

DT 11-279



4423 POINT FOSDICK DRIVE, NW  
SUITE 306  
GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
FACSIMILE: 866.474.3630  
WWW.MILLERISAR.COM

ANDREW O. ISAR

Via Overnight Delivery

December 16, 2011

Ms. Lisa M. Cleveland  
Telecommunications Division  
New Hampshire Public Utilities Commission  
21 South Fruit Street, Suite 10  
Concord, NH 03301-2429



Dear Ms. Cleveland:


Enclosed for filing with the New Hampshire Public Utilities Commission ("Commission") are original Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet local exchange and interexchange *Applications for Registration* ("Registration"). NHPUC Forms CLEC-10 and CTP-10, and supporting documents. With these *Registrations*, the Company seeks to register as competitive local exchange and interexchange service provider in New Hampshire.

Please acknowledge receipt of this filing by file stamping and returning the additional copy of this transmittal letter in the self-addressed, stamped envelope provided for this purpose.

Thank you for your attention to this matter. Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

  
Andrew O. Isar

Regulatory Consultants to  
Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet

Enclosures



## CLEC APPLICATION FOR REGISTRATION

### 1. General Information

Federal Identification Number 72-1557371

Date of Application 12/16/11

Legal Name Liberty-Bell Telecom, LLC

Trade Name (d/b/a)  
in New Hampshire dba DISH Network Phone & Internet

Contact Person Nigel Alexander

Complete  
Mailing Address 2460 West 26th Avenue, Suite #380-C  
Denver, CO 80211

Phone Number 303-831-1977

Fax Number 303-831-1988

E-mail Address nalexander@libertybelltelecom.com

### 2. History of Applicant

**a.** Has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers been convicted of any felony not annulled by a court? No

**b.** In the past ten years, has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers had any civil, criminal or regulatory sanctions or penalties imposed pursuant to any state or federal consumer protection law or regulation? No

**c.** In the past ten years, has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers settled any civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation? No\*

**d.** Is the applicant, or are any of the general partners, corporate officers, director of the company, limited liability company managers or officers currently the subject of any pending civil, criminal or regulatory investigation or complaint involving any state or federal consumer protection law or regulation? Ye\*

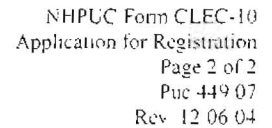
**e.** Has the applicant, or have any of the general partners, corporate officers, director of the company, limited liability company managers or officers been denied certification in any other state. No

If so, please list each state. \_\_\_\_\_

Please see Exh.      for more information \_\_\_\_\_

**f.** If the answer to any of the questions in a through e above is yes, please attach an explanation.

If you have any questions, please call the New Hampshire Public Utilities Commission at 603-271-2431.  
Please mail any documents to the above address.



CLEC APPLICATION FOR REGISTRATION

**LISTING OF EXHIBITS**

<u>EXHIBIT</u>	<u>CONTENTS</u>
A	New Hampshire Secretary of State Certificate of Authority
B	Surety Bond
C	Form CLEC 1, Contact Information
D	Form CLEC 25 and Rate Schedule
E	Form CLEC 11, Adoption of Uniform Tariff
F	Regulatory Investigations and Complaints (CLEC-10, Para. 2)



EXHIBIT A

New Hampshire Secretary of State Certificate of Authority  
(Attached)



State of New Hampshire  
Department of State

Corporation Division  
107 North Main Street  
Concord, N.H. 03301-4989  
603-271-3244



CSC  
10 Ferry Street, Suite 313  
Concord NH 03301

Enclosed is your certificate of registered trade name. You should be sure to complete any other registrations required such as with the Department of Revenue Administration or with special licensing agencies such as the State Liquor Commission and Real Estate Commission.

Approximately six (6) months prior to the expiration date, we will mail to the address on record a form for you to renew your trade name registration. It is incumbent upon you to keep us informed of address changes to ensure the renewal form reaches you. There is no charge for address changes.

If you cease doing business under this trade name you are required by law to discontinue the use of its name by filing a Trade Name Discontinuance Form, TN-9. We also have forms to file should you wish to add a partner to your business (form TN-5) or withdraw a partner who is already one of the registrants (form TN-7). All of these forms may be downloaded from our web site at [www.sos.nh.gov/corporate/](http://www.sos.nh.gov/corporate/) or you may request them from this office.

Feel free to contact the Corporation Division if you need any further information.

Regards,

William M. Gardner  
Secretary of State

Business ID#: 651639

# State of New Hampshire

## Department of State

### CERTIFICATE OF REGISTERED TRADE NAME

OF

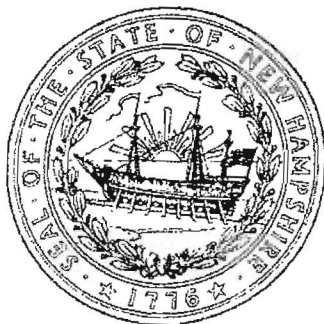
DISH Network Phone & Internet

This is to certify that Liberty Bell Telecom, LLC registered in this office as doing business under the Trade Name DISH Network Phone & Internet, at 2460 W 26th Ave. Ste 380-C Denver, CO 80211 on June 8, 2011.

The nature of business is Telecommunications.

Expiration Date: June 8, 2016

Business ID#: 651639



IN TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of June, 2011 A.D.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# State of New Hampshire

Filed  
Date Filed: 08/08/2011  
Business ID: 651639  
William M. Gardner  
Secretary of State

Filing fee: \$50.00  
Use black print or type.

Form TN-1  
RSA 349

## APPLICATION FOR REGISTRATION OF TRADE NAME

**(PLEASE TYPE OR PRINT CLEARLY)**

**1. BUSINESS NAME:**

DISH Network Phone & Internet

(Name cannot include "INC." or other corporate designation)

**2. BUSINESS ADDRESS:**

2460 W. 26th Ave., Suite 380-C, Denver, CO 80211

No. & Street

City / town

State

Zip

MAILING ADDRESS (if different from Business Address)

No. & Street (and/or PO Box #, Rural Route Box #, etc.)

City / town

State

Zip

**3. BRIEF DESCRIPTION OF KIND OF BUSINESS TO BE CARRIED ON:**

Telecommunications

**4. DATE BUSINESS ORGANIZED:** 3-11-2011  
(month / day / year)

**5. APPLICANT'S NAME, ADDRESS & SIGNATURE. IF APPLICANT IS A CORPORATION OR OTHER ENTITY, LIST CORPORATION'S OR ENTITY'S EXACT NAME & INCLUDE TITLE OF PERSON SIGNING.**

Liberty Bell Telecom, L.L.C.

A. By: Nigel Alexander, Manager

TYPE OR PRINT NAME

Signature

2460 W. 26th Ave., Suite 380-C

NO. STREET

Denver, CO 80211

TOWN/CITY

STATE

ZIP

B.

TYPE OR PRINT NAME

Signature

NO. STREET

TOWN/CITY

STATE

ZIP

C.

TYPE OR PRINT NAME

Signature

NO. STREET

TOWN/CITY

STATE

ZIP

D.

TYPE OR PRINT NAME

Signature

NO. STREET

TOWN/CITY

STATE

ZIP

DISCLAIMER: All documents filed with the Corporate public inspection in either tangible or electronic form.

Mail fee and DATED AND SIGNED ORIGINAL to: Co. Street, Concord, NH 03301-4989.

State of New Hampshire  
Form TN-1 - Application for Registration of Trade Name 1 Page(s)



T1115931034

Form TN-1 Pg 1 (11/2009)



## EXHIBIT B

### Surety Bond

Registrant does not accept deposits from customers prior to providing service, or bill for services in advance. No bond has been secured for the State of New Hampshire, accordingly.

EXHIBIT C

Form CLEC 1, Contact Information  
(Attached)



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429  
603-271-2431  
www.puc.nh.gov

NHPUIC Form CLEC-1  
Contact Information  
Page 1 of 4  
Puc 449 02  
Rev 03 30 06

## CONTACT INFORMATION

A telecommunications carrier must complete this form: 1) When requesting authorization to provide telecommunications service in New Hampshire by the Public Utilities Commission. 2) Annually, on or before March 31 of each year, or 3) When there have been changes to the information previously reported.

☐ Check here if you would prefer electronic notices rather than notice by US Mail

Date 12/6/11

### 1. General Information

Federal Identification Number 72-1557371

CLEC Authorization Number Pending

Legal Name Liberty-Bell Telecom, LLC  
Trade Name d/b/a  
in New Hampshire dba DISH Network Phone & Internet

Complete Mailing Address 2460 West 26th Avenue, Suite #380-C  
Denver, CO 80211

Phone Number 303 831-1977

Fax Number 303-831-1988

E-mail Address nalexander@libertybelltelecom.com

Website www.libertybelltelecom.com or http://bundles.dish.com

### 2. Person Responsible for Preparing the CLEC Annual Report

Name Christina Neher

Title Chief Operating Officer

Complete Mailing Address 2460 West 26<sup>th</sup> Avenue, Suite #380-C  
Denver, CO 80211

Phone Number 303-831-1977

Fax Number 303-831-1988

E-mail Address cneher[at]libertybelltelecom[dot]com



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
21 S. FRUIT ST., STE. 10 CONCORD, NH 03301-2429  
603-271-2431  
www.puc.nh.gov

NHPUC Form C1 EC-1  
Contact Information  
Page 2 of 4  
Puc 449 02  
Rev. 12 06 04

3. Person Responsible for Paying Assessment Bills

Name Christina Neher  
Title Chief Operating Officer  
Complete Mailing Address 2460 West 26<sup>th</sup> Avenue, Suite #380-C  
Denver, CO 80211  
Phone Number 303-831-1977  
Fax Number 303-831-1988  
E-mail Address cneher [at] libertybelltelecom [dot] com

4. Regulatory Contact

Name William Hunt (as of December 27, 2011)  
Title Director, Regulatory  
Complete Mailing Address 9601 S. Meridian, Boulevard  
Englewood, CO 80112  
Phone Number 303-831-1977  
Fax Number 303-831-1977  
E-mail Address william.hunt@dishnetwork.com

5. Person that Commission's Consumer Affairs Department Should Call Regarding Customer Complaints

Name Christina Neher  
Title Chief Operating Officer  
Complete Mailing Address 2460 West 26th Avenue, Suite #380-C  
Denver, CO 80112  
Phone Number 303-831-1977  
Fax Number 303-831-1988  
E-mail Address cneher [at] libertybelltelecom [dot] com





NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429  
603-271-2431  
www.puc.nh.gov

NHPUC Form C1 EC-1  
Contact Information  
Page 3 of 4  
PUC 449.02  
Rev 12/06/04

6. Director of Customer Service

Name Christina Neher

Title Chief Operating Officer

Complete Mailing Address 2460 West 26th Avenue, Suite #380-C  
Denver, CO 80211

Phone Number 303-831-1977

Fax Number 303-831-1988

E-mail Address cneher [at] libertybelltelecom [dot] com

7. Company Officer Responsible for Customer Service

Name Christina Neher

Title Chief Operating Officer

Complete Mailing Address 2460 West 26th Avenue, Suite #380-C  
Denver, CO 80211

Phone Number 303-831-1977

Fax Number 303-831-1988

E-mail Address cneher [at] libertybelltelecom [dot] com

8. End User Customer Service

Toll free 800 Number 1-855-347-3474

Fax Number 303-831-1988

E-mail Address customerservice@bundles.dish.com

Hours of Operation Perpetual

9. End User Repair Service

Toll free 800 Number 1-855-347-3474

Fax Number 303-831-1988

E-mail Address customerservice@bundles.dish.com

Hours of Operation Perpetual



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429  
603-271-2431  
www.puc.nh.gov

NHPUC Form CLEC-1  
Contact Information  
Page 4 of 4  
Puc 449 02  
Rev. 12/06/04

10. Names and Titles of Principal Officers

Name	Title
Nigel Alexander	President and Chief Executive Officer
Christina Neher	Chief Operating Officer

11. Contact Escalation List

Please attach a contact escalation list, including, name, phone number and e-mail address for first level contacts, directors and company officers responsible for the following: network, interconnection; and provisioning.

12. Signature

I certify that the information on this form is true and correct to the best of my knowledge and belief subject to the penalty for making unsworn false statements under RSA 641:3.

Authorized Representative

Signature

Title President and Chief Executive Officer

Printed Name Nigel Alexander

Date 12/6/11

If you have any questions, please call the New Hampshire Public Utilities Commission at 603-271-2431.  
Please mail any documents to the above address.

CLEC-1  
Contact Escalation List  
For Network, Interconnection, and Provisioning

**First Level Contact:**

Customer Service  
Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet  
2460 West 26th Avenue, Suite #380-C  
Denver, CO 80211  
Telephone: 855.347.3474  
Facsimile: 303.831.1988  
Email: [customerservice@bundles.dish.com](mailto:customerservice@bundles.dish.com)  
Web Site: [www.libertybelltelecom.com](http://www.libertybelltelecom.com) or <http://bundles.dish.com>

**Director and Officer:**

Ms. Christina Neher  
Chief Operations Officer  
Liberty-Bell Telecom, LLC dba DISH Network Phone & Internet  
2460 West 26th Avenue, Suite #380-C  
Denver, CO 80211  
Telephone: 303.831.1977  
Facsimile: 303.831.1988  
Email: [cneher \[at\] libertybelltelcom \[dot\] com](mailto:cneher@libertybelltelcom.com)  
Web Site: [www.libertybelltelecom.com](http://www.libertybelltelecom.com) or <http://bundles.dish.com>

EXHIBIT D

Form CLEC 25 and Rate Schedule  
(Attached)





NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429  
603-271-2431  
www.puc.nh.gov

NHPUC Form CLEC-25  
Rate Schedule  
Cover Sheet  
Puc 449 10  
Rev 03/30/06

## CLEC RATE SCHEDULE COVER SHEET

### 1. General Information

Federal Identification Number 72-1557371

CLEC Authorization Number \_\_\_\_\_ OR Date of Application 12/6/11

Legal Name Liberty-Bell Telecom, LLC

Trade Name (d/b/a)  
in New Hampshire dba DISH Network Phone & Internet

Regulatory Contact William Hunt (after December 27, 2011)

Complete Mailing Address  
9601 S. Meridian, Boulevard  
Englewood, CO 80112

Phone Number 303-831-1977

Fax Number 303-831-1988

E-mail Address \_\_\_\_\_

### 2. Attachments

Attach rate sheets, and include

- The name of the service as appears on customer bills;
- The name of the service as appears on company provisioning documents;
- A brief description of service;
- The price at which the service is offered; and
- The date on which the price is effective.

Any rate schedule of more than ten pages shall include a table of contents and numbered pages.

### 3. Signature

I certify that the information on this form is true and correct to the best of my knowledge and belief subject to the penalty for making unsworn false statements under RSA 641:3.

Authorized  
Representative Signature

Title President and CEO

Printed Name Nigel Alexander

Date 12/6/11

If you have any questions, please call the New Hampshire Public Utilities Commission at 603-271-2431.  
Please mail any documents to the above address.

**DESCRIPTION OF SERVICE****APPLICATION OF RATES AND CHARGES**

All Services offered in this Rate Schedule are subject to Service order and change charges where the Customer requests new Services or changes in existing Services, as well as indicated Non-Recurring and Monthly Recurring Charges.

**General**

- A. The following sections set forth the rules and regulations governing the application of rates for Company Services, including the following general rate categories:

1. Nonrecurring Charges for installation of Facilities and Services;
2. Monthly Recurring Charges for availability and use of Facilities and Services; and
3. Usage or Transaction Charges (where applicable).

- B. Local Exchange Services

The following local exchange Network Services are available to Customers where provisioning is technically possible; further, Standard Line and Intrastate Long Distance Services are offered on a dedicated or switched access basis.

Residential Services  
Optional Calling Features  
Directory Listing Services

**DESCRIPTION OF SERVICE**, Continued**APPLICATION OF RATES AND CHARGES**, Continued**Service Connection and Maintenance Charges**

## A. Service Connection Charges

1. Service Connection Charges are Nonrecurring Charges for establishing or modifying Services. Unless specifically exempted in this or other Sections of this Tariff, Service Connection Charges apply to all Customer-initiated requests, and are in addition to all other scheduled rates and charges.
2. Charges for installation or rearrangement of Service are billed on the next month's bill immediately following work performed by Company.
3. The charges specified in this Tariff reflect Service provided during regularly scheduled work hours, at current installation intervals and without work interruptions by the Customer.
4. Customer requests for expedited Services that require installations on a date that is offered on a later date may result in an increase in applicable Service Connection Charges.
5. Customers that request service connection to be performed outside of normal business hours shall also incur an additional Service Connection Charge (excluding the Service Ordering Charge) as well as any additional costs attendant to the request.
6. Trouble Isolation Charge – When Customers request that the Company dispatch a field technician and the Company then determines that the trouble is not in the Company network, or the issue is related to inside wiring or other Customer-related issue, Customer will be charged a Trouble Isolation Charge for the dispatch of the technician.

**DESCRIPTION OF SERVICE, Continued****EXCHANGE SERVICES****Local Exchange Service Territory**

Company's service territory within the State of New Jersey mirrors that of Verizon New Jersey and CenturyLink exchange service territory for those companies with whom Company maintains an operating agreement.

**Local Exchange Service**

- A. Local Exchange Service provides the Customer with a single, analog, voice-grade telephonic communications Channel, which can be used to place or receive one call at a time. Local Exchange Service lines are provided for the connection of Customer-provided wiring, telephones, facsimile machines or other Station equipment.
- B. Local Exchange Services provide a Customer connection to Company's network, enabling the Customer, among other things, to:
  - 1. Originate communications to other points on Company's underlying network;
  - 2. Receive communications from other points on Company's underlying network;
  - 3. Access Company's Services as set forth in this and other Company Tariffs;
  - 4. Access local, interexchange and international telecommunications services provided by other authorized Carriers and the customers of such Carriers to the extent such Carriers are interconnected with Company's underlying network;
  - 5. Access Company's customer service for Service-related assistance;
  - 6. Access 911 or E911 services, where available, operator services, directory assistance, and telecommunications relay services;
  - 7. Access Operator-Assisted Calling Services; and
  - 8. Access Directory Assistance.



**DESCRIPTION OF SERVICE, Continued**

**EXCHANGE SERVICES, Continued**

**Local Exchange Service, Continued**

- C. Local Exchange Services may not be available to originate calls to other telephone companies' caller-paid information services (e.g., NPA 900-NXX, 976-NXX, etc.). Calls to those numbers and other numbers used for caller-paid information services are blocked by Company.
- D. Local Exchange Customers receive one listing per assigned telephone number in the local White Pages Directory and receive a copy of the White Pages Directory at no additional charge.

**Business Services**

[RESERVED FOR FUTURE USE]

**DESCRIPTION OF SERVICE**, Continued**EXCHANGE SERVICES**, Continued**Residential Services**

Company provides the following package offering(s) to residential subscribers based on customer location and network availability:

**Phone Service** – consists of local switched access service and the following custom calling features based on customer location and network availability: Anonymous Call Rejection, Caller ID, Call Waiting, 3-Way Calling, Variable Call Forwarding, Selective Call Forwarding, Last Call Return, Caller ID Blocking, Message Waiting Indicator, No Answer Call Forwarding, Busy Call Forwarding and Voicemail\*.

\*This service not subject to the jurisdiction of the Commission.

**DESCRIPTION OF SERVICE, Continued****OPTIONAL CALLING FEATURES****Custom Calling Feature Descriptions**

Company offers the following custom calling features. Feature availability is based on Customer location and network availability.

- A. Anonymous Call Rejection: Permits the End-User to automatically reject incoming calls when the call originates from a telephone number that has blocked delivery of its calling number (see Calling Number Delivery Blocking). When active, calls from private numbers will be routed to a special announcement, and then terminated. The feature may be turned on or off by the End-User by dialing the appropriate feature control code.
- B. Caller ID: Name and Number: Permits the End-User to view a Directory Name and Directory Number of the calling party on incoming telephone calls. Information is displayed on specialized Customer Provided Equipment. The feature also provides the date and time of each incoming call. It is the responsibility of the Customer to provide the necessary equipment. In some situations, the calling party's city and state may be displayed, rather than a Directory Name, depending on available call data.
- C. Call Forward: Forwards all calls immediately upon reaching the End-User's line to a number of the End-User's choice. The forward-to number can be changed anytime from the line equipped with this feature.
- D. Call Forward: Busy Line: Permits the forwarding of incoming calls when the End-User's line is busy. The forwarded number is fixed by the End-User Service order.
- E. Call Forward: Don't Answer: Permits the forwarding of incoming calls when the End-User's line remains unanswered after a pre-designated ringing interval. The ringing interval before forwarding and the forward-to number are fixed by the Service order.

**DESCRIPTION OF SERVICE, Continued****OPTIONAL CALLING FEATURES, Continued****Custom Calling Feature Descriptions, Continued**

- F. Last Call Return: Allows the Customer to return a call to the last incoming call, whether answered or not. Upon activation, it will redial the number automatically, and continue to check the number every 45 seconds for up to 30 minutes, if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.
- G. Call Waiting: Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It permits the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting is provided with the feature and allows a Call Waiting End-User to disable the Call Waiting feature for the duration of a single outgoing telephone call. Cancel Call Waiting is activated by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.
- H. Call Waiting ID: Enables the called party to identify the party calling when on another call.
- I. Caller ID Blocking: Provides a permanent indicator on the Customer's line. Once the block is established on the Customer's line, the private status can be deactivated by the Customer by dialing a series of numbers before each call to change the indicator from private to public. This one call unblock allows the name and number to be sent for that one call only.

Customer who chooses per line blocking for the first time will not be charged the non-recurring charge. New Customers to the Caller ID serving area will be provided the same option. A Customer requesting per line blocking will pay a non-recurring charge for re-establishing line blocking.



**DESCRIPTION OF SERVICE, Continued****OPTIONAL CALLING FEATURES, Continued****Custom Calling Feature Descriptions, Continued**

- J. Speed Call: Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as either an eight (8) code list or a thirty (30) code list. Code lists may include local and/or toll telephone numbers. The Customer has the ability to add or remove telephone numbers and codes to/from the speed- calling list without assistance from Company.
- K. Three Way Calling: Permits the End-User to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The End-User initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming calls.
- L. Message Waiting Indicator: Provides a visual and/or audible notification when customer has a new voice message in their voicemail.
- M. No Solicitation: Between the hours of 8:00AM and 9:00PM, callers will hear the following message: "You have reached a number that does not accept solicitations. If you are a solicitor, please add this number to your do-not-call list and hang up now. Otherwise, please press 1, or stay on the line." During non-service hours, all calls will ring through as usual.
- N. Custom Ring: This service provides up to two Custom Ring telephone numbers on one line, in one location, without installing any additional lines. Each number has a unique ringing pattern, allowing customers to determine in advance of answering a call which telephone number was dialed.
- O. Security Screening: Blocks calls from unidentified callers from ringing to the end user telephone line. If someone calls with caller ID blocked on an incoming call, the call will not complete to the subscribers line and prompts the caller to unblock their caller ID to complete the call.
- P. Remote Call Forwarding: Allows customers to forward their home phone to an alternate number from any telephone line outside their location by calling the update center.
- Q. Selective Call Forwarding: Allows customers to program up to 15 numbers that will be forward to an alternate telephone number from their primary location. When an incoming call is received from a pre-programmed number, end users will receive a distinctive ring.



**DESCRIPTION OF SERVICE, Continued****DIRECTORY LISTING SERVICE**

The Company will provide Customer a single directory listing consisting of the Customer's name, Customer's street address, and Customer's telephone number which is designated as the Customer's main billing number, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

The Company may limit the length of any listing in the directory by the use of abbreviations when in its sole discretion, the clearness of the listing or the identification of the Customer is not impaired thereby.

The Company may, in its sole discretion, refuse a listing (i) that does not constitute Customer's legally authorized or adopted name, (ii) that contains obscenities in the name, (iii) that is likely to mislead or deceive calling persons as to the identify of the listed party, (iv) that is a contrived name used for advertising purposes or used to secure a preferential position in the directory, or (v) that is more elaborate than reasonably necessary to identify the listed party. The Company will notify the Customer prior to withdrawing any listing which is found to be in violation of this subpart.

- A. In order for listings to appear in a directory, a Customer must furnish the listing to the Company in time to meet the directory publishing schedule.
- B. Customer may elect for their telephone number and name to be non-listed or non-published in the directory or information services for an additional fee.

**DESCRIPTION OF SERVICE, Continued**  
**SERVICE PROVIDER OPTIONS**

**No Primary Interexchange Carrier (PIC) Option**

Customers have the option of not selecting a toll provider as the primary Carrier for intraLATA and/or interLATA toll traffic, thus requiring the Customer to use an access code to obtain toll providers' Services (i.e., 1010-XXX).

**Preferred Carrier Freeze (PCF)**

Company offers a free Service called Preferred Carrier Freeze. This Service is available to all Customers. PCF allows Customers to designate their local long distance (intraLATA) provider, long distance (interLATA) provider, and a local exchange Service provider, as permanent choices, which may not be changed absent further authorization from the Customer.

**Carrier Change Charge**

After the initial thirty (30) day period, or at any time after an initial Carrier selection has been made, any Carrier selection or change is subject to a Non-Recurring Charge, per change, per line, as set forth in Section 4.3.

**DIRECTORY ASSISTANCE**

A Directory Assistance call charged to a calling card or to a third number will be billed the appropriate operator charge, as specified in this Tariff, plus the charge for Directory Assistance. Non-published telephone numbers are not available from the Directory Assistance service. Directory Assistance charges are waived for Customers who have documented that they are blind or sight impaired to the Company.

**RATES****SERVICE CONNECTION AND MAINTENANCE CHARGES****Service Order and Change Charges**

The following non-recurring rates apply on a per line basis, unless otherwise noted.

**A. Service or Feature**

	Monthly Recurring Charge
Line Installation	\$50.00
Move Line	\$50.00
Change Telephone Number	\$20.00
Change to Class of Service or features	\$25.00
Feature Change	\$25.00
Directory Listing Change/Establishment of additional listing	\$20.00
Non-Published listing	\$20.00
Non-Listed number	\$20.00

**B. Reconnection Fee**

Reconnection fee applies to reconnect Service after dial tone has been suspended or service has been disconnected by Company.

Reconnection fee, per line	\$25.00
----------------------------	---------

**RATES****SERVICE CONNECTION AND MAINTENANCE CHARGES, Continue****Service Order and Change Charges, Continued**

The following rates apply when Company is required to dispatch a technician to perform trouble isolation at a customer premise.

Trouble Isolation Fee (TIC)	\$99.00*
-----------------------------	----------

\*This service not subject to the jurisdiction of the Commission.

**RATES**, Continued

**EXCHANGE SERVICE RATES AND CHARGES**

**Business Services**

[RESERVED FOR FUTURE USE]

**RATES**, Continued**EXCHANGE SERVICES RATES AND CHARGES**, Continued**Residential Services**

	Monthly Recurring Charge
Phone Service	\$36.89



**RATES, Continued****OPTIONAL CALLING FEATURES****[RESERVED FOR FUTURE USE ]****Custom Calling Features - Residential**

	Monthly Recurring Charge
Anonymous Call Rejection:	\$0.00
Caller ID –	\$6.00
Call Forwarding	\$3.00
Call Waiting	\$6.00
Speed Calling	\$5.50
Collect Call Blocking	\$0.00
Caller ID Blocking	\$0.00
Three Way Calling	\$3.00
Toll Restriction	\$0.00
No Solicitation	\$6.95
Selective Call Forwarding	\$3.00
Security Screening	\$2.95
Remote Call Forwarding	\$6.00
Custom Ring Number	\$6.00

**Per Use Features**

<u>Feature</u>	<u>Per Use Rate</u>
Continuous Redial	\$0.95*
Three-Way Calling	\$0.00
Last Call Return/Callback	\$0.95*

\*\$7.60 maximum charge per month

**RATES, Continued****DIRECTORY LISTING SERVICE****Residential Listings**

	Monthly Recurring Charge
Additional Listing	\$2.25
Non-Listed (Semi Private)	\$2.25
Non-Published (Private)	\$2.25

**DIRECTORY ASSISTANCE**

Directory Assistance, per call	\$1.99
--------------------------------	--------

**RATES, Continued****INTERLATA AND INTRALATA PRESUBSCRIPTION**

InterLATA and IntraLATA presubscription is a procedure whereby a subscriber designates Company as the carrier which the subscriber wishes to be the carrier of choice for interLATA and intraLATA toll calls. Such calls are directed to the designated carrier, without the need to use carrier access codes or additional dialing. InterLATA and IntraLATA presubscription does not prevent a subscriber who has presubscribed to the same interLATA and intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative interLATA and intraLATA carrier on a per call basis.

**InterLATA and IntraLATA Presubscription Offerings:**

- A. Option A: Subscriber may select Company as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- B. Option B: Subscriber may select an alternate interLATA and intraLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription;
- C. Option C: Subscriber may select a carrier other than Company for the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription; or
- D. Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

**Rules and Regulations**

- A. Subscribers will retain their current dialing arrangements until they request that their dialing arrangements be changed.
- B. Subscribers may select either Options A, B, C or D, above, for intraLATA presubscription.
- C. Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time.

**RATES, Continued****INTERLATA AND INTRALATA PRESUBSCRIPTION, Continued****Rules and Regulations, Continued**

- D. New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with Company. Company will process the subscriber's order for interLATA and intraLATA service. The selected carrier(s) will confirm their respective subscriber's verbal selection by third-party verification or return written confirmation notices.

Per line, per change \$5.50

**RATES, Continued****COMBINED BILLING FEE**

Customers may elect to have the convenience of Company billing both local exchange services and long distance detail billing on a single Customer invoice. Customer may also elect to receive their invoices via electronic delivery to avoid this fee.

Combined Billing Fee	\$1.99
----------------------	--------

**DUPLICATE BILL FEE**

Additional and alternate copies of Company bills are available upon Customer request. An additional bill copy is a secondary copy of the Customer's initial bill. An alternate bill is an additional bill sent to a different address other than the Customer's address of record, upon proper authority by the Customer.

Residential Customer, per copy of additional or alternate bill	\$5.00
--	--------

**INDIVIDUAL CASE BASIS AGREEMENTS**

When the Company furnishes a facility or Service for which a rate or charge is not specified in the Company's Tariff, or when the Company offers rates or charges which may vary from Tariff arrangements, rates and charges will be determined on an Individual Case Basis (ICB). The rates and charges for ICBs will be specified by contract between the Company and the Customer and will be made available to the Board upon request.

**PROMOTIONS**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or Installation Fees for qualifying Customers and other occasional promotional events sponsored or endorsed by the Company.

---

**RATES, Continued****CALL DETAIL RECORDS REQUEST**

Company cannot provide call detail records without a subpoena or other legal process from appropriate law enforcement agencies. When the Company receives a subpoena for local call detail, a standardized rate of \$150.00 per 24-hour period will apply to search for and create a record of local call detail or other non-billed call detail. All fees associated with the production of records must be paid in advance via certified funds.

Where Liberty Bell is the long distance provider, Liberty Bell will provide additional invoice copies at the rates specified elsewhere in this Tariff.

**CURRENT PROMOTIONS**

Company's bundle promotion is available to new subscribers through April, 30, 2012. The bundle promotion consists of a \$5 per month discount applied to the monthly recurring charges when the Customer combines Phone Service with Digital Subscriber Line Internet access\* and/or DISH Network satellite television service\* on a single monthly invoice. The Phone Service includes a Primary Directory Listing and up to 10 of the following Features, where technically feasible, for \$25.00 per line, per month:

- Caller ID, Call Waiting
- 3-Way Calling
- Variable Call Forwarding
- Selective Call Forwarding
- Anonymous Call Rejections
- Selective Call Rejection
- Last Call Return
- Caller ID Blocking
- Voicemail\*
- Message Waiting Indicator
- No Answer Call Forwarding
- Busy Call Forwarding

The products within the bundle promotion may be subject to a standard \$50 activation fee. Company may waive up to 100% of activation fee at time of ordering.

Digital Subscriber Line Internet access and DISH Network television service are not provided subject to the terms and conditions of this Tariff.

\*Service not subject to Commission regulation.



EXHIBIT E

Form CLEC 11, Adoption of Uniform Tariff  
(Attached)



NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION  
21 S. FRUIT ST., STE 10 CONCORD, NH 03301-2429  
603-271-2431  
www.puc.nh.gov

NHPUC Form CLEC-11  
Adoption of Model Tariff  
Puc 449.08  
Rev. 12/06/04

## ADOPTION OF A MODEL TARIFF

### 1. General Information

Federal Identification Number 72-1557371

CLEC Authorization Number \_\_\_\_\_ OR Date of Application 12/6/11

Legal Name Liberty-Bell Telecom, LLC

Trade Name (d/b/a)  
in New Hampshire dba DISH Network Phone & Internet

Regulatory Contact William Hunt (after December 27, 2011)

Complete Mailing Address 9601 S. Meridian, Boulevard  
Englewood, CO 80112

Phone Number 303-831-1977

Fax Number 303-831-1988

E-mail Address \_\_\_\_\_

### 2. Declaration of Intention to Adopt the NHPUC Model Tariff

I attest that the applicant adopts the New Hampshire Model Tariff by reference as prescribed in PUC as of:

Date: 12/6/11

**DO NOT FILE A COPY OF NHPUC MODEL TARIFF**

### 3. Signature

I certify that the information on this form is true and correct to the best of my knowledge and belief subject to the penalty for making unsworn false statements under RSA 641:3.

Authorized  
Representative Signature 

Title President and CEO

Printed Name Nigel Alexander

Date 12/6/2011

If you have any questions, please call the New Hampshire Public Utilities Commission at 603-271-2431.  
Please mail any documents to the above address.

EXHIBIT F

Regulatory Investigations and Complaints  
(Attached)

On December 14, 2010, Petitioner entered into a consent decree with the Federal Communications Commission. (In the Matter of Liberty Bell LLC, File No. EB-10-1H-3832). The agreement resolved outstanding issues concerning regulatory approvals that had not been obtained for the purchase of Liberty Bell Telecom by Multi-Link Telecom, LLC; the securing of an international 214 license; and the transfer of shares by the majority owner in Multi-Link. In addition to making a \$30,000 voluntary contribution to the United States Treasury, the Company agreed to designate a compliance officer, develop a compliance manual, conduct compliance training and file quarterly reports with the FCC. A copy of the Consent Decree is attached.

While not directly involved, Applicant provides the following information to the Commission:

On March 25, 2009, prior to its acquisition of Liberty-Bell Telecom LLC, DISH Network LLC ("DISH") was sued by the United States of America ("Federal Plaintiff") and the States of California, Illinois, North Carolina, and Ohio (collectively, "State Plaintiffs") concerning the marketing of its satellite television services.<sup>1</sup> Federal Plaintiff alleges that DISH violated certain provisions of the Federal Trade Commission's Telemarketing Sales Rule. State Plaintiffs claim that DISH is liable for violations of the Telephone Consumer Protection Act of 1991 (the "TCPA"), and other laws enacted by State Plaintiffs.

The claims are based on allegations that DISH itself made telemarketing calls to numbers on the national Do Not Call Registry ("DNCR") and/or made telemarketing calls that used artificial or prerecorded voices. In addition, Plaintiffs argue that DISH is liable for telemarketing calls that were made by independent third party retailers to numbers on the DNCR and/or that used artificial or prerecorded voices, even where such activities were not at the direction or under the control of DISH. DISH denies the substantive allegations in Plaintiffs' Complaint.

In February 2011, the U.S. District Court for the Central District of Illinois granted a request by DISH to refer the TCPA claims to the Federal Communications Commission under the doctrine of primary jurisdiction. The court instructed the parties to file a joint administrative complaint to obtain the FCC's interpretation of the phrase "on behalf of" within the context of the TCPA. The Joint Petition requests that the FCC interpret the do-not-call and prerecorded voice call provisions of the TCPA and the FCC's implementing regulations to determine whether they create liability for a person or entity by virtue of telephone calls made by an independent third party retailer.<sup>2</sup> The Petition has been subject to public comment and is pending. Discovery continues concerning the claims stayed by the court's order.

---

<sup>1</sup> *United States of America et al v. Dish Network LLC*, 3:09-cv-03073-SEM -BGC (C.D. Ill.)

<sup>2</sup> *Petition for Declaratory Ruling Concerning the Telephone Consumer Protection Act (TCPA)*, Federal Communications Commission, CG Docket No. 11-50, Filed Feb. xx 2011

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

In the Matter of	)	File No. EB-10-IH-3832
	)	
	)	Acct. No. 201132080016
Liberty-Bell Telecom, LLC	)	
	)	FRN No. 0010436087
	)	
	)	

ORDER

Adopted: December 14, 2010

Released: December 14, 2010

By the Chief, Enforcement Bureau:

1. In this Order, we adopt the attached Consent Decree entered into between the Enforcement Bureau of the Federal Communications Commission ("Bureau") and Liberty-Bell Telecom, LLC ("Liberty-Bell"). The Consent Decree terminates a Bureau investigation into Liberty-Bell for possible violations of section 214(a) of the Communications Act of 1934, as amended ("Act"),<sup>1</sup> and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Commission's rules.<sup>2</sup>

2. The Bureau and Liberty-Bell have negotiated the terms of a Consent Decree that resolves this matter. A copy of the Consent Decree is attached hereto and incorporated by reference.

3. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the investigation.

4. In the absence of material new evidence relating to this matter, we conclude that our investigation raises no substantial or material questions of fact as to whether Liberty-Bell possesses the basic qualifications, including those related to character, to hold or obtain any Commission license or authorization.

5. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Act,<sup>3</sup> and sections 0.111 and 0.311 of the Commission's rules,<sup>4</sup> the Consent Decree attached to this Order **IS ADOPTED**.

6. **IT IS FURTHER ORDERED** that the above-captioned investigation **IS TERMINATED**.

---

<sup>1</sup> 47 U.S.C. § 214(a).

<sup>2</sup> 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

<sup>3</sup> 47 U.S.C. § 154(i).

<sup>4</sup> 47 C.F.R. §§ 0.111, 0.311.



7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Edward S. Quill, Jr., Strategies Law Group, PLLC, 1002 Parker Street, Falls Church, Virginia 22046.

FEDERAL COMMUNICATIONS COMMISSION

P. Michele Ellison  
Chief, Enforcement Bureau

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

	)	
	)	
In the Matter of	)	File No. EB-10-IH-3832
	)	
	)	Acct. No. 201132080016
Liberty-Bell Telecom, LLC	)	
	)	FRN No. 0010436087
	)	
	)	

**CONSENT DECREE**

1. The Enforcement Bureau of the Federal Communications Commission and Liberty-Bell Telecom, LLC, by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation of Liberty-Bell's conduct for possible violations of section 214(a) of the Communications Act of 1934, as amended,<sup>5</sup> and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the rules,<sup>6</sup> regarding authority to offer international common carrier communications services, and four transactions, including a substantial transfer of control of domestic section 214 authority, two substantial assignments of international section 214 authority, and a *pro forma* transfer of control of international section 214 authority.

**I. DEFINITIONS**

2. For the purposes of this Consent Decree, the following definitions shall apply:

- (a) "Act" means the Communications Act of 1934, as amended, 47 U.S.C. § 151 *et seq.*
- (b) "Adopting Order" or "Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion or modification.
- (c) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
- (d) "Commission" or "FCC" means the Federal Communications Commission and all of its bureaus and offices.
- (e) "Compliance Plan" means the program described in this Consent Decree at paragraph 9.
- (f) "Effective Date" means the date on which the Bureau releases the Adopting Order.

---

<sup>5</sup> 47 U.S.C. § 214(a).

<sup>6</sup> 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

(g) "Investigation" means the Bureau's investigation regarding whether Liberty-Bell violated section 214(a) of the Act and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the rules by (a) engaging in the unauthorized provision of international common carrier services, (b) completing substantial transfers of control and substantial assignments of section 214 authority without the requisite prior approval of the Commission, (c) failing to accurately disclose ownership information (including Nigel Alexander's ownership) in its applications relating to such transfers of control and assignments and for initial international section 214 authority, and (d) failing to timely notify the Commission of a *pro forma* transfer of control of section 214 authority.

(h) "Parties" means Liberty-Bell Telecom, LLC and the Enforcement Bureau of the Federal Communications Commission, and each a "Party."

(i) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.

(j) "Liberty-Bell" or the "Company" means Liberty-Bell Telecom, LLC and its predecessors-in-interest and successors-in-interest.

## II. BACKGROUND

3. Section 214(a) of the Act prohibits the construction, operation, or acquisition of lines for interstate or international common carrier communication without Commission authorization.<sup>7</sup> Sections 63.18 and 63.24 of the Rules establish similar prohibitions regarding the provision of international common carrier service, and sections 63.01, 63.03 and 63.04 of the Rules establish similar provisions for the provision of domestic service.<sup>8</sup> Section 63.24(f) provides that while *pro forma* transfers of control and assignments of international section 214 authority do not require Commission approval prior to consummation, the Commission must be notified no later than thirty days after the *pro forma* transaction is completed.<sup>9</sup> This notification must provide information specified in the section 63.24(f)(2).<sup>10</sup>

4. Liberty-Bell is a non-facilities based reseller of domestic and international common carrier services. On September 13, 2006, Liberty-Bell was acquired by Multi-Link Telecom, LLC (later renamed Liberty-Bell, LLC). More than 43 months elapsed before Liberty-Bell applied for authorization for that transaction on May 6, 2010 (with respect to domestic section 214 authority) and May 24, 2010 (with respect to international section 214 authority). On October 17, 2008, Liberty-Bell consummated the assignment of customer assets from Affinity Telecom, Inc. Liberty-Bell filed an application for international section 214 authority nineteen months later on May 24, 2010. On September 24, 2009, Liberty-Bell consummated the assignment of customer assets from Impact Telecom, LLC. It filed an application for international section 214 authority eight months later on May 24, 2010. On September 21, 2009, Liberty-Bell consummated a *pro forma* transfer of control when the equity holdings of Nigel Alexander were reduced from fifty-six percent to forty-nine percent. Liberty-Bell informed the Commission of this *pro forma* transaction seven months later on May 24, 2010.

---

<sup>7</sup> 47 U.S.C. § 214(a).

<sup>8</sup> 47 C.F.R. §§ 63.01, 63.03, 63.04, 63.18 and 63.24.

<sup>9</sup> 47 C.F.R. § 63.24(f).

<sup>10</sup> 47 C.F.R. § 63.24(f)(2).

### III. TERMS OF AGREEMENT

5. **Adopting Order.** The Parties agree that the provisions of this Consent Decree shall be subject to final approval by the Bureau by incorporation of such provisions by reference in the Adopting Order without change, addition, modification, or deletion.

6. **Jurisdiction.** Liberty-Bell agrees that the Bureau has jurisdiction over it and the matters contained in this Consent Decree, and has the authority to enter into and adopt this Consent Decree.

7. **Effective Date; Violations.** The Parties agree that this Consent Decree shall become effective on the Effective Date. Upon release, the Adopting Order and this Consent Decree shall have the same force and effect as any other order of the Bureau. Any violation of the Adopting Order or of the terms of this Consent Decree shall constitute a separate violation of a Bureau order, entitling the Bureau to exercise any rights and remedies attendant to the enforcement of a Bureau order.

8. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate its Investigation on the Effective Date. In consideration for the termination of the Investigation, Liberty-Bell agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that in the absence of new material evidence, the Bureau will not use the facts developed in the Investigation through the Effective Date of the Consent Decree, or the existence of this Consent Decree, to institute, on its own motion, or refer to the Commission any new proceeding, formal or informal, or take on its own motion or refer to the Commission, any action against Liberty-Bell concerning the matters that were the subject of the Investigation. The Bureau also agrees that in the absence of new material evidence it will not use the facts developed in the Investigation through the Effective Date of this Consent Decree, or the existence of this Consent Decree, to institute on its own motion any proceeding, formal or informal, or to take on its own motion or refer to the Commission, any action against Liberty-Bell with respect to Liberty-Bell's basic qualifications, including its character qualifications to be a Commission licensee or to hold Commission authorizations.

9. **Compliance Plan.** Liberty-Bell agrees that it will implement a comprehensive Compliance Plan for purposes of ensuring its compliance with sections 214(a) of the Act and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Rules. The Compliance Plan shall include, at a minimum, the following components:

(a) **Compliance Officer.** Within 60 calendar days of the Effective Date, Liberty-Bell will designate a Compliance Officer who will administer the Compliance Plan, supervise Liberty-Bell's compliance with the Act and the Rules, and serve as the point of contact on behalf of Liberty-Bell for all FCC-related compliance matters.

(b) **Compliance Manual.** Within 60 calendar days of the Effective Date, the Compliance Officer will develop and distribute a Compliance Manual to employees and others who perform duties at Liberty-Bell that trigger or may trigger compliance-related responsibilities. The Compliance Manual will include (i) an overview of the Commission's requirements, including the need for prior approval for license assignments and transfers of control, and the requirements set forth in the Rules at issue in the Investigation; (ii) a description of the regulatory requirements applicable to the accurate reporting of information in FCC applications; and (iii) instructions regarding due diligence for FCC applications. The Compliance Manual will be updated from time to time, as needed.



(c) **Compliance Training Program.** Within 90 calendar days of the Effective Date, Liberty-Bell will begin administering a Compliance Training Program for employees and others who perform duties at Liberty-Bell that trigger or may trigger compliance-related responsibilities. This Compliance Training Program will be presented to new employees who are engaged in such activities, within the first 60 calendar days of employment. This Compliance Training Program will track the Compliance Manual, focusing on proper implementation of the Compliance Manual and tailored to specific user groups.

(d) **Compliance Reports.** Liberty-Bell will submit a Compliance Report to the Commission 90 days after the Effective Date and annually thereafter on the anniversary of the Effective Date until the Termination Date. Each Compliance Report will include a certification by the Compliance Officer, as an agent of and on behalf of Liberty-Bell, stating that he/she has personal knowledge that: (i) Liberty-Bell has established operating procedures intended to ensure compliance with the terms and conditions of this Consent Decree and with Section 214(a) of the Act, and sections 63.01, 63.03, 63.04, 63.18 and 63.24 of the Rules, together with an accompanying statement explaining the basis for the certification; (ii) Liberty-Bell has been utilizing those procedures since the previous Compliance Report was submitted; and (iii) the Compliance Officer is not aware of any instances of non-compliance with the Consent Decree or those specified sections of the Act and the Rules. The certification must comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein. If the Compliance Officer cannot provide the requisite certification, he/she shall provide the Commission with a detailed explanation of: (i) any instances of non-compliance with this Consent Decree and those specified sections of the Act and the Rules, and (ii) the steps that Liberty-Bell has taken or will take to remedy each instance of non-compliance and ensure future compliance, and the schedule on which proposed remedial actions will be taken. All Compliance Reports shall be directed to the Chief, Investigations and Hearings Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, S.W., Washington, D.C. 20554.

(e) **Termination.** The requirements relating to the Compliance Plan shall expire 36 months after the Effective Date.

10. **Voluntary Contribution.** Liberty-Bell agrees that it will make a voluntary contribution to the United States Treasury in the amount of \$30,000.00. The payment shall be made within 30 days after the Effective Date of the Adopting Order. The payment shall be made by check or similar instrument, payable to the Order of the Federal Communications Commission. The payment must include the Account Number and FRN Number referenced in the caption to the Adopting Order. Payment by check or money order may be mailed to the Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank - Government Lockbox # 979088 SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. Liberty-Bell will also send electronic notification within 48 hours of the date payment is made to Hillary.DeNigro@fcc.gov and to Robert.Krinsky@fcc.gov.

11. **Waivers.** Liberty-Bell agrees to waive any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order, provided the Consent Decree is adopted without change, addition, modification, or deletion. Liberty-Bell shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party, or the United States on behalf of the Commission, brings a judicial action to enforce the terms of the Adopting Order, neither Liberty-Bell nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and Liberty-Bell shall waive any statutory right to a trial *de novo*. Liberty-Bell hereby agrees to waive

any claims it may otherwise have under the Equal Access to Justice Act, 5 U.S.C. § 504 and 47 C.F.R. § 1.1501 *et seq.*, relating to the matters addressed in this Consent Decree.

12. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent rule or Order adopted by the Commission (except an Order specifically intended to revise the terms of this Consent Decree to which Liberty-Bell does not expressly consent) that provision shall be superseded by such Commission rule or Order.

13. **Successors and Assigns.** Liberty-Bell agrees that the terms and conditions of this Consent Decree shall be binding on its successors, assigns, and transferees with respect to Liberty-Bell's operations.

14. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding or determination regarding any compliance or noncompliance with the requirements of the Act or the Commission's Rules and Orders.

15. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

16. **Paragraph Headings.** The headings of the Paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

17. **Authorized Representative.** Each party represents and warrants to the other that it has full power and authority to enter into this Consent Decree.

18. **Counterparts.** This Consent Decree may be signed in any number of counterparts (including by facsimile), each of which, when executed and delivered, shall be an original, and all of which counterparts together shall constitute one and the same fully executed instrument.

By: \_\_\_\_\_

P. Michele Ellison  
Chief, Enforcement Bureau  
Federal Communications Commission

By: \_\_\_\_\_

Nigel Alexander  
Manager  
Liberty-Bell Telecom, LLC

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

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