

DESAUTEL LAW

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Marisa Desautel  
[Marisa@desautelesq.com](mailto:Marisa@desautelesq.com)  
401.477.0023

May 15, 2020

VIA ELECTRONIC AND FIRST CLASS MAIL

Luly E. Massaro  
Commission Clerk  
Rhode Island Public Utilities Commission  
89 Jefferson Boulevard  
Warwick, RI 02888

**RE: TRUCONNECT COMMUNICATIONS, INC.**

Dear Ms. Massaro:

Enclosed please find the following documents for filing on behalf of our client, Truconnect Communications, Inc.:

1. Application of Truconnect Communications, Inc. for CMRS Registration with exhibits and a check in the amount of \$300. *Please also note that Exhibit 7 is provided under seal, as it contains trade secret information and confidential financial information.*
2. Petition of Truconnect Communications, Inc., for Designation as an Eligible Telecommunications Carrier in the State of Rhode Island.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to contact me at (401) 477-0023.

Respectfully,

Marisa Desautel, Esq.  
Desautel Law  
38 Bellevue Avenue, Suite H  
Newport, RI 02840  
Tel: (401) 477-0023

Enclosures

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
PUBLIC UTILITIES COMMISSION**

**COMMERICAL MOBILE RADIO SERVICE  
TELECOMMUNICATIONS SERVICE SUPPLIER (CLASS VI)  
REGISTRATION**

**FOR**

**TRUCONNECT COMMUNICATIONS, INC.**

**1. Statement of Business Operations**

- a. What is the Registrant's corporate name, complete address, telephone/fax numbers, and e-mail address?

TruConnect Communications, Inc.  
1149 S. Hill Street, Suite 400  
Los Angeles, California 90015  
Telephone: (800) 430-0443  
E-mail: [RegulatoryAffairs@truconnect.com](mailto:RegulatoryAffairs@truconnect.com)

- b. What is the Registrant's local Company name, complete address, telephone/fax numbers, and e-mail address?

Please see response to 1(a) above.

- c. What are the Registrant's business locations?

TruConnect Communications, Inc.  
1149 S. Hill Street, Suite 400  
Los Angeles, California 90015  
Web-site: [www.truconnect.com](http://www.truconnect.com)

- d. What is the Registrant's service agent?

InCorp Services, Inc.  
222 Jefferson Blvd.  
Warwick, RI 02888  
Telephone: (800) 246-2677

- e. Who is the Registrant's attorney of record, including complete address, telephone/fax numbers, and e-mail address?

Lance J.M. Steinhart  
Lance J.M. Steinhart, P.C.  
1725 Windward Concourse  
Suite 150  
Alpharetta, Georgia 30005  
Telephone: (770) 232-9200  
Facsimile: (770) 232-9208  
E-mail: [lsteinhart@telecomcounsel.com](mailto:lsteinhart@telecomcounsel.com)

Marisa Desautel, Esq.  
Managing Attorney  
Desautel Law  
38 Bellevue Ave, Unit H  
Newport, RI 02840  
(401) 477.0023 (Phone)  
E-Mail: [marisa@desautelesq.com](mailto:marisa@desautelesq.com)

- f. Who are the Registrant's corporate officers and major stockholders or partners holding a ten percent or greater equity interest?

Officers

Nathan R. Johnson  
Matthew H. Johnson  
Jeffrey Mithal  
Lucy Sung  
Aleksandr Gudkov  
Danielle Perry

10% or Greater Shareholders

Nathan R. Johnson  
Matthew H. Johnson

- g. Provide a general description of Registrant's operations:

Registrant is a provider of commercial mobile radio service (“CMRS”) throughout the United States. Registrant has not been denied authority for any of the services for which it seeks authority in this Application. Registrant obtains from underlying carriers, such as T-Mobile and Sprint, the network infrastructure and wireless transmission facilities to allow Registrant to provide prepaid wireless telecommunications services to end-users.

- h. Provide a description of Registrant's Customer Service Organization:

Registrant's customer service department may be contacted nationwide for questions, requests for service, complaints and trouble handling via a toll-free number, (800) 430-0443. The Customer Service Department is located at 1149 S. Hill Street, Suite 400, Los Angeles, California 90015.

Office Hours- Excluding holidays, Customer Service Representatives will be available 5:00 AM to 9:00 PM pacific standard time Monday through Saturday. After hours, Sundays and on holidays, Customers will be automatically forwarded to an answering service for messaging and paging.

Complaint Procedures- The Customer shall pose any inquiries or disputes directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department. The Company will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Rhode Island Public Utilities Commission for final determination.

- i. Who is the Registrant's Customer Service Contact, including complete address, telephone/fax numbers, and e-mail address?

Lucy Sung  
TruConnect Communications, Inc.  
1149 S. Hill Street, Suite 400  
Los Angeles, California 90015  
Telephone: (800) 460-0443  
E-mail: [RegulatoryAffairs@truconnect.com](mailto:RegulatoryAffairs@truconnect.com)

- j. Who is the Registrant's Regulatory Contact, including complete address, telephone/fax numbers, and e-mail address?

Lance J.M. Steinhart  
Lance J.M. Steinhart, P.C.  
1725 Windward Concourse  
Suite 150  
Alpharetta, Georgia 30005  
Telephone: (770) 232-9200  
Facsimile: (770) 2362-9208  
E-mail: [lsteinhart@telecomcounsel.com](mailto:lsteinhart@telecomcounsel.com)

k. What is the Registrant's Company web site URL, if applicable?

[www.truconnect.com](http://www.truconnect.com)

2. **Registrant's evidence of authorization from the Rhode Island Secretary of State is attached as Exhibit 1 hereto.**
3. **Registrant's CONFIDENTIAL financial information is attached hereto as Exhibit 2.**
4. **Registrant's Proposed Tariff is attached hereto as Exhibit 3.**

## LIST OF EXHIBITS

EXHIBIT 1 - AUTHORIZATION FROM SECRETARY OF STATE

EXHIBIT 2 - FINANCIAL STATEMENTS

EXHIBIT 3 - PROPOSED TARIFF

EXHIBIT 1 - AUTHORIZATION FROM SECRETARY OF STATE

See Attached



RECEIVED  
 R.I. DEPT. OF STATE  
 BUS SVCS DIV  
 2020 APR 28 A 10:37

### Application for Certificate of Authority

#### FOREIGN Business Corporation

→ Filing Fee: \$310.00 minimum

Pursuant to the provisions of RIGL 7-1.2-1405, the undersigned foreign corporation hereby applies for a Certificate of Authority to transact business in the State of Rhode Island, and for that purpose submits the following statement:

1. The name of the corporation is:  <p style="text-align: center;">TRUCONNECT COMMUNICATIONS, INC.</p>		
2. It is incorporated under the laws of:  <p style="text-align: center;">Delaware</p>		
3. The name, if different, which it elects to use in Rhode Island is:  <p>(a) If the name of the corporation in its jurisdiction of incorporation does not contain the word "corporation", "company", "incorporated", or "limited," or an abbreviation thereof, then list the name of the corporation with the addition of one of the above corporate endings for use in Rhode Island:</p> <p>(b) If the corporate name is not available in Rhode Island, then set forth below the fictitious name under which the corporation will qualify and transact business in Rhode Island as stated in the "Fictitious Business Name Statement" to be filed with this application:</p>		
4. The date of its incorporation is:      June 19, 2001		
And the period of its duration is: <b>CHECK ONE BOX ONLY</b>		
<input checked="" type="checkbox"/> Perpetual (on-going) <input type="checkbox"/> Date certain for dissolution _____		
5. The address of its principal office is:  <p style="text-align: center;">1149 S. Hill Street, Suite 400    Los Angeles, CA 90015</p>		
6. The name and address of the initial registered agent/office in Rhode Island:		
Agent Name  <p style="text-align: center;">Incorp Services, Inc.</p>		
Street Address (NOT a P.O. Box)  <p style="text-align: center;">222 Jefferson Blvd., Ste. 200</p>		
City/Town  <p style="text-align: center;">Warwick</p>	State  <p style="text-align: center;"><b>RHODE ISLAND</b></p>	Zip Code  <p style="text-align: center;">02888</p>

**MAIL TO:**  
**Division of Business Services**  
 148 W. River Street, Providence, Rhode Island 02904-2615  
**Phone:** (401) 222-3040  
**Website:** www.sos.ri.gov

7. The purpose or purposes which it proposes to pursue in the transaction of business in Rhode Island are:

To Provide Telecommunication Services

8. (a) The names and respective addresses of its directors (optional, unless directors are required under the laws of the state or country of which it is incorporated):

NAME	ADDRESS
Nathan Johnson, Co-CEO	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015
Matthew Johnson, Co-CEO	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015

Check the box to indicate an attachment

8. (b) The names and respective addresses of its principal officers (mandatory if directors are not required under the laws of the state or country of which it is incorporated):

OFFICE	NAME	ADDRESS
PRESIDENT	Nathan Johnson	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015
VICE PRESIDENT	Matthew Johnson	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015
TREASURER		
SECRETARY		

Check the box to indicate an attachment

9. The aggregate number of shares which it has authority to issue; itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE OR STATE NO PAR VALUE
100	Common		0.01

10. An estimate, as a percentage, of the proportion that the estimated value of the property of the corporation to be located within this state during the following year bears to the value of all property of the corporation to be owned during the following year, wherever located. (Note: Percentage obtained from worksheet.)

0 \_\_\_\_\_ %

11. An estimate, as a percentage, of the proportion of the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year compared to the gross amount thereof which will be transacted by the corporation during the following year. (Note: Percentage obtained from worksheet.)

5 \_\_\_\_\_ %

12. This application must be accompanied by a Certificate of Good Standing/Letter of Status from the state or country of formation dated within 60 days of the date of this filing.

13. Date when the Certificate of Authority will be effective: **CHECK ONE BOX ONLY**

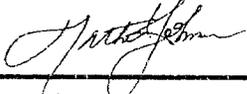
Date received (Upon filing)

Later effective date (Date must be no more than 90 days from the date of filing) \_\_\_\_\_

*Under penalty of perjury, I declare and affirm that I have examined this Application for Certificate of Authority, including any accompanying attachments, and that all statements contained herein are true and correct.*

Type or Print Name of Authorized Officer	Date
Nathan R. Johnson	4/22/2020

Signature of Authorized Officer of the Corporation

X 

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).



**License Fee Worksheet**  
**for a Certificate of Authority by a Foreign Business Corporation**

Section 7-1.2-1602 of the General Laws of Rhode Island, 1956, as amended

Use worksheet to calculate the corporation's license fee:	
1. (a) Estimate, in dollars, the value of all property to be owned by the corporation for the following year, wherever located: \$ <u>100,000.00</u>	(b) Estimate, in dollars, the value of the corporation's property to be located within Rhode Island during the following year: \$ <u>0</u>
c) Estimate, <b>as a percentage</b> , the proportion that the estimated value of the property of the corporation to be located within Rhode Island during the following year bears to the value of all property of the corporation to be owned during the following year, wherever located: <i>(Note: Divide (1b) by (1a) and multiply by 100 to obtain the percentage.)</i> 0 _____ %	
2. (a) Estimate, in dollars, the gross amount of business to be transacted by the corporation during the following year: \$ <u>100,000.00</u>	(b) Estimate, in dollars, the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year: \$ <u>5,000.00</u>
(c) Estimate, <b>as a percentage</b> , the proportion of the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year compared to the gross amount thereof which will be transacted by the corporation during the following year: <i>(Note: Divide (2b) by (2a) and multiply by 100 to obtain the percentage.)</i> 5 _____ %	

\*This worksheet is NOT a public document and will NOT be imaged.

**MAIL TO:**  
 Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: www.sos.ri.gov

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.



### Filer Contact Information

In the event our office needs more information in order to complete the filing of this document, we ask for the filer's contact information. **All fields are REQUIRED.**

Name: Lance J.M. Steinhart, P.C. <i>ATTN: Victoria Martin</i>		Date: <i>4/27/2020</i>
Proposed Entity Name: TRUCONNECT COMMUNICATIONS, INC.		
Street Address: 1725 Windward Concourse, Ste. 150		
City: Alpharetta	State: GA	Zip Code: 30005
Email Address: info@telecomcounsel.com		Phone Number: (770) 232-9200

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.

EXHIBIT 2 - FINANCIAL STATEMENTS

See Attached

**CONFIDENTIAL AND PROPRIETARY**

CONFIDENTIAL AND PROPRIETARY  
EXHIBIT 3 - PROPOSED TARIFF

See Attached

**Wireless Services**

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**TITLE SHEET**

**RHODE ISLAND**

**INFORMATIONAL PREPAID WIRELESS TELECOMMUNICATIONS SERVICE  
TARIFF**

**OF**

**TRUCONNECT COMMUNICATIONS, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Prepaid Wireless service by TruConnect Communications, Inc. ("TruConnect" or the "Company") furnished within the State of Rhode Island where the Company is designated as an eligible telecommunications carrier.

**NOTICE: THIS TARIFF IS FOR INFORMATIONAL PURPOSES ONLY. THE TERMS  
AND CONDITIONS HEREIN ARE SUBJECT TO CHANGE.**

**Issued: May 15, 2020**

**Effective: June 15, 2020**

**Issued By:** Nathan Johnson, Co-CEO  
1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

**Wireless Services**

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**CHECK SHEET**

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

<u>Page</u>	<u>Revision</u>
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
20	Original
21	Original
22	Original
23	Original

\* Indicates new or revised page

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**Wireless Services**

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Los Angeles, California 90015

**Wireless Services**

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**EXPLANATION OF SYMBOLS**

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

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

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Los Angeles, California 90015

**Wireless Services**

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**TARIFF FORMAT SHEET**

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

**Issued: May 15, 2020****Effective: June 15, 2020**

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1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

**Wireless Services**

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the prepaid wireless telecommunications services provided by TruConnect Communications, Inc. to customers within the state of Rhode Island where the Company is designated as an eligible telecommunications carrier. This tariff is on file with the Rhode Island Public Utilities Commission.

A complete listing of the Terms and Conditions applicable to the furnishing of the Company's wireless service is available on the Company's website at <https://www.truconnect.com>.

**Issued: May 15, 2020**

**Effective: June 15, 2020**

**Issued By:** Nathan Johnson, Co-CEO  
1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

## Wireless Services

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### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

**Broadband Internet** – A mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all Internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up service.

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

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

**Carrier** - A company that provides telecommunications services.

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

**Commission** – The Rhode Island Public Utilities Commission.

**Company or TruConnect** – Used throughout this tariff to mean TruConnect Communications, Inc. ("TruConnect").

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

**Data Services** - allotment of megabytes of broadband to access Internet content such as downloads, MMS and internet access.

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

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

**ETC** – Eligible Telecommunications Carrier.

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1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

## Wireless Services

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

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

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

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

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

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

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

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

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

**Spectrum** - The entire range electromagnetic frequencies.

**Subscriber or Customer** - A cellular phone user.

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

**Tribal Subscriber** - A resident of federally recognized tribal lands.

**USF** – Federal Universal Service Fund.

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

**Wireless Carrier** - A company that provides wireless telecommunications services.

**Issued: May 15, 2020**

**Effective: June 15, 2020**

**Issued By:** Nathan Johnson, Co-CEO  
1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

## Wireless Services

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### SECTION 2 - REGULATIONS

#### 2.1 Terms and Conditions

##### 2.1.1 General

- A. The information following is not intended to represent all of the Terms and Conditions applicable to the provision and use of the Company's wireless service. A complete listing can be found on the Company's website located at <https://www.truconnect.com/legal-terms-and-conditions-personal>

##### 2.1.2 Eligible Telecommunications Carrier Service Area

- A. The Company has no obligation to provide wireless services outside the Designated Service Area or outside the Company's service territory.

##### 2.1.3 Subscriber Responsibility

- A. The Subscriber is responsible for payment of all charges for services furnished to the Subscriber.
- B. The Subscriber is responsible for compliance with provisions of this Tariff as well as Company Terms and Conditions of service.
- C. The Subscriber is responsible for compliance with applicable regulations of the federal Lifeline program, including, but not limited to:
  - 1. provision of valid eligibility documentation for enrollment purposes and subsequently in response to requests in connection with such verification and/or recertification as is required pursuant to federal law;
  - 2. provision of timely notice to Company if Lifeline Subscriber ceases to be eligible for Lifeline services;
  - 3. Lifeline Subscriber obligations identified in the Company's enrollment process materials, Company Terms and Conditions, or in any supplemental materials issued by Company or government agencies.

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1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

**Wireless Services**

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**2.1.4 Maintenance and Repair**

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

**2.1.5 Equipment Arrangements**

- A. Company will provide eligible Subscribers with an E911 compliant handheld device or SIM card. This equipment may be provided at no additional charge, and customers may contact Company customer service to purchase an upgraded device.
- B. Company provided equipment will be as follows dependent upon the service provided:
1. A handheld mobile device that includes an AC charger, or a SIM card.
  2. The Company reserves the right to provide Subscribers a refurbished handset.
  3. The Company reserves the right to provide Subscribers any type of available handset that will work on the Company's network. Subscribers have no right to expect or demand a particular make or model handset.
  4. We do not manufacture any Device that is associated with our Services and as such we are not responsible for any defects, acts, or omissions of the manufacturer. The only warranties on your Device are any limited warranties extended by the manufacturer directly to you or passed on to you through the retailer you purchased the phone from.
  5. Defective handsets will be repaired or replaced at the Company's option, in accordance with the Company's Terms and Conditions (see "Mobile Phone for the TruConnect Lifeline Program").

**Issued: May 15, 2020****Effective: June 15, 2020**

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1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

**Wireless Services**

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**2.1.6 Liability of the Company****A. Limitations**

1. CUSTOMERS AGREE THAT UNDER NO CIRCUMSTANCES ARE WE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, TREBLE, PUNITIVE OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF, RELATED TO, OR IN CONNECTION WITH ANY ACT OR OMISSION BY THE COMPANY IN ITS PROVISION OF PRODUCTS OR SERVICES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES, TO THE FULLEST EXTENT THE SAME MAY BE DISCLAIMED BY LAW, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, NEGLIGENCE, PRODUCT LIABILITY, OR ANY OTHER THEORY.
  
2. Customers agree that neither we nor our vendors, suppliers or licensors are responsible for any damages resulting from: (a) any action or omission by a third party, including any other company furnishing a part of our service or any equipment provided for such service; (b) providing or failing to provide Services, including, but not limited to, deficiencies or problems with a wireless device or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our Services; (d) data content or information accessed while using our Services; (e) an interruption or failure in accessing or attempting to access emergency services from a wireless device, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; and (h) damage to a customer's wireless device or any computer or equipment connected to a customer's wireless device, or damage to or loss of any information stored on a customer's wireless device, computer, equipment, or TruConnect storage space from customer's use of the Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video or audio.

**Issued: May 15, 2020****Effective: June 15, 2020****Issued By:**

Nathan Johnson, Co-CEO  
1149 S. Hill Street, Suite 400  
Los Angeles, California 90015

**Wireless Services**

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**2.1.7 Liability of the Company****A. Limitations****2. (Continued)**

Customers also agree we aren't liable for missed or deleted voice mails or other messages, or for any information, such as pictures, that gets lost or deleted if we service the customer's wireless device. Customers should implement appropriate safeguards to secure their wireless device, computer or equipment and to back-up the information stored on each.

**B. Indemnification**

Customers agree to indemnify and hold harmless TruConnect and all affiliated or related companies, directors, officers, agents, representative, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action and demands brought by third parties (including any costs, expenses or attorneys' fees on account thereof) resulting from customers' use of the Company's products and services, or another person whom a customer authorized to use their products or services, whether based in contract or tort (including strict liability) and regardless of the form of action.

**2.1.8 Advance Payment for Service**

A. Charges for service must be paid by the Subscriber in advance.

**2.1.9 Assigning and Changing of Telephone Numbers**

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

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**Wireless Services**

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**2.1.10 Termination of Service**

- A. The Company may terminate service, with notice, for the following reasons:
1. Due to Subscriber's breach of any provision of the Company's rules, terms and conditions or due to Subscriber's violation of any applicable rule, regulation or tariff or reasonable standards of the Company, including such regulations and rules that have been or may be promulgated from time to time by the FCC or the Commission.
  2. Due to Subscriber's failure to use such services at least once within the time frame specified in Section 3.2.5 of this Tariff.
  3. Due to Subscriber's failure to make proper application, certification and / or re-certification of eligibility of Lifeline service where and when applicable.
  4. Due to the Subscriber's using the service fraudulently or in violation of any laws, rules or regulations.
  5. Due to nonpayment of any sum due the Company beyond the payment due date.
  6. Due to use of the service for any purposes other than live dialogue between, and initiated by, individuals for personal use, including, but not limited to: monitoring services, transmission of broadcasts, and transmission of recorded material; telemarketing, autodialed calls, and other commercial uses; or other connections that do not consist of uninterrupted live dialogue between individuals.
  7. Due to Customer's use of the service in any way that is unlawful, infringes on intellectual property rights, or may be harmful, disruptive, or interfere with TruConnect's system or services.
- B. Once a termination of service has been completed, service will be reestablished only upon the basis of a new application for service.

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2.1.11 Limitations on Service Obligations

- A. The Company reserves the right to refuse an application for service made by a present or former Subscriber who is indebted to the Company for telephone service previously furnished, until the indebtedness is satisfied.
- B. The Company may refuse to return a Subscriber's applicable paid charges where the Subscriber has previously ordered the same or similar product(s) or service(s) and cancelled such same or similar product or service.

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**SECTION 3 - DESCRIPTION OF SERVICE**3.1 Wireless Service3.1.1 Service Conditions

- A. Services are limited to the operating range and capacity of the Company's wireless system in the Company's service area and may be changed from time to time.
- B. Wireless Services are limited to the operating range, spectrum, and capacity of our network or our roaming partners' wireless network in your service area. Any coverage map made available to you when you activated Service only represents an approximation of TruConnect's anticipated wireless coverage and is subject to change. We do not guarantee availability of our wireless network, and Services may be subject to device and compatibility limitations. Many factors beyond our control affect your ability to make and receive calls on your wireless device, the quality of those calls, and the speed of your Service. As a result, sometimes Service, including calls or attempted calls to emergency services like 911, may be unavailable, interrupted or may fail, and call quality may at times be poor. When you are outside of TruConnect's coverage area, access will be limited to data and applications previously downloaded to your device, and not all services may work. You agree that we are not liable for Service interruptions or problems caused by those factors beyond our control.
- C. Statements by the Company's employees, representatives, or agents regarding system coverage is intended to describe approximate coverage and should not be interpreted to mean that Service will be available without interruption.
- D. Subscribers agree to hold the Company harmless against any and all claims, demands, actions, or other causes of action (including actions by third parties) arising out of the use or attempted use of the service.
- E. Consistent with cellular industry practices, airtime may be deducted for outbound calls exceeding 15 seconds in situations in where the calling party does not answer or if there is a busy signal.

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## Wireless Services

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- F. Service is available to Lifeline qualified consumers who make a reasonable request at charges and under the terms and conditions contained in and throughout this tariff.
- G. Lifeline qualified Subscribers may purchase amounts of airtime on a prepaid basis as described in Sections 3.1.5 and 3.1.6 of this tariff.

### 3.1.2 Airtime Usage

- A. Lifeline customers receive a finite amount of airtime each month, as determined by their plan as defined in Section 3.1.5.
- B. A standard cellular call is considered to be a call that does not include the following types of usage:
  - 1. informational services;
  - 2. directory assistance or operator services;
  - 3. multi-media usage;
  - 4. text messaging;
  - 5. other usage as determined applicable by the Company.
- C. Deduction of minutes for a completed call from a customer's handset will begin when the SEND key is pressed and will end when either party ends the call, rounded up to the nearest minute. Call detail records will only be provided where required by applicable law.
- D. Airtime minutes do not have any cash value. The purchase of Company airtime is non-refundable.
- E. Company airtime rates and card denominations are subject to change without prior notice.
- F. Minutes used for calls to 911 or customer service, including use of the IVR system, will not be deducted from a Lifeline customer's account.

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## Wireless Services

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### 3.1.3 Emergency Calls

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

### 3.1.4 Rates and Charges

#### A. General

- 1. Subscribers are responsible for paying all charges including, but not limited to: recurring monthly charges; airtime and data usage charges, as applicable; charges for optional Service features selected by the Subscriber; international long distance charges; and all applicable surcharges, fees, taxes, and regulatory charges. Subscribers are responsible for all charges applicable to Subscriber's account, whether or not Subscriber was the user of the device.

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**Wireless Services**

B. Directory Assistance

1. Subscribers may access Directory Assistance service from their Company handset.
2. There is no additional charge for directory assistance; however, there is a deduction of minutes for calls to directory assistance.

C. Roaming

Our Wireless Services and Rate Plans are designed for your use within our coverage area and on our networks. Whenever your wireless device uses a transmission site outside of our network coverage area, or when your device uses another company's transmission site, you are roaming. Roaming is not available with TruConnect's prepaid Services and/or Lifeline Services.

3.1.5 Airtime Plans and Pricing - Lifeline Assisted Service

A. Eligible Lifeline Subscribers may choose from the following rate plans:

	<b>Minutes</b>	<b>Text</b>	<b>Data</b>	<b>Net Cost to Lifeline Customer</b>	<b>Net Cost to Tribal Lifeline Customer</b>
<b>Basic Lifeline</b>	1,000	Unlimited	3 GB	<b>\$0.00</b>	<b>N/A</b>
<b>Tribal Lifeline</b>	Unlimited	Unlimited	3 GB	<b>N/A</b>	<b>\$0.00</b>

- B. Eligible Lifeline Subscribers will also receive a free SIM card, free Calls to 911 and Company customer service, and access to certain custom calling features at no charge.
- C. Plan benefits for any calling plan are added monthly, on the anniversary date of the activation.

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### 3.1.6 Purchased Airtime

- A. Additional airtime and data may be purchased at any time and added to a Subscriber's active Lifeline account.
- B. Unused purchased additional airtime expires after 30 days.
- C. Purchased Airtime Rates are available on TruConnect's website:  
<https://www.truconnect.com/international>

### 3.1.7 Maintaining an Active Account - Lifeline Assisted Service

- A. When a customer is determined to be ineligible or requests to cancel service, the Company will de-enroll the subscriber from Lifeline service in accordance with the procedures set forth in 47 C.F.R. §54.405(e).
- B. Subscribers enrolled on the Company's Lifeline program will have active service while enrolled on the Lifeline program. If de-enrolled for any reason whatsoever from the Lifeline program, the Subscriber's service will be deactivated.
- C. Once service has been deactivated, the Company may reassign a previously assigned phone number to a different end user.

### 3.1.8 Customer Service Contact Information

- A. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

TruConnect Customer Service  
1149 S. Hill Street, Suite H-400  
Los Angeles, CA 90015  
(800) 430-0443

- B. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and procedure. The address of the Commission is as follows:

Rhode Island Public Utilities Commission  
89 Jefferson Blvd.  
Warwick, Rhode Island 02888

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**3.2 Lifeline Program****3.2.1 General**

- A. Qualified consumers will have the ability to acquire discounted or free (after application of Lifeline support) wireless service that includes voice and/or broadband service and does not require credit check, deposit, or contract.
- B. Lifeline customers are exempt from paying the Federal Universal Service Charge.
- C. Eligible Subscribers will receive, in the form of a credit, exemption from paying the Federal Subscriber Line Charge.
- D. A Subscriber who qualifies for Lifeline may opt to subscribe to any offering available to other customers, according to the terms and conditions applicable to such offering.

**3.2.2 Lifeline Eligibility**

- A. Eligibility is determined based on income or participation in assistance programs closely related to and based on income.
- B. Subscribers are eligible if their annual household income is at or below 135% of the Federal Poverty Guidelines or if the Subscriber or a member of the Subscriber's household currently participates in at least one of the approved public assistance programs, as indicated below:
  - 1. Federal Public Housing Assistance (FPHA)
  - 2. Supplemental Nutrition Assistance Program (SNAP)
  - 3. Supplemental Security Income (SSI)
  - 4. Medicaid
  - 5. Veterans or Survivors Pension Benefit
  - 6. Bureau of Indian Affairs general assistance
  - 7. Tribally administered Temporary Assistance for Needy Families
  - 8. Head Start (income qualifying standard)
  - 9. Food Distribution Program on Indian Reservations

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- C. All applications for service are subject to verification with the state agency responsible for administration of qualifying program.
- D. One Low-income credit is available per Economic Unit and is applicable only to the customer's principle residence and the primary residential connection.

### 3.2.3 Certification and Verification of Eligibility

- A. Certification and verification are the processes by which eligible consumers establish their qualification for Lifeline. Certification occurs at the time an individual is applying to enroll in Lifeline, while verification occurs on an annual basis after the Subscriber has already been certified.
- B. All Subscribers applying for the Company's Lifeline Service offering must complete and return a document certifying eligibility, along with proof of eligibility.
- C. The National Verifier will determine whether or not an applicant meets the eligibility requirements to participate in Lifeline service, and will verify annually that each Lifeline customer continues to be eligible to receive Lifeline benefits.
- D. Receipt of a customer's annual verification and any required documentation will be a prerequisite for the customer's continued eligibility to receive Lifeline-supported services. Subscribers who do not verify their continued eligibility will have their Lifeline discounts removed.

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### 3.2.4 Applicable Discounts

- A. Federal support of up to nine dollars and twenty-five cents (\$9.25) for non-tribal subscribers and thirty-four dollars and twenty-five cents (\$34.25) for tribal subscribers is available for each Lifeline service and is passed through to the subscriber.
- B. TruConnect will use all low-income universal service support to provide a discount or free airtime ensuring that the consumer receives 100% of all universal service support funding for which the Company will seek reimbursement.

### 3.2.5 Non-Usage Policy

- A. The Company utilizes a non-usage policy in accordance with 47 C.F.R. §54.407 to ensure that Lifeline support is received only for those qualified Lifeline Subscribers who use the service.
- B. The Company will provide a de-enrollment notice to subscribers that have not used their service for 30 days. After 30 days of nonuse, the Company will provide notice to the Subscriber that failure to use the Lifeline service within a 15-day notice period (“grace period”) will result in de-enrollment.
- C. Subscribers may establish “usage” as defined in 47 CFR §54.407(c)(2).
- D. In the event that the Subscriber does not use the service within the grace period and/or does not respond to notice from the Company, the Subscriber will be de-enrolled in accordance with 47 C.F.R. §54.405(e)(3).
- E. Once a Subscriber has been de-enrolled from Lifeline, the Company will cease seeking reimbursement from the USF for the Subscriber.

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3.2.6 Scope of Service

- A. The Company provides access to the following Custom Calling features at no additional charge:
  - 1. Caller ID; Call Waiting; Voicemail; Call Forwarding, 3-way Calling.
- B. Airtime includes both local and domestic long distance calls at no additional charge, and unlimited international calls to Mexico, China & Canada (first 10 unique numbers each month).
- C. In the event that all airtime has been used, Lifeline customers will have the capability of purchasing additional airtime as indicated in Section 3.1.6 preceding.
- D. Airtime charges apply to all calls simultaneously, and airtime charges apply to message retrieval.
- E. Airtime charges and domestic long-distance charges apply to forwarded/transferred calls even in the event the call is sent to a wire line telephone.

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### Application for Certificate of Authority

FOREIGN Business Corporation

→ Filing Fee: \$310.00 minimum

RECEIVED  
 R.I. DEPT. OF STATE  
 BUS SVCS DIV  
 2020 APR 28 A 10:37

Pursuant to the provisions of RIGL 7-1.2-1405, the undersigned foreign corporation hereby applies for a Certificate of Authority to transact business in the State of Rhode Island, and for that purpose submits the following statement:

1. The name of the corporation is:		
TRUCONNECT COMMUNICATIONS, INC.		
2. It is incorporated under the laws of:		
Delaware		
3. The name, if different, which it elects to use in Rhode Island is:		
<p>(a) If the name of the corporation in its jurisdiction of incorporation does not contain the word "corporation", "company", "incorporated", or "limited," or an abbreviation thereof, then list the name of the corporation with the addition of one of the above corporate endings for use in Rhode Island:</p> <p>(b) If the corporate name is not available in Rhode Island, then set forth below the fictitious name under which the corporation will qualify and transact business in Rhode Island as stated in the "Fictitious Business Name Statement" to be filed with this application:</p>		
4. The date of its incorporation is:      June 19, 2001		
And the period of its duration is: <b>CHECK ONE BOX ONLY</b>		
<input checked="" type="checkbox"/> Perpetual (on-going)		
<input type="checkbox"/> Date certain for dissolution _____		
5. The address of its principal office is:		
1149 S. Hill Street, Suite 400    Los Angeles, CA 90015		
6. The name and address of the initial registered agent/office in Rhode Island:		
Agent Name		
Incorp Services, Inc.		
Street Address (NOT a P.O. Box)		
222 Jefferson Blvd., Ste. 200		
City/Town	State	Zip Code
Warwick	<b>RHODE ISLAND</b>	02888

**MAIL TO:**  
**Division of Business Services**  
 148 W. River Street, Providence, Rhode Island 02904-2615  
**Phone:** (401) 222-3040  
**Website:** www.sos.ri.gov

7. The purpose or purposes which it proposes to pursue in the transaction of business in Rhode Island are:

To Provide Telecommunication Services

8. (a) The names and respective addresses of its directors (optional, unless directors are required under the laws of the state or country of which it is incorporated):

NAME	ADDRESS
Nathan Johnson, Co-CEO	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015
Matthew Johnson, Co-CEO	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015

Check the box to indicate an attachment

8. (b) The names and respective addresses of its principal officers (mandatory if directors are not required under the laws of the state or country of which it is incorporated):

OFFICE	NAME	ADDRESS
PRESIDENT	Nathan Johnson	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015
VICE PRESIDENT	Matthew Johnson	1149 S. Hill Street, Suite 400 Los Angeles, CA 90015
TREASURER		
SECRETARY		

Check the box to indicate an attachment

9. The aggregate number of shares which it has authority to issue; itemized by classes, par value of shares, shares without par value, and series, if any, within a class, is:

NUMBER OF SHARES	CLASS	SERIES	PAR VALUE OR STATE NO PAR VALUE
100	Common		0.01

10. An estimate, as a percentage, of the proportion that the estimated value of the property of the corporation to be located within this state during the following year bears to the value of all property of the corporation to be owned during the following year, wherever located. (Note: Percentage obtained from worksheet.)

0 \_\_\_\_\_ %

11. An estimate, as a percentage, of the proportion of the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year compared to the gross amount thereof which will be transacted by the corporation during the following year. (Note: Percentage obtained from worksheet.)

5 \_\_\_\_\_ %

12. This application must be accompanied by a Certificate of Good Standing/Letter of Status from the state or country of formation dated within 60 days of the date of this filing.

13. Date when the Certificate of Authority will be effective: **CHECK ONE BOX ONLY**

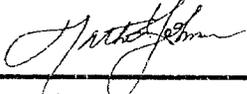
Date received (Upon filing)

Later effective date (Date must be no more than 90 days from the date of filing) \_\_\_\_\_

*Under penalty of perjury, I declare and affirm that I have examined this Application for Certificate of Authority, including any accompanying attachments, and that all statements contained herein are true and correct.*

Type or Print Name of Authorized Officer	Date
Nathan R. Johnson	4/22/2020

Signature of Authorized Officer of the Corporation

X 

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).



**License Fee Worksheet**  
**for a Certificate of Authority by a Foreign Business Corporation**

Section 7-1.2-1602 of the General Laws of Rhode Island, 1956, as amended

Use worksheet to calculate the corporation's license fee:	
1. (a) Estimate, in dollars, the value of all property to be owned by the corporation for the following year, wherever located:  \$ 100,000.00	(b) Estimate, in dollars, the value of the corporation's property to be located within Rhode Island during the following year:  \$ 0
c) Estimate, <b>as a percentage</b> , the proportion that the estimated value of the property of the corporation to be located within Rhode Island during the following year bears to the value of all property of the corporation to be owned during the following year, wherever located: <i>(Note: Divide (1b) by (1a) and multiply by 100 to obtain the percentage.)</i>  0 %	
2. (a) Estimate, in dollars, the gross amount of business to be transacted by the corporation during the following year:  \$ 100,000.00	(b) Estimate, in dollars, the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year:  \$ 5,000.00
(c) Estimate, <b>as a percentage</b> , the proportion of the gross amount of business to be transacted by the corporation at or from places of business in Rhode Island during the following year compared to the gross amount thereof which will be transacted by the corporation during the following year: <i>(Note: Divide (2b) by (2a) and multiply by 100 to obtain the percentage.)</i>  5 %	

\*This worksheet is NOT a public document and will NOT be imaged.

**MAIL TO:**  
 Division of Business Services  
 148 W. River Street, Providence, Rhode Island 02904-2615  
 Phone: (401) 222-3040  
 Website: www.sos.ri.gov

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email corporations@sos.ri.gov.



### Filer Contact Information

In the event our office needs more information in order to complete the filing of this document, we ask for the filer's contact information. **All fields are REQUIRED.**

Name: Lance J.M. Steinhart, P.C. <i>ATTN: Victoria Martin</i>		Date: <i>4/27/2020</i>
Proposed Entity Name: TRUCONNECT COMMUNICATIONS, INC.		
Street Address: 1725 Windward Concourse, Ste. 150		
City: Alpharetta	State: GA	Zip Code: 30005
Email Address: info@telecomcounsel.com		Phone Number: (770) 232-9200

If you have any questions, please call us at (401) 222-3040, Monday through Friday, between 8:30 a.m. and 4:30 p.m., or email [corporations@sos.ri.gov](mailto:corporations@sos.ri.gov).