

Lance J.M. Steinhart, P.C.
Attorneys At Law
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005

RECEIVED

MAY 08 2024

LA Public Service Commission

Also Admitted in New York
http://www.law.com

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

May 2, 2024

VIA OVERNIGHT DELIVERY

Executive Secretary
Louisiana Public Service Commission
602 North Fifth Street
Galvez Building, 12th Floor
Baton Rouge, Louisiana 70802
800-262-0793

Re: WHOOP MOBILE INC.

Dear Sir/Ma'am:

Enclosed please find for filing one original and five (5) copies of WHOOP MOBILE INC. Petition for Authority to Operate as a Commercial Mobile Radio Service Provider within the State of Louisiana, along with a check in the amount of \$250 for the filing fee.

Please note that Exhibit D to the application, financial statements, contain confidential and proprietary information, and Applicant hereby respectfully requests confidential treatment of such information. One copy of the financial statements is being filed herewith in a separate sealed envelope marked "CONFIDENTIAL".

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed preaddressed, postage-prepaid envelope. If you have any questions or if we may provide you with any additional information, please do not hesitate to contact us. Thank you.

Respectfully submitted,



Lance J.M. Steinhart, Esq.
Managing Attorney
Lance J.M. Steinhart, P.C.
Attorneys for WHOOP MOBILE INC.

Enclosures
cc: Eric Schouten
Sam Bailey

ROUTE TO _____ ROUTE FROM _____
DEPT. Bull DATE 5/8 DEPT. _____
DEPT. _____ DATE _____ DEPT. _____
DEPT. _____ DATE _____ DEPT. _____
DEPT. _____ DATE _____ DEPT. _____

LOUISIANA PUBLIC SERVICE COMMISSION

RECEIVED

MAY 08 2024

LA Public Service Commission

In the Matter of the Petition of)
WHOOP MOBILE INC.)
)
for Authority to Operate as a)
Commercial Mobile Radio Service)
Provider within the State of)
Louisiana)

Docket No. _____

PETITION FOR AUTHORITY TO OPERATE AS
COMMERCIAL MOBILE RADIO SERVICE PROVIDER

WHOOP MOBILE INC., (hereinafter "Whoop Mobile" or "Petitioner"), by its counsel and pursuant to Louisiana Public Service Commission ("Commission") Rules for the Provision of Intrastate Telecommunications Services, hereby petitions the Commission for Authority to Operate as a Commercial Mobile Radio Service Provider, authorizing Petitioner to resell Commercial Mobile Radio services within the State of Louisiana. In support of its Petition, Whoop Mobile provides the following information:

I.

The legal name of Petitioner is **WHOOP MOBILE INC.**

II.

The address, telephone number, and FEIN of Petitioner are as follows:

**WHOOP MOBILE INC.
390 Poinciana Drive
Melbourne, FL 32935
(813) 537-2878/Phone
99-2528650/FEIN**

III.

The name and address of Petitioner's principal corporate officers are as follows:

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Eric Schouten, CEO, is responsible for Louisiana operations. At this time, Whoop Mobile has no local office.

IV.

Petitioner is a corporation that was organized in the State of Delaware on April 1, 2024. A copy of Whoop Mobile's Certificate of Incorporation is attached hereto as **Exhibit A**. A certified copy of Whoop Mobile's Authority to Transact Business in Louisiana is attached hereto as **Exhibit B**. Petitioner has no affiliates offering and/or providing wireless telecommunications services in the State of Louisiana.

V.

The title and telephone number of the individual who is to serve as a liaison with the Commission is:

Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005
770-232-9200 (Phone)
770-232-9208 (Fax)
info@telecomcounsel.com (E-Mail)

VI.

A copy of Petitioner's intrastate Tariff including the terms of service and current rates is attached hereto as **Exhibit C**.

VII.

Petitioner is financially able to provide the services proposed in its tariff as evidenced by its balance sheet marked and filed as “Confidential”, a copy of which is attached hereto, in a separately sealed envelope, as **Exhibit D**.

VIII.

Whoop Mobile will resell prepaid wireless telecommunications services through the facilities of major US carriers, such as Sprint and Verizon. Upon approval, Whoop Mobile intends to provide wireless services, including mobile phone service and ancillary service features, such as call waiting and Caller ID. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of Louisiana.

IX.

Petitioner possesses the experience to support the services to be offered as set forth in the resume of its key management personnel, which are attached hereto as **Exhibit E**.

X.

Petitioner is also in the process of applying for authority to operate as a Commercial Mobile Radio Service provider (“CMRS”) in all 50 states, as well as Puerto Rico and the District of Columbia. Petitioner is currently authorized to provide CMRS services Colorado and Michigan. No state has denied any requested authority.

XI.

Petitioner's Registered Agent for service of process is:

- Incorp Services, Inc.
3867 Plaza Tower Drive, First Floor
Baton Rouge, LA 70816

XII.

Petitioner's Contact responsible for filing annual reports is:

Eric Schouten
390 Poinciana Drive
Melbourne, FL 32935
support@whoopmobile.com
(813) 537-2878/Phone

XIII.

Petitioner's Contact for the purpose of forwarding customer complaints received by the Commission:

Eric Schouten
390 Poinciana Drive
Melbourne, FL 32935
support@whoopmobile.com
(813) 537-2878/Phone

XIV.

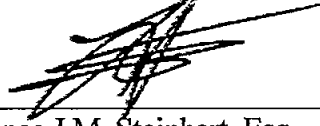
Whoop Mobile submits the following arguments to demonstrate that the public interest will be served by the approval of this Petition:

Grant of this Petition will further the public interest by expanding the availability of competitive telecommunications services in the State. In addition, intrastate offering of these services is in the public interest because the services will provide customers with access to new technologies and service choices and can permit customers to achieve increased efficiencies and cost savings. Petitioner's entry into the intrastate wireless telecommunications services market thereby will enhance the telecommunications infrastructure in the State and will facilitate economic development.

In particular, the public will benefit directly, through the use of the competitive services to be offered by Petitioner's, and indirectly, because the presence of Petitioner in this market will increase the incentives for other wireless providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

WHEREFORE, Petitioner requests that this Commission grant its Petition for Authority to Operate as a Reseller of Commercial Mobile Radio Services within the State of Louisiana.

Respectfully Submitted:




Lance J.M. Steinhart, Esq.
Lance J.M. Steinhart, P.C.
1725 Windward Concourse
Suite 150
Alpharetta, Georgia 30005
Telephone: (770) 232-9200
Facsimile: (770) 232-9208
E-Mail: info@telecomcounsel.com

Counsel for WHOOP MOBILE INC.

VERIFICATION

I, Sam Bailey, CCO, do verify, on behalf of the Petitioner, that the corporation will comply with and abide by the Commission guidelines and requirements presently in effect or otherwise adopted in the future.

X 

Sam Bailey
CCO

LIST OF EXHIBITS

EXHIBIT A – CERTIFICATE OF INCORPORATION

EXHIBIT B – CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF LOUISIANA

EXHIBIT C -- PROPOSED INITIAL TARIFF

EXHIBIT D -- FINANCIAL STATEMENTS

EXHIBIT E -- MANAGEMENT EXPERIENCE

EXHIBIT A – CERTIFICATE OF INCORPORATION

See Attached

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "WHOOB MOBILE INC.", FILED IN THIS OFFICE ON THE FIRST DAY OF APRIL, A.D. 2024, AT 12:01 O`CLOCK P.M.



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

3360808 8100
SR# 20241589322

Authentication: 203313459
Date: 04-23-24

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

CERTIFICATE OF INCORPORATION
OF

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:01 PM 04/01/2024
FILED 12:01 PM 04/01/2024
SR 20241245412 - File Number 3360808

WHOOP MOBILE INC.

FIRST: The name of the corporation is Whoop Mobile Inc. (the "Corporation").

SECOND: The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

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

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) shares of Common Stock, par value \$1.00 per share.

FIFTH: The name and mailing address of the incorporator are as follows:

Eric D. Kuhn
Becker, Glynni, Muffly, Chassin & Hosinski LLP
299 Park Avenue
New York, New York 10171

SIXTH: The Corporation shall, to the full extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as amended from time to time, indemnify all persons whom it may indemnify pursuant thereto.

SEVENTH: The following provisions are for the management of the business and for the conduct of the affairs of the Corporation and for the further creation, definition,

limitation and regulation of the powers of the Corporation and of its directors and stockholders:

The number of directors of the Corporation shall be fixed by, or in the manner provided in, the by-laws of the Corporation. The election of the directors need not be by written ballot unless the by-laws so provide.

The directors of the Corporation may from time to time adopt, amend or repeal any of the by-laws of the Corporation, including by-laws adopted by the stockholders, but the stockholders may from time to time specify provisions of the by-laws that may not be amended or repealed by the directors.

The directors of the Corporation shall have the power without the assent or vote of the stockholders to authorize and to cause to be executed and delivered on behalf of the Corporation mortgages and liens upon all or any part of the property of the Corporation.

Meetings of stockholders may be held within or without the State of Delaware, as the by-laws may provide.

In addition to the powers and authorities hereinbefore or by law expressly conferred upon them, the directors of the Corporation are hereby empowered to exercise all such powers and to do all such acts and things as may be exercised or done by the Corporation, subject to the provisions of the General Corporation Law of the State of Delaware, of this Certificate of Incorporation, and to any by-laws of the Corporation; provided, however, that no by-law whether adopted by the stockholders or by the directors of the Corporation shall invalidate any prior act of the directors which would have been valid if such by-law had not been adopted.

EIGHTH: A director of this Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability:

- (i) for any breach of the director's duty of loyalty to the corporation or its stockholders,
- (ii) for acts or omissions not in good faith, or which involve intentional misconduct or a knowing violation of law,

- (iii) under Section 174 of the Delaware General Corporation Law, or
- (iv) for any transaction from which the director derived an improper personal benefit.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation in the manner now or hereafter prescribed by law, and all rights and powers conferred hereby on stockholders, directors and officers of the Corporation are subject to this reservation.

IN WITNESS WHEREOF, the undersigned incorporator hereby formally acknowledges that this is his act and deed and the facts stated herein are true, and accordingly has set his hand this 1st day of April, 2024.

Eric D. Kuhn

Eric D. Kuhn
Incorporator

EXHIBIT B – CERTIFICATE OF AUTHORITY ISSUED BY THE STATE OF LOUISIANA

See Attached

Nancy Landry
SECRETARY OF STATE

State of Louisiana
Secretary of State



COMMERCIAL DIVISION
225.925.4704

04/25/2024

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

ONLINE FILING
info@telecomcounsel.com

WHOOOP MOBILE INC.

It has been a pleasure to approve and place on file your application for certificate of authority. The appropriate evidence is attached for your files.

Payment of the filing fee is acknowledged by this letter.

The passage of Act 944 of the 1991 Regular Session of the Louisiana Legislature requires all for-profit corporations to file a Disclosure of Ownership Affidavit with the Secretary of State's office before contracting with state government. Non-profit corporations, and for-profit corporations whose stock is publicly traded are exempt.

Forms may be obtained by contacting this office at the above telephone number, by writing to the below address, or from our web site. A stamped copy of this form will be returned to you and must then be forwarded to the appropriate state agency.

Please note that as of January 1, 2018, business owners in the following parishes will be required to file all available business documents online through **geauxBIZ**: Ascension, Bossier, Caddo, Calcasieu, East Baton Rouge, Jefferson, Lafayette, Livingston, Orleans, Ouachita, Rapides, St. Tammany, Tangipahoa and Terrebonne.

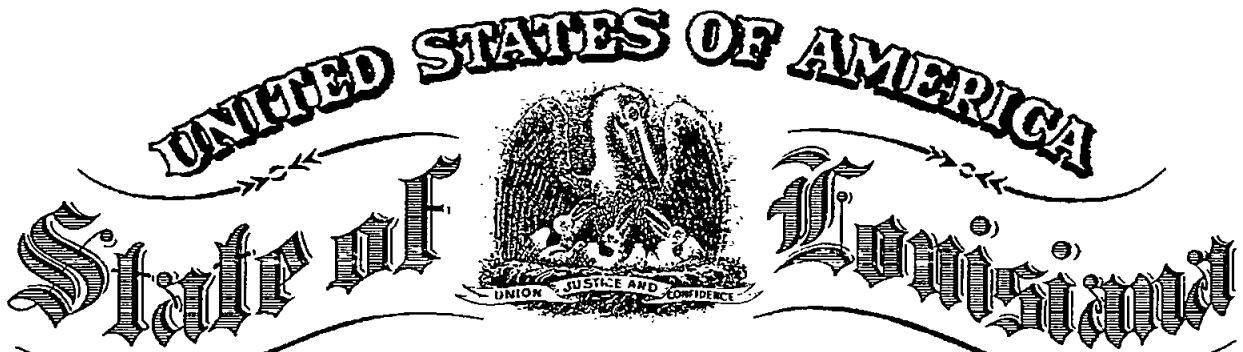
In addition to email and text notifications, business owners now have the option to enroll in our secured business filings (SBF) service. This service is available online, at no charge, by filing a notarized affidavit. Upon enrollment, an amendment cannot be made to your entity without approval using your personal identification number. This is another way to protect your business from fraud and identity theft.

Online filing options are available if changes are necessary to your registration or if you need to file an annual report. Please visit our website at **GeauxBiz.com** for your future business needs.

Sincerely,

The Commercial Division

WEB



Nancy Landry
SECRETARY OF STATE

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

the Application Form for Certificate of Authority of

WHOOB MOBILE INC.

Domiciled at WILMINGTON, DELAWARE,

Was filed and recorded in this Office on April 25, 2024.

Thus authorizing the corporation to exercise the same powers, rights and privileges accorded similar domestic corporations, subject to the provisions of R. S. 1950, Title 12, Chapter 3, and other applicable laws.

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,

April 25, 2024

Nancy Landry

Secretary of State

WEB 45916098F



Certificate ID: 11876195#3N83

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

Nancy Landry
SECRETARY OF STATE

State of Louisiana
Secretary of State



April 25, 2024

COMMERCIAL DIVISION
225.925.4704

Administrative Services
225.932.5317 Fax
Corporations
225.932.5314 Fax
Uniform Commercial Code
225.932.5318 Fax

The attached document of WHOOP MOBILE INC. was received and filed on April 25, 2024.

WEB 45916098F

**APPLICATION FOR AUTHORITY
TO TRANSACT BUSINESS IN LOUISIANA**

(R.S. 12:304)

This Company is For:
BUSINESS

Corporation Name:
WHOOB MOBILE INC.

Previous Name:

Principal office address in state or country of incorporation/organization:
919 N MARKET ST STE 950
WILMINGTON, DE, 19801

Principal business office address:
390 POINCIANA DRIVE
MELBOURNE, FL, 32935

Principal business establishment in Louisiana:
3867 PLAZA TOWER DRIVE FL 1ST
BATON ROUGE, LA, 70816

Registered office address in Louisiana:
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA, 70816

Mailing Address:
3867 PLAZA TOWER DRIVE FL 1ST
BATON ROUGE, LA, 70816

Registered agent's name and address in Louisiana:
INCorp SERVICES, INC.
3867 PLAZA TOWER DR., 1ST FLOOR
BATON ROUGE, LA, 70816

Nature of Business to be transacted in Louisiana (optional):

Names and addresses of directors and officers:
ERIC SCHOUTEN (PRESIDENT, DIRECTOR)
390 POINCIANA DRIVE
MELBOURNE, FL, 32935

The filing of a false public record, with the knowledge of its falsity, is a crime, subjecting the filer to fine or imprisonment or both under R.S. 14:133.

BY TYPING MY NAME BELOW, I HEREBY CERTIFY THAT I AM AN OFFICER
ELECTRONIC SIGNATURE: ERIC SCHOUTEN (4/23/2024)
TITLE: PRESIDENT

Delaware

The First State

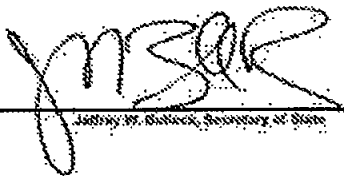
Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WHOOB MOBILE INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF APRIL, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WHOOB MOBILE INC." WAS INCORPORATED ON THE FIRST DAY OF APRIL, A.D. 2024.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL FRANCHISE TAXES HAVE BEEN ASSESSED TO DATE.




Jeffrey W. Bullock, Secretary of State

3360808 8300

SR# 20241442678

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

Authentication: 203248077

Date: 04-15-24

SECRETARY OF STATE



Agent Affidavit and Acknowledgement of Acceptance

Charter Number: 45916098F

Charter Name: WHOOP MOBILE INC.

The agent / agents listed below accept the appointment of registered agent for and on behalf of the Charter Name above.

Date Responded	Agent(s)	Agent(s) Electronic Signature
04/25/2024	INCORP SERVICES, INC.	MELANIE GALERO ON BEHALF OF INCORP SERVICES, INC.

EXHIBIT C -- PROPOSED INITIAL TARIFF

See Attached

PREPAID WIRELESS COMMUNICATION SERVICES

TITLE SHEET

LOUISIANA PREPAID WIRELESS TELECOMMUNICATIONS SERVICE TARIFF

This tariff contains the descriptions, regulations WHOOP MOBILE INC., with principal offices at 390 Poinciana Drive, Melbourne, Florida 32935. This tariff is governed and interpreted according to the laws of Louisiana.

**Issued:
Issued By:**

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

APPLICATION OF TARIFF

This Tariff sets forth the Service offerings, terms and conditions applicable to the furnishing of Prepaid Wireless Communications Service by WHOOP MOBILE INC. (hereinafter referred to as the "Company"), as authorized by the Louisiana Public Service Commission.

The Company's agent for the service of process is:

Incorp Services, Inc.
3867 Plaza Tower Drive, 1st Floor
Baton Rouge, LA 70816

**Issued:
Issued By:**

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom 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 bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

* New or Revised Sheet

Issued:
Issued By:

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

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Issued:
Issued By:

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(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 sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

Issued:
Issued By:

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change in Text or Regulation But No Change In Rate or Charge

**Issued:
Issued By:**

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Number - 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 - Any person, firm, corporation, or other entity authorized by the Customer to use the Wireless Communications Service purchased by the Customer.

Cell Site - 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 - Used throughout this tariff to mean the Louisiana Public Service Commission.

Customer - 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 - Used throughout this tariff to mean WHOOP MOBILE INC.

Emergency Service Agency (ESA) - 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.

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

Service - Any or all service(s) provided by the Company pursuant to this tariff.

Service Areas - Geographic areas in which the Company is capable of originating and terminating wireless calls.

Service Agreement - The contractual arrangement, if any, between the Company and the Customer for the provision of Service.

Issued:

Issued By:

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

Telecommunications - 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 - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

User - Customer and/or any Authorized User.

Wireless Communications Service ("Service") - 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 ("CMRS") or Commercial Mobile Service ("CMS"), as defined in 47 U.S.C. §332(d)(1).

Wireless Switching Office - A termination center consisting of the switching and control equipment used for switching and interconnection of Wireless Communications Service.

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

Issued:
Issued By:

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

SECTION 2 - TERMS AND CONDITIONS**2.1 Undertaking of the Company**

The Company undertakes to provide intrastate Wireless Communications Service to the public in accordance with terms and conditions of its tariff on file with this Commission and any Service Agreement executed by the Customer. In the event of any conflict between the provisions of such agreement and the provisions of this tariff, the provisions of this tariff shall control to the extent required by law.

2.2 Availability of Service

- A. 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.
- B. 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.
- C. 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.
- D. The Company reserves the right to arrange for Service to be furnished through the facilities of another entity when necessary.
- E. The use and restoration of Service in emergencies shall be governed by Federal Communications Commission rules and regulations.
- F. The Company reserves the right to suspend, terminate or restrict furnishing Service in accordance with Section J of this tariff.

Issued:
Issued By:

Eric Schouten, CEO
390 Poinciana Drive
Melbourne, FL 32935

Effective:

PREPAID WIRELESS COMMUNICATION SERVICES

2.3 Limitation of Liability

- A. 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.
- B. 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.
- C. The Company is not responsible for interruptions in Service.
- D. 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.
- E. 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 authority; and national emergencies, insurrections, riots, wars or labor difficulties.

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2.3 Limitation of Liability (Continued)

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Communications Assistance for Law Enforcement Act, 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 assumes no liability for making this information available to law enforcement agencies or their authorized representatives acting under color of law.

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2.4 Deposits

The Company does not require deposits.

2.5 Prepayment

- A. 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.
- B. 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.
- C. 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

- A. 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.
- B. 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.
- C. 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.
- D. 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

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

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2.8 Collection Costs

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

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, with the exception of the Plans in Section 5.2 and 5.3 below.

2.10 Returned Check Charge

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 *General Order dated January 1, 2000*, the returned check charge will be a maximum of \$20.00.

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2.11 Provision of Wireless Phones

- A. 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.
- B. 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.
- C. The operating characteristics of the wireless phone equipment shall be such as not to interfere with the Service offered by the Company.
- D. 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.
- E. 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.

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2.12 **Provision of E911 Service**

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 facilities to route the 911 calls to the appropriate 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. 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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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:

WHOOB MOBILE INC.
390 Poinciana Drive
Melbourne, FL 32935
(813) 537-2878

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, 12th Floor
602 North Fifth Street
Baton Rouge, LA 70821-9154
(800) 256-2397

3.3 Basic Wireless Service

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

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

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3.5 Operator Services

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

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 Plans

- A. \$9.99 monthly – talk, SMS text, GPS location services
- B. \$19.99 monthly – Plan A, plus MMS texting
- C. \$24.99 monthly – Plans A & B, plus use of apps, web browser, data.

Monthly charges exclude taxes, Company Surcharges [incl. USF charge of up to 14.9% (varies quarterly), Administrative Charge (up to \$1.99/line/mo.), Regulatory Charge (\$0.40/line/mo.) & state/local fees by area]. Company Surcharges are not taxes or gov't-required charges and are subject to change. Equipment prices not included.

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EXHIBIT D -- FINANCIAL STATEMENTS

Filed under separate cover as "Confidential"

EXHIBIT E -- MANAGEMENT EXPERIENCE

See Attached Resumes

Eric Schouten
401 Surf Road
Melbourne Beach
+1-469-664-1087
eric@bymymail.com

Eric, a Dutch national of 51 years, a customer-oriented, versatile and reliable professional with over ten years of experience. I can handle a wide range of projects while working under pressure in fast-paced, challenging environments. Flexible, positive and open minded team player who also works well independently. Strong interpersonal skills used effectively to manage relationships between internal and external customers alike, from Sales and Account Management, to product presentations and support. Proven ability to implement effective strategies for achieving high customer satisfaction by ensuring that the client gets exactly what they came for.



PROFESSIONAL EXPERIENCE:

Whoop Mobile

President/CEO, April 2024 - Present

Responsible for all major corporate decisions at Whoop Mobile.

Managing and directing the company toward its primary goals and objectives. Oversee employment decisions at the executive level of the company. Leads the team of executives to consider major decisions including acquisitions, mergers, joint ventures, or large-scale expansion.

Whoop Connect Inc.

President/CEO, June 2022 – Present

Responsible for all business developments at Whoop Connect Inc.

Managing and directing the company toward its primary goals and objectives. Oversee employment decisions at the executive level of the company. Leads the team of executives to consider major decisions including acquisitions, mergers, joint ventures, or large-scale expansion.

Whoop USA Inc.

President/CEO, November 2015 – Present

Responsible for all business developments at Whoop USA Inc.

Responsible for providing strategic, financial and operational leadership for the company and closely coordinate and work with the Board of Directors and senior leadership team.

Whoop International BV

CEO, November 2015 – Present

Responsible for all business developments at Whoop International BV and its affiliated companies.

Provide strategic input and leadership on decision-making issues affecting the organization, specifically evaluating potential mergers, acquisitions, or partnerships.

Ambiance Technology BV

CEO, June 2004 – November 2015

Responsible for all business developments at Ambiance Technology BV

Analyze the effects of long-term growth initiatives, planning, new strategies, and regulatory actions.

Hiteker Europe BV

CEO, January 1999 – June 2004

Responsible for all business developments at Hiteker Europe BV

Mentor and interact with staff members at all levels to foster growth and encourage development among the senior executive team and all staff members.

EDUCATION:

a M.Sc. in Management and Technology from the University of Applied Science of Amsterdam, The Netherlands.

REVENUE - RECEIPTS CLASSIFICATION - REV 7/22

CURRENT YEAR 2024

PRIOR YEAR 2023

UTILITIES & MISCELLANEOUS

<u>G/L ACCOUNT</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>BUS AREA</u>	<u>FUND</u>	<u>COST CENTER</u>
4520010 - 1700	FEES - Citations	\$	158	Y03..Y0300	1582000000
4520011 - 1705	LATE FILING FEE (Annual Rpt)	\$	158	Y03..Y0300	1582000000
4520012 - 1710	FINES/PENALTIES-Illegal Operations	\$	158	Y03..Y0300	1582000000
4550021 - 1640	FEES-RATE APPLICATION-Increase	\$	158	Y03..Y0300	1582000000
4550027 - 1670	FEES-RATE APPLICATION-Utilities	\$	158	Y03..Y0300	1582000000
4550028 - 1675	FEES-REHEARING APPLICATION	\$	158	Y03..Y0300	1582000000
4710071 - 1690	FAX FILING FEE	\$ 250.00	158	Y03..Y0300	1582000000
4650010 - 1785	CERTIFICATION FEE	\$	158	Y03..Y0300	1582000000
4650010 - 1785	GENERAL COPYING (Cert/Permits Util)	\$	158	Y03..Y0300	1582000000
4650010 - 1785	GENERAL COPYING - CD / TRANSCRIPTS	\$	158	Y03..Y0300	1582000000
4650010 - 1785	OTHER:	\$	158	Y03..Y0300	1582000000

PAYER/CHECK INFORMATION: Lance JM Steinhart KA Whoo Mobile
 \$250.00 ✓ #5502 CMRS Filing fee

Prepared BY: J. P. Mulligan

Date 5/8/24