

S-37322

6/27/2024

## **Attachment A**

### **Business Structure and Articles of Organization**

Panda Mobile, LLC is a limited liability company with its principal place of business at 325 Harbour Cove Drive, Sparks, Nevada 89434. Panda Mobile does not have any affiliate entities that offer or provide telecommunications services in Louisiana. The Company's Articles of Organization are appended.

**FRANCISCO V. AGUILAR**  
Secretary of State

**DEPUTY BAKKEDAHL**  
Deputy Secretary for  
Commercial Recordings

**STATE OF NEVADA**



**OFFICE OF THE  
SECRETARY OF STATE**

*Commercial Recordings Division*  
401 N. Carson Street  
Carson City, NV 89701  
Telephone (775) 684-5708  
Fax (775) 684-7138  
  
North Las Vegas City Hall  
2250 Las Vegas Blvd North, Suite 400  
North Las Vegas, NV 89030  
Telephone (702) 486-2880  
Fax (702) 486-2888

**Certified Copy**

3/6/2024 9:18:02 AM

**Work Order Number:** W2024030600577  
**Reference Number:** 20243893298  
**Through Date:** 3/6/2024 9:18:02 AM  
**Corporate Name:** Panda Mobile LLC

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20232950566	Articles of Organization	2



Certified By: Cherie Borst  
Certificate Number: B202403064437358  
You may verify this certificate  
online at <http://www.nvsos.gov>

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

FRANCISCO V. AGUILAR  
Nevada Secretary of State



FRANCISCO V. AGUILAR  
Secretary of State  
202 North Carson Street  
Carson City, Nevada 89701-4201  
(775) 684-5708  
Website: [www.nvsos.gov](http://www.nvsos.gov)

[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

Filed in the Office of <i>FV Aguilar</i> Secretary of State State Of Nevada	Business Number
	E29505672023-5
	Filing Number
	20232950566
	Filed On
02/13/2023 09:24:05 AM	
Number of Pages	
2	

## Formation - Limited-Liability Company

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> NRS 86 - Articles of Organization<br>Limited-Liability Company   | <input type="checkbox"/> NRS 86.544 - Registration of<br>Foreign Limited-Liability Company              |
| <input type="checkbox"/> NRS 89 - Articles of Organization<br>Professional Limited-Liability Company | <input type="checkbox"/> NRS 86.555 - Registration of Professional<br>Foreign Limited-Liability Company |

<b>1. Name Being Registered in Nevada:</b> (See Instructions)	<b>Panda Cellular LLC</b>
<b>2. Foreign Entity Name:</b> (Name in home jurisdiction)	
<b>3. Jurisdiction of Formation:</b> (Foreign Limited-Liability Companies)	3a) Jurisdiction of formation: _____ 3b) Date formed: _____ 3c) I declare this entity is in good standing in the jurisdiction of its formation. <input type="checkbox"/>
<b>4. Registered Agent for Service of Process*:</b> (check only one box)	<input checked="" type="checkbox"/> Commercial Registered Agent (name only below) <input type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below)  <b>Northwest Registered Agent, LLC.</b> Name of Registered Agent OR Title of Office or Position with Entity <b>401 Ryland Street, Suite 200-A</b> <b>Reno</b> <b>Nevada 89502</b> Street Address City Zip Code  Mailing Address (If different from street address) City Nevada Zip Code
<b>4a. Certificate of Acceptance of Appointment of Registered Agent:</b>	<i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> <b>X Taylor Newman</b> <b>02/13/2023</b> Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity Date
<b>5. Management:</b> (Domestic Limited-Liability Companies only)	Company shall be managed by: (check one box) <input type="checkbox"/> Manager(s) OR <input checked="" type="checkbox"/> Member(s)
<b>6. Name and Address of each Manager(s) or Managing Member(s):</b> (NRS 86 and NRS 86.544, see Instructions) <b>Name and Address of the Original Manager(s) and Member(s):</b> (NRS 89, see instructions) <b>IMPORTANT:</b> A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing.	1) <b>Joseph Phillips</b> Name <b>401 Ryland St. STE 200-A</b> <b>Reno</b> <b>NV</b> <b>89502</b> Address City State Zip Code
<b>7. Dissolution Date:</b> (Domestic only)	Latest date upon which the company is to dissolve (if existence is not perpetual): _____



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## Formation - Limited-Liability Company

Continued, Page 2

<b>8. Profession to be Practiced:</b> (NRS 89 only)									
<b>9. Series and/or Restricted Limited-Liability Company:</b> (Optional)	Check box if a Series Limited-Liability Company <input type="checkbox"/> Domestic Limited-Liability Company's only: The Limited-Liability Company is a Restricted Limited-Liability Company <input type="checkbox"/>								
<b>10. Records Office:</b> (Foreign Limited-Liability Companies)	Address _____ City _____ State _____ Zip code _____ Country _____								
<b>11. Street Address of Principal Office:</b> (Foreign Limited-Liability Companies)	Address _____ City _____ State _____ Zip code _____ Country _____								
<b>12. Name, Address and Signature of the Organizer:</b> (NRS 86, NRS 89 -Each Organizer must be a licensed professional.)  <b>Name and Signature of Manager or Member:</b> (NRS 86.544 only)  See instructions	<p>*Foreign Limited-Liability Company - In the event the designated Agent for Service of Process resigns and is not replaced or the agent's authority has been revoked or the agent cannot be found or served with exercise of reasonable diligence, then the Secretary of State is hereby appointed as the Agent for Service of Process.</p> <p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table border="1"><tr><td>Nat Smith</td><td>United States</td></tr><tr><td>Name</td><td>Country</td></tr><tr><td>401 Ryland St. STE 200-A</td><td>Reno NV 89502</td></tr><tr><td>Address</td><td>City State Zip/Postal Code</td></tr></table> <p><b>X</b> Nat Smith (attach additional page if necessary)</p>	Nat Smith	United States	Name	Country	401 Ryland St. STE 200-A	Reno NV 89502	Address	City State Zip/Postal Code
Nat Smith	United States								
Name	Country								
401 Ryland St. STE 200-A	Reno NV 89502								
Address	City State Zip/Postal Code								

### AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:

(attach additional page(s) if necessary)

**FRANCISCO V. AGUILAR**  
*Secretary of State*

**DEPUTY BAKKEDahl**  
*Deputy Secretary for  
Commercial Recordings*

**STATE OF NEVADA**



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3/6/2024 9:18:04 AM

**Work Order Number:** W2024030600577  
**Reference Number:** 20243893298  
**Through Date:** 3/6/2024 9:18:04 AM  
**Corporate Name:** Panda Mobile LLC

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number	Description	Number of Pages
20233465236	Amendment to Articles of Organization	2



Certified By: Cherie Borst  
Certificate Number: B202403064437360  
You may verify this certificate  
online at <http://www.nvsos.gov>

Respectfully,

A handwritten signature in black ink that reads "FV Aguilar".

**FRANCISCO V. AGUILAR**  
Nevada Secretary of State



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Secretary of State  
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Filed in the Office of <i>FV Aguilar</i> Secretary of State State Of Nevada	Business Number <b>E29505672023-5</b>
	Filing Number <b>20233465236</b>
	Filed On <b>09/08/2023 06:27:31 AM</b>
	Number of Pages <b>2</b>

**Limited-Liability Company:**  
**Certificate of Amendment** (PURSUANT TO NRS 86.216, 86.221 and 86.543)  
**Certificate to Accompany Restated Articles or Amended and Restated Articles** (PURSUANT TO NRS 86.221)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

<b>1. Entity information:</b>	Name of entity as on file with the Nevada Secretary of State :  <b>Panda Cellular LLC</b>  Entity or Nevada Business Identification Number (NVID) : <b>NV20232697821</b>
<b>2. Restated or Amended and Restated Articles</b> (Select one):  (If restating or amending and restating, complete section 1, 2 and 6.)	<input type="checkbox"/> <b>Certificate to Accompany Restated Articles or Amended and Restated Articles</b>  <input type="checkbox"/> Articles have been Restated  <input type="checkbox"/> Articles have been Amended and Restated  * Restated or Amended and Restated Articles must include with this filing type.
<b>3. Type of amendment filing being completed:</b> (Select only one box):  (If amending, complete section 1,3,5 and 6.)	<input type="checkbox"/> <b>Certificate of Amendment to Articles of Organization For a Nevada Limited-Liability Company Before Issuance of Member's Interest</b> (Pursuant to NRS 86.216)  The signers thereof are at least two-thirds of the <input type="checkbox"/> organizers or the <input type="checkbox"/> managers of the limited-liability company  As of the date of the certificate, no member's interest in the limited-liability company has been issued.  <input checked="" type="checkbox"/> <b>Certificate of Amendment to Articles of Organization For a Nevada Limited-Liability Company</b> (Pursuant to NRS 86.221)  The limited-liability company is managed by <input type="checkbox"/> Managers or <input checked="" type="checkbox"/> Members  The certificate of amendment must be signed by a manager of the company or, if management is not vested in a manager, by a member.  <input type="checkbox"/> <b>Amendment to Application for Registration of a Foreign Limited-Liability Company</b> (Pursuant to NRS Chapter 86)  Name of Foreign Limited-Liability Company if different than registered to transact business in Nevada:    If amendment is to change the name, the change taking effect: (select all that apply) <input type="checkbox"/> The name under which Limited-Liability Company transacts business in this State <input type="checkbox"/> Foreign Limited-Liability Company name from home jurisdiction



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**Limited-Liability Company:**  
**Certificate of Amendment** (PURSUANT TO NRS 86.216, 86.221 and 86.543)  
**Certificate to Accompany Restated Articles or Amended and**  
**Restated Articles** (PURSUANT TO NRS 86.221)

4. Effective date and  
time: (Optional)

Date: 09/08/2023

Time:

(must not be later than 90 days after the certificate is filed)

5. Information being  
changed:

Changes to takes the following effect:

- ☒ The entity name has been amended.
- ☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)
- ☐ The purpose of the entity has been amended.
- ☐ The directors, managers or general partners have been amended.
- ☐ IRS tax language has been added.
- ☐ Articles have been added
- ☐ Articles have been deleted
- ☐ Other.

The articles have been amended as follows: (provide article numbers, if available)

Entity Name: Panda Mobile LLC

(attach additional page(s) if necessary)

6. Signature:  
(Required)

X Joseph Phillips

Member

Signature of Manager, Member or Authorized  
Signer

Title

Please include any required or optional information in space below:  
(attach additional page(s) if necessary)



**FRANCISCO V. AGUILAR**  
*Secretary of State*

**DEPUTY BAKKEDahl**  
*Deputy Secretary for  
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**STATE OF NEVADA**



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**Corporate Name:** Panda Mobile LLC

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Document Number	Description	Number of Pages
20243815333	Amendment to Articles of Organization	2



Certified By: Cherie Borst  
Certificate Number: B202403064437364  
You may verify this certificate  
online at <http://www.nvsos.gov>

Respectfully,

A handwritten signature in black ink, appearing to read "FV Aguilar".

FRANCISCO V. AGUILAR  
Nevada Secretary of State



**FRANCISCO V. AGUILAR**  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: [www.nvsos.gov](http://www.nvsos.gov)

Filed in the Office of  Secretary of State State Of Nevada	Business Number
	E29505672023-5
	Filing Number
	20243815333
	Filed On
	11/17/2023 10:00:00 AM
	Number of Pages
	2

**Limited-Liability Company:**  
**Certificate of Amendment** (PURSUANT TO NRS 86.216, 86.221 and 86.543)  
**Certificate to Accompany Restated Articles or Amended and**  
**Restated Articles** (PURSUANT TO NRS 86.221)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGHLIGHT

<b>1. Entity information:</b>	Name of entity as on file with the Nevada Secretary of State: <div style="border: 1px solid black; padding: 2px;">Panda Mobile LLC</div> Entity or Nevada Business Identification Number (NVID): <div style="border: 1px solid black; padding: 2px;">NV20232697821</div>
<b>2. Restated or Amended and Restated Articles</b> (Select one):  (If restating or amending and restating, complete section 1, 2, 3, 5 and 6.)	<input type="checkbox"/> <b>Certificate to Accompany Restated Articles or Amended and Restated Articles</b>  <div style="margin-left: 40px;"> <input type="checkbox"/> Articles have been Restated   <input type="checkbox"/> Articles have been Amended and Restated         </div> * Restated or Amended and Restated articles must be included with this filing type.
<b>3. Type of amendment filing being completed:</b> (Select only one box):  (If amending, complete section 1, 3, 5 and 6.)	<div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <input type="checkbox"/> <b>Certificate of Amendment to Articles of Organization For a Nevada Limited-Liability Company Before Issuance of Member's Interest</b> (Pursuant to NRS 86.216)           The signers thereof are at least two-thirds of the <input type="checkbox"/> organizers or the <input type="checkbox"/> managers of the limited-liability company           As of the date of the certificate, no member's interest in the limited-liability company has been issued.       </div> <div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <input checked="" type="checkbox"/> <b>Certificate of Amendment to Articles of Organization For a Nevada Limited-Liability Company</b> (Pursuant to NRS 86.221)           The limited-liability company is managed by <input checked="" type="checkbox"/> Managers or <input type="checkbox"/> Members           The certificate of amendment must be signed by a manager of the company or, if management is not vested in a manager, by a member.       </div> <div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <input type="checkbox"/> <b>Amendment to Application for Registration of a Foreign Limited-Liability Company</b> (Pursuant to NRS Chapter 86)           Name of Foreign Limited-Liability Company if different than registered to transact business in Nevada:  <div style="border: 1px solid black; height: 20px; width: 100%;"></div>          If amendment is to change the name, the change taking effect: (select all that apply)  <input type="checkbox"/> The name under which Limited-Liability Company transacts business in this State  <input type="checkbox"/> Foreign Limited-Liability Company name from home jurisdiction       </div>

This form must be accompanied by appropriate fees.



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**Limited-Liability Company:**  
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**Certificate to Accompany Restated Articles or Amended and**  
**Restated Articles** (PURSUANT TO NRS 86.221)

4. Effective date and  
time: (Optional)

Date:

Time:

(must not be later than 90 days after the certificate is filed)

5. Information being  
changed:

Changes to takes the following effect:

- ☐ The entity name has been amended.  
☐ The registered agent has been changed. (attach Certificate of Acceptance from new registered agent)  
☐ The purpose of the entity has been amended.  
☐ The directors, managers or general partners have been amended.  
☐ IRS tax language has been added.  
☐ Articles have been added.  
☐ Articles have been deleted.  
☒ Other.

The articles have been amended as follows: (provide article numbers, if available)

Article 5 should be amended to reflect the entity is manager-managed.

(attach additional page(s) if necessary)

6. Signature:  
(Required)

X

DocuSigned by:

Jee Phillips

Signature of Manager, Member or Authorized  
Signer

Member

Title

X

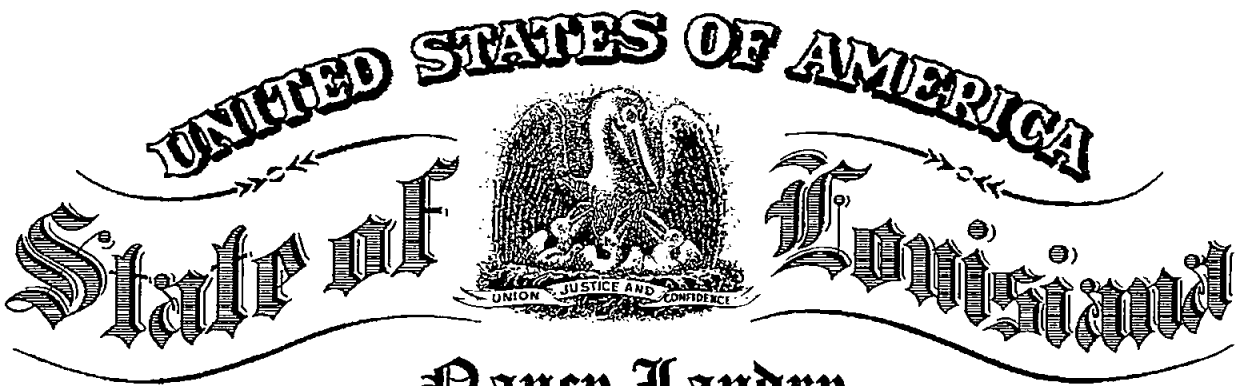
Signature of Manager, Member or Authorized  
Signer

Title

Please include any required or optional information in space below:  
(attach additional page(s) if necessary)

## **Attachment B**

**Certified Copy of Louisiana Secretary of State Certificate**



**Nancy Landry**  
SECRETARY OF STATE

*As Secretary of State of the State of Louisiana, I do hereby Certify that*

**PANDA MOBILE LLC**

A limited liability company domiciled in SPARKS, NEVADA,

Filed charter and qualified to do business in this State on March 22, 2024,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

March 22, 2024

*Nancy Landry*

*Secretary of State*

Web 45868344Q



Certificate ID: 11861417#GGG62

To validate this certificate, visit the following web site, go to **Business Services, Search for Louisiana Business Filings, Validate a Certificate**, then follow the instructions displayed.  
**[www.sos.la.gov](http://www.sos.la.gov)**

**CONFIDENTIAL**

**Attachment C**

**Financial Ability**

# **CONFIDENTIAL**

The 2023 financial statements (current as of December 31, 2023) of Panda Mobile are provided in a separate envelope marked as CONFIDENTIAL.

**Attachment D**  
**Managerial Ability**



See attached resumes and biographies for Glenn Wisegarver and Greg Hough.

## GLENN G. WISEGARVER – CPA, MBA, CGMA

Sammamish, WA 98074 | 425-502-1203 | gwisegarver@gmail.com | www.linkedin.com/in/glennwisegarver

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### PROFESSIONAL SUMMARY

Scalable, high-energy, experienced, and flexible senior finance executive with P&L ownership up to \$1.7B and team management up to 35 staff globally across 5 countries.

Reputation for strong financial leadership, positive relationships with peers, strategic management, tactical execution, and building talented worldwide teams.

Industry expertise includes: Telecom, SaaS, venture-backed, software, hardware, professional services, manufacturing, REIT, retail, financial services, not-for-profit, aviation, automotive, biotechnology, and healthcare.

Functional expertise includes:

- |                      |            |                           |                         |               |
|----------------------|------------|---------------------------|-------------------------|---------------|
| • VC Fundraising     | • Treasury | • IT Management           | • Project Management    | • Legal       |
| • Investor Relations | • Banking  | • Artificial Intelligence | • Business Development  | • Turn-around |
| • Strategic Planning | • M&A      | • Forecasting/Budgeting   | • Internal Control/SOX  | • Pricing     |
| • Financial Analysis | • Tax      | • Consol/Reporting        | • Intellectual Property | • Accounting  |
- 

### EXPERIENCE

#### PANDA MOBILE LLC – Seattle, WA

Nov 2023 – Present

##### CFO

Worldwide responsibility for F&A and HR

*Panda Mobile LLC is a MVNO telecommunications company offering cellular services to consumers, eligible government program subscribers, and US bound international travelers.*

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#### BLUETOOTH SIG, Inc. – Seattle, WA

Jun 2020 – Oct 2023

*Bluetooth SIG, Inc. is the company behind the Bluetooth technology and brand. Over 6-billion Bluetooth-enabled devices are shipped annually. Bluetooth has a 92%+ brand awareness globally.*

##### CFO

Worldwide responsibility for F&A, HR, and Cloud Operations (IT). 35 staff. Also Corporate Secretary.

- Overhauled and rebuilt F&A organization, analytics, processes, policies, and systems from ground up.
- Crafted and executed capital structure strategy. Navigated through Board approval.
- Strategic foresight and execution of price increase. Resulted in margin protection despite recession headwinds.
- Visioned, crafted, and implemented first-ever organization-wide staff performance management program. Resulted in higher staff morale and lowered voluntary turn-over to single digits during 'great resignation' period.
- Overhauled and re-engineered Cloud Ops software development methodology. Resulted in improved start to in-production time per story from 2-weeks to 3-days average while also improving regression metrics to negligible.

---

#### SIGMA IQ, Inc. – Seattle, WA

Jan 2018 – Mar 2020

*Sigma IQ was a venture-backed early stage SaaS company using Artificial Intelligence to automate Finance & Accounting processes.*

##### Founder & CEO

Established vision, concept, and strategy for development of game-changing AI-powered enterprise strength matching reconciliation engine.

- Raised Series Seed venture equity round.
- Conceptualized novel approach to automating reconciliations using AI. Co-inventor on three pending patents.
- Recruited high-performing engineering team. Developed enterprise scale product/ Recruited beta product company participants.
- Built enterprise marketing capability. Launched inaugural product. Achieved initial commercialization.

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**GLOBAL LIFESTYLE INC. (GLI) DBA ROC— Seattle, WA****Sep 2017 – Nov 2017**

*GLI was started in early 2017 to develop and launch the ROC family of premium audio wearables created in partnership with global soccer superstar, Cristiano Ronaldo. Insufficient market traction resulted in discontinuation of operations.*

**Chief Financial Officer**

Recruited to start-up as CFO wearing many hats, including fund-raising, investor relations, banking, F&A, IT, HR, procurement, legal, customer care, product, marketing, sales, and operations.

---

**MOZ, INC.— Seattle, WA****Dec 2013 – Sep 2017**

*Moz is a \$45MM+ ARR SaaS venture-backed growth-stage, SEO and Local Search analytic software company serving over 36,000 enterprise and SMB customers in the U.S. and around the world.*

**Chief Financial Officer**

Worldwide responsibility for Investor Relations, F&A, Legal, and Payments. Interim GM Moz Local business unit. Interim VP Enterprise Sales. Up to 29 staff.

- Raised Series C venture equity round.
- Grew revenue from \$29M to over \$45M+ ARR. Moved company from cash flow negative to cash flow positive.
- Improved cash position. Freed-up \$2M on balance sheet for redeployment. Negotiated and refinanced bank lines, resulting in 65% increase in debt capacity and improved terms. Negotiated additional \$4+M of datacenter capital leases, resulting in increased datacenter capabilities and improved cash flow management.
- Negotiated two acquisitions. Secured Board approvals. Managed due diligence, deal agreements, and subsequent integration. Efforts directly contributed to successful execution of deals & post-close integration.
- Launched start-up within Moz of new product & business unit (Moz Local). Grew start-up from zero to \$9M+ ARR in 3 years.
- Interim Moz Local business unit GM. Doubled software engineering staff. Launched software code quality initiative. Initiated offshore engineering capability. Developed and deployed enterprise marketing capability and program. Efforts directly contributed to achievement of record ARR.
- Developed all Moz Local business-level SaaS metrics, instrumentation, analysis, and forecasting capability, including customer segmentation, bookings, sales, renewal profiles, month-cohort behavioral analysis, cancellation patterns, ARPL/ARPA, CAC, LTD, LTV, LTV/CAC ratios, and OCF.
- Built Enterprise Sales Team from scratch, crafted sales compensation plan, built account management processes. Negotiated deals. Interim VP Enterprise Sales. Built Sales Ops function. Personally closed \$670K 3-yr deal.
- Executed Phase I of SaaS Payments ecosystem overhaul. Established dedicated 8-member multi-disciplinary payments team, consolidated disparate billing/payment systems, implemented enterprise-level gateway, implemented PMU, implemented processes and controls around development, testing, & deployment.
- Upgraded F&A staff, technology, and process capabilities. Implemented enterprise-level ERP on-time, on-budget, and fully functional Day 1 of go-live, while utilizing functional personnel as implementation team. Reengineered financial processes, etc. thereby reducing close from 18+ days to 3 days while improving quality.

---

**VIGOR INDUSTRIAL LLC – Seattle, WA****2013 – 2013**

*Vigor is a large \$500MM+ specialty industrial marine manufacturer with facilities through the Pacific Northwest & Alaska. Vigor builds and repairs marine vessels for DoD, federal, and state governments, as well as for commercial shippers & local operators.*

**Outside Consultant - Merger Integration Subject Matter Expert (SME)**

Expert merger integration consultant in the areas of F&A processes and systems, BI, analytics, and Enterprise Performance Management for this >\$500MM marine fabrication and repair organization.

---

**ZETEC, INC. – Snoqualmie, WA****2007 – 2013**

*Zetec, a \$74MM+ global company, designs, manufactures, sells, and services complex non-destructive testing software, equipment, and instrumentation. Owned by Roper Technologies (NYSE: ROP), but run independently, with operations and sales around the world.*

---

**Chief Financial Officer / Vice President, Finance**

Worldwide responsibility for F&A, Information Technology (IT), Quality Control & Assurance (QC/QA), compliance, legal affairs, contracts, and US Customer Service. Up to 35 staff.

- Drove the CFO role in 2012 to achievement of all-time record GM%, OP dollars, OP%, Operating Cash Flow, EBITDA, and Asset Velocity. From 2008 to 2012, increased GM% by 580 bps, OP dollars by 35.5%, OP% by 770 bps, OCF dollars by 50.7%, EBITDA% by 530 bps, improved Asset Velocity % by 1160 bps.
- During economic downturn, proactively, but compassionately implemented restructure actions reducing 22% of headcount; aligned remaining resources to strategic priorities. Despite YOY 18% revenue decline, resulted in YOY 20 bps operating margin improvement and increased operating cash flow by 2%.
- Aligned business operating structure to core strategy: divested rental business unit; spun-out ECA business; closed distribution entity; established China and France entity; entered new industry vertical.
- Implemented ERP & CRM worldwide. Replaced 3+ disparate systems with single Tier 1 ERP/CRM system. Utilized functional personnel as primary implementation team minimizing external spend. Achieved go-live with fully capable processes without disruption to business on-time and under budget.
- Reengineered financial close processes, implemented best practices, and standardized key tasks; resulted in reduction of close (TB final) from 5 days to 1.9 days.
- Hired strong Corporate Controller and Canada Controller. Upgraded US AP capabilities and AR capabilities worldwide. Improved analysis skills. Trained Canada and France staff on US GAAP, reporting, and Sarbanes-Oxley compliant internal controls.

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**HITACHI CONSULTING (FORMERLY ARTHUR ANDERSEN LLP) – Seattle, WA**
**2000 – 2007**

*Arthur Andersen was the largest audit, tax, and business consulting firm in the U.S. Hitachi Consulting is a full-service business, management, and IT consultancy serving Fortune 1000 and mid-market clients around the world.*

**Director (2006 – 2007)****Senior Manager (2002 – 2006)****Experienced Manager (2000 – 2002)**

Financial Business Solutions (CFO Services) practice leader for the PNW. Recognized within Hitachi Consulting nationally for F&A expertise, including in the areas of Sarbanes-Oxley compliance, consolidation, reporting, strategic planning, balanced scorecard, budgeting, and performance management. Developed Hitachi Consulting firm-standard methodologies for financial consolidation and reporting, balanced scorecard, budgeting, and forecasting processes and technologies. Efforts resulted in firm-wide deployment of methodologies for use at clients across multiple industries.

- Managed selection and outsourcing of Safeco Insurance's \$10.4B investment portfolio to third-party manager (Blackrock). Actions included selection, contract negotiation, legal review, asset transfer, and accounting transition. Achieved project milestones and Board approval ahead of aggressive deadline.
- Initiated, pursued, and acquired marquis new clients including, Nordstrom, Safeco, and Washington Mutual. Negotiated, and executed 3 strategic partnerships. Generated \$7MM+ of incremental revenue within 3 years.
- Managed 14-person project team to implement new SEC financial consolidation and reporting processes and technologies (Hyperion) at \$400+MM public REIT. Scope included 185 legal entities, 6 countries, 7 currencies, and 2 segments; enhanced reporting integrity and improved cycle time by 65% (est).
- PMO Business Advisor for \$8B computer hardware business turn-around consisting of 54 work-streams and 330 sub-projects. Developed key PMO management tools, approaches, and supporting analysis tools; contributed to client's shift from loss to profitability.
- Developed corporate-level and division-level balanced scorecards for Macromedia, a \$300+MM software development firm. Efforts directly contributed to deployment of improved business management tools, and corresponding change in executive compensation model.
- Turned-around troubled Call Center reengineering project for \$750MM+ client. Successfully managed project through completion of all deliverables, including selection and implementation of 3 call center technologies, physical reconfiguration, organizational design, and process reengineering of QA, performance management, and call routing. Efforts contributed to \$26+MM in first-year benefit (actual measured).

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**MICROSOFT CORPORATION – Redmond, WA****1999 – 2000***Microsoft is the largest software development firm in the world.***Division Controller, Server Division – Windows Group**

Responsible for \$1.7B P&L. Rebuilt division finance organization and team to provide performance analysis, revenue forecasting, pricing, licensing, marketing sizing, marketing program analysis, competitive analysis, cost analysis, and accounting support for Server OS business and the Embedded OS business. Efforts contributed to 32% annualized revenue growth and successful launch of a key product - Windows 2000.

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**TEKTRONIX, INC., VIDEO & NETWORKING DIVISION – Portland, OR****1997 – 1999**

*Tektronix was a publicly-traded \$2.1B high-technology firm with three businesses that designed, manufactured, and sold test & measurement equipment, color printers, video servers, and other broadcast equipment before being broken-up and divested.*

**Finance Manager, Planning, Budgeting, Forecasting, Analysis, & Reporting (1998 - 1999)****Project Manager, Strategic Initiatives (1997 - 1998)****Controller, Product Development (1997 - 1998)**

Key member of turn-around team. Also responsible for worldwide strategic planning, budgeting, forecasting, reporting, and all financial analysis and analytic tools. Developed strategic options to restructure the division for divestiture. Key member of due diligence team. Efforts directly contributed to divestiture of x-terminal business, spin-out of video conferencing business, and ultimate sale of VND division.

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**FORD MOTOR COMPANY, FINANCE – Dearborn, MI****1995 – 1997****Internal Auditor, Treasury & Financing Operations (1996 - 1997)****Area Controller, Livonia Transmission Plant (1995 - 1996)**

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**UNITED STATES AIR FORCE, C-130 INSTRUCTOR NAVIGATOR - Tokyo, Japan****1987 – 1992****Captain (1991 - 1992)****First Lieutenant (1989 - 1991)****Second Lieutenant (1987 - 1989)**

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**BOARD & PROFESSIONAL/COMMUNITY AFFILIATIONS****Board of Directors – Sigma IQ, Inc. Seattle, WA (2018-2020)****Board of Trustees – Bloodworks (formerly Puget Sound Blood Center), Seattle, WA (2012-2017)**

Chair; Vice-Chair; Compensation Committee Chair; Audit & Finance Committee Chair

*Bloodworks is a \$172MM, 850+ employee, healthcare services organization that includes integrated blood components, services, and a medical research institute.*

**Board of Directors - Washington Society of CPAs (WSCPAs), Bellevue, WA (2008-2015)**

Chair; Vice-Chair; Secretary; Audit & Finance Committee; Governance Committee

**Governing Council – American Institute of CPAs (AICPA), New York, NY (2012-2015)****Other Board & Community Activities**

- Assistant Scoutmaster, Troop 571, Boy Scouts of America (2006-2015)
- President, Financial Executives International (FEI), Washington Chapter (2005)
- Board of Directors, FEI, Washington Chapter (2000 – 2007)
- Board of Advisors, American Etching and Manufacturing, Los Angeles, California (past)
- National Association of Corporate Directors (NACD); Finance Executives International (FEI); Washington Society of Certified Public Accountants (WSCPAs); American Institute of CPAs (AICPA)

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**EDUCATION & CERTIFICATIONS**

**MBA, Emphasis in Finance - University of California at Berkeley, Walter A. Haas School of Business, Berkeley, CA**

**B.S. Mechanical Engineering - California Polytechnic State University, San Luis Obispo, CA**

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**Certified Public Accountant** (Washington State License: 24669)  
**Chartered Global Management Accountant** (Active status)

## Greg Hough, Vice President of Customer Acquisition – Panda Mobile



Greg Hough is an experienced professional with a career spanning 40 years in advertising and telecom marketing, currently serves as the Vice President of Customer Acquisition at Panda Mobile. With a diverse background, Greg has worked closely with companies such as AT&T, SBC, Bell South Mobility, CenturyLink (CenturyTel), Whataburger, Calumet (TruFuel), Romph & Pou Agency, Budget Phone, Budget Mobile, and many more.

Throughout his career, Greg has navigated corporate boardrooms and managed sales operations with equal adeptness. His expertise extends to government-regulated businesses, where he has provided crucial testimony before State Public Utility Commissions and spearheaded regulatory compliance efforts for companies like Budget PrePay and Budget Phone. Additionally, Greg has engaged with influential stakeholders in Washington DC, appearing before several sitting FCC commissioners and staffers.

In his current role at Panda Mobile, Greg oversees daily operations and drives customer acquisition initiatives, fostering partnerships with Master Agents and vendor partners to fuel sales growth for the ACP and Lifeline division.

Prior to joining Panda Mobile, Greg held diverse leadership positions across various organizations, including Director of Media Services at Romph & Pou Agency, Chief Operations Officer at Arrow Sales Group, LLC, Vice President of Sales at Budget Mobile, Director of Marketing Communications (CenturyLink) and Director of Product Development at Budget PrePay, among others.

Greg holds a Bachelor of Science degree in Marketing from Louisiana Tech University and (5) Google Digital Media Certifications complementing his extensive professional experience and shaping him into a dynamic leader within the advertising and telecom marketing landscape.

In summary, Greg Hough is a seasoned telecom professional whose dedication and expertise continue to impact the telecommunications industry.

## **Attachment E**

### **Technical Ability**



Panda Mobile, LLC will offer wireless telecommunication services to residential and commercial customers by reselling the facilities-based wireless services of an underlying carrier, with Panda Mobile, LLC being registered as a Commercial Mobile Radio Service provider with the Louisiana Public Service Commission. As indicated by the experience of the Company's principal officers, Panda Mobile, LLC has the managerial ability to support the provision of wireless services to customers.

**Attachment F**  
**Service Description and Service Area**

Panda Mobile, LLC will offer wireless telecommunications services throughout the State of Louisiana in all areas where its underlying carrier provides service.

## **Attachment G**

### **Authority to Operate as a Telecommunications Service Provider in Other States**

Panda Mobile, LLC has registered as a wireless telecommunications service provider in Alaska, Colorado, Hawaii, Indiana, Iowa, Michigan, Montana, Nebraska, Nevada, North Dakota, South Carolina, South Dakota, Vermont, Virginia, West Virginia, and Wisconsin. No state has denied any requested authority.

# **Attachment H**

## **Illustrative Tariff**

Panda Mobile, LLC

Louisiana Tariff No. 1

Original Page No. 1

Issuing Officer: Glenn Wisegarver

Issued: 6/24/2024

Effective Date: 6/24/2024

PREPAID WIRELESS COMMUNICATION SERVICES

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LOUISIANA

PREPAID WIRELESS COMMUNICATIONS SERVICES TARIFF

OF

**PANDA MOBILE, LLC**

325 Harbour Cove Drive  
Sparks, NV 89434  
1-888-222-6056

Panda Mobile, LLC

Louisiana Tariff No. 1

Original Page No. 2

Issuing Officer: Glenn Wisegarver

Issued: 6/24/2024

Effective Date: 6/24/2024

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PREPAID WIRELESS COMMUNICATION SERVICES

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CHECK SHEET

The pages inclusive of this illustrative tariff are effective as of the date shown at the top of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the top of this sheet.

Page	Revision No.	Page	Revision No.
1	Original*	19	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*		

\* Included in this filing

Panda Mobile, LLC

Louisiana Tariff No. 1

Original Page No. 4

Issuing Officer: Glenn Wisegarver

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EXPLANATION OF SYMBOLS

C - Changed Regulation

D - Deleted or Discontinued Material

I - Change Resulting in a Rate Increase

M - Moved from Another Tariff Location

N - New Material

R - Change Resulting in a Rate Reduction

T - Change in Text But No Change to Rate or Charge

Z - Correction

PREPAID WIRELESS COMMUNICATION SERVICES

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TARIFF FORMAT

- A. **Page Numbering** – Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B. **Page Revision Numbers** – Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C. **Paragraph Numbering Sequence** – There are various levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2
  - 2.1
  - 2.1.1
  - 2.1.1.1
- D. **Check Sheets** – When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (*i.e.*, the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

Panda Mobile, LLC

Louisiana Tariff No. 1

Original Page No. 6

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PREPAID WIRELESS COMMUNICATION SERVICES

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APPLICABILITY OF TARIFF

This illustrative tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and the effective rates and charges applicable to the furnishing of telecommunications services of Panda Mobile, LLC (hereafter "Company") within the service area consisting of the Louisiana service territory. This illustrative tariff shall be governed and interpreted according to the laws of the State of Louisiana.

ACCESSIBILITY OF TARIFF

This tariff is available for viewing during normal business hours, at the Commission or the Company's principal place of business:

325 Harbour Cove Drive  
Sparks, NV 89434

Additionally, copies of this tariff are available upon request, free of charge to end-users by contacting the Company toll free at 1-888-222-6056.

PREPAID WIRELESS COMMUNICATION SERVICES

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**Section 1. TERMS AND ABBREVIATIONS**

“Access Number” is a telephone number provided to a Customer by the Company and associated with the Customer's wireless phone, enabling use of the Company's Wireless System.

“Authorized User” is any person, firm, corporation, or other entity authorized by the Customer to use the Wireless Communications Service purchased by the Customer.

“Cell Site” means transmitting and receiving antennae and associated radio and control equipment essential to the completion of a talking path between a wireless phone and a Wireless Switching Office.

“Commission” as used throughout this tariff means the Louisiana Public Service Commission.

“Customer” is the person, firm, or other legal entity which orders the prepaid wireless services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

“Company” as used throughout this tariff means Panda Mobile, LLC.

“Emergency Service Agency” (ESA) is an entity legally authorized to subscribe to the Service and which has public safety responsibility by law to respond to telephone calls from the public for emergency police, fire and other emergency services within the area designated for 911 calling. An ESA may be a municipality or other state or local governmental unit, or an authorized agent of one or more municipalities or other state or local governmental units to whom authority lawfully has been delegated.

“FCC” refers to the Federal Communications Commission.

“Optional Features” are Features that complement the underlying Service provided by the Company to which a Customer may subscribe.

“Service” means any or all service(s) provided by the Company pursuant to this illustrative tariff and the terms and conditions of service available at [www.pandamobile.com](http://www.pandamobile.com).

“Service Areas” mean geographic areas in which the Company is capable of originating and terminating wireless calls.

“Service Agreement” is the contractual arrangement, if any, between the Company and the Customer for the provision of Service.

Panda Mobile, LLC

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Original Page No. 8

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"Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

"Underlying Carrier" is the telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

"User" means the Customer and/or any Authorized User.

"Wireless Communications Service" ("Service") is a service which uses mobile radio technology to provide telecommunications services between wireless phones and conventional telephone systems or between two wireless phones. This service also is known as Commercial Mobile Radio Service or Commercial Mobile Service, as defined in 47 U.S.C. §332(d)(1).

"Wireless Switching Office" is a termination center consisting of the switching and control equipment used for switching and interconnection of Wireless Communications Service.

"Wireless System" is a telecommunications system comprised of a Wireless Switching Office, Cell Sites and dedicated interconnecting facilities used to provide Service.

PREPAID WIRELESS COMMUNICATION SERVICES

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**Section 2. RULES AND REGULATIONS**

**2.1. Undertaking of the Company**

- 2.1.1. The Company undertakes to provide intrastate Wireless Communications Service to the public in accordance with provisions of its tariff on file with this Commission and the terms and conditions available at [www.pandamobile.com](http://www.pandamobile.com). In the event of any conflict between the provisions of the terms and conditions and the provisions of this tariff, the provisions of the terms and conditions available at [www.pandamobile.com](http://www.pandamobile.com) shall control.

**2.2. Availability of Service**

- 2.2.1. Subject to the terms and conditions specified in this tariff, Service will be provided to any person, firm, corporation, partnership or other legal entity that wishes to become a Customer.
- 2.2.2. Service is available to activated Customers of the Company with compatible wireless phones when the Customer is within the range of Cell Sites located in the Company's Service Areas. Service is available twenty-four (24) hours per day, seven (7) days per week, subject to transmission, atmospheric, topographic and like conditions.
- 2.2.3. Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Service because of (a) the lack of transmission medium capacity, (b) the need to perform maintenance, modifications, upgrades, relocations or other similar activities necessary for the provision of Service, or (c) any cause beyond its control.
- 2.2.4. The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.
- 2.2.5. The use and restoration of Service in emergencies shall be governed by Federal Communications Commission rules and regulations.
- 2.2.6. The Company reserves the right to suspend, terminate or restrict furnishing Service in accordance with this tariff.

PREPAID WIRELESS COMMUNICATION SERVICES

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**Section 2.     RULES AND REGULATIONS (Cont'd)**

**2.3.     Limitation of Liability**

- 2.3.1.     Because the Company has no control of communications content transmitted over the Wireless System, and because of the possibility of errors incident to the provision and use of its Service, the Company shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- 2.3.2.     The liability of the Company for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff: and not caused by the failure or negligence of the Customer, shall in no event exceed either (a) an amount equivalent to the proportionate charges the Company would assess the Customer for the period of Service during which such mistakes, interruptions, omissions, delays, errors or defects occur, or (b) One Hundred Dollars (\$100.00), whichever is less.
- 2.3.3.     The Company is not responsible for interruptions in Service.
- 2.3.4.     The Company shall not be liable for any act or omission of any other entity furnishing to the Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall the Company be liable for any damages or losses due to the failure or negligence of the Customer or due to the failure of Customer-provided equipment or facilities. The Customer shall be liable for any damages to or loss of the Company's equipment, facilities or Service or for any injury to the Company's personnel caused by the negligence or willful act of the Customer's officers, employees, agents or contractors.
- 2.3.5.     The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request under color of the United States Government, or any other government, including state and local governments having jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of anyone or more of said governments, or of any civil or military



PREPAID WIRELESS COMMUNICATION SERVICES

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authority; and national emergencies, insurrections, riots, wars or labor difficulties.

- 2.3.6. The Company is not liable for any accident, damages or injury occasioned by the presence of, or use of, the Wireless System, the Service or a wireless phone. The Company is not liable for any damages, including usage charges, the Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes, but is not limited to, the unauthorized use or misuse of Service by the Customer's employees, third parties, or the public. The Company does not warrant or guarantee that it can prevent unauthorized use or misuse.
- 2.3.7. The Company is not liable for damages for any defacement or damage to any vehicle or other personal or real property owned or used by a Customer, Authorized User or any other individual resulting from the existence or use of a wireless phone.
- 2.3.8. The Customer and/or Authorized User shall indemnify and hold the Company harmless against: (a) claims for libel, slander or infringement of copyright arising directly or indirectly from the material transmitted over facilities provided by the Company or the use thereof; (b) claims for infringement of patents arising from combining apparatus and systems of the user with, or using them in connection with, facilities provided by the Company, and (c) all other claims arising out of any act or omission of the User in connection with Service provided by the Company. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such claims.
- 2.3.9. THE COMPANY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICE AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The Company does not authorize anyone to make a warranty of any kind on its behalf and the Customer should not rely on any such statement. The Company is not the manufacturer of the wireless phone or any other equipment and statements regarding the wireless phone or the equipment should not be interpreted as a warranty.
- 2.3.10. The Communications Assistance for Law Enforcement Act (CALEA), 47 U.S.C. Sec. 1001 et seq., obligates the Company to provide law enforcement agencies, pursuant to a valid electronic surveillance warrant, with call content and call identifying information reasonably available to the Company. The Company

PREPAID WIRELESS COMMUNICATION SERVICES

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assumes no liability for making this information available to law enforcement agencies or their authorized representatives acting under color of law.

2.4. Deposits

2.4.1. The Company does not require deposits.

2.4.2. In the event that the Company collects deposits, it will pay interest of 5% per annum for customer deposits retained for more than six months.

2.4.3. In the event that the Company collects deposits, it will not collect deposits in excess of 2.5 times the average monthly bill.

2.5. Prepayment

2.5.1. The Company, at its discretion, may require prepayment prior to its provision of Service. Charges incurred by the Customer for Service will be deducted from the amount of the prepayment on an ongoing basis as they are incurred.

2.5.2. Service may be suspended when a Customer's prepaid amount is reduced to zero. Service will resume only after prepayment of an additional amount determined by the Company.

2.5.3. Upon termination of Service, by either the Customer or the Company, any excess prepayment will be credited or refunded to the Customer. If charges for Service exceed the remaining prepayment, the Customer remains responsible for such charges and the Company may collect the amount of any underpayment.

2.6. Use of Service

2.6.1. Service is furnished to the User for any lawful purpose. Service shall not be used for any unlawful purpose, nor used in such a manner as to interfere unreasonably with the use of Service by any other Users.

PREPAID WIRELESS COMMUNICATION SERVICES

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2.6.2. The Service shall be used in a manner consistent with the terms of this tariff and the policies and regulations of the Federal Communications Commission and all state and local governmental authorities having jurisdiction over the Service.

2.6.3. The Company reserves the right to refuse Service to individuals under the age of 18 and may require proof of age prior to the initiating Service.

2.6.4. The Company may provide information regarding the Customer's use of Service to federal, state and local authorities, to the extent required by law.

2.7. Payment and Billing

2.7.1. All services are prepaid, and billing of services does not apply.

2.8. Collection Costs

2.8.1. In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.9. Taxes

2.9.1. All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

PREPAID WIRELESS COMMUNICATION SERVICES

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2.10. Returned Check Charge

- 2.10.1. A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written. In accordance with the *General Order dated January 1, 2000*, the returned check charge will be a maximum of \$20.00.

2.11. Provision of Wireless Phones

- 2.11.1. The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment or facilities. Where such equipment or facilities are used in connection with the Service furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of the Service under this tariff and to the maintenance and operation of such Service. The Company shall not be liable to the Customer if changes in any of the Company's equipment, facilities, operations or Service (a) renders obsolete any of the Customer-provided equipment or facilities; (b) requires modification of the Customer-provided equipment or facilities; or (c) otherwise affects the reception of signals by Customer-provided equipment or facilities.
- 2.11.2. The Customer or Authorized User must provide and maintain all wireless equipment and ensure that it is technically and operationally compatible with the Company's Wireless System and in compliance with applicable Federal Communications Commission rules and regulations.
- 2.11.3. The operating characteristics of the wireless phone equipment shall be such as not to interfere with the Service offered by the Company.
- 2.11.4. The purchase of a wireless phone from the Company does not compel the Company to provide the purchaser with Service. The Company provides Service under the terms and conditions of this tariff and the Service Agreement, if any, between the Company and the Customer.
- 2.11.5. Customers retain the sole responsibility for notifying the Company of a lost or stolen wireless phone. The Customer is responsible for all charges incurred to the Access Number prior to notifying the Company of the loss or theft.

2.12. Provision of E911 Service

- 2.12.1. Where facilities and operating conditions permit, 911 service may be provided by the Company. The Company, however, does not undertake to answer, forward or respond to 911 calls, but furnishes the use of its underlying carrier's

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PREPAID WIRELESS COMMUNICATION SERVICES

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facilities to route the 911 calls to the appropriate emergency services authority ("ESA") within the Service Area. The Company offers this routing service solely as a public service aid in handling assistance calls in connection with fire, police, and other emergencies and thereby does not create any relationship or obligation, direct or indirect, to any User, person, company, municipality or other entity. Further, the Company cannot guarantee the routing or completion of any 911 call, the quality of the call or any features that may be otherwise provided with 911 service. Except in the event of the Company's willful misconduct, the Customer waives any claim of, and shall indemnify, defend and hold harmless the Company from and against any loss or damage arising from errors, interruptions, defects, failures or malfunctions of 911 service or any part thereof. The Company's entire liability to any person for interruption or failure of 911 service shall be determined under and limited by the terms set forth in this section and other sections of this tariff.

- 2.12.2. The Customer agrees, except where the events, incidents or eventualities set forth in this sentence are the result of the Company's willful misconduct, to release, indemnify and hold harmless the Company from any and all losses, claims, demands, suits or other action or any liability whatsoever, whether suffered, made, instituted or asserted by the ESA, Customer or by any other party or person, for any personal injury to or death of any person or persons, or for any loss of or damage to any property, whether owned by the Customer, ESA or others. The Customer shall reimburse the Company for all costs, expenses and fees (including reasonable attorneys' fees and costs) incurred by the Company in its defense against such actions.
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PREPAID WIRELESS COMMUNICATION SERVICES

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**Section 3.     DESCRIPTION OF SERVICE**

**3.1.     Computation of Charges**

- 3.1.1.   All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2.   Timing begins when the called station is answered and two-way communication is possible, as determined by standard industry methods. Timing for each call ends when either party hangs up.

**3.2.     Customer Complaints**

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

325 Harbour Cove Drive  
Sparks, NV 89434  
1-888-222-6056

If Customer complaints cannot be resolved by the Company, the Customer may contact the Commission at the following address and phone number:

Louisiana Public Service Commission  
Galvez Building, 12<sup>TH</sup> Floor  
602 North Fifth Street  
Baton Rouge, LA 70821-9154  
(800) 256-2397

PREPAID WIRELESS COMMUNICATION SERVICES

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3.3. Basic Wireless Service

- 3.3.1. Basic Wireless Service is an offering which uses mobile radio technology to provide telecommunications services between wireless phones and conventional telephone systems or between two wireless phones.

3.4. Directory Assistance

- 3.4.1. Directory Assistance is an offering which provides Customers with access to telephone number information.

3.5. Operator Services

- 3.5.1. Operator Services is an offering which allows the Customer to select from special call handling or billing arrangements. Per minute usage rates and per call service charge will be assessed to the calling party, called party, third party, calling card or credit card based on the call type and the appropriate acknowledgment of other parties, where applicable.

3.6. Roaming

- 3.6.1. Roaming is an offering which allows users to complete calls on wireless networks other than their own carrier's. The Company does not offer roaming capabilities.

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**Section 4.     RATES**

**4.1.     Rate Plan**

**4.1.1.     \$30.00 Unlimited High Speed Data Plan**

\$30.00 per month: Includes unlimited voice minutes, unlimited text messages, and unlimited data.

Customer provides phone. A customer's phone must be a supported, compatible device that enables access to the Company underlying carrier's network. The Company will provide a list of supported, compatible devices upon request. Failure to use a supported, compatible device to access the network will result in immediate termination of Service. The Company will provide a free SIM card for use with the customer's phone.



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