

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

**RECEIVED**

**APR 16 2024**

LA Public Service Commission

Also Admitted in New York  
Email: [info@telecomcounsel.com](mailto:info@telecomcounsel.com)

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

April 12, 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: POWER MOBILE LLC

Dear Sir/Ma'am:

Enclosed please find for filing one original and five (5) copies of POWER MOBILE LLC's 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 POWER MOBILE LLC*

Enclosures

ROUTE TO  
DEPT. Bull DATE 4/16 ROUTE FROM  
DEPT. \_\_\_\_\_ DATE \_\_\_\_\_ DEPT. \_\_\_\_\_  
DEPT. \_\_\_\_\_ DATE \_\_\_\_\_ DEPT. \_\_\_\_\_  
DEPT. \_\_\_\_\_ DATE \_\_\_\_\_ DEPT. \_\_\_\_\_  
DEPT. \_\_\_\_\_ DATE \_\_\_\_\_ DEPT. \_\_\_\_\_

F24-72901

RECEIVED

APR 16 2024

LOUISIANA PUBLIC SERVICE COMMISSION

In the Matter of the Petition of  
POWER MOBILE LLC

for Authority to Operate as a  
Commercial Mobile Radio Service  
Provider within the State of  
Louisiana

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LA Public Service Commission

Docket No. \_\_\_\_\_

**PETITION FOR AUTHORITY TO OPERATE AS  
COMMERCIAL MOBILE RADIO SERVICE PROVIDER**

POWER MOBILE LLC, (hereinafter "Power 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, Power Mobile provides the following information:

I.

The legal name of Petitioner is **POWER MOBILE LLC**.

II.

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

**POWER MOBILE LLC  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570  
(212) 445-7503/Phone  
93-4333785**

III.

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

Mark Marmurstein, Member

265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570

Mark Marmurstein, Member, is responsible for Louisiana operations. At this time, Petitioner has no local office.

IV.

Petitioner is a Power Mobile that was organized in the State of Delaware on November 6, 2023. A copy of Petitioner's Certificate of Formation is attached hereto as **Exhibit A**. A certified copy of Petitioner'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.

Power Mobile will resell prepaid wireless telecommunications services through the facilities of major US carriers, such as Sprint and Verizon. Upon approval, Power 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 resumes 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 in Colorado, Iowa, Kentucky, Montana, North Dakota, South Carolina, South Dakota, and West Virginia. 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:

Mark Marmurstein, Member  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570  
[mark@powermobile.com](mailto:mark@powermobile.com)  
(212) 445-7503/Phone

XIII.

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

Mark Marmurstein, Member  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570  
[mark@powermobile.com](mailto:mark@powermobile.com)  
(212) 445-7503/Phone

#### XIV.

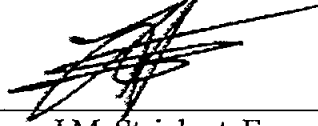
Power Mobile submits the following arguments to demonstrate that the public interest will be served by the approval of this Petition:

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:




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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](mailto:info@telecomcounsel.com)

*Counsel for POWER MOBILE LLC*

**VERIFICATION**

I, Mark Marmurstein, Member, 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   
\_\_\_\_\_  
Mark Marmurstein  
Member



## **LIST OF EXHIBITS**

**EXHIBIT A – CERTIFICATE OF FORMATION**

**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 FORMATION**

See Attached

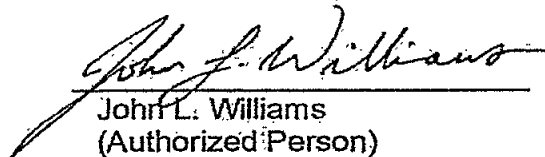
State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 04:36 PM 11/06/2023  
FILED 04:36 PM 11/06/2023  
SR 20233908121 -- File Number 2591782

CERTIFICATE OF FORMATION  
OF  
Power Mobile LLC

The undersigned, being an authorized person for purposes of executing this Certificate of Formation on behalf of Power Mobile LLC, a Delaware Limited Liability Company (the "L.L.C."), desiring to comply with the requirements of 6 Del.C. Section 18-201 and the other provisions of the Delaware Limited Liability Company Act, 6 Del.C. Section 18-101, et seq. (the "Act"), hereby certifies as follows:

1. Name of the L.L.C. - The name of the L.L.C. is: Power Mobile LLC.
2. Registered Office and Registered Agent of the L.L.C. - The name of the registered agent for service of process on the L.L.C. in the State of Delaware is Agents and Corporations, Inc. The address of the registered agent of the L.L.C. and the address of the registered office of the L.L.C. in the State of Delaware is 1201 Orange Street, Suite 600, Wilmington, DE 19801.
3. Date of Formation and Effective Date - The date of formation and the effective date of the L.L.C. shall be the date of filing of this Certificate of Formation with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned hereby executes this Certificate of Formation in accordance with the provisions of 6 Del.C. Section 18-201 on November 6, 2023.

  
John L. Williams  
(Authorized Person)

# 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 FORMATION OF "POWER MOBILE LLC",  
FILED IN THIS OFFICE ON THE SIXTH DAY OF NOVEMBER, A.D. 2023,  
AT 4:36 O`CLOCK P.M.



2591782 8100  
SR# 20234249191

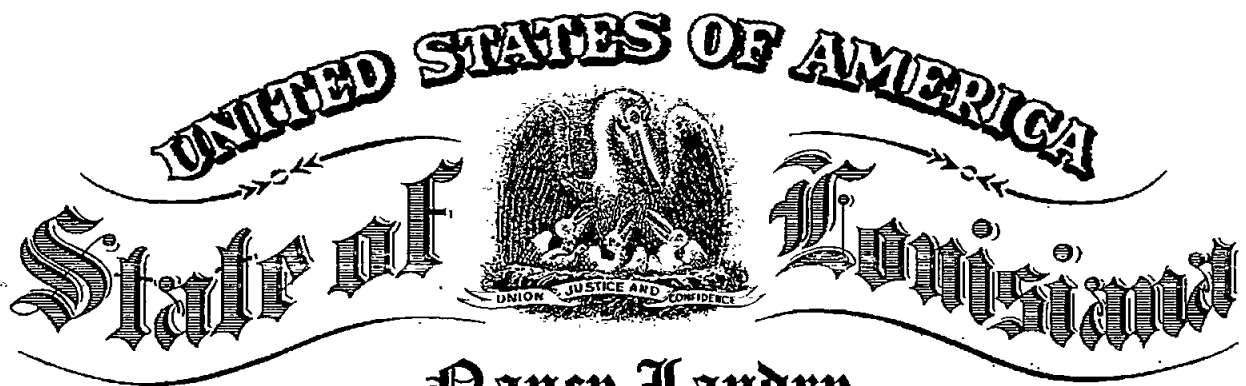
You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

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

Authentication: 204837100  
Date: 12-18-23

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

See Attached



**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

**POWER MOBILE LLC**

Domjiled at WILMINGTON, DELAWARE,

Was filed and recorded in this Office on January 09, 2024.

Thus authorizing the limited liability company to exercise the same rights and privileges accorded similar domestic limited liability companies, subject to the provisions of R. S. Title 12, Chapter 22, Part VIII.

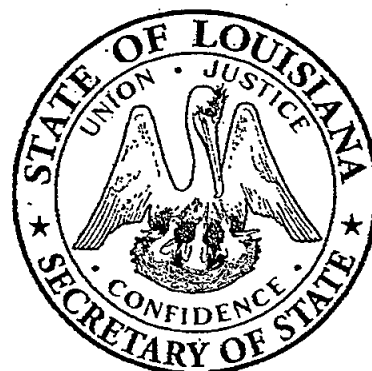
In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

January 9, 2024

*Nancy Landry*

*Secretary of State*

WEB 45747559Q



Certificate ID: 11828250#TXM73

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)

**EXHIBIT C -- PROPOSED INITIAL TARIFF**

See Attached

**PREPAID WIRELESS COMMUNICATION SERVICES**

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**TITLE SHEET**

**LOUISIANA PREPAID WIRELESS TELECOMMUNICATIONS SERVICE TARIFF**

**This tariff contains the descriptions, regulations, and rates applicable to the furnishing of Prepaid Wireless service by POWER MOBILE LLC, with principal offices at 265 Sunrise Highway, Suite 148, Rockville Centre, NY 11570. This tariff is governed and interpreted according to the laws of Louisiana.**

**Issued:  
Issued By:**

**Mark Marmurstein, Member  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570**

**Effective:**



**PREPAID WIRELESS COMMUNICATION SERVICES**

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**APPLICATION OF TARIFF**

This Tariff sets forth the Service offerings, terms and conditions applicable to the furnishing of Prepaid Wireless Communications Service by POWER MOBILE LLC (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:**

Mark Marmurstein, Member  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570

**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:**

Mark Marmurstein, Member  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570

**Effective:**

## PREPAID WIRELESS COMMUNICATION SERVICES

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Rockville Centre, NY 11570**Effective:**

**PREPAID WIRELESS COMMUNICATION SERVICES**

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**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.

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Rockville Centre, NY 11570

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**PREPAID WIRELESS COMMUNICATION SERVICES**

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**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

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**PREPAID WIRELESS COMMUNICATION SERVICES**

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**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 POWER MOBILE LLC

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.

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Rockville Centre, NY 11570

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**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.

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Rockville Centre, NY 11570

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**PREPAID WIRELESS COMMUNICATION SERVICES**

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**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:**

Mark Marmurstein, Member  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570

**Effective:**



**PREPAID WIRELESS COMMUNICATION SERVICES**

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**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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**PREPAID WIRELESS COMMUNICATION SERVICES**

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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.

**Issued:****Issued By:**

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Rockville Centre, NY 11570

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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.

**Issued:**

**Issued By:**

Mark Marmurstein, Member  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570

**Effective:**

**PREPAID WIRELESS COMMUNICATION SERVICES**

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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:

POWER MOBILE LLC  
265 Sunrise Highway, Suite 148  
Rockville Centre, NY 11570

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

**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

Merle Girmun  
Member  
Power Mobile, LLC

**History**

Merle Girmun was involved with starting some of earliest online jewelry and watch companies in the early 2000's in addition to running back office operations of brick and mortar stores. Merle's expertise is in marketing and engaging customers with a value-added experience. Merle is also active in the tourism industry in Florida and has a deep understanding of the various markets and demographics through central to south Florida.

**Present**

Currently Merle is a managing member of Tikvagen Associates and overseas Power Mobiles backend operations for mobile network enablers and aggregators as well as overseeing staff conducting research and analysis.

HERMAN SHTERN  
530 Clubhouse Road  
Woodmere, NY 11598

**Educational Background**

I attended New York University, Stern School of Business from which I received a Bachelor's Degree in Finance in 1991. In 1994, I received a Juris Doctor Degree from New York University School of Law.

**Work Experience**

From 1994 to 2001, I was employed as an attorney in the Corporate Department of Katten Muchin Rosenman (then known as Rosenman & Colin LLP). Thereafter, I founded Taron Partners LLC which was engaged in the business of originating and servicing private loans. For more than the past 15 years, I have invested in a variety of private companies involved in the Healthcare, Real Estate and Consumer Goods sectors.

Mark Marmurstein  
CEO/COO  
Power Mobile, LLC

**History**

Mark Marmurstein owns and operate transportation business Go Airlink which has a contract with the Port Authority of NY & NJ to service 3 airports and Manhattan

We have held this contract since 2006 and have transported thousands of passengers each year  
Board member

NYC&CO

Go Airport Shuttle

CitySightseeing Worldwide

Power Mobile, LLC. Mark oversees overall operational aspects of Power Mobile, LLC.

Michael Treff  
2023  
Biography and History

## **History:**

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Michael Treff owned and operated numerous Skilled Nursing Homes. He was involved in the management and operations of Healthcare facilities for over fifteen years. He was the Executive and Manager for Mima Healthcare going back to 2007.

As an Operator Michael was deeply dedicated to the quality care the residents receive.

In Early 2021; Michael went to contract to sell the remaining portfolio of facilities. Currently, Michael is still involved in one of the older Property entities and has added some newer Properties that lease out the operations. In addition to being involved in multiple start-up companies.

## **Licenses:**

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Nursing Home License – 2009 (LNHA)

## **Specialties:**

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Huntington Disease Unit  
Behavioral Unit  
Long Term Care Unit  
Sub-Acute Rehabilitation Unit  
Dementia/Alzheimer's Unit

\$250.00 ✓ #5480 J.P.

# REVENUE - RECEIPTS CLASSIFICATION - REV 7/22

CURRENT YEAR 2024

PRIOR YEAR 2023

## UTILITIES & MISCELLANEOUS

G/L ACCOUNT	DESCRIPTION	AMOUNT	BUS AREA	FUND	COST CENTER
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	\$	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:

Power Mobile LLC  
Lance J.M. Steinhart ✓ #5480

\$250.00

Prepared BY:

J. Phillips

Date

7/16/2024