



**MARASHLIAN
& DONAHUE, PLLC**
THE COMMLAW GROUP

September 29, 2016

VIA PRIORITY MAIL & EMAIL

Chairman, Tennessee Regulatory Authority
c/o Ms. Sharla Dillon, Dockets and Records Manager
502 Deaderick Street, 4th Floor
Nashville, TN 37243
sharla.dillon@tn.gov

RE: CallCatchers Inc. d/b/a FreedomVoice Systems (Docket No. 16-00074)
Application for a Certificate of Convenience and Necessity to Provide
Resold Interexchange Telecommunications Services

Dear Ms. Dillon:

CallCatchers Inc. d/b/a FreedomVoice Systems ("FreedomVoice"), by its undersigned counsel, hereby transmits one (1) original and four (4) copies of its response to staff's September 15, 2016 request for additional information in connection with the above-referenced Application.

Please note that Exhibit D, attached separately, contains confidential, commercially sensitive financial information. FreedomVoice respectfully requests the confidential treatment of Exhibit D. The financial information included in the filed application is in its public redacted form.

Also, please note that during the preparation of an assumed name application, FreedomVoice recently discovered that its prior License to transact business in the State of Tennessee was for a domestic rather than a foreign corporation. In this Application, FreedomVoice provides its current Tennessee Secretary of State Certificate of Authority ID and associated documentation. However, FreedomVoice is currently dissolving that authorization and refile as a foreign corporation. FreedomVoice also intends to register an assumed name in the State. FreedomVoice will update its application during this ongoing process.

Please date-stamp and return the duplicate copy of this filing to the address listed on the enclosed, prepaid envelope. Should you have any questions regarding this filing, please contact the undersigned at (703) 714-1319 or via email at mpd@commlawgroup.com.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read 'Michael P. Donahue', written in a cursive style.

Michael P. Donahue

Enclosures

Counsel for CallCatchers Inc. d/b/a FreedomVoice Systems



**APPLICATION FOR CERTIFICATE
TO PROVIDE OPERATOR SERVICES AND/OR
RESELL
TELECOMMUNICATION SERVICES IN TENNESSEE
SECTION A**

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

Part I : General Information

A.	Name of Applicant	CallCatchers, Inc. d/b/a FreedomVoice Systems		
		Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.		
		Legal name of applicant, if different from above.		
		169 Saxony Road, Suite 212, Encinitas, CA 92024		
	Address	City	State	Zip

Tenn. Secretary of State Certificate of Authority ID 000616220

Federal Taxpayer ID Number 33-0697117

Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

FreedomVoice Systems (Registration pending)

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Address City
State Zip Code Phone No. () -
(Use additional pages if necessary)

*****IMPORTANT INFORMATION*****

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary.

THIS SECTION FOR TRA USE ONLY

Docket Number. _____ Company ID Number _____
Date Approved _____
Evaluator _____

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address:

Not applicable.

- C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information.)
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

See attached.

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)

Provide the above requested information on separate attachments.

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

☐ Yes ☒ No If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

☒ Yes ☐ No If yes, please explain fully. See attached.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

☐ Yes ☒ No If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state?

☐ Yes ☒ No If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)**

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

☐ YES ☒ NO If yes, please explain fully.

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Name Phone No. Fax No.
(800) e-mail Address

(1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Name Phone No. Fax No.
(800) e-mail Address

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

PHONE NUMBER ALTERNATE PHONE NUMBER

ADDRESS CITY ST ZIPCODE

- (J) Provide the name and address of the registered agent for service of process:

- (K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary)

None .

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.

☒ Resell Interexchange long distance services
☐ Operator Services
☐ Resell local services
☐ Other (describe)

- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**

- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)

See attached.

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

Not applicable. In these states, FreedomVoice is not aware of any complaints filed.

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary. None .

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)

None.

- E. Areas in Tennessee to be served.

Throughout the state.

- F. What type of customers will the applicant serve?

a. Business ☒

b. Residential ☐

c. Aggregators ☐

(e.g. Hotels, Payphones)

d. Other (specify) _____

- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount. No

- H. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes ☒ No ☐

- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II¹.

- J. What is the applicant's 10XXX or 800 access code, if applicable? N/A

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?

Applicant will not deploy any facilities in the State.

¹Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

L. Whose facility-based network(s) will the applicant be reselling?

Global crossing, Level 3 Communications, LLC, Lightyear Network Solutions, LLC, 360networks corporation, Dash Carrier Services, LLC, NobelBiz, Verizon, VOIP Innovations, Inc., and XO Communications, Inc.

M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly?¹ ☐ No. Sample bill attached as Exhibit B.

N. Describe briefly how the applicant plans to market their services in Tennessee?

Applicant intends to solicit customers using SEO, SEM, Facebook, online advertising, and local reseller channels.

O. If independent telemarketers are to be used, list the name, contact person, address, phone number and federal taxpayer ID for each company.

Not Applicable.

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
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P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

Applicant adheres to all federal and state specific anti-slamming rules. Customers will not have services switched without a written letter of authorization for new service and changes in service. All affected employees are aware of these procedures and will be immediately disciplined for breach. A sample authorization form is attached as Exhibit C.

Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes ☒ No ☐

R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes ☒ No ☐

S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114? Yes ☒ No ☐

T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base? Yes ☒ No ☐

U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. Use additional pages if necessary.

See attached.

¹ A copy of a bill is required if the applicant is going to bill the customer directly.

Part III: Organization Structure

A. Applicant's organizational structure

☒ Corporation

☐ Publicly Traded Corporation

☐ Subsidiary of a Publicly Traded Corporation

☐ Limited Liability Corporation Attach a copy of the articles of organization and operating agreement along with amendments.

☐ Other Form of Corporation

List type A close corporation (Example S Corporation)

Attach a copy of the charter, bylaws and/or certificate of incorporation.

☐ Association Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State

☐ Joint Stock Association Attach a copy of the charter, bylaws and/or certificate of incorporation, and Letter of Authorization from Tennessee Secretary of State.

☐ Trust Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.

☐ Individual Attach a copy of the Letter of Authorization from Tennessee Secretary of State

SECTION (a)-(g) is to be completed if applicant is a Corporation Association or Trust

(a) The date and state of formation/incorporation: Delaware

(1) Parent Company, if applicable

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed.

See Exhibit A, attached.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange. See attached.

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application.
To the best of applicant's knowledge, none.

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

B. ☐ Proprietorship

☐ Partnership

- ☐ General Attach a copy of the partnership agreement along with any amendments.
- ☐ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
- ☐ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:

ATTACH ADDITIONAL PAGES AS NECESSARY

C. Number of employees: 56

Employer Identification Number (E.I.N.) 33-0697117

Part IV: Financial Information

A. Address where business records are kept: 169 Saxony Road, Suite 212
street
Encinitas CA 92024 800-477-1477 x816
CITY STATE ZIP CODE PHONE NUMBER


B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports. See Exhibit D.

(1) Fiscal year end: Month December Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:
N/A

(3) If applicable, name and address of independent certified public accountant:

N.A

(4) Period covered by financial statement attached: 2014-2016 (May) 

C. Does the applicant currently have an internal auditor and/or internal audit program? Yes

If so, Name of internal auditor Gino Capozzi

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

See attached.

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-112. See Exhibit E.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* in its entirety?
☒ **Yes** ☐ **No**
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? ☒ **Yes** ☐ **No**

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, 460 James Robertson Pkwy, Nashville, TN 37243. Should you have any questions, call (615) 741-2904 ext 220.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-112 located at the TRA's website <http://www.tn.gov/tra> *electronic file room* under the External Site of Lexis Law Publishing.

Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations
and Other Organizations

CallCatchers Inc. d/b/a FreedomVoice Systems
(NAME OF CORPORATION)

BY:

SIGNATURE

Eric Thomas

PRINTED NAME

CEO

Title

ATTEST:

Title

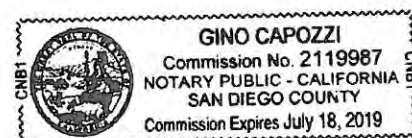
On this the 28 day of September, 2016 before me, a Notary Public
Gino CAPOZZI

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.

Notary Public

seal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.



Expanded Responses to Select Questions

Part I

C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:

(c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation.

(d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Response

FreedomVoice responds to these questions with the following list of current officers, directors, and key stockholders. No other persons are in a position to exercise control as described in question (d).

Officers:

<u>Name</u>	<u>Title</u>	<u>Contact Information</u>	<u>Phone Number</u>
Eric Thomas	President	6319 Via Naranjal Rancho Santa Fe, CA 92067	760-716-7881
James Schumacher	Secretary	347 Rice Lane Whitefish, MT 59937	406-212-1172

Directors:

<u>Name</u>	<u>Contact Information</u>	<u>Phone Number</u>
Adam Gould	14138 Arbolitos Drive Poway, CA 92064	619-318-8377
John Newsam	528 Forward Street La Jolla, CA 92037	888-886-4006
Julie Bryant	6319 Via Naranjal P. O. Box 7208 (for mail) Rancho Santa Fe, CA 92067	760-717-7881

Key stockholders:

Name:	Eric Thomas
Contact Information:	6319 Via Naranjal
	Rancho Santa Fe, CA 92067
Details:	50.21% ownership interest

Name:	John Newsam
Contact Information:	525 Forward Street
	La Jolla, CA 92037
Details:	18.26% ownership interest

Name:	Anita Barbara Schwalbe Trust
	Dated July 18, 1995/ James
	Schumacher
Contact Information:	1596 Hodgson Road
	Whitefish, Montana 59937
Details:	17.33% ownership interest

The remaining 14.2% of stock is owned by various entities or individuals of which each hold less than a 5% ownership share in FreedomVoice.

The following is the employment history for the individuals listed above:

Eric Thomas

Eric Thomas is the Founder, President and CEO of FreedomVoice. He brings to the team more than 16 years of leadership in the development of virtual and hosted business phone solutions. As a pioneer of toll free virtual phone systems in 1996, Thomas made his move towards the hosted VoIP phone system market in the year 2006. He made it his goal to provide a better set of telecommunications tools that small and medium sized businesses could use in order to enhance their image, as well as to maximize productivity. Not content to buy or borrow someone else's technology, Thomas led FreedomVoice in the creation of FreedomIQ, an industry-leading hosted VoIP PBX platform engineered from the ground up.

Thomas is responsible for keeping FreedomVoice running as a profitable, privately held, debt-free, and rapidly-growing company by attracting customers with a friendly, down-to-earth staff. Applying a unique and cost-effective billing model, he ensures that FreedomVoice is committed to delivering an outstanding quality of service.

Before FreedomVoice, Thomas held the title of President at B/T SciTech, a molecular biology distribution firm that he founded back in 1991.

Adam Gould

Adam Gould is currently CEO of Sensinode, which is a world leading provider of software for the Internet of Things. Adam has over 24 years of experience within the wireless industry. In addition, has also has extensive experience in leading engineering development teams, managing organizations and budgets of all sizes, creating technology strategies, contract negotiation, and leading business development, marketing and sales activities. Adam joined NextWave back in 2005, and was the GM of the business unit where he developed consumer products around NextWave semiconductor products. Adam also held title of Senior Vice President for semiconductor in Sales and Marketing. His previous role at Nextwave was SVP Product Development making him responsible for consumer product development, product planning, product management, program management and business development. Prior to joining NextWave, Adam was Chief Technology Officer and VP of Engineering for Nokia Mobile Phones' CDMA unit, where he worked for almost 13 years. In this role, he was responsible for setting the technology direction and strategy for the CDMA group, as well as managing all of the Nokia CDMA technology development, including all levels of SW development, RF and RFIC, and digital ASIC development. Adam grew this team from a starting point of 50 to over 450 engineers. Prior to his becoming CTO, he held various positions in management, signal processing, systems and software engineering development. Before joining Nokia, he was a member of the engineering team at Motorola that developed the world's first GSM phone. There he developed all of the signal processing software for that product. Adam holds more than 7 patents, and has degrees in electrical and computer engineering from Drexel University and the Massachusetts Institute of Technology. He is currently on the Board of Directors or on the Advisory Board for several companies.

John M. Newsam

John M. Newsam holds BA Hons, MA and DPhil degrees in Chemistry from Oxford University. After 2 years as a Royal Society/JSPS Research Fellow in Sendai (Japan), he became a senior staff chemist at Exxon Corporate Research in New Jersey until head-hunted into a molecular simulation software company in San Diego, California. As a materials scientist, John has authored over 150 publications on zeolites, crystallography, materials simulation and high throughput experimentation, lectured extensively, both nationally and internationally. He has also been recognized by several awards, including the Corday-Morgan Medal. As a business innovator and entrepreneur, John has co-founded six companies which include Tioga Research, Inc. (in 2011), Bio4Front, Inc. (in 2008), fqubed (in 2002, acquired by Nuvo Research in 2005), Integrated Discovery Sciences Corporation (in 2001, acquired by Bio and Gene in 2005), hte Aktiengesellschaft (in 1999, acquired by BASF in 2008), and FreedomVoice Systems (in 1996). He has delivered undergraduate courses on entrepreneurship and business innovation at UC San Diego, and has been an Adjunct Professor at both UC Santa Barbara (Materials Department) and UCSD (Chemistry & Biochemistry Department). John currently serves as Chairman and CEO of Tioga Research.

Jim Schumacher

Jim Schumacher graduated with a BS in Chemistry from MIT and MD from Duke University. He completed a residency in Radiology at UCSD, along with a Neuroradiology fellowship at Duke University. He is board certified in Radiology by the American Board of Radiology and by the Royal College of Physicians and Surgeons of Canada. After completing medical training, Jim was on staff for 11 years with Cape Canaveral Hospital in Cocoa Beach Florida. It was there that he served 2 years as Chief of Medical Services, and 4 years as Medical Director of the OpenMRI of Rockledge. In 2004, Jim moved to Whitefish, Montana where he has been on staff at Kalispell Regional Medical Center, as well as where he has served as Medical Director of the Imaging Center at Health Center Northwest, and served on the Board of Directors of Health Center Northwest and the Board of Directors of Flathead Physician's Group. He has also been on the Board of Directors of Freedom Voice Systems, a telecommunications company based in San Diego, CA, since 2001.

Julie Bryant

Julie has experience in making start-ups successful by taking them to profitability and exiting via acquisition in the Life Science market place. Her most recent success story was with GeneGo Inc., www.genego.com, a pathway software and database company that was privately held and sold to Thomson Reuters (Scientific) Inc. www.thomsonreuters.com. Julie was on the Board of GeneGo, a shareholder and was responsible for sales, marketing, IT and technical support. Previously, Julie has helped Battelle, a billion dollar nonprofit organization spin out a commercial company called OmniViz that was acquired by BioWisdom. She has also held senior positions at Accelrys, www.accelrys.com Nature, www.nature.com and Genometrix. Julie helped fund FreedomVoice (www.freedomvoice.com) where she is currently both a shareholder and board member. Her angel fund, Bryant Thomas Ventures, has seeded companies such as www.aprioribeauty.com and Simulscribe now owned by Ditech (www.ditech.com). She is currently CEO of Bimini, LLC, www.BiminiHealth.com and the Bryant Consulting Group, www.Bryant-Consulting-Group.com.

E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

Response

1. FCC Enforcement Bureau Citation (File No. EB-07-TC-802):

On March 13, 2007, the Federal Communications Commission's Enforcement Bureau ("FCC Enforcement Bureau") issued a Citation against FreedomVoice for Applicant's violations of federal laws and regulations governing telephone solicitations and unsolicited advertisements (See FCC File No. EB-07-TC-802). Specifically, the FCC Enforcement Bureau alleged in the Citation that FreedomVoice had violated 47 U.S.C. § 503(b)(5) and 47 C.F.R. 64.1200(a)(1),

which prohibits the initiation of calls using an automatic telephone dialing system or an artificial or prerecorded voice to: (1) any emergency telephone line; (2) the telephone line of any guest or patient room at a health care facility; or (3) any telephone number assigned to a paging service, cellular telephone service, or any service for which the called party is charged for the call. The provisions provide exceptions when the call is made: (1) for emergency purposes; or (2) with the prior express consent of the called party.

FreedomVoice was not required to respond to the Citation and has no record of any additional action was taken by the FCC Enforcement Bureau regarding the matter. Accordingly, FreedomVoice considers the matter resolved.

2. FCC Complaint No. 12-C00445080-1:

On December 19, 2012, an informal complaint was filed against FreedomVoice with the FCC's Consumer & Governmental Affairs Bureau – Consumer Inquiries & Complaints Division by an individual alleging that: “Narcotics Anonymous of Jackson, Mississippi stole his phone number: 740-753-XXXX. The consumer was porting his service from Calltune to Freedom Voice when Narcotics Anonymous took over the number.”

On January 4, 2013, FreedomVoice filed its response to the informal complaint with the FCC stating that:

We attempted to port his number into our services. We were unsuccessful in doing so. Since this number was never ported to our services, we have no control over who owns or previously owned the number. As far as we are aware, the complainant still owns his number and should be successful in porting to a different carrier.

Following FreedomVoice's response on January 4, 2013, the FCC took no further action on the informal complaint, and no additional complaints were filed regarding the incident. Accordingly, FreedomVoice considers the matter resolved.

3. FCC Complaint No. 12-C00446824-1:

On January 2, 2013, an informal complaint was filed against FreedomVoice FCC's Consumer & Governmental Affairs Bureau – Consumer Inquiries & Complaints Division by an individual stating that:

I have personally called AT&T at 77-325-0445, their customer “care” ?! number. I have spoken to numerous employees, received numerous confirmation #s that they would port our 800#s over to Freedom Voice (Tony Guzman case 887682). I gave them an initial information courtesy call to let them know we were switching and today we will be on our 5th call to try and accomplish this task. Each time I call they do not tell me there are any other impediments to getting this done. In fact,

last time I spoke to Alana Conf. #S04W1205, and she GUARANTEED that there would be NO FURTHER IMPEDIMENTS to our switch & that the last item required, the name/address mismatch change would be accomplished no later than 12/07/12. Well on 12/11, it is still being rejected by AT&T. My previous contact & conf #'s are: initial info - Tina conf# S03D1121, Lola Lauffner # S04F1203, Herman - he left a v/m confirmation, but no #, we go disconnected, and lastly Alana # S04W1205. Thank you.

On January 4, 2013, FreedomVoice filed its response to the informal complaint with the FCC stating that:

We are a reseller; therefore we submitted the port request to our underlying carrier, Lightyear Network (LY). LY informed us that this port was rejected by ATT due to company name mismatch, three times, 11/30/12, 12/6/12, and 12/14/12. We were told by the complainant that the reason for this issue was that the bills were under Rocky Mountain Prostate Center and had mistakenly not been changed to the acquiring company, Medifocus. The complainant informed us that they were submitting a name change request to ATT. The complainant claims they were told by ATT that the name change would process, it did not. On 12/21/2012, the complainant (our new customer) submitted new porting documents under the name Rocky Mountain Prostate Center. The port was successful on 12/26/2012.

Following FreedomVoice's response on January 4, 2013, the FCC took no further action on the informal complaint, and no additional complaints were filed regarding the incident. Accordingly, FreedomVoice considers the matter resolved.

4. FCC Complaint No. 12-C00454988-1:

On January 9, 2013, an informal complaint was filed against FreedomVoice FCC's Consumer & Governmental Affairs Bureau – Consumer Inquiries & Complaints Division by an individual stating that:

Step by Step Employment Services (SBSES) acquired a toll free number account for people with disabilities to access services to return to work per requirement of a Social Security Administration contract. This provider FreedomVoice (FV) gave SBSES a 30 day trial to which they assigned 100 mailboxes to. They did not check to see if I needed that many mailboxes & did not provide clear information on future bill. I assumed \$9.95 a month would be billed to my card at the end of trial. But instead, FV attempted to bill SBSES \$100 for 100 "mailboxes". I, Kimberly Karnley, owner of SBSES called FV about the wrong billing and offered to pay for 1 mailbox in the amount of \$9.99 as was advertised. FV agreed but then did not correct the bill and remove additional fees. FV cashed a check for \$10.21 (fee plus tax) but refused to resume the service. I have paid for one month of service. I need the number ported to a different company. As it is used nationally by the people with disability.

FreedomVoice subsequently filed its response to the informal complaint with the FCC stating that:

On 10/5/2012, the Complainant signed up for a \$59.95/month plan along with a vanity number request of \$30 and our talk text services at \$10/month. On 11/5/2012, the Complainant was invoiced for services totaling \$102.31. 11/8/2012, the complainant called in and requested to cancel talk text and downgrade her services to the \$9.95/month plan, we gave her a courtesy credit of \$10 for talk text and the new plan would be effective the next billing cycle. 2/5/2012, the Complainant was invoiced for services totaling \$10.27. On 12/10/2012 we received the first payment from the Complainant totaling \$10.27, which partially paid the bill from 11/5/2012. The Complainant refused to pay the bill for the services that were originally signed up for. The account was eventually cancelled for non-payment on 12/15/2012. 1/14/2013, after receiving this complaint, we reached out to the Complainant to attempt to resolve this misunderstanding. We went ahead and waived the previous charges that were unpaid and reinstated the account. 1/16/2013, we received the following email from the Complainant, "Thanks for making this right. I have decided I will keep my service with FreedomVoice after all." The Complainant reactivated their account and is now using our services again.

Following FreedomVoice's response, the FCC took no further action on the informal complaint, and no additional complaints were filed regarding the incident. Accordingly, FreedomVoice considers the matter resolved.

FreedomVoice is not aware of any additional complaints filed with any federal or state regulatory agency.

Part II

C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there.

Response

FreedomVoice is authorized to provide interexchange long distance telecommunications services pursuant to registration, commission order, or on a deregulated basis in the following jurisdictions:

<u>Jurisdiction</u>	<u>Date of Authority</u>
Alaska	September 8, 2016
California	April 28, 2009
Colorado	June 21, 2016
Connecticut	October 12, 2011
Delaware	September 6, 2016
District of Columbia	Deregulated

Florida	Deregulated
Georgia	July 19, 2016
Idaho	September 12, 2016
Illinois	March 23, 2011
Indiana	July 12, 2016
Iowa	June 28, 2016
Kansas	September 15, 2016
Kentucky	June 28, 2016
Louisiana	September 7, 2016
Maine	Deregulated
Maryland	Deregulated
Michigan	Deregulated
Minnesota	September 7, 2016
Missouri	July 5, 2016
Montana	June 30, 2016
Nebraska	August 16, 2016
New Jersey	May 21, 2010
New York	April 1, 2009
North Carolina	August 26, 2016
North Dakota	June 24, 2016
Ohio	Deregulated
Oregon	August 1, 2016
Pennsylvania	March 31, 2011
Rhode Island	July 27, 2016
Texas	July 28, 2016
Utah	Deregulated
Virginia	Deregulated
Washington	August 16, 2010
Wisconsin	January 10, 2011
Wyoming	June 28, 2016

Furthermore, Applicant is currently registered to provide I-VoIP services in the following states:

<u>Jurisdiction</u>	<u>Date of Authority</u>
California	April 22, 2016
Connecticut	August 27, 2016
Illinois	December 8, 2010
Indiana	July 12, 2016
Michigan	April 14, 2010
Missouri	July 5, 2016
Nebraska	March 27, 2014
Wisconsin	January 10, 2011
Wyoming	June 28, 2016
Puerto Rico	August 27, 2016

Otherwise, FreedomVoice is currently in the process of applying for authorization or registering to provide interexchange and I-VoIP services in the remaining states and Puerto Rico – to the extent required by the laws and regulations of the specific jurisdiction. FreedomVoice has not been denied its requested authority in any jurisdiction.

U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee.

Response Given the structure of FreedomVoice's offers and pricing, customers should not be billed for county wide calls. Nonetheless, FreedomVoice will develop procedures for determining the end points of each call in Tennessee to ensure that countywide calls are not charged.

Part III

A (d). Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange.

Response

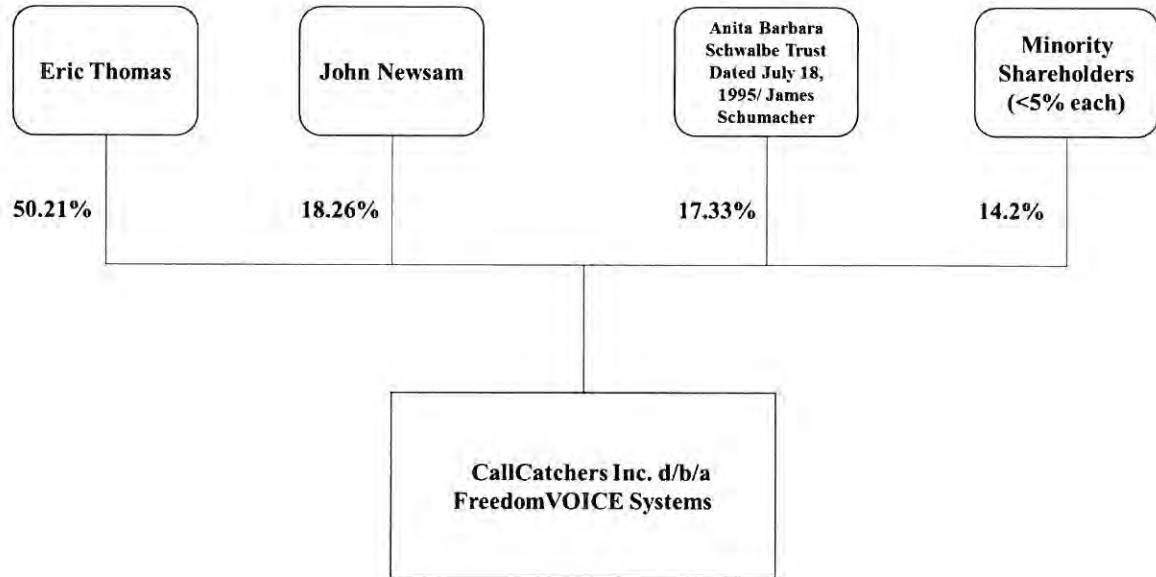
FreedomVoice is currently owned by the following individuals:

Name:	Eric Thomas
Address:	6319 Via Naranjal Rancho Santa Fe, CA 92067
Ownership Interest:	50.21%

Name:	John Newsam
Address:	525 Westbourne Street La Jolla, CA 92037
Ownership Interest:	18.26%

Name:	Anita Barbara Schwalbe Trust Dated July 18, 1995/ James Schumacher
Address:	1596 Hodgson Road Whitefish, Montana 59937
Ownership Interest:	17.33%

The remaining 14.2% of stock is owned by various entities or individuals of which each hold less than a 5% ownership share in FreedomVoice. A chart depicting FreedomVoice's current ownership structure is provided on the next page.



Following the closing of the Proposed Transaction, FreedomVoice will be a wholly-owned subsidiary of the following entity:

Name: Media Temple Inc. (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

Media Temple Inc. will be a wholly-owned subsidiary of the following entity:

Name: GoDaddy Operating Company, LLC (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

GoDaddy Operating Company, LLC will be a wholly-owned subsidiary of the following entity:

Name: Desert Newco, LLC (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

Desert Newco, LLC will be owned by the following entities:

Name: GoDaddy Inc. (DE) (publicly traded)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260
Ownership Interest: 50% of Desert Newco, LLC¹

Name: Yam Special Holdings, Inc. (AZ)
Address: 15475 N. 84th Street
Scottsdale, AZ 85260
Ownership Interest: ~20% of Desert Newco, LLC

Name: Kohlberg Kravis Roberts & Co. L.P. (DE)
Address: 9 West 57th Street, Suite 4200,
New York, NY 10019
Ownership Interest: ~10% of Desert Newco, LLC

Name: Silver Lake Partners (DE)
Address: 2775 Sand Hill Road, Suite 100

¹ GoDaddy, Inc. also is the sole managing member and controls the management of Desert Newco, LLC. GD Subsidiary Inc., a wholly-owned subsidiary of GoDaddy, holds an approximate 1% ownership interest in Desert Newco. GD Subsidiary Inc. is a Delaware corporation, and its address is 14455 N. Hayden Road, Scottsdale, AZ 85260.

Ownership Interest:

Menlo Park, CA 94025
~11% of Desert Newco, LLC

To the best of Applicant's knowledge, no other entity or individual will directly or indirectly hold a 10% or greater ownership interest in FreedomVoice following the closing of the Proposed Transaction.

GoDaddy.com LLC is a wholly-owned direct subsidiary of the following entity:

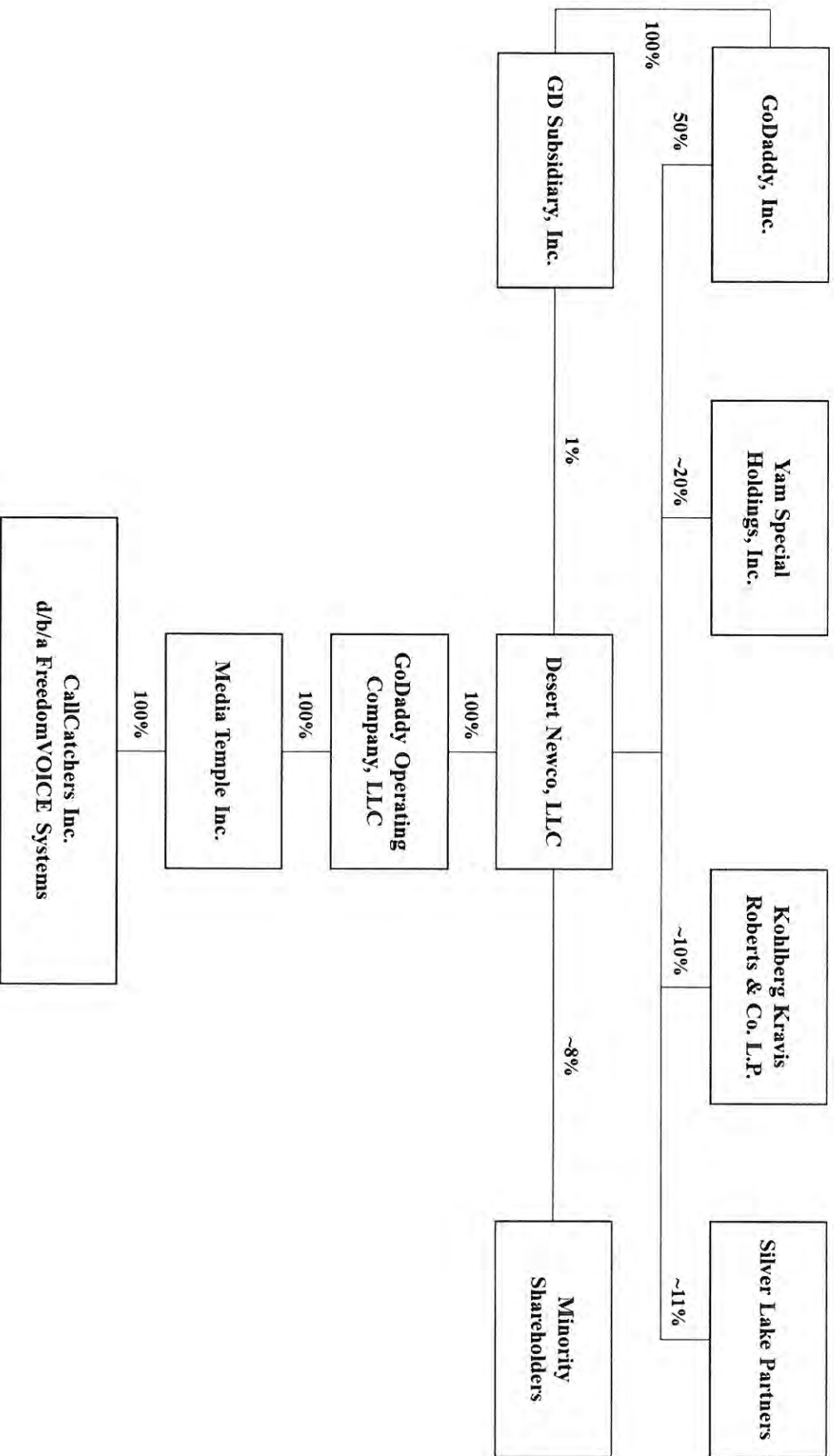
Name:

GoDaddy Operating Company, LLC (DE)

Address:

14455 N. Hayden Road
Scottsdale, AZ 85260

A chart depicting FreedomVoice's ownership structure following the closing of the Proposed Transaction is provided on the next page.



Part IV

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

Response

Applicant discloses the following case, which is the only case that is responsive to this question: *Binder & Associates v. Ricoh Americas Corporation, FreedomVoice, and Does 1 through 100*, Case No. BC 492232 (Cal Sup. Ct. 2013).

On September 14, 2012, Binder & Associates filed a complaint for breach of contract against Ricoh Americas Corporation ("Ricoh"), FreedomVoice, and Does 1 through 100 arising from the defendant's provision of telephone services to Binder & Associates.

In the complaint, Binder & Associates alleged that it initially contracted with Ricoh for the purchase and sale of computer and telephone requirement on September 30, 2010. Shortly thereafter, the computers and telephone system were installed for Binder & Associates by Ricoh, and at that time Ricoh transferred the operation of Binder & Associates' telephone system from AT&T to FreedomVoice, an intended beneficiary of the September 30, 2010 contract by and between Ricoh and Binder & Associates.

Subsequently thereafter, Binder & Associates began complaining to Ricoh and FreedomVoice that the telephone system was not functioning properly. In January 2011, Ricoh recommended that another separate DSL line and a Sonicwall be installed for Binder & Associates.

However, Binder & Associates alleged that service issues persisted, and that the Plaintiff was subsequently forced to hire another vendor to install a new telephone system. In or about May 2013, Binder & Associates, Ricoh, and FreedomVoice reached a Settlement and Release Agreement resolving the dispute.

List of Exhibits

Exhibit A – Corporate Documents

Exhibit B – Sample Bill

Exhibit C – Sample Number Transfer Agreements

Exhibit D – Financials – Confidential Treatment Requested

Exhibit E – Small & Minority-Owned Telecommunications Business Participation Plan

Exhibit F – Toll Dialing Parity Plan

Exhibit G – Surety Bond

Exhibit H – Tariff

Exhibit A

Corporate Documents

Enclosed, please find the requested corporate documents for FreedomVoice. Please note that during the preparation of an assumed name application, FreedomVoice recently discovered that its prior License to transact business in the State of Tennessee was for a domestic rather than a foreign corporation. In this Application, FreedomVoice provides its current Tennessee Secretary of State Certificate of Authority ID and associated documentation. However, FreedomVoice is currently dissolving that authorization and refile as a foreign corporation. FreedomVoice also intends to register an assumed name in the State. FreedomVoice will update its application during this ongoing process.



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CALLCATCHERS INC.
169 SAXONY RD
SUITE 212
ENCINITAS, CA 92024 USA

October 27, 2009

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Control # :	616220	Formation Locale:	Williamson County
Filing Type:	Corporation For-Profit - Domestic	Date Formed:	10/22/2009
Filing Date:	10/22/2009 8:27 AM	Shares of Stock:	1,220,000
Status:	Active	Fiscal Year Close	12
Duration Term:	Perpetual	Annual Rpt Due:	04/01/2010
		Image # :	6614-2093

Document Receipt

Receipt # : 13204	Filing Fee:	\$100.00
Payment-OSBR - ERIC THOMAS, ENCINITAS, CA		\$100.00

Registered Agent Address
CORPORATE CREATIONSNETWORK INC.
205 POWELL PLACE
BRENTWOOD, TN 37027 USA

Mailing Address
JAMILA GOWDY
169 SAXONY RD
SUITE 212
ENCINITAS, CA 92024 USA

Congratulations on the successful filing of your **Charter** for **CALLCATCHERS INC.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett, Secretary of State
Business Services Division

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF DISSOLUTION
(FOR-PROFIT CORPORATION)

For Office Use Only

Pursuant to the provisions of Section 48-24-103 of the Tennessee Business Corporation Act, the undersigned corporation submits the following Articles of Dissolution:

1. The name of the corporation is CallCatchers Inc.

2. The dissolution was authorized on September 23, 2016

3. The resolution was duly adopted by the shareholders September 23, 2016

4. The written consent or a copy of the resolution authorizing the dissolution is attached.

5. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____ . _____ (date) _____ (time)

[NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]

9/28/16
Signature Date

Tax and Compliance Manager
Signer's Capacity

CallCatchers Inc.

Name of Corporation

[Signature]
Signature

Gino Capozzi

Name (typed or printed)

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF TERMINATION OF
CORPORATE EXISTENCE

For Office Use Only

Pursuant to the provisions of Section 48-24-108 of the Tennessee Business Corporation Act or Section 48-64-109 of the Tennessee Nonprofit Corporation Act, the undersigned corporation submits the following articles of Termination of Corporate Existence:

1. The name of the corporation is CallCatchers Inc.

2. Indicate which of the following statements apply by marking the appropriate box:

- ☒ As a for-profit corporation, all assets of the corporation have been distributed to its creditors and shareholders.
- ☐ As a nonprofit corporation, all assets of the corporation have been distributed to its creditors and other parties authorized by the Tennessee Nonprofit Corporation Act.

3. The dissolution of the corporation has not been revoked.

[NOTE: Prior to this document being accepted for filing, the Division of Business Services will request tax clearance verification from the Tennessee Department of Revenue that the business has properly filed all reports and paid all required taxes and penalties. If we cannot obtain such tax clearance verification from the Department of Revenue, this document will be rejected and returned to the applicant.]

[NOTE: Articles of Dissolution must be filed before, or at the same time that Articles of Termination are filed. If the Articles of Dissolution have a delayed effective date, the Articles of Termination cannot be submitted for filing until such effective date.]

9/29/16

Signature Date

Tax and Compliance Manager

Signer's Capacity

CallCatchers Inc.

Name of Corporation

CG

Signature

Gino Capozzi

Name (typed or printed)

State of Tennessee



Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

WRITTEN CONSENT
TO
DISSOLUTION

For Office Use Only

We, the undersigned, being all of the shareholders or members entitled to vote, hereby give our written consent to the dissolution of

CallCatchers Inc.

(Corporate Name)

a corporation organized and existing under the laws of the State of Tennessee on the following terms and conditions (Insert here any terms and conditions which are desired and are in accordance with law):

Date: 9/28/16

Signature: [Signature]

Name: Gino Capozzi

(Typed or Printed)

Signer's Capacity: Tax and Compliance Manager

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY "CALLCATCHERS INC." IS DULY
INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD
STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS
OF THIS OFFICE SHOW, AS OF THE TWENTY-THIRD DAY OF JUNE, A.D. 2016.



2575702 8300

SR# 20164607592

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 202548310

Date: 06-23-16

**CERTIFICATE OF INCORPORATION
OF**

**CallCatchers Inc.
A CLOSE CORPORATION**

FIRST: The name of this corporation is CallCatchers Inc.

SECOND: Its registered office in the State of Delaware is to be located at Three Christina Centre, 201 N. Walnut St., Wilmington, DE 19801, County of New Castle. The registered agent in charge thereof is The Company Corporation, address "same as above".

THIRD: The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on, are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of total authorized shares of stock of this corporation is 1,500 shares of
NO par value.

FIFTH: The name and mailing address of the incorporator is:
Regina Cephas, Three Christina Centre, 201 N. Walnut St., Wilmington DE 19801

SIXTH: All of the corporation's issued stock, exclusive of treasury shares, shall be held of record by not more than thirty (30) persons.

SEVENTH: All of the issued stock of all classes shall be subject to one or more of the restrictions on transfer permitted by Section 202 of the General Corporation Law.

EIGHTH: The corporation shall make no offering of any of its stock of any class which would constitute a "public offering" within the meaning of the United States Securities Act of 1933 as it may be amended from time to time.

NINTH: Directors of the corporation shall not be liable to either the corporation or its stockholders for monetary damages for a breach of fiduciary duties unless the breach involves: (1) a director's duty of loyalty to the corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) liability for unlawful payments of dividends or unlawful stock purchases or redemption by the corporation; or (4) a transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate and do certify that the facts herein are true, and I have accordingly hereunto set my hand.

DATED: DECEMBER 28, 1995

Regina Cephas

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CALLCATCHERS INC.", FILED IN THIS OFFICE ON THE THIRD DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2575702 8100

001056105



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

0237931

AUTHENTICATION:

02-04-00

DATE:

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
CALLCATCHERS INC.

CALLCATCHERS INC. , a corporation
organized and existing under and by virtue of the General
Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation at a
meeting duly convened and held, adopted the following resolution:

RESOLVED that the Board of Directors hereby declares it
advisable and in the best interest of the Company that Article
Fourth of the Certificate of Incorporation be amended to read as
follows:


FOURTH: The total number of shares of stock which this
corporation is authorized to issue is:

ONE THOUSAND FIVE HUNDRED AND TWENTY FIVE (1525) SHARES WITHOUT
PAR VALUE

SECOND: That the said amendment has been consented to and
authorized by the holders of a majority of the issued and
outstanding stock entitled to vote by written consent given in
accordance with the provisions of Section 228 of the General
Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in
accordance with the applicable provisions of Sections 242 and 228 of
the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this
Certificate to be signed by
this 27th day of January A.D. 2000.



Authorized Officer
ERIC THOMAS

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "CALLCATCHERS INC.", FILED IN THIS OFFICE ON THE TWENTIETH DAY OF FEBRUARY, A.D. 2002, AT 9 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2575702 8100

AUTHENTICATION: 1626682

020113676

DATE: 02-22-02

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION

- **First:** That at a meeting of the Board of Directors of _____
CALLCATCHERS INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof.

The resolution setting forth the proposed amendment is as follows:

Resolved, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered " 4 " so that, as amended, said Article shall be and read as follows:

" THE CORPORATION SHALL BE AUTHORIZED TO ISSUE UP TO
ONE MILLION TWO HUNDRED TWENTY THOUSAND SHARES OF COMMON
STOCK WITH A PAR VALUE OF \$0.10 AMOUNTING TO \$122,000.00. "

- **Second:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- **Third:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- **Fourth:** That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: _____

(Authorized Officer)

NAME: _____

Eric Thomas

(Type or Print)

STATE of DELAWARE
CERTIFICATE of AMENDMENT of
CERTIFICATE of INCORPORATION

- **First:** That at a meeting of the Board of Directors of _____
CALLCATCHERS INC.

resolutions were duly adopted setting forth a proposed amendment of the Certificate of Incorporation of said corporation, declaring said amendment to be advisable and calling a meeting of the stockholders of said corporation for consideration thereof.

The resolution setting forth the proposed amendment is as follows:

Resolved, that the Certificate of Incorporation of this corporation be amended by changing the Article thereof numbered "_____" so that, as amended, said Article shall be and read as follows:

" THE CORPORATION SHALL BE AUTHORIZED TO ISSUE UP TO
ONE MILLION TWO HUNDRED TWENTY THOUSAND SHARES OF COMMON
STOCK WITH A PAR VALUE OF \$0.10 AMOUNTING TO \$122,000.00. "

- **Second:** That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of said corporation was duly called and held, upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- **Third:** That said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
- **Fourth:** That the capital of said corporation shall not be reduced under or by reason of said amendment.

BY: _____

(Authorized Officer)

NAME: _____

Eric Thomas

(Type or Print)

Exhibit B

Sample Bill



169 Saxony Road, Suite 212
Encinitas, CA 92024

Statement

Customer Number 119748
Statement Date 09/24/16

Attn: Danielle Duncan
FreedomVoice
169 SAXONY RD STE 212
ENCINITAS, CA 92024

Statement Summary for Billing Period: Aug 24, 2016 - Sep 23, 2016

Last Statement Balance	\$14818.32
Payments and Credits	(\$0.00)
Recent Invoices	\$0.00
Current Invoice	\$820.25

Total Outstanding Balance	\$15638.57
----------------------------------	-------------------

Statement Details for Billing Period: **Aug 24, 2016 - Sep 23, 2016**

Last Statement Balance:	\$14818.32
--------------------------------	-------------------

Payments and Credits

Transaction Type	Transaction Number	Date	Amount
Total Payments and Credits			(\$ 0.00)



169 Saxony Road, Suite 212
Encinitas, CA 92024

Invoice

Customer Number: 119748
Statement Date: 09/24/16
Invoice Number: 2016-09240358-4213-S

Attn: Danielle Duncan
FreedomVoice
169 SAXONY RD STE 212
ENCINITAS, CA 92024

Summary for this invoice:

Recent Purchases	\$ 0.00
Ongoing Services	\$ 720.89
Usage	\$ 0.12
Other Charges	\$99.24
<hr/>	
Total Charges for this invoice:	\$820.25
Outstanding balance or Credit on your account:	\$14818.32
<hr/>	
Total Charges Currently Due:	\$15638.57

Make checks payable to: FreedomVoice. You may also fax checks to: (800) 477-1477. If you have any questions regarding this invoice please contact FreedomVoice at 800-477-1477 x3 or email us at billing@freedomvoice.com.

Please return the portion below with your payment

Invoice Number	Statement Date	Customer Number	Payment Due Date
2016-09240358-4213-S	09/24/16	119748	10/24/16

FreedomVoice
169 Saxony Rd, Suite 212
Encinitas, CA 92024

Total Amount Due: \$15638.57

Amount Enclosed: \$

Invoice Details

Recent Purchases	Dates	Qty	Unit Price	Extended
Total Recent Purchases				\$ 0.00

Ongoing Services	Dates	Qty	Unit Price	Extended
FreedomIQ Hosted PBX	Sep 24 2016 - Oct 23 2016	2	\$ 0.00	\$ 0.00
Record Calls	Sep 24 2016 - Oct 23 2016	1	\$ 69.95	\$ 69.95
(760) 536-4783				
Additional Local Number	Sep 24 2016 - Oct 23 2016	1	\$ 0.00	\$ 0.00
FreedomIQ Hosted PBX Local Company Number	Sep 24 2016 - Oct 23 2016	1	\$ 0.00	\$ 0.00
Subscriber Bundle	Sep 24 2016 - Oct 23 2016	1	\$ 14.00	\$ 14.00
(800) 207-6391				
Additional 800 Number	Sep 24 2016 - Oct 23 2016	2	\$ 5.00	\$ 10.00
Additional Auto Attendant	Sep 24 2016 - Oct 23 2016	1	\$ 15.00	\$ 15.00
FreedomIQ Hosted PBX	Sep 24 2016 - Oct 23 2016	1	\$ 0.00	\$ 0.00
Plugin Access	Sep 24 2016 - Oct 23 2016	1	\$ 49.99	\$ 49.99
Single Trunkline	Sep 24 2016 - Oct 23 2016	1	\$ 44.00	\$ 44.00
Subscriber Bundle	Sep 24 2016 - Oct 23 2016	3	\$ 14.00	\$ 42.00
(800) 969-8568				
Additional 800 Number	Sep 24 2016 - Oct 23 2016	1	\$ 5.00	\$ 5.00
Additional Auto Attendant	Sep 24 2016 - Oct 23 2016	1	\$ 15.00	\$ 15.00
FreedomIQ Hosted PBX	Sep 24 2016 - Oct 23 2016	1	\$ 0.00	\$ 0.00
Single Trunkline	Sep 24 2016 - Oct 23 2016	1	\$ 44.00	\$ 44.00
Subscriber Bundle	Sep 24 2016 - Oct 23 2016	1	\$ 14.00	\$ 14.00
(800) 975-1318				
411 Directory Access	Sep 24 2016 - Oct 23 2016	1	\$ 3.00	\$ 3.00
Additional 800 Number	Sep 24 2016 - Oct 23 2016	1	\$ 5.00	\$ 5.00
Extra minutes - 3000	Sep 24 2016 - Oct 23 2016	1	\$ 117.00	\$ 117.00
FreedomIQ Hosted PBX	Sep 24 2016 - Oct 23 2016	1	\$ 0.00	\$ 0.00
Random Hold Music	Sep 24 2016 - Oct 23 2016	1	\$ 5.00	\$ 5.00
Record Calls	Sep 24 2016 - Oct 23 2016	1	\$ 69.95	\$ 69.95
Single Trunkline	Sep 24 2016 - Oct 23 2016	2	\$ 44.00	\$ 88.00
Subscriber Bundle	Sep 24 2016 - Oct 23 2016	4	\$ 14.00	\$ 56.00
TalkText Voicemail Transcription	Sep 24 2016 - Oct 23 2016	1	\$ 5.00	\$ 5.00

(888) 220-9629

Additional Toll Free Number	Sep 24 2016 - Oct 23 2016	1	\$ 5.00	\$ 5.00
CloudPBX Hosted PBX	Sep 24 2016 - Oct 23 2016	1	\$ 0.00	\$ 0.00
Single Trunkline	Sep 24 2016 - Oct 23 2016	1	\$ 44.00	\$ 44.00
Total Ongoing Service				\$ 720.89

Service Usage	Dates	Qty	Unit Price	Extended
---------------	-------	-----	------------	----------

(800) 975-1318

TalkText Voicemail Transcription Usage	Aug 24, 2016 - Sep 23, 2016	0 seconds	\$ 0.25/30 Second Increment	\$ 0.00
Total Service Usage				\$ 0.00

Call Usage (See following pages for usage detail.)

Total Call Usage:	\$ 0.12
--------------------------	----------------

Other Charges	Date	Amount
Late Fees		\$ 0.00
Taxes, Surcharges & Regulatory Fees*		
CA High Cost Fund A (VoIP)		\$ 0.92
CA Teleconnect Fund (VoIP)		\$ 2.82
CASF (VoIP)		\$ 1.21
E911 (VoIP)		\$ 1.96
FCC Regulatory Fee (VoIP)		\$ 0.96
FUSF (VoIP)		\$ 51.72
Regulatory Recovery Fee		\$ 24.01
TRS (VoIP)		\$ 1.31
Universal Lifeline Telephone Service Charge (VoIP)		\$ 14.33

* FreedomVoice is required by Federal, State, and other government and/or regulatory agencies to assess the above taxes, surcharges, and regulatory fees for our services.

Total Other Charges:	\$ 99.24
-----------------------------	-----------------

Total Charges:	\$820.25
-----------------------	-----------------

Call Usage	Date	Time	Duration	Payphone Amount	Amount
Incoming for phone number: (800) 207-6391			00:01:24		\$ 0.08
(515) 285-3057	Aug 30, 2016	13:35 - 13:35	00:00:42		\$ 0.04
(229) 309-3787	Sep 09, 2016	22:55 - 22:56	00:00:42		\$ 0.04
Incoming for phone number: (800) 218-0483			00:00:42		\$ 0.04
(580) 429-3859	Sep 09, 2016	10:42 - 10:43	00:00:42		\$ 0.04
Total Usage			0:02:06	\$ 0.00	\$ 0.12

Exhibit C

Sample Number Transfer Agreements



Phone: (800) 477-1477 ext. 848

Fax: (800) 201-1371

phonenumberrequests@freedomvoice.com

Important Steps for Successful Local Number Transfer

Thank you for choosing FreedomVoice. To ensure a smooth local number transfer (or "port") you must complete the following steps. Please take special care to confirm each of these steps has been completed correctly. A seemingly small issue in the number porting process can result in significant delays. In addition to this document, we also have a number porting [video](#) available for FreedomIQ customers.

Before Scheduling the Porting of Your Numbers

- ☐ Verify your phone system works properly and that your caller will have the experience you expect them to have when calling your phone number.
- ☐ Configure your user extensions, call forwarding and other features within the WebLink interface. Verify that greetings for your auto attendant and voicemail boxes have been recorded.

After Your System Is Set Up

- ☐ Notify your current carrier and affirm that they are aware that the transfer is taking place.
- ☐ Verify there is nothing on their end that could hold up the port. (e.g. account freezes or pending orders)
- ☐ Verify the address, full name and authorized signer on the account with your existing carrier.
- ☐ **Confirm the billing telephone number** - This is the top reason for delays with a local number port.
- ☐ Complete, sign, & date (no older than 30 days) the Local Number Transfer Request form (attached) and return to installer or FreedomVoice with the most recent copy of your phone bill (no older than 60 days).

Once we receive your properly completed and signed paperwork, we will coordinate with your existing phone carrier to complete the transfer. In doing so, your existing phone carrier will no longer be the carrier for the numbers you've requested to have transferred to FreedomVoice, as only one carrier may be designated as the preferred carrier for a phone number. The local number porting process ranges from 10-15 business days, and we will send confirmation by email when the process is complete.

As the end-user of the number(s) to be transferred, you have certain rights related to porting such number(s) to a carrier of your choice. Notwithstanding these rights, FreedomVoice may hold the right to control the local number if there is an outstanding balance on the FreedomVoice account associated with that local number, and that FreedomVoice shall do so in accordance with existing local number portability law and regulation. You hereby agree to pay all undisputed outstanding balances as a condition precedent to authorizing FreedomVoice to port your local number to another carrier and declare that there are no disputes with other carriers related to your local number that would prevent FreedomVoice from porting your number to our network.

If you are not ready to port your number(s) upon submitting this form, please provide another date below.

Optional Requested Transfer Date: _____

By signing this form I agree that I have read, understand, and have adhered to all information listed above. I would now, or on the requested transfer date above, if provided, like to transfer the number(s) I have listed on the Local Number Transfer Request to FreedomVoice.

Signature: _____

Date: _____

Please fax this completed form to your installer or to FreedomVoice at (800) 201-1371. A recent copy of your phone bill must be included.

Local Number Transfer Request

List the local number(s) you would like transferred and the number(s) on your system they will replace (if applicable). If more room is needed, list additional numbers on an attached sheet. Please consult your installer or FreedomVoice for information on any applicable fee for completing this transfer. You also have the option to keep any numbers being replaced for \$10 a month each.

If you are transferring toll free numbers please download and complete a [toll free number porting form](#).

Telephone Number	Is this number replacing a number on your account? If so, please list the number.

Please ensure the following information is completed and accurate to prevent possible delays.

End-User Name (Business or Residential) – Note that all telephone numbers listed above must be associated with this name.

Person Authorized to Make this Request if a Business

Billing Telephone Number Listed With the Current Carrier - Important: Please confirm this number with your current carrier.

Street Address

City, State, ZIP

Current Service Provider

Daytime Telephone Number

Print End-User Name

Customer ID/Account Number

Signature: _____ **Date:** _____

Please fax this completed form to your installer or to FreedomVoice at (800) 201-1371. A recent copy of your phone bill must be included.



Phone: (800) 477-1477 ext. 848
Fax: (800) 201-1371
phonenumberrequests@freedomvoice.com

Important Steps for Successful Toll Free Number Porting

Thank you for choosing FreedomVoice. To ensure a smooth number transfer (or "port") you must complete the following steps. Please take special care to confirm each of these steps has been completed correctly. A seemingly small issue in the number porting process can result in significant delays. In addition to this document, we also have a number porting [video](#) available for FreedomIQ customers.

Before Scheduling the Porting of Your Numbers

Complete the following tasks. These steps ensure that when your number(s) port over, your system is ready to go and your callers will have the experience you want them to have.

- ☐ Verify your phone system works properly and that your caller will have the experience you expect them to have when calling your phone number.
- ☐ Configure your user extensions, call forwarding and other features within the WebLink interface. Verify that greetings for your auto attendant and voicemail boxes have been recorded.

After Your System Is Set Up

When your system is ready for customers to call, it is time to initialize the porting process:

- ☐ Notify your current carrier that you will be porting numbers and affirm that they are aware that the transfer is taking place.
 - ☐ Verify there is nothing that could hold up the port. (e.g. "account freezes" or pending orders)
 - ☐ Verify the address, full name and authorized signer on the account.
- ☐ Complete, sign, and date (no older than 30 days) the Toll Free Number Transfer Request form and return the form to your installer or FreedomVoice with the most recent copy of your phone bill (no older than 60 days).

Once we receive your properly completed and signed paperwork, we will coordinate with your existing phone carrier to complete the process. The toll free number porting process ranges from 4-6 business days. Once your number(s) have ported, we will send you an email confirmation.

By signing this form I agree that I have read, understand, and have adhered to all information listed above.

Signature: _____

Date: _____

FreedomVoice
 Customer ID # _____

 Phone: 800-477-1477 x848
 Fax: 800-201-1371

As the end user subscriber for this (these) toll free number(s), I hereby authorize Lightyear Network Solutions, LLC (UDI01) to become the Responsible Organization (RespOrg) for the following toll free service number(s) and to act on my behalf to transfer RespOrg functions to Lightyear.

 Lightyear Responsible Organization ID: **UD101**

Toll Free Number(s)	POTS Number (ring to number)	Toll Free Number(s)	POTS Number (ring to number)
() _____	() _____	() _____	() _____
() _____	() _____	() _____	() _____
() _____	() _____	() _____	() _____
() _____	() _____	() _____	() _____

PRINT Customer Name _____

 Address _____ ☐ Billing Address ☐ Service Address

City _____ State _____ Zip _____

Customer Contact _____ Phone _____

Check area(s) of service you want: oXC (US, Canada & Caribbean) oXA (US & Canada) oXB (US & Caribbean) oUS (US Only) oCN (Canada Only) I attest under penalty of law, as an authorized employee of the company named above, that the company is the exclusive end user subscriber of the toll free number(s) listed above and that the company assumes all liability for the misappropriation of traffic of any other end user subscriber with regard to the toll free number(s) listed. I also understand that this request for a RespOrg change to Lightyear does not constitute an order for disconnect of service with my existing carrier(s). I continue to accept responsibility for notifying my existing carrier(s) of any intention to disconnect and/or change my toll free service after Lightyear has been designated my RespOrg for the toll free number(s) listed above.

Authorized Signature _____ Date _____

PRINT Authorized Name _____ Title _____

Customer BBTN: _____	Current Responsible Organization ID: _____
Lightyear Representative: _____	Contact: _____
Date Received: _____	Telephone: _____
Date/Time Faxed: _____	Fax: _____
Response Received Date/Time: _____	Agent: _____

Exhibit D

Financial Disclosure

REDACTED

Applicant requests confidential treatment in a separate filing containing the requested financial disclosure documents.

As of December 2014

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Profit & Loss Statement

January 2014 through December 2014

Country	Percentage of population aged 65 and over in 1990
Belgium	28
France	24
Germany	23
Italy	22
Japan	21
Netherlands	20
Spain	19
Sweden	18
Switzerland	17
United Kingdom	16
United States	15
Canada	14
Australia	13
New Zealand	12
Norway	11

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

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Balance Sheet

As of December 2015

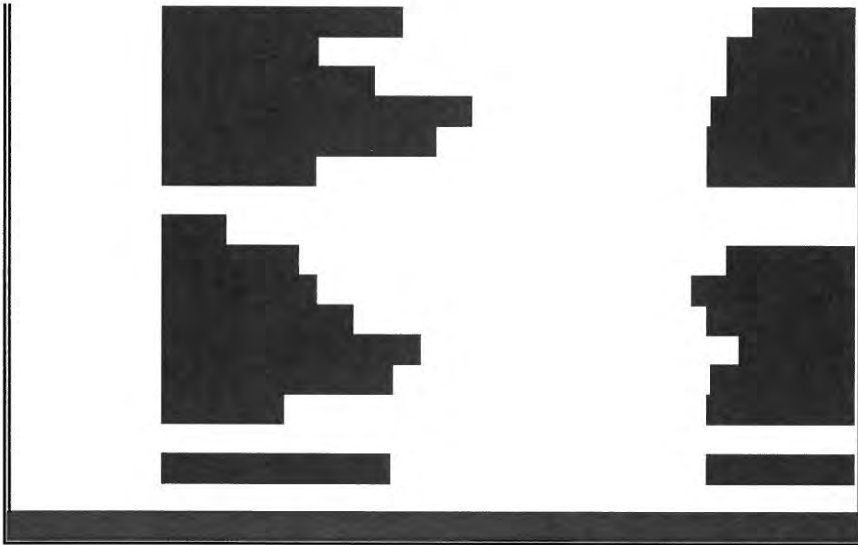
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FreedomVoice Systems
169 Saxony Road, Suite 206
Encinitas, CA 92024

Profit & Loss Statement

January 2015 through December 2015

Category	Percentage
1	100%
2	100%
3	100%
4	100%
5	100%
6	100%
7	100%
8	100%
9	100%
10	100%
11	100%
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98	100%
99	100%
100	100%

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Balance Sheet

As of May 2016

[illegible]

Page 2

[illegible]

Category	Percentage
U.S. should take action	95%
U.S. should not take action	5%

[REDACTED]

1. **Introduction**
 2. **Background**
 3. **Methodology**
 4. **Results**
 5. **Discussion**
 6. **Conclusion**
 7. **References**
 8. **Appendix**
 9. **Figure 1**
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Exhibit E

Small & Minority-Owned Telecommunications Business Participation Plan

SMALL AND MINORITY-OWNED TELECOMMUNICATIONS BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. § 65-5-112, as amended, CallCatchers Inc. d/b/a FreedomVoice Systems ("FreedomVoice") submits this Small and Minority-Owned Telecommunications Business Participation Plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services within the State of Tennessee.

I. Purpose

The purposes of T.C.A. § 65-5-112 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. FreedomVoice is committed to the goals of T.C.A. § 65-5-112, and to taking steps to support the participation of small and minority-owned telecommunications businesses in the telecommunications industry. FreedomVoice will endeavor to provide opportunities for small and minority-owned telecommunications businesses to transact business with the company, and will make efforts to identify and inform qualified minority-owned and small businesses of opportunities for providing goods and services to FreedomVoice.

FreedomVoice's representatives will contact the Tennessee Department and Economic and Community Development to obtain a list of qualified vendors under the Small and Minority-Owned Telecommunications Assistance Program. Moreover, FreedomVoice will seek to increase awareness of such opportunities so that companies not otherwise qualified will have sufficient information and opportunity to participate in the procurement process.

II. Definitions

As defined in T.C.A. § 65-5-112:

- 1) *Minority-Owned Business* – Minority-owned business shall mean a business that: (1) is solely-owned; or (2) has (a) at least fifty-one percent (51%) of its assets or outstanding stock owned by an individual who (i) personally manages and controls daily operations of such business, and (ii) who is impeded from normal entry into the economic mainstream because of race, religion, sex, or national origin, and (b) has annual gross receipts of less than four million dollars (\$4,000,000).
- 2) *Small Business* – Small business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

III. Administration

FreedomVoice's Plan will be overseen and administered by the individual named below (hereinafter referred to as the "Administrator") who will be responsible for carrying out and

promoting FreedomVoice's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Gino Capozzi
Regulatory and Tax Compliance Manager
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, CA 92024
Tel: (800) 477-1477 x 816
Fax: (800) 477-1477
Email: compliance@freedomvoice.com

The Administrator's responsibilities will include:

- 1) Maintaining an updated Plan in full compliance with T.C.A. § 65-5-112, and the rules and orders of the Tennessee Regulatory Authority ("TRA");
- 2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan;
- 3) Preparing and submitting such forms as may be required by the TRA;
- 4) Authority, including the filing of required annual updates;
- 5) Serving as the primary liaison to and cooperate with the TRA, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in T.C.A. § 65-5-112.
- 6) Searching for and developing opportunities to use small and minority-owned businesses, and encouraging such businesses to participate in and bid on contracts and subcontracts;
- 7) Providing records and reports and cooperating in any authorized surveys as required by the TRA;
- 8) Establishing a record-keeping system to track qualified small and minority-owned businesses, and efforts to use such businesses;
- 9) Providing information and educational activities to persons within FreedomVoice, and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses; and
- 10) In performance of these duties, the Administrator will utilize a number of resources, including:
 - a) Chambers of Commerce;

- b) The Tennessee Department of Economic and Community Development;
- c) The United States Department of Commerce;
- d) Small Business Administration;
- e) Office of Minority Business;
- f) The National Minority Supplier Development Counsel;
- g) The National Association of Women Business Owners;
- h) The National Association of Minority Contractors; and
- i) Historically Black Colleges, Universities, and Minority Institutions.

The efforts to promote and ensure equal opportunities for small and minority-owned businesses are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

IV. RECORDS AND COMPLIANCE REPORTS

FreedomVoice will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, FreedomVoice will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

FreedomVoice will submit records and reports required by the TRA concerning the Plan. Moreover, FreedomVoice will cooperate fully with any surveys and studies required by the TRA.

CALLCATCHERS INC. D/B/A FREEDOMVOICE SYSTEMS

By: 

Eric Thomas, President

Dated: July 30, 2016

Exhibit F

Toll Dialing Parity Plan

IntraLATA Toll Dialing Parity Plan

1. Purpose

Applicant CallCatchers Inc., d/b/a FreedomVoice Systems ("FreedomVoice") describes herein the process for implementing IntraLATA Toll Dialing Parity in its exchanges located in the State of Tennessee. The intent of this plan is to provide a proposal that, upon implementation, would provide customers with the ability to pre-select the telecommunications carriers of their choice for routing their 1+ intraLATA toll calls.

2. IntraLATA Environment

FreedomVoice is implementing 1+ IntraLATA toll calling. Implementation of 1+ IntraLATA toll dialing parity will permit our customers to pre-select the carrier of their choice to provide 1+ IntraLATA long distance services.

3. Implementation Schedule

FreedomVoice is implementing 1+ IntraLATA toll dialing parity coincident with the approval of its application for authority to provide long distance telecommunications services, within the State of Tennessee. The implementation date will be the same for all exchanges. Each customer will be notified of the availability of the Plan by bill inserts in their first billing. FreedomVoice will not charge its customers to recover incremental costs related to IntraLATA toll dialing parity.

4. Carrier Selection Process

FreedomVoice will implement the full 2-PIC carrier selection methodology. With the full 2-PIC methodology, customers will be able to pre-subscribe to one telecommunications carrier for interLATA toll calls and pre-subscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for intraLATA toll calls.

FreedomVoice employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business office personnel will be prepared to make changes in customer records based upon requests from customers or carriers. Processes are in place to provide new customers with an opportunity to choose their intraLATA toll carrier from available carriers.

The competitively neutral selection process will be provided to all new customers when new service is initiated. Customers will be assessed a PIC change charge of \$5.00 for changing their intraLATA or interLATA carrier, except for new subscribers to FreedomVoice's service. PIC charges will be waived for new subscribers.

Customers who contact FreedomVoice requesting new telephone exchange service will be advised of their telecommunications carriers (including FreedomVoice) available to provide interLATA toll service. The intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier or interLATA toll carrier will be identified as "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" will be required to dial 101XXXX to place intraLATA or interLATA toll calls until they make an affirmative choice for an intraLATA and/or interLATA toll carrier.

5. Slamming

FreedomVoice will not engage in the practice commonly known as "slamming". Customers will not have their services switched to FreedomVoice's services without a written letter of authorization for new service and changes in service. FreedomVoice will also employ third party verification for all customers who seek to change their presubscribed carrier to FreedomVoice. All affected FreedomVoice employees are aware of these procedures and will be immediately disciplined if the procedures are not followed.

6. Non-Discriminatory Access

FreedomVoice will provide non-discriminatory access to telephone numbers, operator services, directory assistance and directory listings.

7. Continued Compliance

FreedomVoice will comply with any rules issued by the TRA or Federal Communications Commission.

Exhibit G

Surety Bond

TENNESSEE REGULATORY AUTHORITY

TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 0694186

WHEREAS, Calccatchers Inc. d/b/a FreedomVoice (the "Principal"), has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, International Fidelity Insurance Company (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents.

This bond shall become effective on the 1st day of October, 2016, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

PRINCIPAL

Calccatchers Inc. d/b/a FreedomVoice

Name of Company authorized by the TRA

tbd

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name:

Title:

SURETY

International Fidelity Insurance Company

Name of Surety

2999 Oak Road, Suite 820, Walnut Creek, CA 94597

Address of Surety

SIGNATURE OF SURETY AGENT

Name: Yvonne Roncagliolo

Title: Attorney-in-Fact

Address of Surety Agent:
Woodruff-Sawyer & Co.

50 California St., 12th Floor
San Francisco, CA 94111

Signed and Sealed on 09/28/2016

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2000 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER, THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

ACKNOWLEDGMENT OF PRINCIPAL

STATE OF ~~TENNESSEE~~ California
COUNTY OF San Diego

Before me, a Notary Public of the State and County aforesaid, personally appeared Eric Thomas
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing
bond on behalf of Callcatchers Inc., and he acknowledged to me that he executed the same.

WITNESS my hand and seal this 28 day of September, 2016.

My Commission Expires:

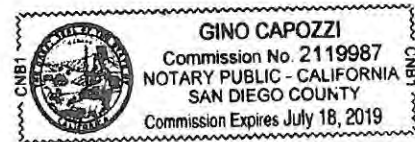
July 18, 2019



Notary Public

ACKNOWLEDGMENT OF SURETY

STATE OF ~~TENNESSEE~~ California
COUNTY OF San Francisco

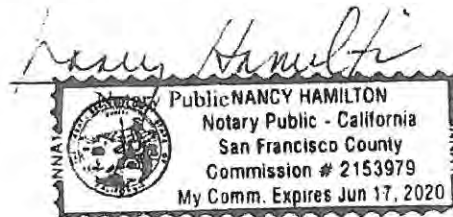


Before me, a Notary Public of the State and County aforesaid, personally appeared Yvonne Roncagliolo
with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the
foregoing bond on behalf of International Fidelity Insurance Company, the within named Surety, a corporation licensed to do business in the
State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state
pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, and that he as such an individual being authorized to do so,
executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

WITNESS my hand and seal this 28th day of September, 2016.

My Commission Expires:

June 17, 2020, 2020



APPROVAL AND INDORSEMENT

This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the
sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory
Authority, State of Tennessee, this _____ day of _____, 20____.

Name:

Title:

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

NERISSA S. BARTOLOME, ROGER C. DICKINSON, CHARLES R. SHOEMAKER, MARK M. MUNEKAWA,
STANLEY D. LOAR, NANCY L. HAMILTON, YVONNE RONCAGLIOLO

San Francisco, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

28th day of September, 2016

MARIA BRANCO, Assistant Secretary

Exhibit H

Tariff

CallCatchers Inc. d/b/a FreedomVoice Systems

TENNESSEE TELECOMMUNICATIONS TARIFF

This tariff contains the rates, terms, and conditions applicable to Resold Telecommunications Services provided by CallCatchers Inc. d/b/a FreedomVoice Systems (“FreedomVoice”), with principal offices at 169 Saxony Road, Suite 212, Encinitas, California 92024.

This tariff applies for services furnished within the State of Tennessee. The tariff is on file with the Tennessee Regulatory Authority, and copies may be inspected during normal business hours at the Company’s principal place of business.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

CHECK SHEET

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

Page	Revision	Page	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* - indicates those pages includes with this filing

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

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Issued: _____

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169 Saxony Road, Suite 212
Encinitas, California 92024

SYMBOLS

The following are the only symbols used for the purposes indicated below:

C – Change in Rule or Regulation.

D - Delete or Discontinue.

I - Change Resulting in an increase to a Customer's bill.

M - Moved from another tariff location.

N - New

R - Change resulting in a reduction to a Customer's bill.

T - Change in text or regulation.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the TRA.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier – CallCatchers Inc. d/b/a FreedomVoice Systems unless otherwise clearly indicated by the context.

Day - From 6:00 AM up to but not including 6:00 PM Pacific Time Monday through Friday.

Holidays - The Company observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

TRA – Refers to the Tennessee Regulatory Authority.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls where applicable.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the State of Tennessee under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of Tennessee.

2.3 Billing and Payment

2.3.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), in the month following such usage. Usage charges are billed in arrears. Payment is due thirty (30) days following receipt of a bill.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Billing and Payment continued**

- 2.3.2** Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within ninety (90) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.
- 2.3.3** Company will charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law. Company will also assess a \$10.00 processing fee.
- 2.3.4** Customer has the option of electing to pay invoices by credit card or check. Company will send Customer an invoice each month. Customer may also receive an additional invoice on Friday of any week in which Customer's minute usage is approximately \$18 for credit card customers or \$75 for check pay customers. Customer shall have thirty (30) days from the date of the invoice to remit payment. Company will bill Customer's credit card on the date payment is due. If the card fails, Company will notify Customer. The second day after the due date, Company will attempt to bill the card, and, if the card fails, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to bill the card and, if the card fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Customer will temporary suspend service until payment is received.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Billing and Payment continued****2.3.4 continued**

For customers that pay by check, Company suspends service fifteen (15) days after the due date. Each day from the due date until the date service is suspended (thirty (30) to forty-five (45) days from the date of the invoice), Company notifies Customer by electronic mail that Customer must remit payment or risk suspension. On day forty-five (45), the customer's account is put on hold and Company sends notifications everyday thereafter until the Customer pays or Company cancels the account for non-payment. Company cancels any account that is past due more than ninety (90) days.

2.4 Taxes

The quoted rates do not include taxes. The Company will assess a separate charge on a Customer's bill for state and local taxes.

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Cancellation or Interruption of Services**

2.6.1 Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

2.6.2 Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

2.6.3 Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.

2.6.4 The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Cancellation or Interruption of Services (Cont'd)**

2.6.5 If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

2.7.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

2.7.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

2.7.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.7.4 Failure to pay a previously owed bill by the same Customer at another location.

2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted all accrued and unpaid charges. In addition, Customer will be assessed a \$10.00 reconnection fee to reinstitute service. Other than any applicable initiation fees, there will be no charge for the service restoration.

2.10 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.12 Liability of the Company

2.12.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures; or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.12 Liability of the Company (Cont'd)**

2.12.2 No Warranties: The services provided under this Tariff are provided “as is.” The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company’s behalf and Customer should not rely on any such statement.

2.12.3 The Company’s liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, but in any event not more than the sum of two months of the Customer’s monthly charges, unless ordered by the Commission.

2.12.4 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company’s facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
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Encinitas, California 92024

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.13 Disconnection of Service by Carrier**

The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.13.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.13.2 A violation of any regulation governing the service under this tariff.

2.13.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.13.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.14 Disconnection of Service by Customer

The Customer may terminate service at any time upon thirty (30) days' written notice.

2.15 Deposits

If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges.

2.16 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with Tennessee law.

2.18 Other Rules

2.18.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is eighteen (18) seconds for a connected call and calls beyond eighteen (18) seconds are billed in six-second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

Issued: _____

Effective: _____

Issued by: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
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Encinitas, California 92024

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Service Offerings**3.3.1 Inbound 800/Toll-Free and Long Distance Service**

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six-second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

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CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-100,000 minutes) – Monthly charge \$4.95-\$200.00
Usage above Plan Allowance – \$0.039 to \$0.059 per minute
Activation Fee – (may be waived for certain plans)

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month, or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty (30) days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

4.3 Returned Check Charge

Returned checks will result in a \$25.00 fee applied to the Customer's account balance.

4.4 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates.

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SECTION 4 – RATES (Cont'd)**4.5 Special Pricing Arrangements – ICB**

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation and recurring charges, may be established at negotiated rates on an individual case basis (“ICB”), taking into account such factors as the nature of the services, the costs operation, the volume of traffic commitment, and the length of service commitment by Customer, as long as the rates and charges are not less than Carrier’s costs of providing the service. Such arrangements shall be considered special pricing arrangements, the terms of which will be set forth in individual contracts or Customer term agreements. Specialized pricing arrangement rates or changes will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis. The rates will be made a part of this Tariff.

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