification form. A subscriber's failure to provide the requested documentation will result in de-enrollment within five (5) business days after the expiration of the subscriber's time to respond.

**De-enrollment for Duplicative Support.** Sequoia understands that duplicative claims are wasteful and a burden on universal service and takes all necessary steps to promptly de-enroll consumers found to be receiving duplicative federal Lifeline discounts. Upon notification from the Commission, a state, or USAC that a subscriber is receiving Lifeline service from another carrier, or more than one member of a household is receiving Lifeline service, Sequoia de-enrolls the subscriber within five (5) business days<sup>70</sup>.

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<sup>68</sup> See 47 C.F.R. § 54.404(b)(10).

<sup>69</sup> See 2012 Lifeline Reform Order ¶ 143; 47 C.F.R. § 54.405(e)(1).

<sup>70</sup> See 47 C.F.R. § 54.405(e)(2); Lifeline and Link Up Reform and Modernization, 26 FCC Rcd 9022, ¶ 15 (2011).

**De-enrollment for Non-Usage.** Sequoia de-enrolls any Lifeline customer whose service is inactive for a consecutive 30-day period after providing the customer with notice and a 15-day “cure” period<sup>71</sup>. After 30 consecutive days of non-usage (as defined in Commission rules), Sequoia provides subscribers notice, using clear, easily understood language, to inform the subscriber that their failure to use the Lifeline service within the next 15-days will result in service termination on the 46th day (30 days of non-usage plus the 15-day “cure” period)<sup>72</sup>. Despite a consumer’s “usage” (as defined in Commission rules), Sequoia will continue to comply with its existing public safety obligations to transmit all 911/E911 calls regardless of subscriber inactivity even if Sequoia is no longer providing Lifeline service to that consumer<sup>73</sup>. Sequoia includes any subscribers de-enrolled for non-usage in its annual non-usage de-enrollment reports. Sequoia also understands that it can only seek reimbursement for any subscriber that has used its Lifeline service within the last 30 days or who has cured its non-usage as described above<sup>74</sup>.

**De-enrollment for failure to re-certify.** Sequoia de-enrolls subscribers who do not respond to an annual re-certification request or fail to provide the required certification to the Lifeline National Verifier<sup>75</sup>. Prior to de-enrolling a subscriber for failure to re-certify, subscribers receive a written notice explaining that failure to respond to the re-certification request within sixty (60) days will result in the subscriber’s de-enrollment. Sequoia de-enrolls the subscriber within five (5) business days after the expiration of the subscriber’s

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<sup>71</sup> See 47 C.F.R. § 54.405(e)(3). Sequoia provides the customer with notice of non-usage via text message on day 25 (“Keep your service active by using it once every 30 days.”), day 27 (““Use it or lose it” is what they say, but we don’t want that! Save your plan with just one click.”), day 28 (“Don’t lose your FREE Service! Save it by using your phone once every 30 days. Keep it active today!”), and day 29 (“Oh No! Unless you use your plan today, you’ll lose your service! Click here to save it.”)

<sup>72</sup> Sequoia provides the subscriber with notice via text message on day 30, day 35, and days 40-44 that failure to use the Lifeline service may result in service termination. Sequoia then provides the customer with notice via text message on day 45 that the service will be disconnected for non-usage.

<sup>73</sup> See 2012 Lifeline Reform Order ¶ 262.

<sup>74</sup> See 47 C.F.R. § 54.407(c)(2).

<sup>75</sup> See 47 C.F.R. § 54.405(e)(4).

time to respond.

**De-enrollment by Subscriber.** As required by the Commission’s rules, if a subscriber contacts Sequoia and states the subscriber is no longer eligible for Lifeline or wishes to de-enroll for any reason, Sequoia will de-enroll the subscriber within two (2) business days<sup>76</sup>. Subscribers can make this request by sending an email to [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) or via customer service or online.

**One-Per-Household Certification.** Sequoia has implemented the requirements of the 2012 Lifeline Reform Order to ensure that it provides only one Lifeline benefit per household<sup>77</sup> through the use of Universal Forms discussed above, National Verifier and NLAD database checks, and its marketing materials discussed below. Upon receiving an application for the Company’s Lifeline service, Sequoia will search its own internal records to ensure that it does not already provide Lifeline-supported service to someone at the same residential address<sup>78</sup>. If an applicant shares an address with one or more existing Lifeline subscribers according to the NLAD or National Verifier, the prospective subscriber may complete a form certifying compliance with the one-per-household rule in accordance with 47 C.F.R. § 54.410(g)<sup>79</sup>.

If an applicant is determined to have an existing Lifeline service, Sequoia will explain that a subscriber cannot have multiple Lifeline Program benefits with the same or different service providers, and will obtain consent from the subscriber that the subscriber wishes to

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<sup>76</sup> See 47 C.F.R. § 54.405(e)(5).

<sup>77</sup> A “household” is any individual or group of individuals who are living together at the same address as one economic unit. A household may include related and unrelated persons. An “economic unit” consists of all adult individuals contributing to and sharing in the income and expenses of a household. An adult is any person eighteen years or older. If an adult has no or minimal income, and lives with someone who provides financial support to him/her, both people shall be considered part of the same household. Children under the age of eighteen living with their parents or guardians are considered to be part of the same household as their parents or guardians. See 2012 Lifeline Reform Order ¶ 74; section 54.400(h).

<sup>78</sup> See 2012 Lifeline Reform Order ¶ 78.

<sup>79</sup> The Household Worksheet is available at <https://www.usac.org/lifeline/additional-requirements/forms/>.

transfer their existing Lifeline service to Sequoia (and acknowledges doing so will result in loss of the Lifeline benefit with their former Lifeline service provider) prior to initiating a benefit transfer.

**Database.** The Company complies with the requirements of the NLAD and section 54.404 of the Commission’s rules. Through use of the National Verifier, the Company queries the NLAD for every enrollment<sup>80</sup> to determine whether a prospective subscriber is currently receiving a Lifeline service from another ETC and whether anyone else living at the prospective subscriber’s residential address is currently receiving Lifeline service<sup>81</sup>.

**Representatives.** All Company personnel interacting with existing and potential Lifeline customers undergo training regarding eligibility and certification requirements. Representatives must acknowledge completion of the training and agree to follow the procedures outlined therein. Further, Representatives assisting with National Verifier or NLAD transactions will be required to participate in the Representative Accountability Database (“RAD”) in accordance with FCC rules.

Sequoia will not enroll customers at retail locations where Sequoia does not have an agency agreement with the retailer. Sequoia will require a retailer to have any employees involved in the enrollment process go through the standard Sequoia training process, just as it would for any other Company Representative. By establishing contractual relationships with all of its Representatives, including future retail outlets, Sequoia meets the “deal directly”

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<sup>80</sup> With the limited exception of states that have opted out of the NLAD. In those states, Sequoia will follow the duplicates detection process required by the state.

<sup>81</sup> See 2012 Lifeline Reform Order ¶ 203. The Company transmits to the NLAD the information required for each new Lifeline subscriber. See *id.*, ¶¶ 189-195; 47 C.F.R. § 54.404(b)(6). Further, the Company updates each subscriber’s information in the NLAD within ten (10) business days of any change, except for de-enrollment, which will be transmitted within one business day. See 47 C.F.R. § 54.404(b)(8),(10). These statements may not be applicable in states that have opted out of the NLAD.

requirement adopted in the TracFone Forbearance Order<sup>82</sup>.

Sequoia further commits to comply with the Commission's Fifth Report and Order which set forth reforms to strengthen the Lifeline program's enrollment, recertification, and reimbursement processes including the involvement of representatives<sup>83</sup>.

Sequoia is responsible for the actions of all of its Representatives, and a non-commissioned Sequoia employee will be responsible for overseeing and finalizing every Lifeline enrollment and request for reimbursement. The Company will therefore always "deal directly" with its customers to certify and verify the customer's Lifeline eligibility.

All Representatives are instructed that the company has zero tolerance for waste, fraud or abuse, and that they should notify Sequoia at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) if they suspect that anyone might be providing false information or attempting to obtain a duplicate Lifeline benefit. If personnel have any questions or concerns regarding eligibility and enrollment, the Company strongly encourages them to bring such questions and concerns to Sequoia at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) so that they can be researched and resolved in accordance with the Commission's Lifeline rules and regulations. Sequoia provides personnel with refresher training, including to inform them of changes to Lifeline program rules and regulations, including eligibility requirements. Personnel will be disciplined, up to and including termination, for failing to comply with Lifeline rules and regulations. Sequoia also provides comprehensive training to its internal compliance personnel.

## **6) Other Requirements applicable to wireless Lifeline providers.**

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<sup>82</sup> See 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, FCC 05-165, ¶ 19 (2005).

<sup>83</sup> In the Matter of Bridging the Digital Divide for Low-Income Consumers, Lifeline and Link Up Reform and Modernization, Telecommunications Carriers Eligible for Universal Service Support, WC Docket No. 17-287, WC Docket No. 11-42, WC Docket No. 09-197, Fifth Report and Order, Memorandum Opinion and Order and Order on Reconsideration, and Further Notice of Proposed.

Sequoia complies with all current Commission rules governing the provision of prepaid wireless Lifeline services.

**Handset Requirements.** In the 2016 Lifeline Reform Order, the Commission required providers of Lifeline-supported services offering both mobile broadband services and devices to provide their customers with handset devices that are Wi-Fi enabled<sup>84</sup>. Lifeline customers also are entitled to a choice of at least one device that is capable of being used as a hotspot<sup>85</sup>. All handsets offered by Sequoia to Lifeline customers are Wi-Fi enabled and 100% of Sequoia's handsets offered to Lifeline customers are capable of being used as a hotspot as required under the rules<sup>86</sup>.

**Annual Reports and Certifications.** Sequoia would submit its required annual report and certifications to the Commission, including FCC Form 481<sup>87</sup> by July 1st of each year, providing the Company's business and affiliate information, terms and conditions of any voice telephony plans offered to Lifeline subscribers, and all other required information and certifications.<sup>88</sup> In addition, the company would annually submit FCC Form 555<sup>89</sup> filing to the Commission certifying, under penalty of perjury, that the Company: (1) has policies and procedures in place to ensure that its Lifeline subscribers are eligible to receive Lifeline services; (2) that the Company is in compliance with all federal Lifeline certification procedures; and (3) that the Company is in compliance with the minimum service levels set forth in 47 C.F.R. §54.408<sup>90</sup>. The Company provides the results of its re-certification efforts,

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<sup>84</sup> See 2016 Lifeline Reform Order ¶¶ 366-67.

<sup>85</sup> See 47 C.F.R. § 54.408(f)(3).

<sup>86</sup> See 47 C.F.R. § 54.408(f)(3)(vi) (requiring at least 55% of devices to be capable of being used as a hotspot from December 1, 2022 to November 30, 2023). Sequoia ensures that it meets the percentages required by the rules for December 1, 2023, and beyond by offering 100% of devices to be capable of being used as a hotspot.

<sup>87</sup> The FCC Form 481 is required by all eligible telecommunications carriers (ETCs) receiving Lifeline support.

<sup>88</sup> See *id.* at § 54.422.

<sup>89</sup> The FCC Form 555, or "Annual Lifeline Eligible Telecommunications Carrier Certification Form," reports the results of the annual recertification process and includes data accuracy certifications.

<sup>90</sup> See *id.* at § 54.416(a)



performed pursuant to section 54.410(f) of the Commission’s rules, as amended, annually by January 31st, for its re-certification efforts of the previous year<sup>91</sup>. The Company will also submit any other reports the Commission directs ETCs to file on a one-time or periodic basis.

**Reimbursement and Recordkeeping.** Sequoia ensures it has valid certification and recertification forms for each of the Lifeline subscribers for whom it seeks reimbursement<sup>92</sup>. The Company will comply with the Commission’s requirement to use a first day of the month uniform snapshot date to request reimbursement from USAC for the provision of Lifeline support<sup>93</sup>. Sequoia will maintain accurate records as directed by USAC<sup>94</sup> and as required by 47 C.F.R. § 54.417 of the Commission’s rules.

## CONCLUSION

Sequoia submits that its Compliance Plan fully satisfies the conditions set forth in the Commission’s 2012 Lifeline Reform Order, the Compliance Plan Public Notice, and the Lifeline rules. Timely approval of this Compliance Plan is essential to allow Sequoia, once approved by the CPUC as a designated ETC, the ability to offer Lifeline to eligible households in California. Accordingly, the Company respectfully requests that the Commission expeditiously approve the Compliance Plan.

Respectfully submitted,

**JOIN LIFELINE, LLC**

*/s/ Indy Nelson*

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Indy Nelson, MBA  
CEO and Product Architect  
Join LifeLine, LLC

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<sup>91</sup> See id. at § 54.416(b).

<sup>92</sup> See 2012 Lifeline Reform Order ¶ 128; 47 C.F.R. § 54.407(d).

<sup>93</sup> See 47 C.F.R. § 54.407(a).

<sup>94</sup> See id. at § 54.407(e).

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October 9, 2023

# **Attachment L**

**Geographic Service Areas for  
Federally Recognized Tribal Land**

Tribe	Tribe Name	Populated Federal Indian Reservation	Acres	Address	City	Zip Code	County
1	Agua Caliente Band of Cahuilla Indians	Agua Caliente Indian Reservation	26,892	5401 Dinah Shore Drive, Palm Springs, CA 92264	Palm Springs	92264	Riverside
2	Alturas Indian Rancheria	Alturas Indian Rancheria		901 County Road 56, Alturas, CA 96101	Alturas	96101	Modoc
3	Augustine Band of Cahuilla Indians	Augustine Reservation		Suite 84-001 Avenue 54, Coachella, CA 92236	Coachella	92236	Riverside
4	Barona Band of Mission Indians	Barona Reservation, Capitan Grande Reservation	7,404	1095 Barona Road, Lakeside, CA 92040	Lakeside	92040	San Diego
5	Bear River Band of Rohnerville Rancheria	Rohnerville Rancheria	173	266 Keisner Road, Loleta, CA 95551	Loleta	95551	Humboldt
6	Berry Creek Rancheria of Tyme Maidu Indians	Berry Creek Rancheria	140	5 Tyme Way, Oroville, CA 95966	Oroville	95966	Butte
7	Big Lagoon Rancheria	Big Lagoon Rancheria	22	708 9th Street, Arcata, CA 95521	Arcata	95521	Humboldt
8	Big Pine Paiute Tribe of the Owens Valley	Big Pine Reservation	278	825 South Main Street, Big Pine, CA 93513	Big Pine	93513	Inyo
9	Big Sandy Rancheria	Big Sandy Rancheria	224	37387 Auberry Mission Road, Auberry, CA 93602	Auberry	93602	Fresno
10	Big Valley Band of Pomo Indians	Big Valley Rancheria	105	2726 Mission Rancheria Road, Lakeport, CA 95453	Lakeport	95453	Lake
11	Bishop Paiute Tribe	Bishop Reservation	949	50 Tu Su Lane, Bishop, CA 93514	Bishop	93514	Inyo
12	Blue Lake Rancheria	Blue Lake Rancheria	95	428 Chartin Road, Blue Lake, CA 95525	Blue Lake	95525	Humboldt
13	Bridgeport Indian Colony	Bridgeport Reservation	79	355 Sage Brush Drive, Bridgeport, CA 93517	Bridgeport	93517	Mono
14	Buena Vista Rancheria of Me-Wuk Indians	Buena Vista Rancheria		1418 20th Street Suite 200, Sacramento, CA 95811	Sacramento	95811	Amador
15	Cabazon Band of Cahuilla Indians	Cabazon Reservation	1,370	84-245 Indio Springs Parkway, Indio, CA 92203	Indio	92203	Riverside
16	Cachil DeHe Band of Wintun Indians	Colusa Rancheria	473	3730 Highway 45, Colusa, CA 95932	Colusa	95932	Colusa
17	Cahto Tribe of the Laytonville Rancheria	Laytonville Rancheria	200	300 Cahto Drive, Laytonville, CA 95454	Laytonville	95454	Mendocino
18	Cahuilla Band of Indians	Cahuilla Reservation	18,884	52701 Highway 371, Anza, CA 92539	Anza	92539	Riverside
19	Campo Band of Kumeeyaay	Campo Indian Reservation	15,698	36190 Church Road Suite 1, Campo, CA 91906	Campo	91906	San Diego
20	Cedarville Rancheria	Cedarville Rancheria	25	300 West 1st Street, Alturas, CA 96101	Alturas	96101	Modoc
21	Chemehuevi Indian Tribe	Chemehuevi Reservation	32,671	1990 Palo Verde, Havasu Lake, CA 92363	Havasu Lake	92363	San Bernardino
22	Cher-Ae-Heights Indian Community	Trinidad Rancheria	61	1 Cher-ae Lane, Trinidad, CA 95570	Trinidad	95570	Humboldt
23	Chicken Ranch Rancheria of Me-Wuk Indians	Chicken Ranch Rancheria		9195 Tribal Way, Jamestown, CA 95327	Jamestown	95327	Tuolumne
24	Cold Springs Rancheria	Cold Springs Rancheria	210	32861 Sycamore Road #300, Tollhouse, CA 93667	Tollhouse	93667	Fresno
25	Colorado River Indian Tribes	Colorado River Indian Reservation	43,802	26600 Mojave Road, Parker, AZ 85344	Parker	85344	Riverside
26	Coyote Valley Band of Pomo Indians	Coyote Valley Reservation	78	7601 North State Street, Redwood Valley, CA 95470	Redwood Valley	95470	Mendocino
27	Dry Creek Rancheria Band of Pomo Indians	Dry Creek Rancheria		1450 Airport Blvd., Suite 200A, Santa Rosa, CA 95403	Santa Rosa	95403	Sonoma
28	Elem Indian Colony	Sulphur Bank Rancheria		1400 North Dutton, Ste. 7, Santa Rosa, CA 95401	Santa Rosa	95401	Lake
29	Elk Valley Rancheria	Elk Valley Rancheria	424	2332 Howland Hill Road, Crescent City, CA 95531	Crescent City	95531	Del Norte
30	Estom Yumka Maidu Tribe	Enterprise Rancheria		2133 Montevista Avenue, Oroville, CA 95966	Oroville	95966	Butte
31	Ewiiaapaayp Band of Kumeeyaay Indians	Ewiiaapaayp Reservation		4054 Willows Road, Alpine, CA 91901	Alpine	91901	San Diego
32	Federated Indians of Graton Rancheria	Graton Rancheria		6400 Redwood Drive Suite 300, Rohnert Park, CA 94928	Rohnert Park	94928	Sonoma
33	Fort Bidwell Band of Paiute Indians	Fort Bidwell Reservation	3,605	130 Meetheuh Road, Fort Bidwell, CA 96112	Fort Bidwell	96112	Modoc
34	Fort Independence Indian Reservation	Fort Independence Reservation	552	131 North Highway 395, Independence, CA 93526	Independence	93526	Inyo
35	Fort Mojave Indian Tribe of Arizona & Nevada	Fort Mojave Reservation	5,582	500 Merriman Avenue, Needles, CA 92363	Needles	92363	San Bernardino
36	Greenville Rancheria of Maidu Indians	Greenville Rancheria	2	P.O. Box 279, Greenville, CA 95947	Greenville	95947	Plumas
37	Grindstone Indian Rancheria	Grindstone Indian Rancheria	120	County Road 305 3600 Phils Way, Elk Creek, CA 95939	Elk Creek	95939	Glenn
38	Guidiville Rancheria	Guidiville Rancheria	47	401 B Talmage Road, Ukiah, CA 95482	Ukiah	95482	Mendocino
39	Habematolel Pomo of Upper Lake	Upper Lake Rancheria	27	375 E. Highway 20 Suite 1, Upper Lake, CA 95485	Upper Lake	95485	Lake
40	Hoopa Valley Tribe	Hoopa Valley Reservation	89,574	11860 State Highway 96, Hoopa, CA 95546	Hoopa	95546	Humboldt
41	Hopland Band of Pomo Indians	Hopland Rancheria	340	3000 Shanel Road, Hopland, CA 95449	Hopland	95449	Mendocino
42	Iipay Nation of Santa Ysabel	Santa Ysabel Reservation	15,408	101 School Canyon Road, Santa Ysabel, CA 92070	Santa Ysabel	92070	San Diego
43	Inaja-Cosmit Band of Indians	Inaja and Cosmit Reservation		2005 S. Escondido Boulevard, Escondido, CA 92025	Escondido	92025	San Diego
44	Ione Band of Miwok Indians	Ione Band of Miwok TDSA		9252 Bush Street, Plymouth, CA 95669	Plymouth	95669	Amador
45	Jackson Band of Miwok Indians	Jackson Rancheria		12222 New York Ranch Road, Jackson, CA 95642	Jackson	95642	Amador
46	Jamul Indian Village	Jamul Indian Village		14191 Highway 94, Jamul, CA 91935	Jamul	91935	San Diego
47	Karuk Tribe	Karuk Reservation	735	64236 2nd Avenue, Happy Camp, CA 96039	Happy Camp	96039	Siskiyou
48	Kashia Band of Pomo Indians	Stewarts Point Rancheria	520	1420 Guerneville Road Suite 1, Santa Rosa, CA 95403	Santa Rosa	95403	Sonoma
49	Kletsel Dehe Wintun Nation	Cortina Indian Rancheria	640	570 6th Street, Williams, CA 95987	Williams	95987	Colusa
50	La Jolla Band of Luiseño Indians	La Jolla Reservation	8,660	22000 Highway 76, Pauma Valley, CA 92061	Pauma Valley	92061	San Diego
51	La Posta Band of Mission Indians	La Posta Indian Reservation	3,757	8 Crestwood Road, Boulevard, CA 91905	Boulevard	91905	Mendocino
52	Little River Band of Pomo Indians	Redwood Valley Rancheria	169	3250 Road I, Redwood Valley, CA 95470	Redwood Valley	95470	Mendocino
53	Lone Pine Paiute-Shoshone Tribe	Lone Pine Reservation	240	1103 South Main Street, Lone Pine, CA 93545	Lone Pine	93545	Inyo
54	Los Coyotes Band of Cahuilla and Cupeno Indians	Los Coyotes Reservation	25,195	2300 Camino San Ignacio Road, Warner Springs, CA 92086	Warner Springs	92086	San Diego
55	Lytton Band of Pomo Indians	Lytton Rancheria		437 Aviation Boulevard, Santa Rosa, CA 95403	Santa Rosa	95403	Sonoma
56	Manchester-Point Arena Band of Pomo Indians	Manchester-Point Arena	362	24 Mammie Laiwa Drive, Point Arena, CA 95468	Point Arena	95468	Mendocino
57	Manzanita Band of the Kumeeyaay Nation	Manzanita Reservation	4,582	6 Old Mine Road, Boulevard, CA 91905	Boulevard	91905	San Diego
58	Mechoopda Indian Tribe of Chico Rancheria	Mechoopda TDSA		125 Mission Ranch Boulevard, Chico, CA 95926	Chico	95926	Butte
59	Mesa Grande Band of Mission Indians	Mesa Grande Reservation	1,803	26000 Mesa Grande Road, Santa Ysabel, CA 92070	Santa Ysabel	92070	San Diego
60	Middletown Rancheria of Pomo Indians of California	Middletown Rancheria		22223 Hwy 29 @ Rancheria Road, Middletown, CA 95461	Middletown	95461	Lake
61	Mooretown Rancheria of Maidu Indians	Mooretown Rancheria	327	1 Alverda Drive, Oroville, CA 95966	Oroville	95966	Butte
62	Morongo Band of Mission Indians	Morongo Reservation	35,607	12700 Pumarra Road, Banning, CA 92220	Banning	92220	Riverside
63	North Fork Rancheria	North Fork Rancheria	447	33143 Road 222, North Fork, CA 93643	North Fork	93643	Madera
64	Pala Band of Mission Indians	Pala Reservation	13,247	35008 Pala-Temecula Road PMB - 50, Pala, CA 92059	Pala	92059	San Diego
65	Paskenta Band of Nomlaki Indians	Paskenta Rancheria		2655 Everett Freeman Way, Corning, CA 96021	Corning	96021	Tehama
66	Pauma Band of Luiseño Indians	Pauma and Yuima Reservation	5,883	1010 Pauma Reservation Road, Pauma Valley, CA 92061	Pauma Valley	92061	San Diego
67	Pechanga Band of Indians	Pechanga Reservation	7,036	12705 Pechanga Road, Temecula, CA 92392	Temecula	92392	Riverside
68	Picayune Rancheria of Chukchansi Indians	Picayune Rancheria	199	49260 Chapel Hill Drive, Oakhurst, CA 93644	Oakhurst	93644	Madera
69	Pinoleville Pomo Nation	Pinoleville Rancheria	40	500 B Pinoleville Drive, Ukiah, CA 95482	Ukiah	95482	Mendocino
70	Pit River Tribe	Big Bend Rancheria, Likely Rancheria, Lookout Rancheria, Montgomery Creek Rancheria, Roaring Creek Rancheria, XL Ranch Rancheria	10,001	36970 Park Avenue, Burney, CA 96013	Burney	96013	Shasta
71	Potter Valley Tribe	Potter Valley Rancheria	4	2251 South State Street, Ukiah, CA 95482	Ukiah	95482	Mendocino
72	Quartz Valley Indian Reservation	Quartz Valley Reservation	157	13601 Quartz Valley Road, Fort Jones, CA 96032	Fort Jones	96032	Siskiyou
73	Quechan Tribe of the Fort Yuma Indian Reservation	Fort Yuma Indian Reservation	51,108	P.O. Box 1899, Yuma, AZ 85366	Yuma	85366	Imperial
74	Ramona Band of Cahuilla	Ramona Village		56310 Highway 371 Suite B, Anza, CA 92539	Anza	92539	Riverside
75	Redding Rancheria	Redding Rancheria	20	2000 Redding Rancheria Road, Redding, CA 96001	Redding	96001	Shasta
76	Resighini Rancheria	Resighini Rancheria	228	158 East Klamath Beach Road, Klamath, CA 95548	Klamath	95548	Del Norte

77	Rincon Band of Luiseño Indians	Rincon Reservation	4,548	One Government Center Lane, Valley Center, CA 92082	Valley Center	92082	San Diego
78	Robinson Rancheria	Robinson Rancheria	171	1545 East Highway 20, Nice, CA 95464	Nice	95464	Lake
79	Round Valley Indian Tribes	Round Valley Reservation	42,202	77826 Covelo Road, Covelo, CA 95428	Covelo	95428	Mendocino
80	San Manuel Band of Mission Indians	San Manuel Reservation	1,122	26569 Community Center Drive, Highland, CA 92346	Highland	92346	San Bernardino
81	San Pasqual Band of Mission Indians	San Pasqual Reservation	1,928	16400 Kumeyaay Way, Valley Center, CA 92082	Valley Center	92082	San Diego
82	Santa Rosa Band of Cahuilla Indians	Santa Rosa Reservation	12,770	65200 State Highway 74, Mountain Center, CA 92561	Mountain Center	92561	Riverside
83	Santa Ynez Band of Chumash Indians	Santa Ynez Reservation	1,566	100 Via Juana Lane, Santa Ynez, CA 93460	Santa Ynez	93460	Santa Barbara
84	Sherwood Valley Rancheria of Pomo Indians	Sherwood Valley Rancheria	526	190 Sherwood Hill Drive, Willits, CA 95490	Willits	95490	Mendocino
85	Shingle Springs Band of Miwok Indians	Shingle Springs Rancheria	306	5281 Honpie Road, Placerville, CA 95667	Placerville	95667	El Dorado
86	Soboba Band of Luiseño Indians	Soboba Reservation	7,848	23906 Soboba Road, San Jacinto, CA 92583	San Jacinto	92583	Riverside
87	Susanville Indian Rancheria	Susanville Indian Rancheria	1,101	745 Joaquin Street, Susanville, CA 96130	Susanville	96130	Lassen
88	Sycuan Band of the Kumeyaay Nation	Sycuan Reservation	1,923	1 Kwaaypaay Court, El Cajon, CA 92019	El Cajon	92019	San Diego
89	Table Mountain Rancheria	Table Mountain Rancheria	439	23736 Sky Harbour Road, Friant, CA 93626	Friant	93626	Fresno
90	Tachi Yokut of Santa Rosa Rancheria	Santa Rosa Rancheria	1,806	16835 Alkali Drive, Lemoore, CA 93245	Lemoore	93245	Kings
91	Timbisha Shoshone Tribe	Death Valley Indian Community	1,959	1349 Rocking W Drive, Bishop, CA 93514	Bishop	93514	Inyo
92	Tolowa Dee-ni' Nation	Smith River Rancheria	150	12801 Mouth of Smith River Road, Smith River, CA 95567	Smith River	95567	Del Norte
93	Torres Martínez Desert Cahuilla Indians	Torres-Martínez Reservation	24,195	66725 Martínez Road, Thermal, CA 92274	Thermal	92274	Riverside
94	Tule River Indian Tribe	Tule River Reservation	55,727	340 North Reservation Road, Porterville, CA 93257	Porterville	93257	Tulare
95	Tuolumne Band of Me-Wuk Indians	Tuolumne Rancheria	704	19595 Mi-wu Street, Tuolumne, CA 95379	Tuolumne	95379	Tuolumne
96	Twenty-Nine Palms Band of Mission Indians	Twenty-Nine Palms Reservation	448	46-200 Harrison Place, Coachella, CA 92236	Coachella	92236	Riverside
97	United Auburn Indian Community	Auburn Rancheria		10720 Indian Hill Road, Auburn, CA 95603	Auburn	95603	Placer
98	Utu Utu Gwaitu Paiute Tribe	Benton Paiute Reservation	467	567 Yellow Jacket Road, Benton, CA 93512	Benton	93512	Mono
99	Viejas Band of Kumeyaay Indians	Viejas Reservation	17,457	1 Viejas Grade Road, Alpine, CA 91901	Alpine	91901	San Diego
100	Washoe Tribe of Nevada and California	Woodfords Community, Washoe Ranches Trust Land	979	919 U.S. Hwy 395 N, Gardnerville, NV 89410	Markleeville	96120	Alpine
101	Wiyot Tribe	Table Bluff Reservation	88	1000 Wiyot Drive, Loleta, CA 95551	Loleta	95551	Humboldt
102	Yocha Dehe Wintun Nation	Rumsey Indian Rancheria	1,535	P.O. Box 18, Brooks, CA 95606	Brooks	95606	Yolo
103	Yurok Tribe	Yurok Reservation	8,056	190 Klamath Boulevard, Klamath, CA 95548	Klamath	95548	Del Norte

GEOID	Name	Component	Shape__Area	Shape__Length
0020R	Agua Caliente Indian Reservation	R	184826514	364192.4579
0020T	Agua Caliente Indian Reservation	T	22164591.1	71473.67671
0095R	Alturas Indian Rancheria	R	179380.6641	1878.850809
0120R	Auburn Rancheria	R	461827.4023	3200.987093
0120T	Auburn Rancheria	T	7213024.125	14649.44789
0125R	Augustine Reservation	R	3287169.105	7736.22824
0155R	Barona Reservation	R	34984279.04	43075.35275
0155T	Barona Reservation	T	7883223.656	27669.83683
0185R	Benton Paiute Reservation	R	1002995.617	4009.993782
0185T	Benton Paiute Reservation	T	1397365.242	4846.078406
0200R	Berry Creek Rancheria	R	263163.5547	2049.242043
0200T	Berry Creek Rancheria	T	880938.75	4986.290684
0215R	Big Bend Rancheria	R	321369.6133	2264.804934
0240R	Big Lagoon Rancheria	R	37215.17578	867.0611646
0250R	Big Pine Reservation	R	1768156.344	6958.324288
0250T	Big Pine Reservation	T	94702.00781	1371.92765
0265R	Big Sandy Rancheria	R	1675145.895	7367.668451
0265T	Big Sandy Rancheria	T	491202.0586	2983.941019
0275R	Big Valley Rancheria	R	800731.7305	4437.469165
0290R	Bishop Reservation	R	5610691.945	11678.61489
0325R	Blue Lake Rancheria	R	236055.6016	2582.149827
0325T	Blue Lake Rancheria	T	406273.4961	5224.30504
0350R	Bridgeport Reservation	R	284798.3477	2122.160984
0350T	Bridgeport Reservation	T	255742.4297	2897.852315
0415R	Cabazon Reservation	R	9308412.16	27282.6676
0435R	Cahuilla Reservation	R	108099616	57051.55389
0450R	Campo Indian Reservation	R	94447450.63	78982.2398
0495R	Capitan Grande Reservation	R	91679115.03	112841.3052
0555R	Cedarville Rancheria	R	167988.8828	1797.883143
0555T	Cedarville Rancheria	T	81666.65234	1793.352976
0585R	Chemehuevi Reservation	R	183901724.9	179252.0613
0620R	Chicken Ranch Rancheria	R	69536.85547	2245.592314
0620T	Chicken Ranch Rancheria	T	309428.2969	2234.259045
0720R	Cold Springs Rancheria	R	654140.7891	4485.772098
0735R	Colorado River Indian Reservation	R	285096051.2	203924.5154
0750R	Colusa Rancheria	R	1717644.676	6669.780745
0780R	Cortina Indian Rancheria	R	5105847.996	9031.711047
0825R	Coyote Valley Reservation	R	579783.6953	4508.990711
0955R	Dry Creek Rancheria	R	536187.2305	3317.608659
0955T	Dry Creek Rancheria	T	122623.7227	1660.479536
1010R	Elk Valley Rancheria	R	649609.625	3328.147824
1010T	Elk Valley Rancheria	T	2853134.953	10921.07462

1055R	Enterprise Rancheria	R	283503.9961	2133.265349
1055T	Enterprise Rancheria	T	276977.6758	2106.376648
1065R	Ewiiapaayp Reservation	R	31450797.05	34126.82344
1170R	Fort Bidwell Reservation	R	25029319.49	29043.23162
1170T	Fort Bidwell Reservation	T	617336.1523	4524.013571
1195R	Fort Independence Reservation	R	3537422.516	10015.08023
1235R	Fort Mojave Reservation	R	37630473.84	36909.44752
1235T	Fort Mojave Reservation	T	318024.1445	2655.913946
1280R	Fort Yuma Indian Reservation	R	245485569.5	139141.5733
1380R	Greenville Rancheria	R	487821.7227	3299.809658
1395R	Grindstone Indian Rancheria	R	589710.1953	3225.77426
1400R	Guidiville Rancheria	R	292248.3047	3837.183068
1400T	Guidiville Rancheria	T	15801.98828	502.7796177
1490R	Hoopa Valley Reservation	R	646497482.7	101982.3454
1515R	Hopland Rancheria	R	13520788.22	23963.59377
1560R	Inaja and Cosmit Reservation	R	4969015.023	12344.8633
1640R	Jackson Rancheria	R	1932144.184	8613.955696
1670R	Jamul Indian Village	R	84312.53906	1832.250346
1750R	Karuk Reservation	R	120311.5039	2382.100234
1750T	Karuk Reservation	T	7754835.727	54409.8017
1850R	La Jolla Reservation	R	50148245.01	53499.76263
1895R	La Posta Indian Reservation	R	23469672.43	26130.34243
1925R	Laytonville Rancheria	R	1332223.844	5330.584331
1955R	Likely Rancheria	R	11027.61719	421.7823914
1970R	Lone Pine Reservation	R	1480798.645	5970.226628
1980R	Lookout Rancheria	R	288929.0039	2150.693273
1995R	Los Coyotes Reservation	R	145765138.6	66578.08893
2075R	Lytton Rancheria	R	33100.80469	836.4218305
2100R	Manchester-Point Arena Rancheria	R	2523258.188	10145.68458
2115R	Manzanita Reservation	R	26333396.25	28298.57134
2115T	Manzanita Reservation	T	16754.00781	544.7334806
2190R	Mesa Grande Reservation	R	10086326.88	29090.89935
2255R	Middletown Rancheria	R	804791.1211	3948.336147
2330R	Montgomery Creek Rancheria	R	544011.293	3358.555257
2340R	Mooretown Rancheria	R	223073.1016	3040.220868
2340T	Mooretown Rancheria	T	1789171.105	8618.644189
2360R	Morongo Reservation	R	202336575.5	197093.3327
2360T	Morongo Reservation	T	3104254.531	13584.08158
2495R	North Fork Rancheria	R	423445.1602	4170.903824
2495T	North Fork Rancheria	T	2489843.707	9110.841441
2635R	Pala Reservation	R	80744328.68	100063.3345
2685R	Paskenta Rancheria	R	14737320.5	18094.17365
2715R	Pauma and Yuima Reservation	R	34860015.52	31694.19376

2745R	Pechanga Reservation	R	26160767.2	30522.28362
2775R	Picayune Rancheria	R	443083.6133	2843.472933
2775T	Picayune Rancheria	T	800308.1367	5808.761394
2820R	Pinoleville Rancheria	R	703414.0469	4834.161154
2835T	Pit River Trust Land	T	1903158.363	7634.378739
3020R	Quartz Valley Reservation	R	4388963.676	10613.02999
3020T	Quartz Valley Reservation	T	779930.4414	7176.248427
3070R	Ramona Village	R	3194414.48	13395.18669
3095R	Redding Rancheria	R	820805.6211	7513.038065
3115R	Redwood Valley Rancheria	R	1830852.824	8942.834108
3145R	Resighini Rancheria	R	1778317.41	8426.046452
3165R	Rincon Reservation	R	23317153.51	33934.30752
3165T	Rincon Reservation	T	3513383.762	8579.589635
3185R	Roaring Creek Rancheria	R	581851.2422	3263.523326
3195R	Robinson Rancheria	R	1219560.93	9161.739059
3195T	Robinson Rancheria	T	152832.9805	1717.947513
3220T	Rohnerville (Rancheria) Trust Land	T	1280815.195	5987.778055
3250R	Round Valley Reservation	R	51591192.27	156811.2489
3250T	Round Valley Reservation	T	107996731.7	249899.0721
3265R	Rumsey Indian Rancheria	R	3217332.398	12494.00077
3445R	San Manuel Reservation	R	4096849.668	10472.46267
3445T	San Manuel Reservation	T	1665591.938	10663.09995
3460R	San Pasqual Reservation	R	8203829.113	28610.41898
3460T	San Pasqual Reservation	T	3202412.887	16421.67701
3520R	Santa Rosa Rancheria	R	2495868.453	7755.367041
3525R	Santa Rosa Reservation	R	66515925.11	58792.95189
3540R	Santa Ynez Reservation	R	931198.3164	6717.308976
3550R	Santa Ysabel Reservation	R	86821115.84	86873.63945
3735R	Sherwood Valley Rancheria	R	2394029.508	9454.608843
3735T	Sherwood Valley Rancheria	T	974026.7773	5045.029531
3750R	Shingle Springs Rancheria	R	1055457.543	4125.672962
3750T	Shingle Springs Rancheria	T	606203.6445	5294.51061
3855R	Smith River Rancheria	R	1190281.805	7548.47477
3855T	Smith River Rancheria	T	437364.8125	6754.901158
3870R	Soboba Reservation	R	37999559.3	32641.80786
3870T	Soboba Reservation	T	7905275.23	24347.31476
3985R	Stewarts Point Rancheria	R	282121.0117	2134.672401
3985T	Stewarts Point Rancheria	T	3377724.906	8496.203249
4030R	Sulphur Bank Rancheria	R	360040.4336	2951.8213
4060R	Susanville Indian Rancheria	R	7165098.918	17402.91576
4060T	Susanville Indian Rancheria	T	2580977.16	10858.79968
4090R	Sycuan Reservation	R	3660479.508	7678.550514
4090T	Sycuan Reservation	T	9380650.512	35838.31341



4095R	Table Bluff Reservation	R	531946.5391	3290.969403
4110R	Table Mountain Rancheria	R	583127.4063	7466.328768
4110T	Table Mountain Rancheria	T	4594083.898	23973.24964
4180R	Timbi-Sha Shoshone Reservation	R	10750893.74	18905.00811
4180T	Timbi-Sha Shoshone Reservation	T	2096074.586	6980.969027
4255R	Torres-Martinez Reservation	R	183852526	350487.9526
4275R	Trinidad Rancheria	R	406443.8984	3145.51356
4275T	Trinidad Rancheria	T	245266.1914	3578.142118
4300R	Tule River Reservation	R	334210204.8	85682.6119
4300T	Tule River Reservation	T	316547.5742	2254.076486
4330R	Tuolumne Rancheria	R	2482436.273	8795.572846
4375R	Twenty-Nine Palms Reservation	R	2399249.977	9789.893069
4375T	Twenty-Nine Palms Reservation	T	296189.7891	2320.979468
4430R	Upper Lake Rancheria	R	3212889.738	11504.76448
4500R	Viejas Reservation	R	9229571.602	18331.16221
4500T	Viejas Reservation	T	526810.2461	3854.036562
4560T	Washoe Ranches Trust Land	T	1856662.395	8953.171855
4665R	Woodfords Community	R	2603086.75	11254.09379
4680R	XL Ranch Rancheria	R	70661524.23	164462.736
4760R	Yurok Reservation	R	402451029.8	231105.8379

# **Attachment M**

## **Acceptable Use Policy**

## Acceptable Use Policy

Effective Date: June 9, 2023

### Permissible and Prohibited Uses

Your data plan is intended for Web browsing, messaging, and similar activities on your device and through hotspot that any of your other devices can use. Your smartphone or tablet becomes a Wi-Fi connection for devices like tablets, laptops and more. After exceeding your high-speed data cap, you can still use hotspot at lower speeds of 3G (512 Kbps) for the rest of the month. Tethered data (e.g., Mobile Hotspot data) will be restricted to the same policy as the rate plan. Examples of prohibited uses include but are not limited to: (a) server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, “bots” or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (b) as a substitute or backup for private lines or dedicated data connections; (c) any activity that adversely affects the ability of other users or systems to use either Underlying Carrier’s services or the network-based resources of others, including the generation or dissemination of viruses, malware or “denial of service” attacks; (d) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, Underlying Carrier’s or another entity’s network or systems; or (e) running software or other devices that maintain continuously active Internet connections when a computer’s connection would otherwise be idle, or “keep alive” functions. For example, you cannot use a Data Plan for Web broadcasting, or for the operation of servers, telemetry devices or supervisory control and data acquisition devices; or (f) results in unusually or unreasonably high usage in any period consistent with abuse and/or fraud.

### Protective Measures

We may suspend, terminate, or restrict your data session, plan, or service if you use your Data Plan in a manner that interferes with other customers’ service, our ability to allocate network capacity among customers, or that otherwise may degrade service quality for other customers.

### Downloadable Content and Applications

You can purchase Content & Apps for your device from third-party sellers in the App Store or Google Play. Any support questions related to these Content & Apps should be directed to the third-party seller identified at the point of purchase. When you use, download, or install Content & Apps sold by a third-party seller, you may be subject to license terms between you and the third-party seller and application developer or content owner. Any Content & Apps you purchase are licensed for personal, lawful, non-commercial use on your device only. You may not transfer, copy, or reverse engineer any of the Content & Apps, or alter, disable, or circumvent any digital rights management security features embedded in the Content & Apps. Sequoia Wireless does not restrict or impose restrictions on Content & Apps. For more information, please refer to the terms and conditions in the App Store or Google Play.

### Misuse of Service or Device

You agree not to misuse the service or any device, including (a) reselling or rebilling our service (b) using the service or device to engage in unlawful activity, or engaging in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service; (c) tampering with or modifying your device; (d) “spamming” or engaging in other abusive or unsolicited communications; (e) reselling Underlying Carrier devices for profit, or tampering with, reprogramming or altering a Device for the purpose of reselling the device; or (f) assisting or facilitating anyone else in any of the above activities. You agree that you won’t install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit, or regenerate a transmitted Radio Frequency (“RF”) signal.

# **Attachment N**

**Digital Millennium Copyright Act Policy**

## Digital Millennium Copyright Act Policy

Effective Date: June 9, 2023

We take the intellectual property rights of others seriously and require that our Customers and Employees do the same. In accordance with the Digital Millennium Copyright Act (DMCA), we've adopted the following policy toward copyright infringement. We reserve the right to: (1) block access to or remove material that we believe in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users and (2) remove and discontinue service to repeat offenders.

(1) Procedure for Reporting Copyright Infringements. If you believe that material or content residing on or accessible through the Services infringes your copyright (or the copyright of someone whom you are authorized to act on behalf of), please send a notice of copyright infringement containing the following information to Sequoia Wireless Wireless's admin staff at [admin@sequoiawireless.com](mailto:admin@sequoiawireless.com) to Receive Notification of Claimed Infringement):

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;
- b) Identification of works or materials being infringed;
- c) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that Sequoia Wireless is capable of finding and verifying its existence;
- d) Contact information about the notifier including address, telephone number, and, if available, email address;
- e) A statement that the notifier has a good faith belief that the material identified in (1)(c) is not authorized by the copyright owner, its agent, or the law; and
- f) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.

(2) Once Proper Bona Fide Infringement Notification is Received by admin staff. Upon receipt of a proper notice of copyright infringement, we reserve the right to:

- a) remove or disable access to the infringing material;
- b) notify the content provider who is accused of infringement that we have removed or disabled access to the applicable material; and
- c) terminate such content provider's access to the Services if he or she is a repeat offender

(3) Procedure to Supply a Counter-Notice to admin staff. If the content provider believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider may send us a counter-notice containing the following information to admin staff:

- a) A physical or electronic signature of the content provider;
- b) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;
- c) A statement that the content provider has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
- d) Content provider's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's address is located, or, if the content provider's address is located outside the United States, for any judicial district in which Sequoia Wireless is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by admin staff, Sequoia Wireless may, in its discretion, send a copy of the counter-notice to the original complaining party informing that person that Sequoia Wireless may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider accused of committing infringement, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at Sequoia Wireless's discretion.

# **Attachment O**

**Freedom of Choice Policy**

## **Freedom of Choice Policy**

Effective Date: June 9, 2023

Sequoia Wireless respects the consumer rights and freedom of choice provisions set forth by the California Public Utilities Commission (CPUC) as followed:

### **Freedom of Choice**

Consumers have the right to select the Wireless Service and Service Provider of their choice. Within California, there are 119 Wireless Service Providers currently active in the state. While consumers can choose from an array of Service Providers, the number of providers offering service will depend on the service area. Additionally, not all providers participate in federal benefit programs. Currently, there are 86 providers (72%) authorized by the FCC to participate in the Affordable Connectivity Program. This number reduces to 13 providers (11%) approved to participate in the California LifeLine Program and 12 providers (10%) approved to offer Federal Lifeline support.

### **Number Porting**

Consumers have the right to change voice service providers within the same local area and keep the same phone number in accordance with the rules set forth by FCC regulations regarding Local Number Portability. We understand the wireless space has many differences, and while we commit to providing excellent service, we understand there may be situations when another Wireless Service Provider would offer a wireless plan that better suits your needs or coverage area. In these situations, we commit to the rules set forth by FCC regulations regarding “Local Number Portability” and permit a customer to keep the same phone number by porting over to their new Wireless Service Provider. We do not charge for providing this service.

### **Disclosures**

Consumers have a right to receive clear and complete information about all material terms and conditions, such as material limitations.



# **Attachment P**

**Net Neutrality Policy**

## Net Neutrality Policy

Effective Date: June 9, 2023






The FCC released the [Restoring Internet Freedom](#) Order, commonly referred to as Net Neutrality rules, which mandated that broadband service providers disclose information about any practices that involve blocking, throttling, and affiliated or paid prioritization.

- 1) Sequoia Wireless agrees that consumers should have unfettered access to content on the internet.
- 2) Sequoia Wireless does not block consumer access to lawful internet content.
- 3) Sequoia Wireless does not resell consumer data to unaffiliated third parties. Refer to our Privacy Policy for more information at [www.sequoiawireless.com/privacy](http://www.sequoiawireless.com/privacy).
- 4) Sequoia Wireless does not engage in unlawful or anticompetitive discrimination against websites, streaming video services, and/or voice applications that may compete with the traditional services we offer. Furthermore, we do not offer pay-for-priority services or affiliate priority services.
- 5) In the event that a subscriber's aggregate demand exceeds the available capacity of our underlying carrier network, creating acute congestion, Sequoia Wireless may employ various techniques to safeguard a positive customer experience. Refer to our Open Internet Policy for more information at [www.sequoiawireless.com/openinternet](http://www.sequoiawireless.com/openinternet).
- 6) In times of acute congestion, Sequoia Wireless Internet service bandwidth may be fairly allocated among customers without regard to the customer's online activities or the protocols or applications that the customers are using. While acute congestion is occurring, customers will still be able to use the lawful content, services, and applications of their choice, but this fair sharing of bandwidth may result in slower download and upload speeds and slower response times from websites and Internet-based applications and services. Refer to our Open Internet Policy for more information at [www.sequoiawireless.com/openinternet](http://www.sequoiawireless.com/openinternet).
- 7) Sequoia Wireless will not engage in deep packet inspection or drop specific types of end-user Internet traffic except as described herein to preserve the integrity of the network and protect against the negative effects of Internet threats.

# Appendix














## Section Tables

**Table 1: Comparison of California LifeLine Service Provider Networks Used**

Service Providers	Networks Used <sup>1</sup>
	T-Mobile
	AT&T
	T-Mobile
	T-Mobile
	Verizon, T-Mobile
	<a href="#">T-Mobile</a>
	<a href="#">AT&amp;T, T-Mobile, Verizon</a>
	AT&T
	AT&T, T-Mobile, Verizon
	T-Mobile
	T-Mobile
	T-Mobile, Verizon
	T-Mobile









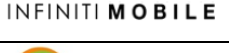




<sup>1</sup> Referred as the Service Provider’s “Underlying Carrier”

**Table 2: Comparison of Customer Support Hours of Operations<sup>1</sup>**

<b>Service Provider</b>	<b>Hours of Operation in PST</b>	<b>Hours per Week</b>
 access WIRELESS	Mon-Sat 7am-9pm; Sun: 7am-4pm	93 Hours
 AirTalk WIRELESS	Mon-Fri: 6am-6pm; Sat: 8am-5pm	69 Hours
 AMERICAN ASSISTANCE	Mon-Fri: 5am-8pm; Sat: 7am-3pm	83 Hours
 assurance	Mon-Fri: 5am-6pm; Sat: 6am-3pm	74 Hours
 enTouch WIRELESS	Mon-Fri: 8am-8pm	60 Hours
 EXCESS	Mon-Sun: 6am-5pm	77 Hours
 INFINITI MOBILE	Mon-Fri: 6am-6pm; Sat: 6am-3pm	69 Hours
 life wireless	Mon-Sun: 4am-9pm	119 Hours
 SafetyNet WIRELESS	Mon-Fri: 6am-5pm	55 Hours
 stand up WIRELESS	Mon-Sat: 5am-7pm	84 Hours
 TAG mobile	Mon-Fri: 7am-12am	85 Hours
 TRACFONE	Mon-Sun: 5am-8:45pm	110 Hours
 TruConnect	Mon-Sat: 5am-9pm	96 Hours

<sup>1</sup> Data from May 20, 2023

**Table 3: Comparison of BBB Accreditation and Trustpilot<sup>1</sup>**














Service Providers	 ACCREDITED BUSINESS	Complaints	★ Trustpilot	TrustScore   Review
	<a href="#">not accredited</a>	32 last year	<a href="#">verified</a>	2.6 score   4 reviews
	<a href="#">not accredited</a>	105 last year	<a href="#">unclaimed</a>	2.8 score   3 reviews
	<a href="#">not accredited</a>	3 last year		
	<a href="#">not accredited</a>	3,180 last year	<a href="#">unclaimed</a>	1.4 score   234 reviews
	<a href="#">not accredited</a>	30 last year		
	<a href="#">accredited</a>	21 last year		
INFINITI MOBILE	<a href="#">not accredited</a>	1 last year		
	<a href="#">not accredited</a>	5 last year	<a href="#">unclaimed</a>	3.0 score   6 reviews
	<a href="#">accredited</a>	407 last year	<a href="#">unclaimed</a>	1.7 score   38 reviews
	<a href="#">not accredited</a>	9 last year		
	<a href="#">accredited</a>	14 last year	<a href="#">unclaimed</a>	2.1 score   13 reviews
	<a href="#">not accredited</a>	7 last year	<a href="#">unclaimed</a>	0.0 score   0 reviews
	<a href="#">accredited</a>	113 last year	<a href="#">verified</a>	4.3 score   6,814 reviews

<sup>1</sup> Data from May 20, 2023.

**Table 4: Complaints Related to LifeLine Service Providers in 2022**

<b>Service Provider</b>	<b>Complaints</b>	<b>Subscribers</b>	<b>Percentage</b>
<b>assurance</b>	268	369,737	0.07%
<b>TRACF@NE</b>	461	153,722	0.30%
<b>Other Providers</b>	176	490,124	0.04%
<b>Totals</b>	<b>905</b>	<b>1,013,583</b>	<b>0.09%</b>




**Table 5: Comparison of Social Media Presence<sup>1</sup>**

Service Provider	facebook	Instagram	Linked in	twitter
 access WIRELESS	<a href="#">587 followers</a>	<a href="#">1.4k followers</a>	<a href="#">220 followers</a>	<a href="#">99 followers</a>
 AirTalk WIRELESS	<a href="#">32.8k followers</a>	<a href="#">8.5k followers</a>	<a href="#">46 followers</a>	<a href="#">247 followers</a>
 AMERICAN ASSISTANCE	<a href="#">20 followers</a>			<a href="#">125 followers</a>
 assurance	<a href="#">57.4k followers</a>	<a href="#">1.5k followers</a>		<a href="#">2.9k followers</a>
 enTouch WIRELESS	<a href="#">3.4k followers</a>		<a href="#">192 followers</a>	<a href="#">21 followers</a>
 EXCESS	<a href="#">287 followers</a>	<a href="#">295 followers</a>	<a href="#">4.1k followers</a>	<a href="#">59 followers</a>
 INFINITI MOBILE	<a href="#">138 followers</a>	<a href="#">787 followers</a>	<a href="#">54 followers</a>	
 Life wireless	<a href="#">13k followers</a>	<a href="#">649 followers</a>	<a href="#">448 followers</a>	<a href="#">209 followers</a>
 SafeLink	<a href="#">901 followers</a>			
 SafetyNet	<a href="#">811 followers</a>			
 standUP	<a href="#">17k followers</a>	<a href="#">674 followers</a>	<a href="#">832 followers</a>	<a href="#">154 followers</a>
 TAG mobile	<a href="#">40k followers</a>	<a href="#">314 followers</a>	<a href="#">639 followers</a>	<a href="#">364 followers</a>
 TruConnect	<a href="#">58.7k followers</a>	<a href="#">12.3k followers</a>	<a href="#">7.3k followers</a>	<a href="#">2.5k followers</a>

<sup>1</sup> Data from May 23, 2023



**Table 6: Technologies Used in Website**

<b>Website Technologies</b>	
 The Cloudflare logo consists of an orange cloud icon with a white shield inside, and the word "CLOUDFLARE" in a bold, black, sans-serif font below it.	Domain Name System (DNS) Hosting Provider to manage DNS records, provides Content Delivery Network (CDN), and is our Domain Registrar to register and maintain sequoiawireless.com.
 The WPengine logo features a blue square icon with a white grid pattern and a white star in the center, followed by the text "WPengine" in a black, sans-serif font.	Managed WordPress hosting provider specifically designed for WordPress installations, themes, and plug-ins.
 The WordPress logo is a circular icon with a white 'W' on a black background, followed by the word "WORDPRESS" in a blue, sans-serif font.	Web Content Management System (CMS) is known as open-source software that's used as the operating system for blogs and websites.