RECEIVED
SEP 19 2016
S.C. SUPREME COURT

THE STATE OF SOUTH CAROLINA
In the Supreme Court

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Edward W. Miller, Circuit Court Judge

Unpublished Opinion No. 2016-UP-247 (S.C. Ct. App. filed June 1, 2016)

Pankaj Patel, individually and derivatively on behalf of Nominal Defendant, VP Enterprises, Inc., ... Petitioner,

v.

Krish Patel, Vijay Patel, and P Communications, Inc., ... Respondents.

APPENDIX TO PETITION FOR WRIT OF CERTIORARI

VOLUME II

James R. Gilreath
William M. Hogan
THE GILREATH LAW FIRM, P.A.
110 Lavinia Avenue (zip 29601)
P. O. Box 2147
Greenville, SC 29602

Monty D. Desai
Nihar Patel
J. Matthew Whitehead
THE CAROLINA LAW GROUP, LLC
910 E. Washington Street (zip 20601)
P.O. Box 5192
Greenville, SC 29606

ATTORNEYS FOR PETITIONER

Thomas L. Stephenson
STEPHENSON & MURPHY, LLC
207 Whitsett Street
Greenville SC 29601

Andrew A. Mathias
Kirsten E. Small
NEXSEN PRUET, LLC
55 Camperdown Way, St. 400 (zip 29601)
Post Office Drawer 10648
Greenville, SC 29603

ATTORNEYS FOR RESPONDENTS

APPENDIX INDEX

Record on Appeal, Volume 1 of 3 1

Record on Appeal, Volume 2 of 3 483

Record on Appeal, Volume 3 of 3 1061

Appendix to the Record on Appeal 1568

Final Brief of Appellant 1618

Final Brief of Respondents 1676

Final Reply Brief of Appellant 1728

Opinion of the South Carolina Court of Appeals 1758

Petitioner's Petition for Rehearing 1761

Court of Appeals Order Denying Petition for Rehearing 1780

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED
OCT 16 2015
SC Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

The Honorable Edward W. Miller, Circuit Court Judge

Trial Court Case No.: 2011-CP-23-07338
Appellate Case No. 2015-000162

Pankaj Patel, individually and derivatively on behalf of Nominal Defendant, VP Enterprises, Inc., ...Appellant,

v.

Krish Patel, Vijay Patel, and P Communications, Inc., ...Respondents.

RECORD ON APPEAL
Volume 2 of 3

James R. Gilreath
William M. Hogan
THE GILREATH LAW FIRM, P.A.
110 Lavinia Avenue (zip 29601)
P. O. Box 2147
Greenville, SC 29602

Monty D. Desai
Nihar Patel
J. Matthew Whitehead
THE CAROLINA LAW GROUP, LLC
910 E. Washington Street (zip 20601)
P.O. Box 5192
Greenville, SC 29606

ATTORNEYS FOR APPELLANT

Thomas L. Stephenson
STEPHENSON & MURPHY, LLC
207 Whitsett Street
Greenville SC 29601

Andrew A. Mathias
Kirsten E. Small
NEXSEN PRUET, LLC
55 Camperdown Way, St. 400 (zip 29601)
Post Office Drawer 10648
Greenville, SC 29603

ATTORNEYS FOR RESPONDENTS

A. Yes.
Q. Okay. I ---
A. And these documents ---
Q. But that's not a corporate record.
A. And these documents were exhibits to that signed document and, therefore, authenticate the information.
Q. All right. Let me get off of that. The -- and you heard what Professor Freeman said, and I believe he made use of the word, I don't want to misquote him, about Vijay's testimony about the relationship between him and Krish in VP. And I think he said something akin to a defacto stockholder. And is it -- you don't agree with that, I take it?
A. I -- well, no. I mean, the -- as far as who is the legal shareholder, it is Vijay. And ---
Q. Well, Vijay hadn't got a stock certificate. None of them have a stock certificate. I understand what you're saying. But I'm not talking about -- now about who's got a stock certificate and who doesn't.

I'm talking about the relationship between these two guys, father and son, and they had fifty percent, twenty-five -- and the other deal said twenty-five percent each. And you heard what Vijay said. And you're saying that a reasonable person couldn't construe or infer from that that perhaps Krish had half of his daddy's fifty percent.

A. I disagree. The -- I mean, as an example -- I'm not -- I'll need to ask you this question, it's a rhetorical question, and that is what would happen if shares were voted at a shareholder's meeting at VP? Who would get to vote the shares? Krish would not get to vote any shares. Kaj would vote his half. Vijay would vote his half.

Q. Okay. All right. But you -- the short of it is you don't agree with what -- how Professor Freeman construed that or interpreted it, correct?

A. I don't agree.

Q. Okay. You've got a right to disagree. Now, I want to talk about Krish Patel, and for that matter we'll talk about Vijay, because we do agree that regardless of stockholders that Vijay was a stockholder, correct?

A. Yes, sir.

Q. And we do agree that Krish was a director, correct?

A. No, sir. Krish was not a director.

Q. Excuse me. Krish was an officer. Excuse me.

A. Yes, sir. Yes, sir.

Q. So we've got -- we've got Vijay is a stockholder, Vijay's a director ---

A. No, I'm sorry, Krish was a director.

Q. And Krish ---

A. I mean, I'm sorry.

Q. Let's start ---

A. I apologize, counselor. You've got me going now.
Q. Let me start over.
THE COURT: I understand all their various roles in this if you want to ---
MR. GILREATH: The Judge knows who I'm talking about.
Q. We've got Vijay is an officer.
A. No.
Q. Vijay's a stockholder and Krish is an officer.
A. Yes, sir.
Q. I just wanted to get an agreement on that. We're in the right zone, right?
A. Yes.
Q. Okay. So if we pull out the book, the law, and look at the code, you said there are two sections that you go look at, 33-8-300 for directors and we look at 33-8-420 for standards of conduct for officers, correct?
A. Yes, sir.
Q. And I think you said those were the same, basically.
A. Well, yes, I did. And I'm looking at the official comment, which says ---
Q. Let's get through the law before we get to the comments. I'm not a law professor. But the law is basically the same on those two categories of people, correct?
A. Yes, sir.

Q. All right.
A. The words of the statute are, yes, sir.
Q. And it says -- and I want to talk about officers because Krish was unquestionably an officer. And his conduct -- the conduct of both of them, as far as I'm concerned, is unbelievable and horrible.

He was clearly an officer. It says officer shall discharge his duties under that authority in good faith with the care an ordinary prudent person in a like position would exercise in similar circumstances and in a manner he reasonably believes to be in the best interest of the corporation and the shareholders. Got basically the same standard for directors, correct?

A. Yes, sir. The form of words is the same.
Q. And that creates a fiduciary duty, correct?
A. Well, it's -- it's funny that you would say that, I mean, we go back to what I testified a few minutes ago. In official comment one, second paragraph, ---
Q. Let me -- let's stop right here. I want ---
A. You asked me a question, counselor. I think ---

THE COURT: Wait a minute. Let him ---

A. I think ---

THE COURT: --- finish his answer.

A. --- I have the right to answer the question.

THE COURT: Okay. What?

A. And what it says ---

THE COURT: Wait a minute. Wait, wait ---

A. And what it says ---

THE COURT: Professor, hang on one second.

A. Oh, I'm sorry.

Q. I'm trying to ask him a question to provoke a yes or no answer, and then you can explain. I don't want to get an explanation before I get a yes or a no. Can we be on that wavelength? Okay?

A. Yes, sir.

THE COURT: All right. Start over. Go ahead.

Q. I'm going to start over. Do those duties that are in those two sections, do those create a fiduciary duty on the officer? Yes or no and then you can explain.

A. No.

Q. So the officer has no fiduciary duty?

A. Let me explain.

Q. Okay. Explain.

A. If we look at 33-8-300, official comments, it's on page 239 in the volume ---

Q. All right.

A. --- that you're looking at. It says, section 33-8-300, does not use the term fiduciary. See where I'm looking, counselor?

Q. No. What paragraph?

A. If you're looking at the third paragraph down from the top, it begins with the word likewise. Section 33-8-300 does not ---

Q. Okay.

A. --- use the term fiduciary in the standard for director's conduct and, therefore, officer's conduct. Because that term would be confused with the unique attributes and obligations of a fiduciary imposed by the law of trusts, some of which are not appropriate for directors of the corporation.

Now this -- it's clear to me, at least, counselor, that what the statute is doing is lowering the standard a bit for officers and directors from what normally would have been deemed to be a fiduciary relationship.

Now I know you don't want me to give you my classroom ---

Q. No.

A. --- explanation of why that should be.

Q. Right.

A. Nevertheless, here it is, 33-8-300. Let's ---

Q. But it doesn't say they aren't fiduciaries, it just explains -- that's explaining why it didn't use the term fiduciary. You're surely not standing up here and telling me and this Court, everybody in this courtroom, that an officer is never a fiduciary, are you? Yes or no ---

A. No.
Q. --- and then explain.
A. No. And I will explain because we -- for short form and they made it easy to understand, we often use the word fiduciary duty. And, in fact, the elements of the duty are loyalty and care as a common law fiduciary would -- fiduciary duty would be.

But because the statute is not a common law statute, what the drafters of the statute had to do was make a statutory duty, which is fiduciary in nature. But if you ask me is it a fiduciary duty, I'm ---
Q. Okay.
A. --- compelled to say no.
Q. Let's quit talking about fiduciary duty since you don't want to talk about that. Let's talk about loyalty. An ordinary -- let's talk about good faith. How about good faith?
A. Yes, sir.
Q. How about loyalty?
A. Yes, sir.
Q. Okay. Do you think that Krish Patel acted in good faith towards my client when he lied to him about every time he talked to him?
A. Well, I'm -- I ---
Q. Yes or no and then you can explain it.

A. Yes. But it's difficult to answer the question because I don't want you to put the words lied to him in my mouth.

Q. Okay. All right.

A. Okay? Did he act -- did Krish act in good faith? Yes.

Q. Did he act in good faith when he told you -- you heard his testimony. And you heard it -- and if you've been in here longer and I've been talking long, you would have heard it because I try to talk about it as much as I can.

You think he was acting in good faith when he told my client that he had almost gotten Corby out, he was having a lot of trouble getting Corby out, and still hadn't gotten him out, and Corby had been out for over two years, over two years and then he turned around and told him he'd paid him thirty thousand dollars, and he didn't pay him thirty thousand dollars? Now you think that was being loyal? Is that loyal? Is that being loyal?

A. Loyal ---

Q. Answer my question yes or no. Was he being loyal?

A. No. Let me explain. He didn't at that time have a duty of loyalty to Kaj. He didn't -- at the time of the facts that you're describing, he had no duty of loyalty to Kaj.

Q. If he didn't have a duty to Kaj why is he telling him that? Why's he telling him that?

A. I can't explain that, counselor.

Q. Why would he tell him that if he didn't have any duty to him? Why didn't he just say, hey, man, this thing's over, get out of here, I don't want to talk to you anymore? Why is he telling him that? Explain that to the Court.

A. I don't know what was in his mind, counselor.

Q. I'm afraid I do.

A. Was that a question? Sorry, did I miss ---

Q. It was not ---

THE COURT: No, no, no ---

Q. It was not a question. Okay. You talked about their final act, the final act, kind of like dying. I don't know what my final act will be. I hope it's a long time before it happens. But what was the final act that killed off this corporation, in your opinion?

A. Technically it was the administrative dissolution that occurred later on. But in my view, the corporation actually was abandoned two years before that. It was abandoned by the board of directors.

Q. All right. So let's get this straight. Either we got -- well, I'm going to come back to this dying and abandonment and final act. Let's talk about abandoned. You said that they abandoned the business, okay?

A. Yes, sir.

Q. That's what you said, right?

A. Yes, sir.

Q. So it's your opinion that when Kaj kept asking him, when are you going to get Corby out, and he ---

MR. MATHIAS: Your Honor, I object. He's just summarizing what his client says. He can ask him if assuming what his client says is true, a question, but he can't just summarize what his client says and assume like that's the truth.

THE COURT: I'm the fact-finder. I'll decide what's true at the end. Go ahead. Ask your question.

MR. GILREATH: His objection accomplished -- I've forgotten what my question was. That's the way they operate.

Q. When he asked -- when he kept asking Krish what's happening with Corby, does that sound like a guy who's abandoned a business?

A. Yes, it does. And I'll tell you why.

Q. I'm still wanting a yes or no ---

A. I just said ---

Q. Okay. All right. Excuse me.

A. I just answered ---

Q. Go ahead.

A. --- yes or no. And I'll tell you why. Because this business -- the business, the corporation had done nothing. And the board of directors had done nothing. This is Kaj asking for his own personal interest, his own personal goals

what's going on with Corby? This is not -- this is not a query from the board of directors of VP, it's a query from Kaj. Krish owed Kaj no personal duties.

Q. How do you just make, as Neil Armstrong or somebody said, the gigantic leap that this was Kaj and not the corporation?

A. I don't see any evidence that the board of directors of the corporation was taking any actions in this respect or that Kaj -- Kaj didn't even mention anything about corporate duties and corporate actions at this point.

Q. Well, ---

A. He was -- he was trying to -- Kaj -- to me it's clear on the record that Kaj was trying to get Krish to get Kaj involved in some business for Krish's personal reasons. I'm sorry, Kaj's personal reasons.

Q. How was -- how was this corporation abandoned when Krish told him, I had to get up with this guy named Corby so we could get our, o-u-r, the word, our, our foot, those are two big words in this trial, our foot. And he ain't talking about his foot. He's talking about four -- six feet. He's talking about Vijay's feet, Krish's feet and Kaj's feet. So we can get those six feet, our feet, in the door. Now is the ---

MR. MATHIAS: Your Honor, ---

Q. --- corporation ---

MR. MATHIAS: Your Honor, that has no basis in the evidence of this case. I mean, if he's got a question, he can ask a question.

MR. GILREATH: He said we can get our foot in the door. I'm trying to make a point, Your Honor.

THE COURT: Well, ---

MR. MATHIAS: If you want to ask a question, ask a question.

MR. GILREATH: That's the question.

THE COURT: Are you -- you're asking him to interpret the ---

MR. GILREATH: No, I'm ---

THE COURT: Assuming that -- what you're asking the witness to do is to assume that what your client said that Krish said is true.

MR. GILREATH: That's in the record here.

MR. MATHIAS: And, Your Honor, I don't even think that's what Krish or Kaj said.

THE COURT: Well, he didn't talk about six feet.

MR. MATHIAS: We're going to be here forever if we have two people testifying.

THE COURT: Yeah. Okay. That's all right.

Q. Kaj said, I think the record's clear, that he said that Krish told him, I got up with this guy, Corby, so we can get our foot in the door. Now that's what I'm talking about.

And I'm pretty sure the record's clear on that. So he's talking about our foot. And the word our doesn't mean Krish, it means some other people, correct? That's the point I'm trying to make with all these ---

A. Not correct. I think that might be your opinion ---

Q. Okay.

A. --- of what it means, but I disagree ---

Q. You disagree with me.

A. --- with your opinion. Yes.

Q. You disagree on the meaning of the word our.

A. It's plural.

Q. I'm going to say these are our feet, but I really mean that's my feet. Is that what you're saying? Okay.

A. No. What I'm saying is our -- my -- inferences can be drawn. To me the most likely inference by far in this case is that our was one of Krish's and one of Kaj's because at this point Kaj is -- it's Kaj for his personal reasons, not corporate reasons. It's Kaj for his personal reasons trying -- trying to get into business with Krish.

Q. So when Krish said we're going to get our feet in the door, he's talking about four feet instead of six feet, right? Is that correct?

THE COURT: We're getting a little far afield trying to interpret the number of feet involved here.

MR. GILREATH: I'm tired of talking about feet. I'm

going ---

THE COURT: All right.

MR. GILREATH: --- to move on to something else.

Q. You said the board -- let's see. All right. Hold on. I've got a few more.

(Pause)

Q. Isn't it true that -- how do you view the period after the turn-down, the letter from Verizon? Was that -- did you -- how would you characterize that?

A. Well, after the turn-down the ---

Q. Well, let me just show you on page 58 of your deposition, which I don't have here.

(Pause)

Q. Let me just read you this so we can shortcut this. And you're welcome to look at it if you need to. It's on page 58, starting at about -- it said something about I would characterize it as an expert -- I would characterize it as negotiations. That's the point I'm trying to get to.

A. Yes.

Q. You recall that where you ---

A. I do. I recall that. Yes, sir.

Q. So did you characterize -- you characterized that period after the turn-down letter as negotiations?

A. Yes.

Q. All right. So the point I want to make is if they were

in negotiations and if Kaj is not being given the full facts, then isn't he under some kind of a handicap?

A. Yes.

Q. Okay. And if they're in negotiations and he's being told I've got my foot in the door, all this kind of stuff, he's -- he can't make a decision. He doesn't even know what's going on. How can he know what's going on?

A. That's not a yes or no question. So you're inviting my answer, ---

Q. If you would ---

A. --- I take it, counselor.

Q. Well, answer it anyway.

A. The -- let me explain what I mean by negotiations. If you'll look over at my white board you see specks over on the left. And by Kaj's own testimony, what those people were doing in the business world of VP, pre-VP, was they were constantly negotiating with each other, trying -- just trying to decide whether they could get into businesses or not getting into business.

I think that Kaj referred to them as evaluations, that we were constantly evaluating things. And if you look at his deposition you will see this in his testimony. We were constantly evaluating things. And that's what I mean by negotiations is that the -- is that Kaj and Krish had gone back into evaluation mode.

Negotiations, a pine straw business, a hotel business, a business to buy a hospital. Negotiations, always evaluating to see if there were deals that could be done. And one deal that maybe could be done was something to do with the cellular business, maybe.

Q. Okay.

A. It didn't work out the first time.

Q. Isn't it true, professor, that in your deposition on page 64 I asked you -- let me show you this so you can look at it.

A. That's fine.

Q. 64, line 13 through 20. And I asked you, tell me what you know based on the depositions you have read, based on the complaint where Krish made a full disclosure to my client before the grand opening. And you said I am not aware that Krish made the disclosure you're discussing between those two times.

So isn't it true, professor, that you have conceded that during at least that point in time Krish, who was an officer of the corporation, did not make a full disclosure to my client, correct?

A. Incorrect. I said, if you'll read what you just read to me, I am not aware.

Q. Well, my question is you're not aware of any disclosure ---

A. I'm not aware. That doesn't mean there wasn't any.
Q. Okay. That's good enough. Thank you. Now, I want to hand you -- I think I've got a section here. This is a section -- give you a copy of section 18(b) of AmJur 2nd.

MR. GILREATH: I've got one here for the Court.

Q. All right. Now you relied on this AmJur section as part of your opinions, correct?
A. Yes, sir.
Q. And here we were talking -- you were talking about that this is the corporate opportunity, correct?
A. Yes.
Q. And isn't it true that AmJur here says that before a director or officer invokes a refusal to deal as the reason for diverting a corporate opportunity that there's got to be a full disclosure?

And in the last paragraph of that at the bottom of the first page it says, indeed, that pursuant to the corporate opportunity doctrine the existence of any impediment to the corporation making use of an opportunity will not excuse the failure of a fiduciary to present the opportunity to the board and to disclose all material details before pursuing it to him or for himself.

Now, my question to you is if Krish was an officer and as an officer he has got some duty or loyalty to the corporation, why wasn't it proper for him to present the

Corby Phillips opportunity to the VP people and say I've got another way to do this deal, let's have a meeting and talk about it? Why didn't he make -- why wasn't it proper for him to make or why would it -- why didn't he -- why would it be not proper for him to do that?

A. Well, there are a couple of reasons for that. One is right at the top of this block of text, which says a business opportunity ceases to be a corporate opportunity and becomes personal when the corporation is definitely no longer to avail itself of it. Where a corporation is unable to avail itself of a business opportunity, an officer or director may accept the opportunity for his or her benefit.

And I move on from that to the case of Goff against Loft, which was cited by your expert. And in Goff and Loft, this is at 23 Delaware Chancery 255. It says when a business opportunity comes to a corporate officer or director in his individual capacity, as did the P Communications opportunity, rather than in his official capacity, and the opportunity is one which because of the nature of the enterprise is -- has no interest or expectancy, the officer or director is entitled to treat the opportunity as his own and the corporation has no interest in it.

Further back in the same -- in the same case the Delaware Supreme Court says as a general proposition it may

be said that a corporate officer or director's entirely free to engage in an independent competitive business so long as he violates no duty with respect to the fiduciary relation that exists between the corporation and himself.

And that brings us to the -- somewhere in my pile, and I will find it for you, counselor, is the -- is a case that stands for the proposition that where a corporate opportunity, I'm sorry, a business opportunity is a corporate -- is not a corporate opportunity that it can be taken by the officer or director to whom it comes outside of his duties without telling the board. And there is case law for that proposition.

Q. The point I'm trying to make -- and I'm trying to talk about the last line here. And, of course, you, like all good experts, want to talk about something that I don't want to talk about because it's up at that top.

But I want to talk about what kind of duty of disclosure, if any, did he have, number one. And I want to also talk about the comment you just made, that this thing came to him in his P Communications capacity.

Now P Communications had not been formed when this thing started. Do you know enough about the facts to understand that?

A. I understand the facts.

Q. And you understand that when he went and did this deal

with Corby, there was no P Communications formed. It wasn't formed when he and Corby went and decided to form it later. You understand that, don't you?

A. Yes.

Q. So what capacity is he in at that point in time? He's certainly not an officer or director of P Communications. It hadn't been formed. So, you know, what's he doing? I mean, is he just kind of out here in space doing nothing?

A. No, I think ---

Q. And the point I want to make is is it your opinion that at that point he's got no duty to disclose anything to his former partners, whatever you want to call them over here in VP? He's got no duty to make any disclosure to them at that point? Yes or no and then you can explain.

A. I -- yes, he has no duty. But, I mean, I don't like the way you phrased your question, ---

Q. Must be a good question.

A. --- that he has no duty. And we need to talk a little bit about what duties he has. When a -- when an opportunity -- what this authority stands for is the proposition. When an opportunity comes to an officer outside of their duties for a corporation, that the officer can take that opportunity without having to go back and ask for permission because it's not an opportunity -- it's not an opportunity of VP in this case.

And so why is it not an opportunity of VP? And the reason is -- this is -- on direct this is exactly where I explained on direct. There are two reasons it's not an opportunity of VP. One is that VP has no business opportunity in terms of trying to get itself a cellular license because they were denied. And so -- point number one.

Q. At this time.

A. Point -- and I'm glad to talk about at this time, counselor, when you're ready to talk about that.

The other point is that there were a hundred and thirty of these opportunities available at that time. And this is my five white Fords illustration. Krish can take one of those opportunities and that does not put him into competition with VP.

It should have been the board of directors that sought this -- if the opportunity were available, counselor, it should have been the board of directors of VP that sought it out, but they didn't. And they never did.

Q. Been kind of hard for them to do it when their promoter's over here running another deal with Corby, right?

A. Five white Fords, counselor.

Q. You keep saying when this opportunity comes. There wasn't any opportunity coming to Krish. He was out actively seeking this opportunity, wasn't he? Yes or no?

A. The opportunity is -- no. The opportunity is made available on a continuing basis by Verizon. You can get it -- you can pull it up on the internet over there on the counsel table.

MR. GILREATH: Let me go talk to my crowd.

(Pause)

MR. GILREATH: I don't have any further questions.

MR. MATHIAS: I don't either.

THE COURT: Okay. Thank you, sir. You can step down. Can we release him from subpoena?

MR. MATHIAS: We can.

MR. HOGAN: Yes, Your Honor.

THE COURT: Okay. Thank you, professor.

A. Yes, sir. Thank you for your patience.

MR. STEPHENSON: Your Honor, we're going to try to finish today. Can we take five minutes?

THE COURT: All right. We'll take five minutes.

(Whereupon court was in recess at 3:37 pm)

(Whereupon court reconvened at 3:54 pm)

THE COURT: All right.

Krish Patel, being duly sworn testified as follows;

MADAME CLERK: Please state your name for the record.

MR. PATEL: Krish Patel.

MADAME CLERK: Thank you. You may be seated.

Direct Examination by Mr. Stephenson:

Q. Krish, tell the Judge how old you are, your age.
A. Twenty-eight.
Q. And where were you born?
A. Houston, Texas.
Q. And where did you go to high school?
A. Mauldin High.
Q. How about college?
A. University of South Carolina in Spartanburg.
Q. We've been here a couple of days. That's your mom, and dad and your brother who have been here?
A. Yes, sir.
Q. If you would, give the Judge, beginning in high school, where you've worked and going forward to Verizon.
A. Okay. So in high school I graduated in 2004. And I started working for Verizon corporate immediately after that.
Q. How about before that?
A. Before that I'd been working since about thirteen. I worked retail all through high school.
Q. Where?
A. Retail clothing stores in the mall, probably -- I could name three of them, Gap, Best Buy and Buckle.
Q. Did you work in a toy store?
A. I also worked -- that was my first job when I was

thirteen, a toy store.

Q. All right. Now, at Verizon you started, I think the record is, in what year?

A. 2004.

Q. Tell the Judge what jobs you've had and how you progressed.

A. I started out as a part-time customer service rep inside the store. And within two months I got promoted into sales. And then after my first year, they asked me to go full-time during college. So I was doing full-time college and full-time at Verizon.

Q. All right. And you continued in that capacity how long?

A. For about three and a half years.

Q. Did you win awards and accolades as a salesman?

A. Yes, sir, I did.

Q. Tell us about that.

A. Two years in a row I was ranked in the top of my category for percentage of quota for sales. My last year I was in the top ten percent out of three hundred and fifty reps.

Q. All right. You left on October the 22nd of '07?

A. That's correct.

Q. Tell the Judge why.

A. I was forced to resign because of working with family

accounts and it was against company policy.

Q. All right. Did Verizon actually lose any money or did you violate a policy?

A. I violated a policy.

Q. All right. Now, the idea, when did you first come up with the idea to open an independent Verizon store?

A. Probably around 2006 when I was in college. I had started thinking about it while I was working at Verizon corporate.

Q. Did you actually take steps to see if you could own a Verizon store?

A. I did. I made some calls to see what it would take to get started.

Q. Was there some impediment to an employee owning a Verizon store?

A. That was also another policy that you could not be an employee and be an authorized retailer at the same time.

Q. All right. Just so the record's clear, Verizon has more than one kind of store. Tell the Judge what kinds of stores Verizon has.

A. Verizon had corporate owned stores and authorized agencies.

Q. And we're talking about applying to be an authorized agent, is that correct?

A. That's correct.

Q. Now, would -- the business plan -- the business plan that was submitted, I'm going to ask you to look at that. And if you'll pick up the blue book in front of you and turn to page 65, Plaintiff's trial docket number 26. Are you there? Page 65 at the top?

A. Yes, sir.

Q. Okay. This business plan was submitted to Kelley on December the 6th. And it says a few location sites were found in September of 2007. Did you put that there?

A. I did.

Q. Could you tell us why?

A. As I mentioned previously, I'd been working on this idea since about 2006. I already had some locations identified.

Q. Did you identify these locations before you ever talked to Kaj or your dad?

A. Yes, sir.

Q. All right. Now, let me take you back to Kaj and your dad. Why did you involve Kaj and your dad?

A. I involved them because they were two business owners and I felt like they'd be good individuals to talk to an idea about and see if they could get the business started.

Q. Who brought it up, you or Kaj?

A. The way it started is I brought it up to my dad. And then one day we were driving down the road and my dad said

why don't you tell Mr. Kaj about your idea.

Q. All right. Now, the email where Kaj sends you the two business plans, did Kaj tell you he got the plan off the internet?

A. He did not.

Q. When did you find out it came from the internet?

A. During this litigation.

Q. All right. Now, look at Kaj's complaint, if you would. And that is trial document 4 in the front of the book. It's also page 4. You there?

A. Yes, sir.

Q. Turn to page 5. Kaj says in his complaint, Kaj along with Krish Patel, and I'm looking at paragraph 18, researched the upstate, South Carolina area for potential store locations. Kaj and Krish rode together to examine various locations between December of 2007 and May 2008. Is that true?

A. No, sir.

Q. Is it possible for that to be true? When were you denied?

A. We were denied in February of 2008.

Q. And you told Kaj how soon after you received the letter?

A. Probably a couple of days after.

Q. So you certainly didn't look at stores in March or

April or May?
A. That's correct.
Q. With him?
A. That's correct.
Q. Paragraph 20, it says Kaj and Krish met over a four day period to discuss various cash flow scenarios using spreadsheets. We've looked at the spreadsheets Kaj gave you. Did they help you at all?
A. No, sir.
Q. Why not?
A. Well, those spreadsheets had things on it, linens, and menus, and dishwasher rental. And they were not applicable to Verizon retail stores.
Q. Well, did you tell Kaj that?
A. I did not. No, I did not.
Q. All right. The business plan, the business plan that was submitted to Verizon, if you would, explain to the Judge in your own words how it came to be, how those words got on that page when it got submitted to Verizon.
A. Yes, sir. So Mr. Kaj had given me a template from his failed business, Tava Grill. And I took the bullets and the headers from that business plan and inputted all the data that I'd researched from my experience and just from, you know, ordered some charts from Greenville County and things of that nature and put the information in.

Q. All right. And submitted it to Verizon?
A. Yes, sir.
Q. All right. If you would, look at the complaint and turn to page 28, Defendant's trial document, also 28. Page 29, the very next page, and just so the record's clear as I understand it, he sent you the template, you drafted the plan, sent it to him and then he suggested certain changes, which is shown on pages 28, I mean, on 29 and 30, is that correct?
A. Yes, sir.
Q. Did some of those changes you make and others you didn't?
A. That's correct.
Q. All right. Did Kaj have any idea how a Verizon store made money?
A. No, sir.
Q. Did he have any idea what the normal expenses were in a Verizon store?
A. No, sir.
Q. The agent application, we've talked about that in some detail. Did you fill out the application for your dad and Kaj, have them sign it and send it in?
A. Yes, sir.
Q. If you would, let's just look at that briefly. Turn to page 83 in your book, Plaintiff's trial document 118. You

there?

A. Yes, sir.

Q. So on page 83, that is your writing?

A. That's correct.

Q. You filled that out for both your dad and Kaj, took it to them and had them sign it and sent it in?

A. I did.

Q. All right. Turn over to page 88. You there?

A. Yes.

Q. I believe Kaj testified that that was his writing. Is that his writing, particularly paragraph 5, litigation history?

A. Yes, sir, that's correct.

Q. All right. Let me take you forward, Krish, -- before I get there, when y'all were looking at Verizon were you also looking at other business opportunities?

A. That's correct.

Q. What?

A. We were looking at various different opportunities such as pine straw business, hotels, convenience stores, medical buildings.

Q. All right. Page 95, Defendant's trial document 94. You there?

A. Yes, sir.

Q. Did y'all look at a house on Lake Hartwell?

A. We did.
Q. It's already been established, but you dealt with the banks and dealt with Verizon, neither Kaj nor your dad did, correct?
A. That's correct.
Q. All right. Page 99, Defendant's trial document 139. Are you there?
A. Yes, sir.
Q. There was some testimony by Kaj that his assignment was to look for alternate suppliers, that that was his job that you had given him. Is that true?
A. I had told him that he could do some research on, you know, the business, sure.
Q. Well, did this email help you at all?
A. It did not, no, sir.
Q. And we're talking about the email dated February the 8th, 2008, attached is a list of cell phone suppliers.
A. That's correct.
Q. What is unhelpful about that email?
A. Well, these phones were not compatible with Verizon. In fact, you have to purchase your phones from authorized vendors at Verizon. So this was actually no use at all.
Q. Did Kaj ever give you any information that would help you buy phones in a Verizon store?
A. No, sir.

Q. Let me take you forward to page 103, Plaintiff's trial document 145. You there?
A. Yes, sir.
Q. For the record, this is the letter you received from Verizon letting you know that the application had been denied?
A. That's correct.
Q. Tell us what you did.
A. After the initial shock I, you know, informed my father that we'd received the denial. And I also informed Mr. Kaj that -- the same news.
Q. And at the same time you were pursuing several other businesses?
A. That's correct.
Q. Was there any conversation at that point in time about, hey, let's get another way to skin this cat, apply a different way, any of that?
A. No, sir, there was no discussion of any -- any of that nature.
Q. Did they ask why were we denied?
A. They did.
Q. And what did you do?
A. Contacted the few people I knew over there regarding this matter and tried to get an answer.
Q. How soon did you do that?

A. Immediately.
Q. Did they tell you?
A. They just told me that the application was denied and they couldn't give me any other information.
Q. Did you relay that to Kaj and your dad?
A. I did, yes, sir.
Q. Was there any indication by either one of them at that point in time that they expected you to continue to pursue the Verizon opportunity on behalf of VP?
A. No, sir.
Q. All right. Let me ask you the elephant in the room. Between that date and October the 18th did you have any discussions with Kaj about your continued efforts to get a Verizon store another way?
A. No, sir.
Q. Why not?
A. You know, the polite thing to do would probably -- to discuss that with him, but, you know, we just didn't discuss it. I didn't -- I didn't talk to him about it.
Q. All right. Now, let me take you forward to page 104. Are you there?
A. Yes, sir.
Q. After you were denied did y'all look at medical office buildings?
A. Yes.

Q. On page 106, on April the 4th, it's been testified to repeatedly, Corby Phillips submitted a plan, correct?
A. Yes, sir.
Q. Tell the Court how you contacted Corby Phillips and why.
A. Corby Phillips was a client of mine from -- he was the neighbor business when I worked at the Verizon store on Woodruff Road. We'd also done some real estate together. So he seemed like an individual that I knew and trusted that had some good experience and took an opportunity to him, and he said he was interested.
Q. All right. Now there was some testimony about stealing Coca-Colas. Did you steal any Coca-Colas from him?
A. No, sir.
Q. All right. Now, did you give Corby a business plan that was used with VP?
A. Yes, sir.
Q. And what we have before us at 106 is the business plan that Corby submitted, right?
A. Yes, sir.
Q. Did Verizon know you were involved in the Corby Phillips' possibility when that plan was submitted?
A. I'm sure they did.
Q. Well, did you deal with the local people at Verizon and let them know you were going to try to do this with Corby?

A. No, sir.
Q. Who did Corby submit this to?
A. I believe he submitted it to Kelley Pearson.
Q. Did Kelley Pearson know you were involved?
A. I'm sure she did.
Q. All right. Page 111. This is Plaintiff's trial document 152. It is an email at the bottom from Kaj to you about Vip called today about 3-C stores. Do you recall that?
A. Yes, sir.
Q. Those are what sorts of stores?
A. I believe those were three convenience stores.
Q. Did y'all buy those stores?
A. We did not.
Q. Two hotels in Charleston. Did y'all look at those two hotels?
A. We did look at those.
Q. So after the Verizon plan was denied did you continue looking at other business opportunities with Kaj?
A. Yes, sir.
Q. All right. Page 112. Page 112 is an email from Kaj to Krish where he gives you the AT&T independent dealer info and contract information. Did you receive that?
A. Yes, sir.
Q. Why didn't you tell Kaj then, hey, Kaj, I'm trying to

get this a different way?

A. It just hadn't occurred to me, and I didn't tell him.

Q. All right. You didn't respond to it?

A. Yeah, I probably didn't because I wasn't interested in the AT&T opportunity.

Q. Did you even know anything about how AT&T ran their stores?

A. I'm sure it's similar in management, but I didn't know anything about AT&T technology. And so I wouldn't have been interested.

Q. Up until this point in time had you had any conversations whatsoever with Kaj about continuing on behalf of VP or on behalf of him seeking a Verizon agency?

A. No, sir.

Q. All right. Page 113, Defendant's trial document 107, email about a Marriott and Comfort Inn. Did y'all look at a Marriott and Comfort Inn?

A. Yes, sir.

Q. I'm not going to take you through all these emails. It's true that y'all continued to look at other ventures. And if you'll look at page 119, Defendant's trial document 112, June the 25th. You see that?

A. Yes, sir.

Q. Did you actually buy a house located at 189 Will Bomar with Kaj?

A. Yes, sir, we did.
Q. Is it true that y'all owned that house and sold it in the last forty-five days?
A. That's correct.
Q. All right. The next document, the bank account of VP. You opened the bank account, am I right about that?
A. I'm sure I did.
Q. Was any money from VP used for the benefit of P Communications?
A. No, sir.
Q. Was any credit line established for VP used for P Communications?
A. No, sir.
Q. Did you have to establish a new credit line for P?
A. That's correct.
Q. Did you use the same banker?
A. We did.
Q. To your knowledge did that banker consider any of your dad or Kaj's credit worthiness in giving P credit?
A. He did not.
Q. All right. Now, on July the 1st, 2008 the VP account was essentially zeroed out, right?
A. That's correct.
Q. Tell the Judge what happened and who brought it up.
A. We had pursued the 189, Greer, Will Bomar house, and we

had to put some money into it for the initial start-up. And ---

Q. Let me stop for a second. This was the time you had to put money up to buy the house?

A. That's correct.

Q. All right. And what happened?

A. So Mr. Kaj had said, hey, we've got this money sitting here in VP Enterprises' checking account, we might as well just use that since it's not of any use.

Q. So your recollection is it was his idea, not yours?

A. That's correct.

Q. Did Kaj put five thousand dollars in the VP account?

A. I believe so.

Q. Did your dad put five thousand dollars in the VP account?

A. Yes, sir.

Q. Did anybody else ever put any money in the VP account?

A. Not that I'm aware of.

Q. To your knowledge is the only transfer out of the VP account the ten thousand dollars that went out of VP into the account that bought the house?

A. That's correct.

Q. Was any money ever put into the account after that?

A. Not that I'm aware.

Q. All right. Page 123, July 14th. You there?

A. Yes, sir.
Q. Did Kaj want to look at a hundred and ninety-five room hotel in Arkansas?
A. That's correct.
Q. Did y'all look at it?
A. We did.
Q. All right. Page 124 and 125, did y'all look at those together? Would you look at those together? On page 125 Kaj sent you a link to Sunbelt Business Brokers. Do you recall that?
A. Yes, sir.
Q. And it was, according to this, somebody was selling a wireless business in South Carolina that had thirty-six employees. Do you recall -- would you have known if that had been a Verizon business?
A. I'm pretty sure I would have.
Q. Okay. Do you believe it was a Verizon business?
A. I believe that it was not.
Q. All right. When he said that did you tell him, hey, Kaj, I'm not interested in that because I'm doing -- trying to do this deal with Corby Phillips?
A. I didn't. He was a friend of my dad's and I didn't want to, you know, get him involved with other communication of other things that I was doing. And I didn't want to insult him in any way. So I just kind of did nothing.

Q. All right. Now, let's talk about Corby Phillips for a minute. What was the deal between you and Corby? What was Corby going to do long-term when you first brought it up to him?

A. When I first brought it up to Corby I told him about this opportunity that I needed his help getting it set up and that I'd pay him for his time. And, you know, he was okay with that. And he knew that he would be exiting at whatever point of arrangement that we come to an agreement on.

Q. Did y'all actually talk about maybe he wouldn't exit entirely, he would keep seven percent?

A. That conversation did come up, yes, sir.

Q. All right. Did Corby put one cent in the deal?

A. He did not.

Q. Other than submitting the application did Corby do any of the work?

A. He did not.

Q. The next email we got was April the 9th of 2009. And that is at page 126. You there?

A. Yes, sir.

Q. Defendant's trial document 118. And that's April the 9th, 2009. And that's, you know, not quite a year later. Is there any piece of paper anywhere where Kaj talked about the Verizon deal, P Communications or any of that that you

know of?

A. No, sir.

Q. Well, let's go back to October the 18th, 2008. You opened the grand opening of your store on Pelham Road?

A. That's correct.

Q. On October 1st?

A. Yes, sir.

Q. And there was a party on October 18th?

A. I believe so.

Q. And Kaj was invited to your dad's house?

A. That's correct.

Q. You came to your dad's house, right?

A. Yes, sir.

Q. Tell the Court what you told Kaj.

A. When I got there I went to Mr. Kaj and had told him that, you know, I'd just come from the Verizon grand opening on Pelham Road. And ---

Q. Let me stop you for a second. Did you volunteer that?

A. I did. Actually, my dad and I had spoken before and, you know, that was the time to have that discussion. So ...

Q. All right. You told him and what happened?

A. You know, he had some questions. He was interested in learning more about it. And I continued to tell him that I joined with another individual who obtained a Verizon license and that I, you know, moved on to that opportunity.

Q. All right. You heard all this discussion that he alleges you said something to the effect of when I get my foot in the door I'm going to kick Corby out and get you back in. Did any of that occur?

A. No, sir.

Q. What did you tell him?

A. I told Mr. Kaj that if there was an opportunity down the road that I'd certainly -- would be happy to contact him.

Q. Was that pretty much the end of the discussion?

A. Pretty much.

Q. All right. After that did you see Kaj periodically?

A. Sure.

Q. He testified he would see y'all once a week, once a month for the rest of '08, '09. In your recollection did that happen?

A. I'm sure I saw him a few times.

Q. Well, did y'all buy this house at 189 Bomar Road?

A. We did.

Q. Was there anymore discussion about his trying to get into the Verizon business that you had started that you're talking about on October the 18th?

A. Not at all.

Q. So of all this testimony by Kaj that he's brought it up repeatedly and you kept putting him off, do you admit or

deny that?
A. I deny that. That's incorrect.
Q. All right. Well, we know one thing, we've got no emails between October the 18th, 2008 and May the 2nd, 2009. And we know about May the 2nd, 2009 was about 189 Bomar Road, right?
A. That's correct.
Q. So you had a number of discussions about 189 Bomar Road, right?
A. Yes, sir.
Q. All right. Did it come to pass that y'all actually sold part of it?
A. Yes, sir.
Q. All right. I'm going to take you all the way to 2010. So we've got all of 2008, we've got all of 2009, the entirety of 2009 do you recall any discussions with Kaj about perhaps joining with you or getting into the wireless business whatsoever in either of those years after October the 18th?
A. No, sir.
Q. All right. If you would, look at page 131, an email about 189 Will Bomar Road, dated February the 9th, 2010. You see that? Are you there?
A. Yes, sir.
Q. So this is when y'all talked about selling some of the

acreage at that house and applying it to the mortgage on the house?

A. That's correct.

Q. All right. Well, let's look at 134. 134 is an email from Kaj to Vijay and you. And if you look, Kaj clearly knows KrishPatel@wirelesscommunicationssc.com. Kaj for sure knew where you worked, right?

A. That's correct.

Q. And wirelesscommunicationssc.com is the d/b/a?

A. Yes, sir.

Q. All right. In this email y'all are talking about a tax bill.

A. That's correct.

Q. Again, had you had any conversations with Kaj about his getting back into the business anytime between October the 18th and we're now at February the 16th of 2010?

A. No, sir.

Q. All right. 136, February 24th of 2010, an email between you and Kaj about the house. The same question, any conversations?

A. No, sir.

Q. All right. I'm going to take you to April the 15th, tax day, 2010. You see that?

A. Yes, sir.

Q. You and he are talking about closing the deal, selling

part of the property, right?

A. That's correct.

Q. If you'd turn to the next page. He emails you and says, got it, looks fine, thanks for getting it closed. I checked Verizon site, as you suggested, there's no store listed for that area. When do you want to get together and talk? Please let me know your interest level in this as soon as possible since I have another party I can partner up with if you are not interested. Tell the Judge how that conversation started.

A. So Mr. Kaj had contacted me regarding a potential location Tryon/Columbus area, and through that conversation Mr. Kaj had explained he found some real estate out there for a potential site. And during the conversation I changed gears and let him know about an opportunity that I was working on to acquire some stores out in the Columbia market.

Q. All right. At the time how many stores did you have?

A. Probably about ---

Q. You had five.

A. In 2010?

Q. Yes. Before you bought Columbia.

A. That's correct.

Q. You had five?

A. That's correct.

Q. They were all in Greenville?
A. Yes, sir.
Q. So 2008 you had two, right?
A. 2008, we opened three.
Q. Opened three. 2009 -- end of 2009 how many did you have?
A. We had five.
Q. Five. And on April 15th of 2010 you still had five?
A. That's correct.
Q. Now, I think it's important, just briefly tell the Judge the effort that went into opening the first store. I can tell you that Verizon produced three thousand five hundred and sixty-seven documents, I think. I looked at them. And hundreds of them are about opening the first store, right?
A. That's correct.
Q. What all did you have to do to get the very first store open?
A. There are tons of different things we had to do from meeting brand requirements, logos, displays for phones, paint colors, paint had to be purchased from certain vendors, carpet, flooring, training, hundreds of trainings that had to be done by our staff, you know, everything ---
Q. Who did all that?
A. I did.

Q. Did Corby Phillips have anything to do with that?
A. No, sir.
Q. Did Corby Phillips sign any notes?
A. He did not. That was a part of our agreement. He was not to take on any debt or liability for anything.
Q. Did he do any work?
A. He did not.
Q. All right. I'll come back to that. But anyway, you told Kaj that you had a line on some stores that were for sale in Columbia and you might buy them, right?
A. That's correct.
Q. Now, this -- I guess I'll call it a potential location in Tryon. Did you take that?
A. I did not.
Q. Did you in any way prevent him from doing it himself as he suggested in this email?
A. I did not.
Q. Okay. Well, you brought up the Columbia store. Tell me how that conversation progressed.
A. Well, you know, as I mentioned to him early on, I told him if there was an opportunity, I'd bring him back in. And I enjoyed Mr. Kaj, his passion. So I said, hey, I'm working on this opportunity in Columbia. If you want to get in, I'll be happy to draft up a program that will pay you as a fifty percent partner. And, you know, he was interested.

We went back and forth. And then he parachuted out of the deal at the last minute and said he couldn't be an employee.

Q. All right. Now, fifty percent partner in what?

A. Those five stores in Columbia. I was going to pay him as if he was, you know, fifty percent of those five stores.

Q. Was there any discussion at any time about his getting into the five stores you already had?

A. No, sir.

Q. Did he know you had other stores? Must have because here he calls you about possibly putting a location in Tryon.

A. That's correct. He did know.

Q. All right. If you would, look at 140 and 141. This is an email on May the 24th, 2010. You see that?

A. That's correct.

Q. All right. Before we get there, did your mom and dad have something called the Celebration of Life Festival on May the 21st of 2010?

A. Yes, sir, they did.

Q. At the Marriott?

A. That's correct.

Q. Was Mr. Kaj and his wife invited?

A. They were.

Q. Did Kelley Pearson speak?

A. She did.

Q. What did she say?
A. She was discussing the accolades of our company and the team ---
MR. GILREATH: Your Honor, he ---
THE COURT: Hearsay?
MR. GILREATH: Hearsay.
THE COURT: Okay. Hearsay.
MR. STEPHENSON: It's not for the truth, just the fact that it happened.
THE COURT: Well, ---
MR. GILREATH: He's getting ready to say what Kelley Pearson said at this meeting about him. If that ain't hearsay, I don't know what is.
THE COURT: Patting himself on the back.
MR. STEPHENSON: Patting who on the back?
THE COURT: Just don't ask hearsay.
MR. STEPHENSON: All right.
Q. Krish, was there a public discussion about the fact that you had opened a Verizon store at the Celebration of Life Festival?
A. There was. It was announced there.
Q. All right. Was he there?
A. I'm sorry?
Q. Was he there?
A. Yes. Both Mr. Monty Desai and Mr. Kaj Patel ---

Q. Monty was there also?
A. That's correct.
Q. Okay. Now, page 140, this is three days after that, right?
A. That's correct.
Q. Now, if you look at the attachment, you've got an example, give me some context. What was the conversation around this example?
A. This was an example that I created to illustrate to Mr. Kaj how we would put together a compensation program for him and what deductions would be made out of those stores.
Q. So you had net ordinary income for a single store?
A. That's correct.
Q. And he would -- y'all were talking about him getting half of that if he did what?
A. If he managed the sales and operations for the whole market, those five stores.
Q. Had you bought those stores yet?
A. Not yet.
Q. And you're still at five stores at this point in time?
A. That's correct.
Q. All right. Next, page 142, which was an email the next day. You see that?
A. Yes, sir.
Q. Tell -- give the Judge some context about this next

day.

A. This was the compensation program that I'd customized for Mr. Kaj to show him, you know, the type of program that I could offer him if he wanted to come on and take on those stores.

Q. All right. Tell me how that would work, zero through twenty-five hundred dollars, seven percent, so on and so forth.

A. Basically these are net income dollar amounts. And the more the stores make, the more percentage he would make out of it.

Q. Was there ever any discussion about his owning any of the five stores you already had?

A. No, sir.

Q. Did you make it clear to him that you were not interested in taking on another owner, that you were interested in employing him and giving him the benefit of an owner?

A. Yes, sir, I did.

Q. All right. Page 143. You there?

A. Yes, sir.

Q. This is an email that starts at the bottom from Kaj to you, when do you anticipate Allen will have the draft agreement? What draft agreement?

A. The agreement -- employment agreement between Mr. Kaj

and our company, P Communications.
Q. Okay. What happened?
A. I believe during this time-frame, that's when Mr. Kaj had just said he's not interested in a W-2 opportunity.
Q. All right. If you'll look at 144, it's an email the next day from Kaj. You see that?
A. I do.
Q. Was he mad?
A. Seemed like he just wanted to contact me to kind of press forward on this opportunity.
Q. When did y'all actually sit down and talk?
A. I'm sorry?
Q. Did y'all sit down and talk?
A. We did.
Q. And did he -- what did he tell you about his desire to become general manager of the stores you were thinking about acquiring in Columbia?
A. He was still being persistent about, you know, a stock equity opportunity and ---
Q. In what? What was the stock equity in he wanted?
A. He wanted stock equity in these stores, these five stores in Columbia.
Q. What did you tell him?
A. I told him that that wasn't an opportunity at the time.
Q. Okay. What did he say?

A. He said he wasn't interested in being a W-2 employee.
Q. Was that it?
A. That was it.
Q. Did he say anything to the effect, hey, what happened if you sell it, I don't want to move to Columbia, anything like that?
A. That was one of his reasons why he didn't want to be a W-2 employee because -- I believe what he said was if I put my time and effort into this, I don't want to just be a W-2 employee in case you were to sell it, then, you know, I don't walk away with anything.
Q. Is it true that during this point in time Kaj actually came to Augusta Road, met you, met your staff and knew exactly how many stores you had?
A. That's correct.
Q. Up until this point in time, since October the 28th, had he made any comment to the effect that, hey, half this is mine, or I want half of it, or I expect half of it, any of that?
A. No, sir.
Q. Okay. 145, October the 26th, 2010. Did this have anything to do with Verizon?
A. No, sir. This is our rental property.
Q. All right. December the 31st, 2010. I'm looking at 147, Defendant's trial document 136, email, New Year's Eve.

What's he talking about? What's Kaj talking about?
A. Looks like this is for our rental property in Greer that I was managing.
Q. All right. And I note that you signed your email as president.
A. That's correct.
Q. All right. Now there's been some testimony about inconsistencies in some of these documents, Keith Gailey and all of that. What was the deal with Keith Gailey?
A. The initial deal was to, you know, bring him on as an equity partner. And then that changed gears as we talked about growth and expansion.
Q. Did he decide to get out of ownership?
A. That was correct because we were discussing growth plans. And we started talking about signing guarantees, and debt liabilities and risks. And he wasn't prepared to take on that risk.
Q. Is he still with you?
A. He is.
Q. And he works in Texas?
A. He's our regional director for Texas, correct.
Q. Okay. All right. If you would, go to tab Q, page 161. You there?
A. Yes, sir.
Q. There's been some testimony about the business plan you

submitted for your course. And Mr. Gilreath actually accused you of making that up, right?

A. I think so.

Q. Well, we sent a subpoena to the University of South Carolina, is that correct?

A. Tell the Court how you happened to submit a business plan to a course. What happened?

A. So I was taking an entrepreneurship class in my senior year, Spring of 2008. And this was a business plan that I'd done in that course as my final project, and did a lot more extensive than what we've seen floating around in this litigation.

Q. All right. If you would, look at the business plan you submitted. And if you would start at 162, 163, 164 and so on. And you do agree with parts of it, perhaps, a good part of it came from the business plan that you submitted with VP and the one Corby submitted with P?

A. I agree.

Q. All right. Now the spreadsheet, page 175, 176, 177, 178, 179, 180, 181, 182 and 183, did you use any of the information Kaj gave you when y'all were going back and forth on the spreadsheets in December, early January of '07 and '08 and come up with this?

A. No, sir. This is the information that I was referring to as the more substantial information that I used.

Q. All right. Did you actually use some of this -- the ideas in these spreadsheets in opening the first store?
A. Well, this business plan and these ideas, I helped launch some of the programs that I put together in my stores, yes.
Q. All right. Now, do you recall when you got sued?
A. I do.
Q. Where were you?
A. Standing in my office.
Q. And somebody delivered ---
A. On Augusta Road, yes, sir.
Q. Somebody delivered the complaint?
A. That's correct.
Q. Did anybody call you and threaten to sue you before that?
A. They did not.
Q. Did you get a lawyer letter, we want to see you, sit down and talk about it?
A. No, sir.
Q. Did you have any warning that you might be sued?
A. No, sir.
Q. Had Kaj ever told you he was thinking about suing you?
A. No, sir.
Q. Okay.

MR. STEPHENSON: I've got a few more questions, Your

Honor. If I could take about three or four more minutes and I'll finish up.

THE COURT: Okay.

(Pause)

Q. Krish, the debt of P, did you personally guarantee it?

A. I did. I personally guaranteed all the debt and the leases.

Q. Did Corby guarantee anything?

A. He did not.

Q. If you would, turn to your book at page 65, toward the front, Plaintiff's trial document 26. I'm going to tell you this is the business plan for VP, correct?

A. Yes, sir.

Q. You see it says here a few locations, sites were found in 2007. You see that?

A. I do.

Q. You've already talked about that?

A. Yes, sir.

Q. And you found those sites before you ever talked about this with Kaj, right?

A. That's correct.

Q. One definite location which is available for business is 1618 Woodruff Road. You see that?

A. Yes, sir.

Q. Where was the first location for P?

A. Pelham Road.

Q. Did you find the exact specific location after Corby Phillips came in?

A. That's correct.

Q. All right. Next page, nine different locations preliminarily outlined, so on and so forth. Kaj insinuated that he came up with that because he lived here all of his life. Did you already have these general locations in mind?

A. I did because I knew the experience of -- from the corporate stores and how they performed. So I strategically planned these areas around how the corporate stores did.

Q. Okay. Answer any questions Mr. Gilreath may have.

Cross Examination by Mr. Gilreath:

Q. Good afternoon.

A. Good afternoon.

Q. I've got a red and green book up there that I may have you look at some. You have Mr. Stephenson's blue book, right?

A. Yes, sir.

Q. I may have a couple of questions out of that. If I understood you correctly from what you said about what you've heard from Kaj, you basically have told this Court that everything Kaj has said about the meetings he had with you and asking about what's happening and what are we -- have you found out what's happened and what's happening with

Corby, you're denying all that, correct?
A. Can you ask me a specific question?
Q. You are denying, if I understand your testimony on direct, you're -- from what -- you're denying or you're saying that everything Kaj said from that witness stand regarding conversations he had with you about when are you going to get Corby out, when are you going to find out what's going on with Verizon, you denied that those conversations even occurred, correct?
A. I agree. Yes, sir.
Q. You're denying that? You absolutely deny it under oath?
A. I am, yes, sir.
Q. Okay. And you deny that you -- that he -- that you told him at the meeting on October 16th that you had gotten in with another guy and gotten your foot in the door and as soon as you could get him out you'd be able to get back to y'all's VP deal? You deny that, correct?
A. I deny that statement. And what I actually said was that I'd joined up with another individual who obtained a license, and that if there was an opportunity down the road that I'd give him a call.
Q. And let me ask you this. Did you tell him at that meeting that not only had you joined up with that individual, but that you had gotten up with his lawyer,

Allan Hill and your lawyer, Allan Hill, and y'all had formed a new corporation called P Communications that was going to do what VP was going to do? Did you tell him that on October the 16th at your daddy's house?

A. No, sir.

Q. You didn't tell him, did you?

A. No, sir.

Q. Why didn't you tell him?

A. Can you repeat the question, please?

Q. Why didn't you tell him? A fairly simple answer.

A. Tell him what?

Q. Why didn't you tell him what was going on? Why didn't you tell him you'd gone to his lawyer and your lawyer and formed a new corporation with Corby?

A. I told him that I'd joined up with another individual that got a license. That's what I told him.

Q. My question to you, Mr. Krish, is why didn't you tell him you had helped form that corporation? Why didn't you tell him that?

A. I don't recall.

Q. You don't recall. Okay. I'll take that. Now, the truth is you didn't want him to know what was going on, did you?

A. That's not correct.

Q. Well, then why didn't you tell him?

A. I just didn't tell him.
Q. You don't recall?
A. I just didn't tell him.
Q. Do what?
A. I just did not tell him.
Q. You just did not tell him.
A. As I mentioned earlier, ---
Q. You can't tell -- you don't ---
THE COURT: Wait, wait. Let him finish his answer.
Q. You don't want ---
MR. STEPHENSON: Wait a minute.
MR. GILREATH: Excuse me, excuse me, excuse me. All right.
THE COURT: Go ahead and finish your answer.
A. As I mentioned to Mr. Stephenson when he asked me the same question, looking back on it, it was probably the polite thing to have told him that, but I just didn't.
Q. Probably been the polite thing to do. As an officer and director or as an officer of VP Enterprises, you don't think you owed him anymore than something that was polite, is that correct?
A. No, sir.
Q. What did you owe him? What kind of duty did you owe him?
A. I owed him and my father the duty to do my best to try

to make the first round work, and I did do that.
Q. But it's your testimony here today that you didn't have any duty to tell them anything about Corby, correct?
A. That's not what I said.
Q. What did you say?
A. I was answering your question, which was not -- I didn't have any responsibility to tell him how Corby got set up.
Q. And you deny all the conversations that he claims when he asked you what was going on about Corby? You deny that those ever occurred?
A. That's correct. Yes, sir.
Q. And you deny that you told him, I've just about got Corby out, and it's taking longer than I thought? You deny that?
A. I do.
Q. And you deny that you told him you had to pay him thirty thousand dollars? You deny that?
A. I'm not sure where he got that number from. The answer was yes, I do deny that.
Q. You deny that?
A. That's correct.
Q. You deny it all. You think it took -- are you telling this Court that he came in here and made all this up? Is that what you're trying -- trying to tell us?

A. I'm just answering your questions.
Q. Where do you think he made it up? You reckon he got it from John Grisham? Where do you think he got it?
A. I'm not sure.
Q. You're not sure?
A. No, sir.
Q. You're not sure? It's the truth. You just don't want it to come out in this courtroom, do you?
A. That's not correct.
Q. Okay. All right. You never told him that you got fired at Verizon, did you?
A. I did not.
Q. Why didn't you?
A. It's pretty embarrassing.
Q. You never told me when I took your deposition, did you?
A. You didn't ask.
Q. I don't remember all that I asked you. It's never come up in this litigation, never come up until your lawyer stood right there yesterday ---

MR. STEPHENSON: Your Honor, if he's got a place where it was asked anywhere, let's see it.

THE COURT: Yeah, if you've got -- if you can show impeachment, impeach him.

Q. You never told anybody?
A. I'm sorry?

Q. You never revealed to anybody in this litigation until yesterday that you were fired at Verizon, is that correct?
A. I've spoken to my attorneys about it, and I've answered all the questions truthfully that you've asked me.
Q. You've answered all the questions truthfully, okay.
A. Yes, sir.
Q. And every time you and I have ever had a conversation you've been under oath, haven't you?
A. Yes, sir, that's correct.
Q. All right. Now, what about the meeting that Kaj had with you when he said you need to go find out what happened at Verizon? Do you deny that?
A. No, sir.
Q. Okay. And what did he ask you to do?
A. Find out why the VP Enterprises application was denied.
Q. Okay. And how many times did he ask you that?
A. That was ---
Q. Well, wait a minute. Let me take that back. What about the time-frame between the rejection letter and February 26th and the middle of March, how many times did he ask you that, if you recall?
A. The one time after I told him it got denied.
Q. That's the only -- you're saying that's the only conversation y'all ever had about that?
A. No, sir, that's not the only time.

Q. Okay. What are you saying?
A. I'm saying that he asked me at one time to go to Verizon to request the information.
Q. Did he ask you a second time?
A. I would update him with the information. So he did not ask me a second time, but I would update him anytime I contacted Verizon.
Q. How many times did you update him?
A. Maybe a handful of times.
Q. Okay. Now, when did you first go to Corby Phillips and talk to him about doing this deal?
A. Maybe about a month later.
Q. Okay. And he'd actually sent his application in, I think, about April the 2nd or the 6th or something, right?
A. I think somewhere around that date.
Q. And you didn't tell Kaj about that, did you?
A. I did not.
Q. Did you tell your daddy?
A. I did not.
Q. When did you first tell your daddy about that? When did he first become aware of it?
A. Maybe a couple of months after that.
Q. Okay. So within a couple of months after Corby got involved, Vijay knew what was going on with you and Corby, correct?

A. He knew that I'd gotten involved with another individual that was, you know, approved for the license and that I was going to team up with him.

Q. Okay. So when he told Vijay [sic] he didn't know anything about this, he was being a little bit less than truthful, wasn't he?

A. Well, that's not correct.

Q. Okay. All right. Let's talk just a minute about these business plans. Do you recall the email that's in the green book on page 3 from Kaj to you dated December 4th, 2007? He said, please keep this confidential and do not distribute. You remember getting that, don't you?

A. I do.

Q. But it didn't bother you to give that to Corby, did it?

A. I actually did not forward this to Corby.

Q. You forwarded to Corby the business plan that you and Kaj had put together for VP Enterprises, didn't you?

A. That's correct.

Q. And you now want to tell this Court, as you told in here on that video earlier today, that that was your business plan, right?

A. That's correct.

Q. So VP Enterprises had no interest in that business plan, correct?

A. Well, sure they did.

Q. Well, then why didn't you call up the guy that was the president of VP Enterprises and ask him could you show that to Corby?

A. Well, if I understood your question, it was VP Enterprises had no interest in the business plan? And my answer was, yes or, sure, it was.

Q. It's your position they had no interest in it, right?

A. They initially had an interest in it when I was applying for Verizon.

Q. And tell me how suddenly that interest evaporated and became yours.

A. Well, we don't want to rehash the video deposition. My stance is that I crafted the business plan. I did use your client, Mr. Kaj's template from his failed restaurant business plan. And then I formulated my own.

Q. Right. Just like you used that same business plan basically and went over to Professor Jeff Smith, I believe, at the University of South Carolina at Spartanburg and submitted it in that course you took in the Spring of 2008, didn't you?

A. Sure, I used many pieces from that. Yes, sir.

Q. And I think I just heard you testify in here that there was nothing in that business plan that came from anything involving anything you got from Kaj, correct?

A. I don't believe I said that, but if you'd ask the

question ---

Q. Well, is there anything in that business plan, the one on page -- starts on page 162 of Mr. Stephenson's blue book, was there anything in that business plan that came from anything that you got from Kaj? I think I heard you say there wasn't.

A. I'm sorry. What I said was the financial information didn't come from your client, Mr. Kaj's information.

Q. All right. How about taking a look at page 179 in the blue book. And there's a line item on there for linen rental. Y'all use a lot of linens out there at those stores, don't you? At the Verizon stores there's a lot of linen rental going on out there, isn't it?

A. No, sir. We actually don't use linen.

Q. Okay. But you put linen rental in the thing you showed Professor Smith, didn't you? Isn't that correct? Yes or no?

A. Looks like there is a line item for linen rental.

Q. Looks like that might have come from Kaj, doesn't it?

A. Well, I'm sure it came from the template, yes, sir.

Q. Okay. So what you told Mr. Stephenson here a while ago wasn't exactly correct, was it?

A. Actually, I said that the information from the financial template didn't come. So the numbers itself ---

Q. You and Mr. Stephenson were trying to show this Court

that this is something you did and it's all yours and right there in the middle of it is a line out of Kaj's, correct?

A. Yes, sir, the linen ---

Q. Thank you.

A. The linen rental is on there.

Q. Okay. Now, let's talk about the -- Kaj's injury in the green book on page 230 where he says VP on hold. Were you here yesterday when he talked about -- I think the conversation y'all had when you took the money out of the -- the ten thousand dollars out of the account and there was some conversation about the -- you needed it for KVP? You remember that?

A. I believe so.

Q. And if I understood his testimony right, he said that y'all -- you agreed to take that out. And you wouldn't need it right then because nothing was going on. It was on hold. And if you got it started back up again, you'd use the line of credit. Did you ever have that conversation with him or do you deny that, too?

A. Not in that format, I did not. No, sir.

Q. Okay. What kind of format did you have?

A. As I mentioned to Mr. Stephenson, we needed some funds for the rental property in Greer. And Mr. Kaj had recommended to just pull the money out of VP Enterprises since it was just sitting there, not doing anything.

Q. So you're now saying that was Kaj's idea and not your idea?

A. I never said it was my idea.

Q. Okay. But whatever he said about it, you don't agree with it, I take it?

A. That's correct.

Q. Okay. And there's some -- while we're talking about this South Carolina thing before I get it off my mind, there's this Hot Wire article that's come up, which is -- anyway, there's something in that Hot Wire article, which I can't find that page right now. 307 in the red book.

And this lady -- did you meet with this -- this is Joe Jabardis or something. Do you know that gentleman, the guy who wrote this article?

A. Yes, sir. It was a she.

Q. She. And so you had a meeting with them. And it says he decided to open his own Verizon store, launching Wireless Communications in 2008, the year he graduated from college. He graduated college using the business plan he had drafted in one of his college classes. Now did you tell that to the writer of that article?

A. I did not. What I said was I used the business plan that I crafted in my college class to help me launch my business, not to start the business.

Q. Okay. So wait a minute now. You told them you used

the business plan to launch your business?
A. After it had already been created, yes, sir.
Q. Oh, after it had already been created is what you're saying now?
A. Yes, sir.
Q. But -- okay. But you did not -- this business plan that you turned in to your professor was virtually identical in many respects to the business plan that VP turned into Verizon, wasn't it?
A. There definitely were similarities, yes, sir.
Q. And did you tell your professor at the University of South Carolina that you had plagiarized this business plan and this was -- you copied it from the business that you and another guy had made up in that corporation? Did you bother to tell him that?
A. No, because I'm the one who created it.
Q. So it was yours? You can do with it what you want to, right?
A. Yes, sir.
Q. You don't think he'd been interested in that -- in the fact that you'd copied it from somebody else? You didn't want to tell him that, did you?
A. I didn't copy it from anyone else.
Q. You didn't copy it?
A. No, sir.

Q. All right. Well, we've got some samples of it in here that'll pretty well illustrate that. We'll rely on those. All right.

Now, let's talk about some of these documents that you put your signature on. You would admit that when P Communications was formed, Corby Phillips had all the stock, correct?

A. That's correct. Yes, sir.

Q. You would admit that he was your sole director, correct?

A. Yes, sir.

Q. You would admit that he was all of the officers, correct?

A. Yes, sir.

Q. And you would admit that he was all of the officers until you bought him out and he resigned on or about December the 15th, 2008, correct?

A. Yes, sir.

Q. All right. And you would admit -- look at page -- Plaintiff's trial document 163. That's in the red book. You got that?

A. Yes, sir.

Q. And you would admit that on September the 19th, although you've just admitted to me that he was the president, that you told the South Carolina Department of

Revenue in a business tax application that you were the president, correct?

A. Yes. When ---

Q. So you misrepresented in a certification to a State Government organization that you were the president of this, correct?

A. Well, that was ---

Q. Correct? Is that your signature on there?

A. That is my signature. And when I was trying to finish my answer, you interrupted me. So ---

Q. My answer [sic] was did you sign that document and tell them you were the president? Yes or no?

A. Yes. Can I explain?

THE COURT: Yes, you may.

A. Okay. When Corby and I had come to an arrangement for me running P Communications, he instructed me to take care of all legal and financial responsibilities for the company. And so that's what I was doing. He knew that I was doing this.

Q. Did he authorize you to make misrepresentations to a State Government Agency and tell them that you were somebody you weren't? Did he -- did he make that -- did he make that authorization to you?

A. No, sir. The authorization he made to me was to handle all legal and professional matters for the company. And he

did not want to be held liable for any debt or responsibilities.

Q. How can him signing this form ever make him liable for anything? This document on 163? Where you sign as president? Why didn't you take it over to Corby and get him to sign it?

A. Because he had instructed me to take care of all the business matters.

Q. Did he instruct you to make a just blatant false misrepresentation ---

MR. STEPHENSON: Your Honor, ---

Q. --- to the Department of Revenue?

MR. STEPHENSON: Hold on a minute.

THE COURT: Yeah, what's the objection?

MR. STEPHENSON: I object. Corby's case is over. He's cross examining him about something to do with Corby. It's got nothing to do with his case with Kaj.

THE COURT: Well, he's trying to impeach him. So point's made.

MR. GILREATH: Okay.

Q. And look there on December the 4th, another even more important governmental organization, that small outfit with the Federal Government called the Internal Revenue Service. And you signed under penalty of perjury, a form 2553 to them, and told them you were the president on December the

4th when Corby was gone, didn't you? I mean, when Corby was still there. That's your signature, isn't it, on page 164?

A. Yes, sir.

Q. And you told them then you had sixty percent of the stock, correct?

A. I do see my signature. I'm not sure exactly where you're referring to.

Q. It's on the next page, 165. It says percent -- member of shares, percentage ownership. It's got by your name, sixty percent. You told the Federal Government under the penalties of perjury December the 4th, 2008 that you had sixty percent of this corporation. And the truth of the matter was at that time you -- Corby Phillips had one hundred percent, correct?

A. I believe that's incorrect. He sold his stock on November the 19th, I believe.

Q. Let's go -- let's flip on over there to a couple of more pages and look at trial document 172. And give me one second. There's one of them where it says whereas Corby S. Phillips wishes to transfer his one hundred shares of corporate stock back to the corporation. And that document is dated -- signed by you and Corby on December the 15th, isn't it?

A. That's correct.

Q. So on December the 4th he still had a hundred percent,

didn't he, according to that, isn't that right?
A. According to this document, yes. But our transaction was done in November.
Q. Okay. And let's look at another document where you dealing with Mr. Pavlick over at BB&T. You never even bothered to tell Mr. Pavlick who Corby was, did you?
A. All the bank loans were handled by myself.
Q. Yes or no.
A. No, sir.
Q. You never told him, did you?
A. No, sir.
Q. And you signed the corporate resolution in August of 2008 long before Corby was ever out and told that bank, certified to them that you had minutes in the minute book and all this kind of stuff that the bank and their lawyers put in these resolutions and told them that you were the president, when, in fact, Corby was the president, wasn't he?
A. Yes, Corby was the president.
Q. And you never told Pavlick that he was the president, did you?
A. No, sir.
Q. Why didn't you tell Mr. Pavlick he was the president?
A. As I've mentioned before, I was working under the instructions of Mr. Phillips to handle all business related

matters. And this loan was personally guaranteed myself -- by myself. There was no value to the corporation.

Q. Did Mr. Phillips give you authority to make misrepresentations to Federal banks, Federal Government and the State Government? Did he give you any authorization to sign anything on behalf of this corporation making a misrepresentation to a Federal Bank, the Federal Government and the State Government, yes or no?

A. No, sir.

Q. Okay. All right. Now, what's this role that Vijay has, some document, I've got it up here somewhere, that he's a director of operations or something? It's in -- must be in Defendant's books. Do you know what I'm talking about?

A. I do not. No, sir.

Q. Yeah, this is Defendant's trial document 210C, which I'm not sure I've got. But I'll just tell you what it says. It's in the record. It says, Kelley, here is the information of Vijay Patel, director of real estate and facilities, November the 18th. Has he had that position since then?

A. I'm sorry, what's the date?

Q. December the 18th, 2008. Vijay. I assume that's for -- it's talking about an employee line.

A. That was probably an employee line that I was adding to my family account.

Q. Okay. But you told them that he was the director of real estate and facilities for what company? At that point in time you were ---

A. It was ---

Q. --- P Communications. What was he the director of?

A. He was helping contracting on construction stuff, as I mentioned earlier.

Q. Was he -- here's a copy of the email so you can see it. But was he the -- was that for P Communications or what?

A. I don't know.

Q. You don't know? Is that what you got fired over?

A. No, sir.

Q. You'd already been fired then. You were fired in 2007. So what are you telling Kelley Pearson that Vijay's the director of?

A. Real estate and facilities.

Q. Is that for P Communications?

A. That was probably as a contractor so I could get him on my employee line.

Q. I'm just -- I'm trying to ask you a simple question. Was Vijay the director of real estate and facilities for your corporation, P Communications, at that point in time?

A. No, sir. He was a contractor.

Q. Well, then why did you tell her that he was -- is this a misrepresentation with Verizon?

A. No, sir.
Q. Well, you're writing to Kelley Pearson, November the 18th. Kelley, here's the information of Vijay Patel, director of real estate and facilities. Now, what's he direct? What corporation is he the director of?
A. I'm sure we had contracted him or his contractors for helping. That's what I was explaining to Ms. Kelley Pearson.
Q. But for what company?
A. For his own company.
Q. So you're trying to say this is for Vijay's own company, didn't have anything to do with P Communications?
A. Yeah. And, honestly, this is the first time I've seen it. It could have been -- it could have been for P Communications, but I know ---
Q. Could have.
A. I know that he was contracting us ---
Q. All right.
A. --- with the construction. And this clearly states real estate and facilities.
Q. Now, isn't it true, you were in the courtroom when I showed her this, I can dig it out, hopefully you'll remember it and save time, isn't it true that it took you over a year to get around to telling Verizon that you had gone from sixty percent to a hundred percent in P Communications?

A. Could you repeat the question or is there an exhibit?
Q. Isn't it true that it took you over a year, hold on a minute and I'll find the document, to get around to telling -- let's look in the red book at 0266. No, that's not the one. That's where you wrote them and told them that you would -- that's when you first told Verizon that you were involved, right? September, 2008, correct? See that?
A. No, sir. That's where Corby had made me the point of contact for all P Communications to Verizon.
Q. But Corby's telling them that you are the direct point of contact. You would serve as director of operations, correct?
A. That's correct.
Q. That's the first time Verizon became aware that you knew Corby -- the first time you told them Corby was involved was in September, 2008, correct?
A. I have no idea when Mr. Phillips would have informed them otherwise.
Q. You didn't get a copy of this letter?
A. I may have.
Q. Okay. All right. Well, then let's look over -- and we're in agreement, aren't we, that Corby got out sometime in December, late -- end of 2008, around December, right?
A. No, sir. It was November.
Q. Well, and is that the meeting where you were at Allan

Hill's office and you counted out fourteen thousand dollars in cash and gave it to him? That ---

A. No, sir.

Q. --- was in November?

A. That's not what happened, but it was at that same ---

Q. That's not what happened?

A. No, sir. We've -- we've been through this in my deposition already.

Q. Well, we're going to go through it again for just a minute or two. You don't deny that you peeled out fourteen thousand dollars in cash in Allan Hill's office in front of him and everybody else in the room and bought him out right then and there, correct?

A. I did buy him out. And I handed him an envelope with the cash.

Q. Okay. And when are you saying that was?

A. That was on -- around November 19th.

Q. Okay. And when did you tell Verizon about that?

A. Around the same time.

Q. Did you tell them you paid him out in cash?

A. I did not.

Q. Did you -- and then Mr. Gailey came in -- once he comes out, Corby goes out -- look at page 292 and 293. Corby comes out and Keith Gailey comes in and y'all were sixty/forty, correct?

A. That's correct.
Q. And that's on December the 15th. And then on December the 1st of 2009 Mr. Gailey gets out and you've got a hundred percent. And I'll refer you to 299 and 300, correct? Those are minutes. Is that correct?
A. Yes, sir, that's correct.
Q. So effective -- so sometime right around the 1st of January, 2009 you're out, I mean, Corby's out, Gailey's out and you got a hundred percent, you got the whole deal, correct? Is that correct?
A. Seems to be right.
Q. And then look over on page 302. That's a letter that you wrote and signed on January 25th, 2010, which is over a year later. You write Patricia Cook and ask her to make the changes and show that Keith Gailey's ownership has been surrendered. So you went for over a year, almost thirteen months before you even told Verizon that you'd gotten Gailey out, didn't you?
A. No, sir, that's incorrect. This was the correct date. I'm not sure why these documents say something different.
Q. Well, what do you mean it's ---
A. This is the correct date on exhibit 44.
Q. The date is January 25th, 2010 and you're telling them that Keith Gailey's forty percent has been surrendered to the corporation.

A. That's correct.
Q. But I want to refer you back to the page before that on 00300 and 299. And that actually happened on January 1st of 2009, which is a year before that, correct?
A. That's correct, that that's ---
Q. So it took ---
A. --- what this document ---
Q. --- you a year ---
A. --- says.
Q. --- to tell -- you didn't tell them what was going on for a year, correct?
A. No, sir.
Q. Well, then when did you tell them?
A. In January of 2010.
Q. Well, the last time I checked January of 2010 is a year after January of 2009, correct?
A. Yes, sir.
Q. So it took you a year to get around to telling Verizon what was really going on in this company, correct?
A. No, sir.
Q. Well, you don't -- the documents say what they say. You don't deny what the documents say, do you?
A. No, sir.
Q. Okay. And do you recall -- you were here when Kaj testified about how he found out what was going on at these

meetings that were going on in June of 2010, around the 4th, I believe, when y'all were talking about the deal in Columbia and the deal in Columbus and all that, you were trying to get him to come to work, you were here when all that went on, right?

A. Yes, sir.

Q. And you heard him testify -- you heard him testify about you told him and disclosed to him about P Communications and how you were set up and all of that. And you gave him the name of the company, correct?

A. Yes, sir.

Q. And you heard him say that he -- that you told him your dad had been involved in it, correct?

A. I do remember hearing ---

Q. And then he -- he got back to you, I think he said, it was that Sunday. And he came over to your house, and he was very upset, wasn't he?

A. Yes, sir.

Q. And what did -- and you heard him testify that you had stabbed him in the back and that you had been misleading him and not telling him the truth about what was going on. You heard all of that, correct?

A. Yes, I did hear that.

Q. Do you deny all of that?

A. Which part?

Q. All of -- any part of it?
A. I do, yes.
Q. You deny it?
A. (Affirmative nod).
Q. So -- well, do you admit that he was upset when he came over there?
A. Sure.
Q. Do you admit that he told you you'd stabbed him in the back?
A. Yes, sir.
Q. Do you admit that he told you he wasn't going to ever have anything else to do with you?
A. That's incorrect.
Q. That's incorrect? What did he say?
A. He didn't say that.
Q. Okay. But you deny that he said that?
A. Yes, sir.
Q. Okay. And you deny that you had any conversations with him about Corby's -- about when you were going to get Corby out, correct?
A. That's correct.
Q. And you deny that you had a conversation with him and you told him you had gotten Corby out? You deny that conversation?
A. I don't recall that.

Q. You don't even recall it?
A. No, sir.
Q. And you deny that you told him how much you had to pay Corby?
A. I don't recall.
Q. And you deny that you told him you had to pay him more than you thought you were going to have to pay him, had to pay him thirty thousand dollars, you deny that?
A. That's correct.
Q. Okay. Now, you do admit that you were an officer of VP Enterprises, correct?
A. I was secretary/treasurer.
Q. Secretary/treasurer. And did you ever resign the office of secretary/treasurer of VP Enterprises?
A. I did not formally put down anything in writing, no, sir.
Q. So you held that office until when?
A. Until the opportunity was closed with Verizon, when we got denied.
Q. Did you write him and tell him that you were resigning -- you didn't tell him that? You admit that you were an officer -- well, let me ask you this. I want to talk -- you were an officer of VP Enterprises when you went down to the bank and signed that account in July, right, and got that five thousand dollars? Put ten thousand dollars into KVP.

A. Sure.
Q. Okay. And that account was open from the time of rejection letter until at least the time you had that account, correct? So you were an officer then, correct?
A. Well, no. I was authorized to sign the bank ---
Q. Do you deny you were an officer when you signed that check?
A. I don't know if I was or if I wasn't.
Q. When you signed that check you knew you were going into business with Corby Phillips, didn't you?
A. Which date?
Q. Whatever date you signed it, June or July of 2008?
A. Sure.
Q. You -- okay. And you admit that you did not tell him when you were talking to him then, because you had conversations with him then for sure about that check, and you admit that you didn't mention one word to him about Corby Phillips in that time-frame, correct?
A. I agree.
Q. All right.

MR. GILREATH: Hold on a minute. Let me meet with my crowd a minute.

THE COURT: All right.

MR. GILREATH: It's about wore me down, Judge.

THE COURT: You're like a diesel engine, Mr. Gilreath.

MR. GILREATH: I don't know.

(Pause)

MR. GILREATH: Judge, I think -- I've got three short questions.

THE COURT: Well, I think this case has taught me, I don't let the group of lawyers go out and decide whether there are any other questions to ask. They're as guilty as you are.

MR. GILREATH: I'll tell you, that's a bad thing to do.

(Whereupon there were discussions between the attorneys off the record)

Q. We had some discussions in one of your depositions about your grades in those business courses. And I believe you told me you made an A, didn't you?

A. On my project, yes, sir.

Q. Well, doesn't the document that's in the record show from Professor Jeff Smith, according to his letter, you made a B? That was in the course? You made a B in the course, didn't you?

A. I believe so.

Q. And you made a D in the course on statistics in business -- in school, didn't you?

A. I believe so.

Q. D as in dog. Okay. And the reason ---

MR. STEPHENSON: Your Honor, let the record reflect, I

did, too.

MR. GILREATH: I'm not going to talk about mine. I'm going to take the Fifth Amendment on those questions.

THE COURT: Stephenson was at night school, too.

Q. Isn't it true that the reason you didn't want your name on the application with Corby Phillips was because you had been fired from Verizon?

A. No, sir.

Q. Okay. And isn't it true that you were afraid that you'd get denied again because your name was on the first application and you don't -- you do admit your name was on, I think it was actually on the business plan or either application for VP, correct?

A. My name was on the application, yes, sir.

Q. And that one got denied. So -- and you knew you had been -- you'd actually been fired when that one went in, right?

A. I'm sorry, say that again.

Q. You'd been fired when that one went in, hadn't you?

A. The first one?

Q. Yeah.

A. Yes, sir.

Q. You don't think that you owed any duty to my client because you were a promoter back then, weren't you? You were a promoter when y'all sent this thing in, weren't you?

A. Sure.
Q. And you didn't disclose to my client as a promoter that the entity that he was sending the application into, you had been fired from? You didn't tell him that, did you?
A. I did not.
Q. All right. Thank you. No further questions.
THE COURT: How about it? Redirect? Anything?
MR. STEPHENSON: I just got one question.
THE COURT: Yeah.
MR. STEPHENSON: It is, one question.

Redirect Examination by Mr. Stephenson:

Q. Krish, I'm going to show you Defendant's trial document 225 and 226. And that is a letter on Allan Hill's stationery stating that you'd bought Corby out that date. Is that what happened?
A. Yes, sir, that's correct.
Q. All right.
MR. STEPHENSON: That's all I got.
MR. GILREATH: I don't have any questions.
THE COURT: Okay. Thank you. You can step down.
A. Thank you.
THE COURT: Call your next witness.
MR. STEPHENSON: We are done, Your Honor. I have to publish a couple of things.
THE COURT: Okay.

MR. STEPHENSON: This is just -- I want to make sure it's in the record that -- because it's on Verizon's documents. Mr. Patel pled guilty to something before Judge Cagle. There's the lawsuit with all of the allegations in it by Rodney Pillsbury was not dismissed until May 22nd. I'm going to hand them up.

The credit card company sued him in 2007.

MR. GILREATH: Your Honor, I object to that. He ---

MR. STEPHENSON: Public record.

MR. GILREATH: Well, ---

MR. STEPHENSON: Then he filed a lawsuit in 2006. And he filed another lawsuit in 2008 against Applied Engineering Solutions. They're public record. I believe you can take judicial notice of all that litigation.

THE COURT: Okay.

MR. STEPHENSON: That concludes our case.

THE COURT: All right. Y'all got any reply?

MR. GILREATH: No, Your Honor.

THE COURT: Okay.

MR. GILREATH: I talked with Mr. Stephenson, and what I would ask the Court because of the lateness of the hour, I'm not really in any ---

THE COURT: I'm not going to rule right now.

MR. GILREATH: Okay.

MR. MATHIAS: And, Your Honor, just ---

MR. GILREATH: Good. What I was going to suggest is something he and I talked about, it's up to you, is if you want a closing argument, we could maybe get on the calendar sometime later and have closing arguments. And we would like to have an opportunity to reply to that brief they filed and argued here on the -- at the end of our case.

MR. MATHIAS: And, Your Honor, while he's on that topic, we renew that motion here and rely on the same reasons that Mr. Cable argued and the reasons that are in the brief. Given the hour, he can present the argument again, but given the hour, I don't know ---

THE COURT: He ain't going to tell me anything I haven't ---

MR. GILREATH: I incorporate my -- I'm not going to argue anymore.

THE COURT: Okay. You all want to make a closing argument? No.

MR. GILREATH: I don't want to make one today. If you don't want -- if you don't think you need one, we won't make one.

THE COURT: Okay.

MR. GILREATH: Can we give you some papers on these motions they filed?

THE COURT: Yeah, yeah. I told you I'd give you a chance to reply to that. Yeah.

MR. GILREATH: Okay.

THE COURT: Okay. Anything else?

MR. GILREATH: We'll give you anything you want. If it's reasonable.

MR. STEPHENSON: Your Honor, if you don't think you need closing arguments with post trial briefs -- it'll save us work. If you think you've heard it and understood it, ---

THE COURT: I think -- yeah. I think it's pretty well ---

MR. STEPHENSON: I certainly don't want to preclude them from responding to what we've filed.

THE COURT: Right. I'm going to give them that opportunity.

MR. STEPHENSON: Yes, sir.

THE COURT: How long is that going to take?

MR. GILREATH: This is my brief writing man right here.

THE COURT: Til when?

MR. HOGAN: Whatever time you need it in. I could have it in by fourteen ---

THE COURT: This week?

MR. GILREATH: --- days.

MR. GILREATH: What's today, Tuesday?

THE COURT: How long did it take y'all to write that brief? Ask your brain trust.

MR. MATHIAS: An hour.

MR. GILREATH: Your Honor, we've been going night and day here. I mean, I ---

THE COURT: Yeah, I know. I know. How long do you need? I mean, I ---

MR. GILREATH: Could we have a week?

THE COURT: Okay, a week. That's effective -- I'm just telling you, I'm going to be out of the circuit. So it isn't going to get looked at. So don't expect any lightening ruling. Okay.

MR. STEPHENSON: Any idea, Your Honor, when you might rule?

THE COURT: Yes, I do have an idea. Sometime before the end of the year. Nah, I mean, it'd be sometime fairly quickly after I get all the -- get that in.

MR. STEPHENSON: Thank you, Your Honor.

THE COURT: Okay. Let me talk to the two -- y'all come up here.

(Whereupon court was in recess at 5:34 pm)

(Whereupon court reconvened at 5:39 pm)

THE COURT: The court reporter's tried to go through all the notebooks and the exhibits and -- she can't -- she hasn't been able to go through them all. All we want is a certification from the lawyers that the documents that have been -- all of the exhibits that you all have been referring

to are in the -- are in the notebooks that have been provided to the court reporter.

MR. STEPHENSON: I so certify. If any one got left out, Jim and I will work it out. All the documents in the notebooks are in evidence.

THE COURT: Okay. All right. Very good.

(Whereupon Defendants' exhibit 235 was marked and admitted into evidence)

(Hearing ended at 5:41 pm)

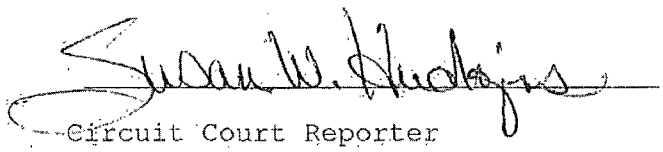
(End of requested transcript of record)

Certificate of Reporter

I, the undersigned, Susan W. Hudgins, Official Court Reporter for the Thirteenth Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings had and evidence introduced in the trial/hearing of the captioned case, relative to appeal, in the Circuit Court for Greenville County, South Carolina, on the 21st - 22nd day of July 2014.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

October 23, 2014



Circuit Court Reporter

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
CASE NO. 2011-CP-23-7974

CORBY PHILLIPS,
Plaintiff,
vs.
KRISH PATEL, VIJAY PATEL,
KEITH R. GAILEY, and
P COMMUNICATIONS, INC.,
Defendants.

DEPOSITION OF KRISH VIJAY PATEL

DATE TAKEN: November 9, 2012

TIME BEGAN: 9:13 a.m.

TIME ENDED: 2:24 p.m.

LOCATION: Nexsen Pruet
55 East Camperdown Way
Suite 400
Greenville, South Carolina

REPORTED BY: Eileen Thompson, CCR
Gallagher Court Reporting
864-234-5744
VIDEOGRAPHER: Benjamin Weeks

Q. Okay. Were you -- were you an officer of VP Enterprises?
A. I believe on the corporate data sheet, it says I was secretary, treasurer, so that's what I was to VP Enterprises.
Q. Okay. So you would admit that you were the secretary, treasurer of VP Enterprises?
A. That was the title that I was given. Yes, sir.
Q. And you accepted that title, didn't you? You never told anybody you didn't want to be the secretary, treasurer, did you?
A. It was given to me, so I accepted it.
Q. Okay. Good. And the registered office of the corporation, if you look over on page 662, which is the first page of that, is shown as 408 Ashby Park Lane, Greenville, South Carolina, correct?
A. Yes, sir.
Q. That's your home address, isn't it?
A. That is correct.
Q. So even though you might not have had any stock, the registered office was at your house and you have admitted you were the secretary, treasurer of the corporation, correct?
A. I was given the secretary, treasurer role. And I do admit that the initial registered office is 408

Ashby Park Lane, which is my home address.
Q. Okay. While we're talking about the formation of VP Enterprises, who paid Allan Hill for the formation of VP Enterprises?
A. You know, I'm not sure.
Q. Do you think you might have paid it?
A. I can't recall.
Q. Okay. Look at Exhibit 51, which is the last on the bottom of that stack. It's Bank of America statements that Mr. Stephenson gave me yesterday. Are you familiar with those documents?
A. No, sir. Actually, I've never -- never seen the bank statements for this -- for this account.
Q. Well, they mailed them to your house, didn't they?
A. Yes, sir.
Q. You just didn't bother to open them?
A. That's correct.
Q. So you never even opened them?
A. No, sir.
Q. All right. When did they get opened?
A. When I handed them to Mr. Stephenson yesterday.
Q. So you were the secretary, treasurer of this organization, and it opened a bank account at the Bank of America, and they mailed the statements to your house and you never even unsealed the envelope,

superseded Number 52. I don't want to waste a lot of them with this, but it says a loan was established August 5, 2008 in the amount of $60,000. Is that correct, to the best of your knowledge?

A. Sure.

Q. Okay. And isn't that the same -- isn't that the same amount as that line of credit that was -- you were trying to get originally in the name of VP Enterprises?

A. I don't believe so.

Q. Excuse me. I had the wrong exhibit.

MR. STEPHENSON:

Just so the record is clear, I'm not sure that they hear you mumbling, but the line of credit was $50,000. This is a loan of $60,000.

EXAMINATION RESUMED BY MR. GILREATH:

Q. I agree. P Communications had a $10,000 business Visa account with BB&T, is that correct?

A. I would agree.

Q. Okay. All right. In connection with the VP Enterprises application to Verizon, you asked Kaj to send you copies of his tax returns, didn't you? Do you remember that?

A. I don't recall exactly when, but I'm sure that that might have been the case.

Q. And you in turn sent those to Verizon, I believe, or did you send them to the bank? Well, I tell you what. Here we go right here. Look at Exhibit 16. That's where you e-mailed Kaj to send his two-year tax return -- send you his two-year tax returns?
A. Yes, sir.
Q. And you said, "I need to e-mail them to Tammy." Who was Tammy?
A. I believe this references to Tammy Blew. She is Kelley Pearson's boss.
Q. So it was your intent to send those to Verizon, correct?
A. It looks like that. Yes, sir.
Q. And did you, in fact, send them to Verizon?
A. I'm sure I did.
Q. Okay. And, in fact, if you look at Exhibit 18, an e-mail dated February 11th, that's an e-mail from you to Kelley and that's where you sent them, is that correct?
A. Yes, sir.
Q. Okay. Turn over to Exhibit 19, February 11th, 2008, Mike Pavlick's letter to VP Enterprises, Inc., your attention. Do you remember receiving that letter?
A. I don't recall exactly.
Q. But would I be correct in assuming that at that

point, BB&T had approved VP Enterprises with a $50,000 line of credit? And there's some e-mails regarding that that are behind that letter.

A. It looks as if so.

Q. Okay. And those e-mails that are behind that at Defendant's Number 77, 78, and 79 and 80, are those e-mails that you sent regarding that line of credit?

A. Yes, sir.

Q. Okay. Now, look over at Number 20, which is a Verizon Wireless letter dated February 26th to VP Enterprises, 408 Ashby Park Lane, attention: Kaj Patel and Vijay Patel. And this is a letter where they said, "We are unable to proceed with an authorized agency agreement at this time." Did that letter, in fact, come to your home address?

A. Yes, sir.

Q. Did you know that letter was coming before you got it?

A. No, sir.

Q. And when you got it, what was the first thing you did?

A. I remember standing on my driveway when I received it and I was just shocked.

Q. Okay. After you got over the shock of initially receiving it, what was the next thing you did?

A. I just swallowed the letter and actually went over to my parents' house.
Q. Wait a minute. You did what with the letter?
A. I just swallowed the information and took it in. And then I remember going to my parents' house.
Q. Going to your parents' house. And who did you meet with at your parents' house?
A. My dad's friends were in town from California. It was actually his birthday. That's why I remember it so vividly.
Q. Okay. And what was their names?
A. Pank Patel and Neely Patel.
Q. Okay. And did you tell your dad what had happened in front of them, or did you pull him aside?
A. I actually didn't tell him that day.
Q. When did you tell him?
A. Probably a couple days after.
Q. When did you tell Kaj that you got this letter?
A. Probably about the same time when I told my dad.
Q. Did you ever give Kaj a copy of it?
A. I don't recall.
Q. Do you remember what you told Kaj?
A. Probably something along the lines that we've been denied for the application for VP Enterprises.
Q. Okay. And do you remember what Kaj told you?

A. I don't recall.
Q. Okay. Well, what -- you got this letter, I take it, probably -- you probably didn't get it on the 26th, but you got it in the U.S. mail, right?
A. It came FedEx.
Q. It came FedEx. So you probably got it the next day, probably like the 27th?
A. (Witness nodding head.)
Q. Once you told your dad, what did he say?
A. I don't recall. I mean, you know, we were all just surprised.
Q. Did you talk to your mom about it?
A. I'm sure I did.
Q. Do you remember anything she said?
A. No, sir.
Q. Well, what did you decide to do after you got over the initial shock of it?
A. I was pretty persistent trying to get a hold of Verizon.
Q. And who were you trying to get a hold of?
A. Any of the two to three contacts that I had from these meetings.
Q. Did you ever get a hold of any of them?
A. I think after a week, I finally got a response.
Q. And what did they tell you -- and who did you talk

with?
A. Tim Butler.
Q. And what did he tell you?
A. He said that from what I remember, something along the lines of all the decisions are made out of headquarters, you know, and he has no authorization to get the information.
Q. Okay. Where is Mr. Butler located?
A. In Greenville.
Q. Is he still here in Greenville?
A. I believe so.
Q. And so what was the next thing you did?
A. I just was hoping to get some type of answer from Verizon.
Q. I think you testified earlier you never really did get an answer, did you?
A. That's correct.
Q. So what was the next thing you did?
A. It was case closed.
Q. Case closed. When did the case open?
A. I guess on January 24th, 2008.
Q. Wait a minute. This is February 26th, 2008. You said, "case closed." I said, "When did the case open?"
A. I thought you meant when did it originally open.

Q. Oh, excuse me. Well, my question really is what was the next thing you did? Well, let me withdraw that.

Did you -- did you call Kaj and tell him you had gotten this letter?

A. About a few days after I received it. Yes, sir.

Q. Do you recall any of the details of the conversation you had with him about the letter?

A. No, sir.

Q. Okay. Okay. What was the next thing you did?

A. Do you mind if I ask after what occurrence?

Q. After this -- after you talked with Tim Butler -- I tell you, let's just look over at Exhibit 22. And if you look at Exhibit 22, that's an e-mail dated April the 7th, 2008 from Kelley Pearson to Tammy Blew that has attached to it below is actually an April -- Saturday, April 5th e-mail from Corby Phillips to Kelley Pearson and says, "Per our conversation, you requested a business plan for my agent stores here in the Upstate. Attached is that business plan." Do you see that?

A. Yes, sir.

Q. And apparently then Kelley forwarded that to Tammy Blew on Monday. Now, so it's pretty obvious to me that at least by April the 5th, which was a little over a month after you got this February 26th

letter, that Mr. Corby Phillips has somehow gotten in the picture and has come up with a business plan that he has sent over to Kelley Pearson. Would you agree with me on that?

A. Yes, sir.

Q. And can you tell me when you first met Mr. Corby Phillips?

A. Regarding this, or for the first time?

Q. For the first time -- how did you get to know him?

A. Corby owned the Roly Poly shop next to the Verizon that I worked at on Woodruff Road and it was directly next door. And he was the owner, and that's how I got to know him. And then --

Q. Okay. When did you first have a conversation with Corby Phillips about becoming a -- about Mr. Phillips becoming a Verizon agent?

A. Probably about a month after I got the letter.

Q. About a month. So you think it was, like, March the 26th?

A. It could have been around that date.

Q. Okay. And tell me, as best you can recall, what you and he talked about in that first meeting where you discussed this agency with Verizon?

A. Corby and I had already done some business together on the real estate side. And so I contacted him and

asked him if he was interested in making some money and helping me out with an opportunity.
Q. And what did he say?
A. He said, "Sure."
Q. And did you -- what was the opportunity you were mentioning to him?
A. The formation of a Verizon Wireless retailer.
Q. Okay. Did you tell him that you already had a corporation called VP Enterprises that you had made an application for and had been turned down?
A. I believe so.
Q. Okay. Did you tell him that VP Enterprises already had a business plan for a Verizon store that had been sent to Verizon?
A. I believe so.
Q. And did you show him a copy of that business plan?
A. Sure.
Q. And did you not understand that that business plan was prepared by you and Kaj as agents of VP Enterprises and that that business plan was the property of VP Enterprises?
A. Since I was the author of the business plan, I figured I could do whatever I want with it.
Q. Did you get any legal advice on that point?
A. No, sir.

Q. You wouldn't deny that that business plan --
MR. STEPHENSON:
3.
EXAMINATION RESUMED BY MR. GILREATH:
Q. -- was sent to Verizon on behalf of you and Kaj? It doesn't just have your name on it, does it? Look at Number 3.
A. Okay.
Q. It's got Kaj's name on there, doesn't it?
A. Yes, sir.
Q. Did you call up Kaj and say, "Hey, Kaj, I got this guy over here that I believe we could get to help us on this store and I want to let him send a business plan in with his name on it." Did you make that call to Kaj?
A. No, sir.
Q. Why didn't you?
A. Well, Mr. Gilreath, the way I see it is I'm the one who made the business plan. We made a very, very strong attempt to get approved by Verizon with VP Enterprises. And once they denied that application, everybody a part of that application that was on the application got denied, so why would I want to involve someone else is what I was thinking from that original application.

A. No, sir.
Q. Oh, your dad didn't know anything about this? Your dad didn't know anything about any of this, is that your testimony?
A. I'm sure he knew about it once I was, you know, moving forward.
Q. When did he first know about it?
A. I'm not sure.
Q. What was your dad's involvement in this P Communications as it went forward?
A. Nothing.
Q. He didn't have anything to do with it?
A. No, sir.
Q. He didn't have anything to do with when you set that first store up?
A. My dad was not a partner of P Communications.
Q. That wasn't my question. My question was your dad -- you're saying your dad didn't have anything to do with setting up that first store?
A. In what format?
Q. In any format.
A. Well, sure.
Q. What did he do?
A. He gave me support as a father.
Q. Well, I mean, what kind of support?

A. "Whatever encouragement you need, son, I'm here for you."
Q. Well, what else? What did he physically do? I mean, did he go down there and help you do anything getting the premises ready or anything like that, or did he just kind of sit back and give you fatherly advice and encouragement?
A. It was actually a little bit of both.
Q. Well, tell me what that was. Other than the fatherly encouragement, what else did he do?
A. Through the 15 years of hotel ownership and management my dad has had, he's made some connections in the construction business, so he's got my lined up with some people that he knew.
Q. Okay. Now, we're in agreement that your dad was a partner with Kaj, aren't we?
A. Yes, sir.
Q. No question about that. Can you give me any explanation of why he didn't pick up the phone and call Kaj and say, "Hey, Kaj, you know that business we were going to try to do, well, Krish has got one going over here and I'm down here getting the store built out. I just wanted to let you know." You didn't tell him that, did you?
A. No, sir.

your testimony here under oath today?
A. My testimony is that it is my business plan because I created it.
Q. Have you got any legal opinions to that effect? Did you ever go talk to a lawyer about that?
MR. STEPHENSON:
I object.
MR. GILREATH:
You can go ahead and object, but he can answer the question.
MR. STEPHENSON:
No. You're asking about whether he talked to a lawyer. Do you remember our discussion yesterday? You wouldn't let me ask anything about a lawyer.
MR. GILREATH:
Are you instructing him not to answer?
MR. STEPHENSON:
No, I'm not. I'm objecting.
MR. GILREATH:
Well, I know that. And I would commend you that this is your first objection.
EXAMINATION RESUMED BY MR. GILREATH:
Q. My question is did you ever talk to a lawyer about whether this was your business plan, or not? I

go subpoena Mr. Smith and see perhaps if he has a copy of it and then we'll maybe send you something on that.

Now, let's go back -- I think I've already asked you this, but you never asked your dad if you could let Corby Phillips use the business plan that had his name on the front page, is that correct?

A. That's correct.

Q. But somehow because your name is on the last page as the business manager, you take the position in this lawsuit, as I understand, it's your position that that's your business plan, is that correct?

A. Mr. Gilreath, I've already answered this question. I told you I made the business plan. That's why I take ownership.

Q. But is it your position, Mr. Krish, that that is your business plan and that you have ownership of it?

A. That's correct.

Q. Okay. All right. Let's look at Number 23. This is a Verizon Wireless Agent Business Plan. It's got, "Corby Phillips, April 4th, 2008." Who prepared that document?

A. It looks like this was also my business plan.

Q. I didn't understand you. Your business plan?

A. Yes, sir.
Q. Did you prepare it?
A. Yes, sir.
Q. Okay. And you sent it -- and you had Corby -- and you gave it to Corby and Corby sent it to Kelley -- to -- he sent it to Kelley Pearson, correct?
A. I believe so.
Q. Okay. Did you tell Corby that this was virtually the same business plan that you had sent in on behalf of VP Enterprises?
A. Yes, sir.
Q. Okay. Is your name in that business plan? I don't believe I saw it in there.
A. No, sir.
Q. Okay. Well, why didn't you put your name on there, because you put it -- you put it over there on the last page of the one that Vijay and Kaj sent in?
A. I'm not sure.
Q. You're not sure. Were you trying to hide from Verizon the fact that you were involved in this arrangement?
A. I don't recall.
Q. And you don't recall why you didn't put your name on there, correct?
A. Yes, sir.

A. I don't recall.
Q. You don't recall. Do you -- did you ever have a meeting with Allan Hill that related to any business of P Communications?
A. Yes, sir.
Q. And tell me about that. And I'm talking about in this time frame now in the late April, early May 2008 time frame when this corporation was formed. Did you have any conversations or meetings with Allan Hill?
A. I believe after the corporation was set up, I'm sure Allan and I had some discussions about some agreements that Corby and I were working on.
Q. Okay. And tell me about those agreements that you and Corby were working on. Do you remember what they were?
A. I remember something along the lines of Corby was going to get the application submitted for Verizon Wireless and Corby was going to help initiate that procedure. And then once and if the business moved forward, then we needed to have some type of agreement which I can purchase Corby's share and ownership of the company.
Q. So would it be fair for me to conclude that Corby was really just a straw man in this deal?

A. If that's the way you want to see it.
Q. Well, would you agree with me? I mean, if I understand what you just said, he was kind of there to get the approval from Verizon, and as soon as P Communications got the approval, he was going to kind of step out the back door and you were going to step in the front door, correct?
A. Assuming that Verizon would allow that.
Q. Okay. So you wouldn't disagree with my conclusion that he might perhaps be characterized as a straw man?
A. Sure.
Q. Now, and let's look over here at Exhibit Number -- well, let me just go back here and ask you. Did you bother to pick up the telephone or write a letter or an e-mail to this Kelley Pearson woman and tell her hey, this guy -- or tell her that this guy, Corby Phillips, you're dealing with, he's really my straw man? You didn't tell her that, did you?
A. No, sir.
Q. Do you think that's something she might have wanted to know?
A. I'm not sure.
Q. And, of course, you never picked up the phone and called Kaj, whose name is on the front page of your

business plan, and told him that you've got this straw man, Corby Phillips, that you've now involved with Verizon, you never made that call either, did you?

A. No, sir.

Q. Okay. And let's look over on page Exhibit 28. And I will represent for the record that rather than burden y'all with about an inch of documents, I put in the front page and the last page of about a 48 or so long document. This is the application that Corby signed with Verizon on June the 27th, '08. Are you familiar with that application?

A. Yes, sir.

Q. Did you help him fill it out?

A. No, sir.

Q. Okay. Look over on Number 29. And it says, "List all agent principals with 20 percent or more ownership," and somebody put in there, "Corby S. Phillips." Do you see that?

A. What page?

Q. VZW298.

MR. STEPHENSON:

What number?

MR. GILREATH:

It's Exhibit 29, page VZW298, number D at the

thing, if you can. If you can't, that's fine. Tell me one thing that you told my client would have let him know that you were pursuing this business opportunity with Verizon Wireless, one thing, if you can?

A. I can't recall a certain point.

Q. Okay. The truth of it is, Mr. Krish, is you didn't want him to know, did you?

A. No, sir. That's incorrect.

Q. That's incorrect. Well, then if you didn't want him to know, why didn't you tell him? I mean, if you say that's incorrect, then why didn't you tell him?

A. The arrangement we had to start VP Enterprises to start a Verizon Wireless was fought for extremely hard by myself, and it got denied by Verizon Wireless because of my father and because of your client and that was case closed.

Q. Okay. At least we got an agreement that it was denied because of your father. But now you --

MR. STEPHENSON:

I object. He didn't say that.

EXAMINATION RESUMED BY MR. GILREATH:

Q. He just said it was denied because of his father and because of my client. Isn't that what I heard you say?

MR. STEPHENSON:
You just said that it was denied because of his father, so you mischaracterized his testimony.
EXAMINATION RESUMED BY MR. GILREATH:
Q. No, that's part of his answer. Didn't you just in answer to my recent just last question before he interrupted me and got my train of thought interrupted, which I don't like a lawyer to do that. He knows better than that and that's why he's doing it, but off the record. Didn't you say that it got denied because of your father and Kaj, is that correct?
A. I'm sorry. Let me reanswer what I said.
Q. By all means.
A. The VP Enterprise application was sought -- was fought for extremely hard by myself to get the Verizon Wireless license, and it got denied because of your client, Pankaj Patel, and my father.
Q. Okay. So you're now saying it got denied because of both of them?
A. That is correct.
Q. All right. Tell me, if you can, what you are relying on or why you're saying it was denied because of my client. What did he do -- what was in that paperwork or whatever that you know of that

application and it got denied.

Q. So in your mind, that gives you the right to write him off, take his business plan that he drew up every bit as much as you did, and go give it to Corby Phillips, and set up your own store and just send him packing, is that correct?

A. That's incorrect, Mr. Gilreath.

Q. All right. If that's incorrect, tell me what's correct -- incorrect about it.

A. The fact is that VP Enterprises was denied of an authorized agency with Verizon Wireless with the applicants Vijay Patel and Pankaj Patel in no particular order. That application was denied. The business plan was my idea. I was always the brains behind the operation. I was the one with the experience. I was the one with the knowledge. I was the one with the expertise. I was the one who knew how it would all come together. I was the one who knew all the profitability. I was the one who knew all the locations. I was the one with four years of retail experience with Verizon Wireless and additional four years prior retail experience. I was the one who made all this happen.

Your client and my father got denied of a Verizon Wireless application. After that was done,

it was case closed. I moved on and looked for another opportunity.

Q. Okay. Now that you've made that little speech, let's talk about what you told Kaj that night over at your daddy's house. And you said I couldn't get you in this deal now, but I got this guy named Corby. And as soon as I get rid of Corby, we're gonna get you back in. Now, didn't you tell him that?

A. No, sir.

Q. So Corby was lying when he said that in here yesterday, is that correct?

A. I don't -- I don't know exactly what you're talking about.

Q. Well, you tell me then, because the jury is going to want to get to the bottom of this. And we know what Corby said, okay? Now, I want to hear your version of what -- and we know what Kaj said. And Kaj pretty well said the same thing Corby said. So I want to hear what you said, because -- and then we will let the jury figure out who is telling the truth.

So you tell me your version of what happened that night when you came home and my client found out for the first time that you had gone behind his

back I think is the way he said it and set this store up. What did you tell him? Do you deny that you told him he was going to come back in when you got rid of Corby?

MR. STEPHENSON:

I would object. You made a speech about five minutes long and had about six questions in it, and I don't even know what the question is.

EXAMINATION RESUMED BY MR. GILREATH:

Q. I'm trying to get him to tell me, and my question to you is very simple. Tell me what happened that night when you walked in the door and he found out what had happened, what did you tell him? Just tell me that. Tell the jury.

A. Well, I would like to let it be known that I told him that I just came home from a Verizon Wireless grand opening, and that I joined with another individual that got a Verizon Wireless license.

Q. So you told him you joined with another individual?

A. Sure.

Q. Did you tell him that you had helped that individual start that corporation and that the name of it was P Communications? You didn't tell him that, did you?

A. I don't recall.

Q. Well, what else did you tell him after you told him

A. I did hear his testimony yesterday.
Q. All right. Do you disagree with that testimony?
A. I do.
Q. All right. Tell me your version of that testimony. Tell me what you told him.
A. I believe I just answered that in the last question.
Q. I don't think you did. I'm sorry. I didn't hear you if you did, so tell me again. I want to know after you told him -- you got there and you told him you got back from your grand Verizon -- I mean, your grand opening, so tell me the next thing you told him.
A. I told him that I had joined with another individual that obtained a Verizon Wireless license.
Q. Okay. All right. What else did you tell him?
A. I don't recall.
Q. You don't recall. Do you deny that you told him as soon as you could get Corby out, you would get back with him and y'all would go back on to do the VP Enterprises deal, do you deny that?
A. Actually, I do deny that, but I do remember telling your client, Mr. Pankaj Patel, that if there was an opportunity down the road for him that I would let him know.
Q. So that's all you -- so that's your version of the

story is that you said, "If there's an opportunity down the road, I'll let you know," and that's all you ever told him? That's your version, correct?
A. I do remember stating that point.
Q. Did you tell him anything else?
A. Not that I can recall.
Q. Was he -- did he just say that's -- what did he say when you told him that, if you remember?
A. To which statement?
Q. To what you just said, "That if there's an opportunity down the road, I'll let you know." Did he say anything after you told him that?
A. I can't recall exactly what he said, but I'm sure he said, "Okay, you know, keep me posted." I'm sure that's what he would have said.
Q. Did you bother to tell him that you had virtually copied verbatim the business plan that the two of y'all had drafted up for VP and that was sent to Verizon? Did you tell him you had taken that business plan and given it to Corby and let Corby send it in on the new company, did you tell him that?
A. No, sir.
Q. And when you told him that you had joined in with this guy, did you tell him that you had had that

A. Him and I had made some arrangements for his future of the company and his employment and we worked something out.
Q. And what kind of arrangements did y'all make?
A. That he would be the director of sales for the organization and he would be essentially the right hand to me.
Q. And he was going to sell all his stock?
A. Yes, sir.
Q. Why was that a good deal for him?
A. A little more aggressive payout with no risk and no liability.
Q. And what did you pay him for his stock?
A. I don't remember.
Q. Well, look at Number 43, page 617 says he desires to sell 40 shares for $5,000. Is that what he got?
A. That looks -- looks to be correct.
Q. So he was kind of short-lived as a stockholder, wasn't he? He came in in November and he's out the door by the first of the year, correct?
A. Yes, sir.
Q. And you got the whole shooting match at that point, correct?
A. I then became the sole shareholder of P Communications. Yes.

Q. And what, if anything, did you do -- well, when that happened, what, if anything, did you do with Kaj Patel to see if maybe you could go forward with him at that point?
A. Nothing.
Q. Did you ever tell Kaj Patel after Mr. Gailey got out that you now had 100 percent of this corporation, that this guy Corby who you had mentioned to him was in, did you ever tell him you had gotten total control of it at that point?
A. I may have. I don't recall.
Q. You may have. He says you didn't. Do you believe him, or do you not believe him?
A. Well, I don't want to get into my opinion at this point, but I'm just telling you that I may have told him.
Q. Can you tell me where you were when you told him?
A. No, sir.
Q. Can you tell me when you told him?
A. I don't recall.
Q. Can you tell me who, if anybody, was present when you told him that?
A. I don't know.
Q. And if you told him, can you tell me how you told him? Did you tell him on the telephone,

Wireless plan, the business plan, formed the corporation, sent the application in, opened the bank account, got a line of credit, that y'all were effectively partners or promoters that intended to go into the Wireless Verizon store business?

A. At the time of when?

Q. When you first started from back into December of '07-January '08 time frame. Was that your -- was that y'all's indent?

A. Our intent was to establish a Verizon Wireless retail relationship. And I wasn't a partner, but Pankaj Patel and my father were the two partners, and that was our intent to create that.

Q. But you were in it with them effectively as a promoter or one of the principals involved in it, maybe not telling Verizon for reasons we all have already discussed, correct?

A. No, sir. I wasn't a principal and I wasn't a partner, I was an employee, but yes, I was a promoter.

Q. You were a promoter. Okay. Where is Keith Gailey now?

A. Probably at work.

Q. And where does he work?

A. Wireless Communications.

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE CASE NO. 2011-CP-23-7974

CORBY PHILLIPS,
Plaintiff,
vs.
KRISH PATEL, VIJAY PATEL,
KEITH R. GAILEY, and
P COMMUNICATIONS, INC.,
Defendants.

DEPOSITION OF VIJAY RAOJIBHAI PATEL

DATE TAKEN: November 9, 2012

TIME BEGAN: 2:34 p.m.

TIME ENDED: 3:08 p.m.

LOCATION: Nexsen Pruet
55 East Camperdown Way
Suite 400
Greenville, South Carolina

REPORTED BY: Eileen Thompson, CCR
Gallagher Court Reporting
864-234-5744
VIDEOGRAPHER: Benjamin Weeks

Q. But the three of y'all came up with this plan to start a Verizon Wireless freestanding store business, correct?
A. Yes.
Q. Okay. Now, and y'all formed a corporation called VP Enterprises, Inc., correct?
A. Yes, sir.
Q. And you were to be one of the stockholders of that business, correct?
A. Yes.
Q. And Kaj was going to be the other stockholder, correct?
A. Yes, sir.
Q. And y'all went to attorney Allan Hill. He helped you with it?
A. Yes.
Q. Did you ever meet with Allan Hill about the formation of this corporation?
A. No, sir.
Q. Who handled all the dealings with Allan Hill, if you know?
A. It was my son, Krish.
Q. Okay. And shortly after that corporation was formed, your son filled out some paperwork with Verizon to get VP Enterprises licensed, or whatever

you want to call it, as an agent or to allow them to open some Verizon stores with Verizon. Are you familiar with that?

A. Yes, sir.

Q. And you signed a -- some paperwork that he prepared. Do you remember that?

A. Yeah, he prepared the paperwork. Yes.

Q. Okay. And if you look in Exhibit -- let's see. Exhibit 6, I believe it is -- no, 9. Excuse me. Exhibit 9. Next to the last page of Exhibit 9, you've got VZW44 on it. Do you see that? Turn to the last page of that -- next to the last page. It's got personal history questionnaire on it. Do you see that. It's got your name at the top?

A. Yes.

Q. And if you look over on -- and that -- and that is attached to a page in front of that, which is an authorization for release of information. Is that your signature? And that's on page VZW43. It says, "To Whom It May Concern. I, Vijay Patel," so and so.

A. Yes.

Q. And that's your signature?

A. That is correct.

Q. Okay. And on page 3 -- excuse me, the next page

over in question three entitled, "Criminal History," it says, "Please list the locations and dates --

MR. STEPHENSON:

Jim, would you mind telling him the page number on the bottom?

EXAMINATION RESUMED BY MR. GILREATH:

Q. Yes. 44, VZW44, the next to the last page. Question three, "Criminal History." And somebody wrote in there, "None." Do you see that?

A. Yes.

Q. Is that your writing or Krish's writing?

A. That's not my writing.

Q. What?

A. That's not my writing.

Q. Okay. Were you aware that you were telling Verizon Wireless that you did not have a criminal record?

A. I didn't say that. I just signed the paper.

Q. Okay. Do you remember -- but you knew at that time that, in fact, you did have a criminal record that's related to this shoplifting conviction, correct?

A. Yes, sir.

Q. Did Krish know that?

A. No.

Q. Okay. All right. Was the deal between you and Krish going to be that basically even though you

were a 50 percent stockholder that the two of y'all would be 50/50 in this deal?
A. Corrects.
Q. Okay. And so the two of y'all were 50/50 or 25 percent each and Kaj had 50 percent, correct?
A. No, we were 50/50.
Q. Yeah. But, I mean, Kaj had 50 percent and you and Krish were 50/50 or 25 percent each for a total of 100 percent, correct?
A. Yes.
Q. Okay. Now, when did you find out that Verizon had turned down this application?
A. Right after we submit application, after a few weeks or maybe a month or so, we came to know about that.
Q. What?
A. After a few weeks or about a month or so, we got the response from Verizon.
Q. Okay. And I think Krish has testified that he came over to your house and told you about it, correct?
A. Yes.
Q. Did he tell you what he wanted to do?
A. Yes.
Q. What did he say?
A. I mean, he said, "I just need your help," just while he was ex-employee of Verizon because he worked

him a check.
Q. All right. Do you think the last check you paid him was in 2008 or 2009?
A. '09.
Q. Okay. When did he first tell you, "I've gotten approval from Verizon. I'm going to be able to open a store." When did you first know that?
A. I don't recall that.
Q. Well, he had his grand opening on Saturday, October the 18th. Do you remember that date?
A. Yeah. I just go by there.
Q. Okay. And isn't it true that you actually, because of contacts you had through your hotel business, that you helped him with contractors and all that kind of stuff as far as getting that business fitted up and built out and whatever you got to do to open up a store like that?
A. That is correct.
Q. And so you were down there helping him some, right?
A. Yeah.
Q. Did you ever tell Kaj Patel during that time period between February '08 and this grand opening in October that Krish was opening a new store and you were helping him?
A. No, sir.

know.
Q. Okay. Did he ever tell you how much money he had saved?
A. No, sir.
Q. Did he ever tell you that he had to pay Corby Phillips $14,000 in cash?
A. I didn't know about that.
Q. Have you ever heard any conversations between him and Kaj Patel where he told Kaj how much he had to pay Corby?
A. I don't think so.
Q. What involvement, if any, have you had with P Communications going forward since the grand opening of that first store? Did you have anything to do with that?
A. No, sir.
Q. So is it your testimony that you don't have anything to do with P Communications, never had anything to do with it?
A. That is correct until 2010.
Q. Until 2010?
A. October.
Q. All right. And what happened in 2010?
A. Krish asked me that I need your help. He keep telling me for a long time, but I was busy with my

work and I couldn't spend time with it.
Q. And what kind of help did he want?
A. Like, construction work, and some accounting work and stuff like that.
Q. And so tell me what you're doing to help him now?
A. Whenever the new store open, I help him in the construction and accounting a little bit.
Q. Do your people handle all the accounting for his stores?
A. No. We have an in-house accounting department, and we have a CPA that is not in our office.
Q. Do you use an outside CPA?
A. Yes, sir.
Q. And who is your outside CPA?
A. Mr. Dan Jones.
Q. Mr. Who? Dan Jones?
A. Yes.
Q. And so Dan Jones would have all the accounting records for P Communications, Inc.?
A. Yes, sir.
Q. Has Dan Jones done all the accounting for P Communications from day one?
A. As far as when I start joining him, since then I know that he's using Dan Jones.
Q. Do you -- do you believe that your son has treated

STATE OF SOUTH CAROLINA — IN THE COURT OF COMMON PLEAS
COUNTY OF GREENVILLE — CASE NO. 2011-CP-23-7338

PANKAJ PATEL, individually and derivatively on behalf of Nominal Defendant, VP ENTERPRISES, INC.,

Plaintiffs,

vs.

KRISH PATEL, VIJAY PATEL and P COMMUNICATIONS, INC.,

Defendants.

and

VP ENTERPRISES, INC.,

Nominal Defendant.

DEPOSITION OF PANKAJ ARVIND PATEL

DATE TAKEN: November 8, 2012
TIME BEGAN: 10:11 a.m.
TIME ENDED: 1:34 p.m.
LOCATION: Nexsen Pruet
55 East Camperdown Way
Suite 400
Greenville, South Carolina

REPORTED BY: Eileen Thompson, CCR
Gallagher Court Reporting
864-234-5744
VIDEOGRAPHER: Benjamin Weeks

Hill has represented you, is that correct?
A. Yes.
Q. He represented you before you formed VP on other matters, is that correct?
A. Yes.
Q. He represented you on some of your previous businesses, is that correct?
A. Yes.
Q. Has he represented you since?
A. No, I don't believe so.
Q. At the time VP was formed, Allan Hill was your lawyer, your business lawyer?
A. Yes.
Q. How long had you been doing business with Allan Hill?
A. I believe since '94-95 time frame.
Q. And he represented you on forming a number of entities?
A. Yes.
Q. Did he do estate planning for you?
A. No.
Q. What all did he do for you other than form entities?
A. He would give me advice on if I had any questions regarding --
Q. Okay. If you would, turn to page 12. At the top of

page 12, you refer to a lawsuit you filed against an entity called Applied Engineering Solutions?
A. Yes.
Q. What was that lawsuit about?
A. It was about my previous engineering company.
Q. Were you a shareholder in that entity?
A. Yes, I was.
Q. Did you sue the other shareholders?
A. Yes, I did.
Q. What percent of Applied Engineering did you own?
A. 25.
Q. And what was the basis of your complaint?
A. They had gotten together and removed me from the company --
Q. Okay.
A. -- while I was on vacation.
Q. So you were working there, they removed you from the company and you sued them because you were wrongfully removed in your eyes?
A. Yes. Yes.
Q. Did it go to trial?
A. It --
Q. Settled?
A. It was settled in confidence.
Q. Okay. Settled in confidence?

was an entity that he had bought into with somebody, and that somebody's name was Corby. That's all I knew at that time. And that he had bought into another company --

Q. All right. Well, you knew --

A. -- not something he had formed.

Q. Okay. You knew that he was doing business and had ownership in an entity that owned Verizon stores, correct?

A. Right.

Q. And you had known that for some time?

A. Since his first grand opening.

Q. Okay. First grand opening. We will get to that. At this celebration, you talked to Krish about the possibility of you guys, you and he, buying some different stores in the Columbia area, is that what you're telling me?

A. Yes.

Q. Okay. We'll get to that. Did Monty talk at this celebration?

A. I don't know. I don't believe so. I didn't know -- that's the first time I had met Monty I believe.

Q. That's the first time you had met Monty?

A. Yes.

Q. You didn't know Monty previously?

A. I don't believe so.
Q. All right. If you would turn to page 4. Interrogatory number 4, I ask you to identify the businesses that you had been involved in previously, and you identified a number of businesses?
A. Right.
Q. I don't want to go into too much detail, but you talk about Global Connections, somebody that bought and sold art. That's out of business now?
A. No, it's not.
Q. It's not?
A. No, it is not.
Q. It's still in business?
A. No, it's not a functional business.
Q. Okay. It went away?
A. Yes.
Q. Did it make money? Not really?
A. It probably did.
Q. A little bit?
A. I don't -- I don't recall exactly how much it made.
Q. All right. Intuitive Business Solutions?
A. It should have been Intuitive Business Systems, I believe.
Q. Okay. Does that still exist?
A. No, it does not.

Q. Did it go out of business?
A. Yes. We closed it.
Q. Okay. You didn't sell it, you closed?
A. Right.
Q. And your partner was somebody named Vipul Patel?
A. Yes.
Q. Where was it located?
A. Where was what located?
Q. Intuitive Business.
A. It was -- it was a software company that I ran out of my house.
Q. Okay. But it's out of business now?
A. Yes.
Q. It didn't make money? Maybe a little bit?
A. No, we did not pursue marketing the systems that I developed for that market.
Q. Arman still exists today?
A. Yes.
Q. Does Arman file a tax return?
A. Yes.
Q. Has Arman filed tax returns every year since it was founded in here it says 1994?
A. I believe so. I'm not sure between that time period of 2000 -- sorry, 2000 and 2004 when I was with Intuitive Solutions

Q. Is Mukund Desai your accountant?
A. Not currently.
Q. Was he your accountant?
A. Yes.
Q. When did he cease being your accountant?
A. Sometime around 2007, maybe '08. I don't recall exactly that date.
Q. Why?
A. I was in a project at Fluor doing work in Puerto Rico and there was some tax issues that -- specifically to Puerto Rico that we weren't sure that he would be able to handle it, so I had to use a different accountant.
Q. Who is your accountant now?
A. Rhonda Johnson.
Q. Has Rhonda Johnson been your accountant ever since you quit using Mr. Desai?
A. For this company, yes.
Q. Where is Rhonda Johnson located?
A. On the street off of Woodruff Road.
Q. In Greenville?
A. Yes, in Greenville.
Q. The next entity you mention is Applied Engineering Solutions, Inc. That's the entity that you brought a lawsuit against your co-shareholders?

A. Yes.
Q. And you sold your interest to them?
A. Yes.
Q. Blue Heaven Associates. Does that still exist?
A. Yes, it does.
Q. And if I understand it correctly, Blue Heaven Associates owns A hotel in Chapel Hill and you're one of the owners?
A. Yes.
Q. And Mr. Desai invested with you?
A. Yes.
Q. Do you still maintain a relationship with Mr. Desai today? Are you and he friends?
A. Yes, we are.
Q. Do you invest together today?
A. We haven't invested except for those in a while except for that and Carolina Properties.
Q. The next entity you mentioned is Richland Enterprises, which owned a Sleep Inn in Columbia. Does that still exist?
A. No. My share in that was sold.
Q. To whom?
A. I can't remember.
Q. All right. The next entity is Carolina Properties, which owns a Days Inn. Does it still exist?

A. Yes, it does.
Q. Do you still own that?
A. Yes.
Q. One of the owners?
A. Yes.
Q. Along with Mr. Desai?
A. Yes, I believe so.
Q. Granite Distributors. Does that still exist? Does it do business?
A. It doesn't do business. Right. It doesn't do business.
Q. When did it quit doing business?
A. I really don't recall, but probably 2004 or '05 time frame.
Q. What did you do, buy countertops, is that what it was?
A. No. We imported granite from China.
Q. For what?
A. We were to supply them to Home Depot.
Q. For countertops?
A. No. These are 12-inch tiles for flooring and --
Q. Flooring?
A. -- and putting on countertops.
Q. It's not in business today?
A. No.

Q. Was it a success?
A. We didn't lose money, so I don't know what your definition of success is.
Q. Well, that's sometimes a success if you don't lose money. Did it make money? Maybe a little bit?
A. Yeah.
Q. But you quit because it was not profitable?
A. No.
Q. Why did you quit?
A. We quit because one of the key things was my wife's uncle who was -- had a position at Home Depot, and he was going to try to get us to be one of the suppliers. And he retired prior to our shipments coming in and while we were, you know -- when we had our first shipment come in.
Q. The first shipment, was it sold to Home Depot?
A. No.
Q. Okay.
A. It was a trial shipment to do costing structures and so forth.
Q. All right. KVP. As I understand it, KVP is an entity owned by now you and Krish?
A. Yes, I believe so.
Q. When it was formed, it was you, Krish and Vijay?
A. I believe so.

Q. And that entity owns a house?
A. Yes, it does.
Q. And that's all it owns is one house?
A. Yes, I believe so.
Q. Did Allan Hill form that entity?
A. Yes, he did.
Q. Isn't it true that the only investment you have today with my clients, and that would be Krish and Vijay Patel, is KVP?
A. Right now?
Q. Yes.
A. Yeah. My investment was with VP Enterprises and --
Q. VP aside --
A. Okay.
Q. -- the only investment you have with them --
A. The other one.
Q. -- is KVP?
A. Yes.
Q. Isn't it true that's the only investment you ever had with them other than KVP?
A. That's true.
Q. As I understand it, you're in a fight with Krish about KVP now, is that correct?
A. It's -- I don't know if it's a fight, or not. We --
Q. An argument?

A. I'm trying to get to the bottom of some numbers that they presented to me.
Q. You and he are in a disagreement?
A. Yes.
Q. Okay. Has KVP ever owned anything other than the one house it owns today?
A. I don't believe so.
Q. All right. You mentioned VP, we'll talk about that, but according to this, KVP was formed before VP was formed, is that correct, to your knowledge?
A. I believe so. Yeah.
Q. Was KVP formed for the purpose of buying this house?
A. It was formed for the purpose of investing in real estate including that house.
Q. Okay. I think the house was actually acquired maybe in 2008, I may be wrong, but to your recollection, was KVP formed with an eye toward acquiring unidentified real estate, then you found the house and put it in KVP. Do I have it right?
A. Sorry. Please rephrase that.
Q. Did you form KVP before you decided to buy any particular piece of real estate?
A. I don't recollect exactly. We might have.
Q. All right. The next entity you mention is PAH in the gaming business. Does it still exist?

A. No.
Q. What sort of gaming was involved with PAH?
A. The video gaming in North Carolina.
Q. Video --
A. Some machines. Yes.
Q. Video Poker?
A. I don't know if poker was part of the machines or not. I'm not sure.
Q. And how long did it operate?
A. Around six, eight months.
Q. Was it profitable?
A. I believe so.
Q. Did you sell it?
A. We -- no, we didn't sell the company. We gave the location to the company that owned the machines.
Q. For money or you gave it to them?
A. We -- he had given us some money. I don't recall exactly how much.
Q. Did you make a lot of money on this or a little bit of money on this?
A. Probably just a little bit.
Q. Manjala. What is that?
A. That's a company that I had started for my cousin.
Q. Does it still exist?
A. No, it does not.

Q. Was it a retail store in a mall selling products that you see on TV?
A. Yes.
Q. How long was it in business?
A. Roughly a year or so.
Q. Of all the entities we've talked about so far, which did Allan Hill form, to your knowledge?
A. J, k, m.
Q. J, which would be KVP?
A. Yes.
Q. K, VP?
A. Yeah.
Q. M, Manjala?
A. Right. Probably Granite Distributors. I'm not sure.
Q. H?
A. Right. And the hotels, I'm not sure.
Q. All right.
A. And probably D -- no, D, it didn't. Sorry. And maybe C, Arman Consulting.
Q. Is, to your knowledge, is Allan Hill a truthful guy?
A. I believe so.
Q. Okay. Do you know of any reason that he would have a motive to testify in favor of my clients against you? I mean, would he have a reason to favor my

Q. All right. We'll talk about that in a minute.
A. Okay.
Q. But that, of course, happened in December of 2007 and January of 2008, correct, maybe beyond that?
A. Yeah, around that time frame. Yes.
Q. So before December of 2007, you had no knowledge of the wireless communications business?
A. I wouldn't say no knowledge.
Q. No knowledge other than an ordinary citizen?
A. Yes.
Q. That's true, right?
A. Right.
Q. And what you know about it, you learned in doing your you say due diligence to form VP?
A. Yes.
Q. And you've not done anything since with wireless communications?
A. Correct.
Q. All right. If you would, turn to page 19. This is the Amended Complaint you have filed against my clients.
A. Okay.
Q. Do you recognize it?
A. Yes.
Q. Did you read it before it was filed?

A. Yes.
Q. Did you participate with your attorneys in drafting this complaint?
A. No. I gave him the information --
Q. And you read over it?
A. -- and redrafted it.
Q. You approved it?
A. I read it and --
Q. To your knowledge, the statements made in the complaint are true and correct?
A. Yes, to my knowledge, I believe they are.
Q. Okay. If you would, turn to page 6 -- 22, page 22. Page 22, paragraph 16 of your Complaint down at the bottom, you talk about "the idea".
A. Okay.
Q. Now, Kaj, you understand that your testimony today is just like in court. You understand that?
A. Yes, I do.
Q. That you have to tell the truth here just like you would in court. You understand that?
A. Yes, I do.
Q. You understand that if you don't tell the truth here, it's just as much perjury as if you said it in a court of law. You understand that?
A. Yes.

Q. -- past few days. Is this the business plan that you showed Krish?
A. This is the business plan I e-mailed him.
Q. The first one?
A. Right. I mean, when we're talking about the business plan, we weren't looking at a particular business plan.
Q. This is just an example?
A. No. This is what I sent him saying, here, we can model it after this after we come through all the information about what our objective would be and what our --
Q. Who wrote the business plan at 132? You?
A. Yes, I did.
Q. It talks about Tava Grill.
A. Right.
Q. Does that still exist?
A. No, it does not.
Q. Did it go out of business?
A. We sold it.
Q. Did you make any money?
A. I don't believe so.
Q. Did you lose money?
A. I don't believe so.
Q. Where was it located?

A. At Orchard Park, I believe -- it is Orchard Park or Congaree?
Q. In Greenville?
A. In Greenville.
Q. Does it still exist?
A. Tava Grill does not exist. The restaurant is still there, but a different name.
Q. A different name. Would it be fair to say Tava Grill was never a successful business?
A. No.
Q. Well, how long did it operate?
A. It -- about six, seven months, but we had it pretty much for sale after day one.
Q. You didn't make any money on it?
A. We didn't make money, because we were looking to sell it after day one.
Q. Well, if you didn't make any money on it, I would call that not a success, wouldn't you?
A. No. As I said, success is defined differently.
Q. Well, it didn't make money. Would you agree with that?
A. Right.
Q. The sale of it did not make money. Would you agree with that?
A. Right.

Q. Did you lose money? Maybe a little bit?
A. A little bit, because of the litigation fees and stuff.
Q. All right. Now, go back to page 23. To continue the story -- to continue the story, you talked in the car, casual conversation. You've told me everything you remember about that?
A. Right.
Q. And then a couple of days later, Krish comes to your house?
A. Correct, or somewhere around that time frame. I don't know exactly.
Q. Was Vijay involved at your house?
A. No, he was not.
Q. It was just you and Krish?
A. Yes.
Q. And you've told me that you did some numbers?
A. We did numbers.
Q. And then you e-mailed him the business plan for the restaurant, Tava Grill?
A. Right.
Q. Have you produced the e-mail where you claimed to have e-mailed the business plan for Tava Grill to me, because I can tell you I haven't seen it?
A. I gave them to my attorneys.

half?
A. If that's what the paperwork says.
Q. There is no paperwork that ever gave Krish any ownership in VP?
A. And, again, I don't know -- he was listed as the secretary or the treasurer, so I don't know what that means when it comes to legal, whether or not that makes him an owner, or not.
Q. All right. Paragraph 25, you talk about the $5,000 you put in VP, paragraph 25, page 25 -- paragraph 29, page 25. Do you see that?
A. 29?
Q. Yes.
A. Yes.
Q. Is $5,000 the only money you ever put in VP?
A. Yes. That was the seed.
Q. Is $5,000 the only investment you ever made in VP?
A. I believe so.
Q. Did you get the $5,000 back when it was transferred over to KVP?
A. It was transferred to KVP.
Q. And you authorized that?
A. Yes, when they asked me when we -- if we can move that funds out of there.
Q. When it was transferred to KVP, you were given

said, "Yeah, he's coming from his --
Q. Grand opening?
A. -- grand opening." And I was like, "Grand opening for what?" He said, "For the Verizon store." I said, "What's going on?" And he said, "That's Krish's deal you. Will have to talk to him when he gets here."
Q. All right. So he told you about it, Krish got there. Did you ask Krish about it?
A. Yes, I did.
Q. And Krish told you that he had opened a Verizon store on Pelham Road?
A. Yes.
Q. And you knew that Krish had ownership in an entity which had acquired that location?
A. No. That's when he told me that he got with somebody who already had a Verizon business and he joined up with him to get his foot in the door and then we'll continue with our business after figuring out a way to part from him or kick him out.
Q. Well, there is no question you knew that he had pursued a Verizon opportunity by a different method in August to September of 2008, you knew that?
A. Yes.
Q. And he mentioned the name Corby Phillips?

Q. But there is no question in August or September of 2008, you knew that Krish Patel through another entity had acquired a Verizon license?
A. Yeah -- no, that entity -- what he told me that entity had a Verizon business license. He joined up with them.
Q. All right. And you knew that you were not part of that entity?
A. Yes.
Q. And you knew that he didn't do it through VP?
A. Right.
Q. You knew he did it through another entity, you just didn't know the name of it?
A. Correct.
Q. You say down at the bottom of page 8 of the Complaint, page 26 of this exhibit, upon learning this information, you inquired of Vijay as to --
MR. GILREATH:
What paragraph?
EXAMINATION RESUMED BY MR. STEPHENSON:
Q. Paragraph 35, page 8, page 26 down at the bottom. "Upon learning this conversation Kaj inquired of Vijay as to whether Vijay was involved." Do you see that?
A. Right. And it was, as I said, what I told my

meet twice a week with Vijay on various matters, twice a week.

A. It was probably around that often. My project was at Fluor. His hotel was on the way to home and I would stop by there usually, you know.

Q. Were these business matters, or was this just hi, hello?

A. Yes. We were pursuing four different businesses, and I'd stop by there and talk to Vijay and Krish.

Q. Four different businesses? Hotels?

A. We were looking at purchasing two hotels in Charleston for $12 million. We were looking at a pine straw business out of Duncan, Lyman, somewhere in that area, the house and properties that we were looking at.

Q. Primarily, real estate y'all were pursuing?

A. Hotels I consider a different business, but yeah.

Q. So -- so between August of 2008 and May of 2010, except when you were out of the country, it is your testimony that you met with Vijay twice a week to discuss these various business opportunities?

A. Around twice -- I would stop by around twice a week. So I don't know exactly how many times that I might have met with him, but around that time.

Q. All right. And you knew that Krish was operating a

Verizon store on Pelham Road and you were not involved?

A. Right.

Q. And you had all of these meetings twice a week with Vijay where you didn't discuss that ever, you discussed these other business opportunities?

A. No, I would always bring it up. I said, "So where is Verizon so far?" He said, you know, "I'm really not involved, so you need to ask Krish." And I'd ask if Krish was there or if I saw Krish --

Q. What did Krish tell you?

A. The same thing that, you know. "I'm waiting to kick Corby out or get him out of business and we will proceed with this. It's going to take some time before we can move onto our thing."

Q. Did you ever see any of these stores?

A. The only one that I knew at that time in the 2008 time was the one on Pelham Road.

Q. Did you ever ask Krish have you opened any other stores?

A. No.

Q. The various business opportunities that you met twice a week with Vijay on, it is my understanding that none of them came to fruition, is that correct?

A. The hotel deal fell through, because we were around

Q. Did he put one there? Did Krish put one there?
A. I don't know if he did, or not.
Q. You don't know if he did, or not?
A. No.
Q. Then you say, "While they were pursuing the potential Columbia-Tryon store operation." Did you do anything to pursue that potential operation other than what you've already told me?
A. No, because he asked me to let's not worry about this one store. It was just around that time that he was looking at buying those stores in Columbia and Florence.
Q. All right. So in the spring of 2010, he told you that he had the opportunity to buy seven Verizon stores in the Columbia Florence area. Did I state that correctly?
A. Yeah, I believe so.
Q. Telephone call?
A. No. This is I met with him.
Q. Where?
A. At his office on Augusta Road.
Q. His office on Augusta Road, you mean the Verizon store on Augusta Road?
A. Verizon store on Augusta Road.
Q. So you went to his Verizon store on Augusta Road,

and you had a discussion about seven stores in Columbia and Florence essence?

A. First, we had the discussions -- for the first few days, we had the discussion of the Tryon stuff. And then when he brought up the Columbia, we switched our conversations to that.

Q. All right. When you went to Augusta Road, you knew that that entity was another entity that you had anything to do with? It was a separate entity?

A. It was still the whatever deal he had with Corby.

Q. You still hadn't met Corby?

A. I still hadn't met Corby.

Q. I believe that is Corby over here. Is this the first time you've ever seen him? The fellow with the beard.

A. Yeah, I don't think --

Q. You've never seen him before?

A. -- I've never seen him before.

Q. When you were at Krish's stores in 2010, did you know he had additional locations?

A. No. It -- during our course of conversations over how many meetings we had, it was around that time that I found out whether it was five, six, seven stores.

Q. You found out?

A. Right.
Q. He didn't hide it from you that he had other locations?
A. Right.
Q. So he brought up that he had an opportunity to buy these seven stores down in Columbia-Florence and y'all talked about how to do it?
A. Right.
Q. And you told him you were only interested in a 50/50 deal?
A. Right.
Q. To buy those seven stores?
A. Right.
Q. But you knew he already had stores that you weren't participating in?
A. Right. So, you know --
Q. This would be something different?
A. This would be something different in how -- how we work out the details, we were still going to talk about that.
Q. All right. You told him you wanted a 50/50 deal, he told you I don't know if I want to do a 50/50 deal?
A. No. He said, "Yeah, that's fine."
Q. Okay. And in how many meetings was this discussed?
A. We at least had quite a few phone calls, quite a few

decks messages and at least I'm guessing two or three meetings with him. And then he started bringing in Bruce somebody into the meetings towards the -- towards the end.

Q. All right. Let me make sure I understand. You didn't know about the potential seven stores, Krish did, and he told you?

A. Right.

Q. This was something he brought up to you, not something you brought up to him?

A. Right.

Q. And you had several conversations, and your conversations were on these seven stores, if we buy them, I want a 50/50 deal?

A. Well, it was the same deal that we had with VP Enterprises. If we were going to move to our plan, that's what we need to do. It hasn't changed from VP Enterprises to what I'm looking at now.

Q. All right. You say you shook hands?

A. Yes.

Q. In the Verizon store there on Augusta Road?

A. Yeah. Once we went through agreeing to start up -- are you talking about the shook hands on the -- on the last time I talked to him?

Q. What it says to me is y'all were talking about the

seven stores, acquiring the seven stores, and that he agreed to a 50/50 deal and y'all shook hands. Is that what happened?

A. Yes.

Q. Were there any witnesses to that?

A. No. That was just when it usually was just the two of us. I said in the later meetings when it came down to putting stuff on defining the details, he brought his financial guy, Bruce Cowen. That's when they started changing the story.

Q. All right. And you say in paragraph 39, "At this point Krish said he would meet with Allan Hill and have him draw up the appropriate legal work."

A. Right. So that shake hands is to our last meeting that we had that when they said, you know what. Instead of you having to put money, because there's a lot of complications with adding names on the Verizon side, you know, we'll work out a deal where you have the same benefits of a 50 percent owner without having to put any money in it.

Q. Who said that?

A. Krish did.

Q. Krish did. Any witnesses to that conversation?

A. I believe Bruce might have been in that meeting.

Q. He was in one of those meetings?

A. I believe so.
Q. Did you meet with Allan Hill about this ever?
A. No. So when we were -- when we shook hands and we said, "Well, you know, if you can put that into an agreement or some type of a contract that we can -- and he said, you know, "We both know Allan Hill, so he can start working on it." We agreed on him doing that.
Q. Did you ever talk to Allan Hill about this?
A. I talked to him after -- after on that day that we shook hands, I said, you know -- I can't remember whether it was a Thursday -- Wednesday, Thursday or a Friday, but I was supposed to start and go to his office and start working -- and start working on getting up to speed on the operations that he had currently running and, you know, get up to speed so I can go run the locations in Columbia, and Florence and all that area.
Q. You were going to move down there?
A. I was going to go back and forth. We had talked about him giving me a company car. And when we shook the hand, the last thing I asked him, because I -- I had seen Vijay walking around at one or two of the meetings that we were there, I said, "How is your dad involved?"

And that's when he told me, know you, "My dear dad is involved in it, you know, fully. For how long? He said, "From day one. It's a family business. My mom is involved, my dad is involved, my brother is involved." And he asked me, he said, "Do you have any issues with that?" And I said, you know -- and that's it caught me up guard, because Vijay has always been telling me he's not involved. So that kind of, you know, it just kind of caught me off guard.

And then I went home and in the meantime, I believe he had already talked to Allan Hill about drafting up, you know, our agreement that --

Q. Acquire the seven stores?

A. To acquire and, you know, give me the 60 -- the 50 percent benefit of a 50 percent ownership.

Q. In the seven stores?

A. In -- yeah, in the seven stores without having to put any money. And then when I -- when I found out about it -- and that was the time was during those conversations that I first found out about P Communications. So when he mentioned about his dad being involved in it from day one, it just, you know -- some alarms went up.

And when I got home, it was within that day or

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

PANKAJ PATEL, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF NOMINAL DEFENDANT, VP ENTERPRISES, INC.

Plaintiff,

vs. CASE NO. 2011-CP-23-7338

KRISH PATEL, VIJAY PATEL, AND P COMMUNICATIONS, INC.,

DEFENDANTS,

-AND-

VP ENTERPRISES, INC.,

NOMINAL DEFENDANT.

STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

COUNTY OF GREENVILLE

CORBY PHILLIPS,

Plaintiff,

vs. CASE NO. 2011-CP-23-7974

KRISH PATEL, VIJAY PATEL, KEITH R. GAILEY, AND P COMMUNICATIONS, INC.,

Defendants.

VIDEOTAPE DEPOSITION OF: PATRICIA L. COOK

A. WILLIAM ROBERTS, JR., & ASSOCIATES
Fast, Accurate & Friendly

Charleston, SC	Hilton Head, SC	Myrtle Beach, SC
(843) 722-8414	(843) 785-3263	(843) 839-3376
Columbia, SC	Greenville, SC	Charlotte, NC
(803) 731-5224	(864) 234-7030	(704) 573-3919

A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
scheduledepo.com

DATE: July 23, 2013

TIME: 9:43 AM

LOCATION: Law Offices of James R. Gilreath
110 Lavinia Avenue
Greenville, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: JEANNE M. MCLAREN
Registered Merit Reporter

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF
PANKAJ PATEL, INDIVIDUALLY AND
DERIVATIVELY ON BEHALF OF NOMINAL
DEFENDANT, VP ENTERPRISES, INC.:

THE GILREATH LAW FIRM, P.A.
BY: JAMES R. GILREATH
WILLIAM M. HOGAN
110 Lavinia Avenue
Greenville, SC 29601
(864) 242-4727
jim@gilreathlaw.com
bhogan@gilreathlaw.com

-AND-

THE CAROLINA LAW GROUP
BY: MONTY D. DESAI
910 E. Washington Street
Greenville, SC 29601
(864) 312-4444
monty@thecarolinalawgroup.com

ATTORNEYS FOR THE PLAINTIFF
CORBY PHILLIPS:

WHETSTONE PERKINS & FULDA, LLC
BY: CHARLES W. WHETSTONE, JR.
601 Devine Street
"In the Vista"
Columbia, SC 29201
(803) 799-9400
cwhetstone@attorneyssc.com

APPEARANCES CONTINUED:

ATTORNEYS FOR THE DEFENDANT
KRISH PATEL:

METCALFE & ATKINSON
BY: HANNAH ROGERS METCALFE
9 Toy Street
Greenville, SC 29601
(864) 214-2340
hmetcalfe@malawfirm.com

Also Present: Thomas L. Stephenson, Esquire, Laura Ashby, Esquire, Pankaj Patel, Krish Patel and Corby Phillips

(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponent reserves reading and signing of this deposition.

* * * * * * * * *

(PLF. EXHS. 1 - 52, documents from Verizon Wireless, were premarked for identification.)

THE VIDEOGRAPHER: We're on the video record at 9:43:20 to videotape the deposition of Patricia L. Cook in the matter of Pankaj Patel, et al., plaintiffs, versus Krish Patel, et al., defendants; case number 2011-CP-23-7338, in the State of South Carolina, County of Greenville, in the Court of Common Pleas. This hearing is being held at the Gilreath Law Firm in Greenville, South Carolina. Today is Tuesday, July 23rd, 2013. I am Steve Godsey, a certified legal video specialist, and the court reporter is Jeanne McLaren. We are both from A. William

Roberts, Jr., and Associates.

Will counsel please identify themselves for the record.

MR. GILREATH: Jim Gilreath, Gilreath Law Firm in Greenville, for the plaintiff.

MR. HOGAN: I'm Bill Hogan for the plaintiff.

MS. METCALFE: Hannah Rogers Metcalfe for the defendant, Krish Patel.

MS. ASHBY: Laura Ashby for the witness.

THE VIDEOGRAPHER: Will the court reporter please swear in the witness.

(Witness sworn.)

MS. METCALFE: Before we begin --

MR. WHETSTONE: You skipped me. Charles Whetstone for Corby Phillips for the plaintiff in the other case. We noticed both of them.

MR. STEPHENSON: I'll say this because I'm in the room: Tom Stephenson for the defendants; although, I am not taking the deposition. I do want to say that it's my understanding that this deposition is for both cases, not just for one. That would be the Corby Phillips' case and Pankaj Patel's case; is that correct?

MR. WHETSTONE: That's correct.

MR. GILREATH: It's my understanding.

MR. STEPHENSON: Okay.

MR. GILREATH: And also here is my client, Kaj Patel. And I think Mr. --

MS. METCALFE: Krish Patel. Krish.

MR. GILREATH: Kaj.

MR. WHETSTONE: Kaj.

MR. GILREATH: Yeah, Krish Patel is here. And Monty Desai will probably be joining us later. I think he had a hearing or something this morning. That will be all we have.

I just want to put on the record a statement that I kind of said off the record before we started that the -- Ms. Ashby, right?

MS. ASHBY: Yes.

MR. GILREATH: -- from Atlanta is here representing the three witnesses individually, and I guess in the 30(b)(6) capacity. And I informed her that to the extent she makes any objections -- maybe she won't make any if I ask good questions, but I seem to always provoke objections. Mr. Stephenson might want to say something about that.

But anyway, I just want to put a standing -- so I don't have to do it every time -- a

standing objection on the record that I object to her making any objections or, for that matter, participating in the deposition since she is not a licensed South Carolina attorney. I'll just put that on the record.

MS. ASHBY: And that's fine. And I'll just put on the record as well: I sent you all a letter on July 12th, 2013, informing you that I would be here to represent and advise the individual witnesses as well as Verizon Wireless 30(b)(6), and I did not hear any objections until the objection that was made just now. Just put that on the record as well.

MR. GILREATH: Well, you --

MR. WHETSTONE: I join in that objection. And I would also note for the record that you, Ms. Ashby, have made no motion to be admitted pro hac vice, and you are not a South Carolina attorney. So I join in his objection, and it is a standing objection. Thank you.

MR. GILREATH: Okay. For the record, I have, I think, handed out to all counsel a packet of exhibits that I've got prenumbered. I've got those in front of the court reporter and the witness. I

will be going through those and will be using them in some or all of the -- I'll be using some of the exhibits, maybe not all of them, in all of the depositions. So with that, I'll get started.

PATRICIA LIBERTY COOK

being first duly sworn, testified as follows:

EXAMINATION

BY MR. GILREATH:

Q. State your full name and address for the record, ma'am.

A. Patricia Liberty Cook, [redacted], Simpsonville, South Carolina 29681.

Q. Okay. And where are you employed?

A. Verizon Wireless.

Q. And give me your educational background and employment up until Verizon Wireless.

A. Up until Verizon Wireless?

Q. Well, you're working for Verizon now. In other words --

A. I've been with Verizon for 20 years.

Q. Okay. Take me from high school up to Verizon.

A. High school, I completed the 12th grade. I did not go to college. I worked for Hardee's for several years. I worked for the Thom McAn shoe

store for several years. I don't remember how long. And I worked for MCI for several years. From MCI I went to Verizon Wireless.

Q. And what year did you graduate from high school?

A. Eighty-four, 1984.

Q. Okay. And what year did you go with Verizon?

A. 1992.

Q. Okay. Bring me forward with your various positions in Verizon through today.

A. I started out as a customer service representative, went to a technical support representative, supervisor of quality services and special events and then to sales operations.

Q. And that's your position now?

A. Right now I'm a senior analyst on the marketing team.

Q. Are you married?

A. I am.

Q. Are you -- you said that with some trepidation. Are you living with your husband?

A. No.

Q. And how long have you been separated from your husband?

A. One year.
Q. Is that your only marriage?
A. Yes, sir.
Q. And what is your husband's name?
A. Paul Marion Cook.
Q. And where is he employed?
A. U.S. Foodservice.
Q. And where did you go to high school?
A. Wade Hampton High School.
Q. Okay. And do you have any parents here in town?
A. No, sir.
Q. Do you have any relatives in town?
A. No, sir, other than my daughter and my son.
Q. And what are their names?
A. Brittany Dawn Cash and Daniel Lawson Cook.
Q. And where do they work?
A. Brittany Cash works at Verizon Wireless. And my son is 14, so he goes to -- he'll start Mauldin High School.
Q. Is Brittany married?
A. No, sir.
Q. Okay. Do -- I may have asked you this.

Do your parents live here in Greenville?

A. No, they don't.

Q. Do you have any other relatives in Greenville?

A. No, I do not.

Q. Okay. And I think you already said your address, didn't you?

A. I did.

Q. Okay. I'm going to consider all of these exhibits in the record. They go number 1 through -- so I won't be putting in my own as they go. They go 1 through 50 something, I can -- may or may not use all of them -- 1 through 50.

And you are here pursuant to a subpoena in a deposition notice that we issued back in June; is that correct?

A. That's correct.

Q. When did you first meet Krish Patel?

A. I don't remember the exact time.

Q. Can you give me a rough date?

A. Approximately four years ago.

Q. Okay. Have you ever dated Krish Patel?

A. No, sir.

Q. You've never been out with him on a social basis?

A. Not out with him. I attended his corporate events.

Q. Okay. But you don't have any kind of relationship with him?

A. No, sir.

Q. Okay. We've got two other witnesses that are going to be here today: Tammy Blew and Kelley Pearson. Do they work under you or over you?

A. One of them is probably an equal and -- I've never reported to either one of them. I'm in operations. They're under sales. So I'm not sure exactly what you're asking me. Tammy Blew is higher in position. Kelley is probably an equal.

Q. Okay. All right. Did you have -- some of these questions may spill over to the 30(b)(6). I apologize if they do. But did you have anything to do with getting up any of the production -- documents that were produced to us by Verizon Wireless?

A. Yes.

Q. And tell me about that.

A. I was asked to produce all e-mails and electronic documents that I had relating to Krish Patel and Corby Phillips.

Q. Have you ever the met plaintiff, Kaj

Patel?

A. No, sir.

Q. So today's the first time you've ever seen him?

A. Yeah.

Q. Okay. When did you ever first meet Corby Phillips?

A. As far as I recall, I never have.

Q. How about Keith Gailey?

A. Yes. Keith Gailey -- he worked for Verizon Wireless previously, so I can't remember the exact date that I've ever met him. Probably six, eight years ago.

(PLF. EXH. 8, e-mail regarding VP Enterprises' request for a credit approval, dated February 4th, 2008, was identified.)

BY MR. GILREATH:

Q. Okay. Look in that stack there. Look at Exhibit Number 8. If you'll just kind of get those in front of you, and I'll try to keep a tab for you. Try to keep them in order. This is a fax from -- it looks like Melissa --

A. Sonaki.

Q. -- Sonaki and you regarding VP Enterprises' request for a credit approval dated

February 4th, 2008. Do you recall sending that?

A. I recall Melissa sending this, yes.

Q. Okay. Now, this was prior to the letter where their application was denied, which is over in -- and I'll get to it in just a minute, but that's Exhibit 10, which is dated February 26th, 2008. Did -- why would they be applying for credit before they were approved?

A. That's actually part of the approval process.

Q. Okay. Were they approved for this credit before the approval?

A. It's possible, but I don't recall. It usually is a faster process than the actual approval process.

Q. Do you -- have you ever seen any -- would there be any other documents or e-mails regarding that approval process? Because I don't remember seeing them.

A. The approval process or the credit approval?

Q. The credit -- the credit approval.

A. I -- usually just the principals applying for an agency, their credit -- authorization to --

Q. Okay.

A. -- to provide -- or to check their credit.

Q. And the person who signed this was Krish Patel. Was it your understanding he was one of the principals that was applying for VP Enterprises, Inc.?

A. To be honest, under VP I don't believe so.

Q. Well, you don't deny that his name's on -- if you'll look at VZW261 attached to Exhibit 8 -- that his name is on there for VP Enterprises? Do you see that?

A. Yes, which would mean that he gave approval as an officer of the company or provided -- I was told that he was the contact person, and I could take instructions and go off of his approval and/or request.

Q. And who told you that?

A. Corby Phillips.

Q. Now, wait a minute. Corby Phillips?

A. No, I'm sorry. Corby Phillips was the second company. I don't recall.

Q. But somebody -- you don't deny that somebody told you that --

A. Yes, sir.
Q. -- and you knew that?
A. Yes, sir.
Q. And somebody -- you don't have any idea who it was?
A. No, sir. It possibly could be in the documents -- in the Agent Application.
Q. No. We're going to get to that in a minute. I don't think -- I guess, let's go ahead.
(PLF. EXH. 9, E-mails from Krish Patel to Kelley Pearson and Tammy Blew, was identified.)
BY MR. GILREATH:
Q. Look at Exhibit Number 9. Now, you're not really -- you're not on any of those -- any of those e-mails. Have you ever seen -- this is an e-mail from Krish Patel to Kelley Pearson and Tammy Blew. Have you ever seen any of those e-mails?
A. I don't recall.
Q. One -- one of these is to -- CC to Tim Butler. Who is Tim Butler?
A. Tim Butler's the -- he was the Director of Indirect Operations, is who Tammy --
Q. Does he report to or -- where is he in the chain of command vis-a-vis yourself, Tammy Blew

and Kelley Pearson?

A. He -- Tammy Blew reports to him.

Q. Okay.

A. She did at this time.

(PLF. EXH. 10, letter from Verizon Wireless dated February 26th addressed to VP Enterprises, was identified.)

BY MR. GILREATH:

Q. Okay. All right. Now, look at Exhibit 10. Have you ever seen that -- this is a letter from Verizon Wireless dated February 26th addressed to VP Enterprises informing them that they're unable to -- Verizon is unable to proceed with an authorization agency agreement at this time. That's signed by Mr. Butler. Is his office here in Greenville?

A. Yes, sir.

Q. Okay. Did you have any involvement in the decision to approve or not approve them?

A. Yes.

Q. And tell me about that.

A. My job was to pull background checks on the individuals that apply as agent principals, to run credit on the individuals and then compile the data.

Q. And what did you find when you did that?

A. When I compared the background checks to the Agent Application -- in this particular case, I remember the applicants, the agent principals, stating that they had no previous criminal history and, I believe, were in no legal -- or no litigation. But I found that that was not the case.

Q. And do you remember which one that applied to? It only applied to one of them, didn't it?

A. It was only one of them. I don't recall exactly the names of the applicants. If you gave them to me, I think I could tell you.

(PLF. EXH. 11, Agent Application from VP Enterprises and business plan from Corby Phillips, was identified.)

BY MR. GILREATH:

Q. All right. Look at Number 11, and that's the Agent Application for VP Enterprises, and you see the principals are Pankaj -- we call him Kaj because he goes by Kaj -- president, and Vijay R. Patel, who is Krish Patel's father. Just -- to refresh your memory, would it be correct for me to state that the guy with the criminal problem was Vijay Patel?

MS. METCALFE: Object to the form of the question.

THE WITNESS: No, sir.

BY MR. GILREATH:

Q. Okay. Who had -- who had a problem?

A. I believe it was Pankaj.

Q. And what kind of problem did he have?

A. I don't remember the specifics. I just -- I don't remember the specifics.

Q. But you think it was Kaj Patel, not Vijay?

A. I believe so.

Q. Well, at the break -- I didn't make that an exhibit. I don't have that document down here. I'll get it at the break, but I'll just refresh your memory. Do you remember one of them having a problem with a shoplifting charge at Belk's?

A. Not specifically.

Q. Can you tell me specifically what, if any, problem you think Kaj Patel had?

A. I don't remember the specifics. It's been years since --

Q. But it's your recollection there was only one of them, not all of them?

A. To my -- to my memory, yes.

Q. Okay. And when you found that -- when you found that information, and I'll show it to you here just shortly, what did you do with it and who did you -- well, what did you do with it?

A. I compiled the information. I verified social security numbers, date of births, to ensure that I had -- to the best of my ability, had the person actually on the report, which I do if anything comes back within the last ten years.

Q. Right.

A. I compile the information, put it all together and then I provide that information as part of the approval process to our legal department.

Q. And who makes the ultimate decision on whether to accept or reject the application?

A. I'm not sure.

Q. But you didn't have any dealings in that?

A. Other than gathering the information.

Q. Other than -- you just got the information that they gave to you?

A. And compiling anything that could be a red flag.

(PLF. EXH. 11-A, Agent Application from Corby Phillips, was identified.)

BY MR. GILREATH:

Q. All right. And look at what's marked, I think, as Number 11-A. Yeah, you got it there in front of you. Were you involved in doing a check on this application?

A. Yes, sir.

Q. Okay. That was for Corby Phillips, correct?

A. Yes, sir.

Q. And that application was dated -- I think I've got a copy of that here. Let me see here. Wait a minute. Look on page -- of that application over to the next to last page, VZW3590. That application was dated April the 24th of 2008 --

A. That's correct.

Q. -- is that correct?

A. Yes, sir.

Q. Had you ever met Corby Phillips?

A. No, sir. Not that I remember.

Q. Okay. Let's go back to --

MR. GILREATH: I'm going to mark this as -- let's mark this one as -- let's kind of go in order -- let's mark this one 10-A. Would you mark that as 10-A, please, ma'am. And we'll pass that around.

(PLF. EXH. 10-A, criminal record for Vijay Patel, was marked and identified.)

MR. GILREATH: The witness has now got what has been marked as Exhibit 10-A, which is Bates stamped VZW35 and VZW181, which is a copy of an arrest warrant against a Vijay Patel and a copy of some criminal court records from US Datalink.

BY MR. GILREATH:

Q. Are those the documents that you obtained that you referred to earlier?

A. Yes, sir.

Q. And now that you have seen this, would I be correct to assume that the problem Verizon had was with Mr. Vijay Patel and not Kaj Patel?

A. Are you asking me if it was solely with Vijay?

Q. Yeah.

A. I -- I don't -- I don't believe so.

Q. You don't believe so?

A. No, sir.

Q. Well, can you tell me what kind of problem they had with Kaj Patel, if you know?

A. If you provided me with a background check, I could recall.

Q. I don't -- I don't have a background

check on him because it wasn't produced to me. I think that's part of my 30(b)(6) notice. And we'll --

MR. GILREATH: And I would state for the record, that we have been produced no documents whatsoever by Verizon that relate to the rejection of the application of VP Enterprises, Inc. We've been through all of those, and I'm going to be filing a motion to compel. I don't know where they are, but we don't have them and that was part of our --

MS. ASHBY: I'm sorry. What documents are you --

MR. GILREATH: We have no -- no documents that have anything to do with the rejection of the Agent Application of VP Enterprises, Inc., and our previous subpoenas to Verizon would have covered that. So I don't -- it's hard for me to -- other than the letter. All I've got is a letter. And I am not believing for one minute that there's not some more documents in the bowels of Verizon somewhere that deal with why this thing was rejected. There's not e-mails. There's not memos. And I intend to get those. I don't know why we don't have them here today. And I will not

agree that these depositions are closed until I get those documents, but we're going to go ahead.

MS. ASHBY: My understanding is Verizon has produced everything that you have asked for, but I will check and work with you --

MR. GILREATH: Okay.

MS. ASHBY: -- and see what you need.

MR. GILREATH: I'll get the -- we don't have that, do we -- the original subpoenas we gave to Verizon, do we? We don't have them up here. I'll get those at the break and talk to you about them.

BY MR. GILREATH:

Q. So as we sit here today, you're still telling me that you think there was a problem with another -- with the other principle, Kaj Patel?

A. I believe so; yes, sir.

Q. But you can't tell me what it was?

A. Specifically, I cannot.

Q. Well, how did you prepare for this deposition?

A. I spoke with Laura and at the time, I did not have access to these particular documents to go back and review all of them. I'm not in that position at this time, and they were not available

to me.

Q. Did you meet with anybody other than Laura?

A. No, sir.

Q. Did you talk with any of the other two witnesses we've got here today?

A. No, sir.

Q. Did you have any discussions with anybody about any problems that Kaj Patel had?

A. At the time?

Q. No. In preparation for your deposition.

A. No, sir.

Q. Did you have any discussions with anybody at the time you were doing these background checks about Kaj Patel's problems?

MS. ASHBY: And I'm just going to caution the witness. I don't know if it's asking for this, but to the extent that there are attorney/client communications or privileged communications with counsel for Verizon Wireless, I -- I would ask that you not disclose those.

BY MR. GILREATH:

Q. No. I don't want you to tell me -- I'm not looking for anything -- if you talked to a lawyer, that's probably privileged. I'm not

necessarily consenting it was until I know a little more about it.

Did you ever talk to any lawyers about this?

A. The application process --

Q. Yeah.

A. -- and the background check?

Q. Yeah.

A. I don't recall.

Q. Okay. Well, would you normally talk with any of the lawyers?

A. Verbally?

Q. Yeah.

A. It really just depends.

Q. Okay. All right. Look at number 11-A, which is an application -- Agent Application. It starts off at VZW3586. Did you -- what, if anything, did you do on that application?

A. Received the application and reviewed the information that was on -- that was submitted to make sure that it was complete.

Q. Okay. Did you have any discussions about that application or previous application for VP Enterprises with Krish Patel?

A. Not that I recall.

Q. Did you know Krish Patel at the time these applications were made?

A. I knew of Krish. He worked for Verizon Wireless.

Q. But you didn't really know him?

A. No, sir.

Q. Okay. And you didn't know Corby Phillips, correct?

A. No, I did not.

Q. Did you find anything about Mr. Phillips that caused you any concern?

A. Not that I recall.

(PLF. EXH. 12, Agent Application from P Communications Enterprises, was identified.)

BY MR. GILREATH:

Q. Okay. Was the application for -- the next document in there is Number 12, which is another Agent Application for P Communications. It's dated 10-28, signed by Krish Patel. Did you -- did you have anything to do with that application?

A. Yes.

Q. And tell me what you did on that one.

A. I reviewed the application to ensure that all of the information was complete.

Q. Okay. Did you run a background check on

Krish Patel?

A. Yes, sir.

Q. Okay. Did you find anything?

A. I don't remember the specifics. He was approved so --

Q. Okay.

A. -- I would say --

Q. And then there's a -- if you go on through to Number 12, there is an applicant for Keith Gailey that's dated 11-1-08. I guess you ran one on Mr. Gailey?

A. Yes, sir.

(PLF. EXH. 13, P Communications Agent Approval form, was identified.)

BY MR. GILREATH:

Q. Okay. Then look at Number 13. This is an Agent Approval form, VZW298 through 300. Is that -- on the second page there, 299, the regional director, is that Tim Butler's signature?

A. Yes, sir.

Q. And who is the regional president?

A. Jerry Fontaine.

Q. Okay. And what about regional finance? Do you know who -- whose initial that is?

A. Randy Elliott.

Q. Okay. And where does Mr. Elliott live?

A. In Greenville.

Q. Okay. And Jerry Fontaine, the regional president?

A. Greenville.

Q. Are they still employed by Verizon?

A. Yes.

Q. Okay. And so that application was approved on May the 20th. Okay.

A. Oh, may I state that this --

Q. Yeah.

A. -- is not an application. It's an approval.

Q. I mean -- excuse me, but it's an approval of an application by P Communications. It was approved on May the 20th, correct?

A. Yes. But it's approval of the actual documents that -- it's an approval form for the -- for our company based on documents and no background information and approving the compensation that's actually on page 1.

Q. All right. All right.

A. That's why it lists the location that they would have submitted for it if they worked on it at the time.

(PLF. EXH. 14, letter from Wireless Communications to Patricia Cook at Verizon Wireless, was identified.)

BY MR. GILREATH:

Q. Look at the next Exhibit 14, which is a letter to -- from Wireless Communications, Corby Phillips, addressed to you. Do you remember receiving that letter?

A. Yes, sir.

Q. Okay. Is it your -- is it your understanding that when this application was sent in, that Krish Patel was involved with P Communications?

A. I'm not sure -- yes, sir. I was trying to recall the business name.

Q. Well, I think it was -- it might have been P Communications doing business as Wireless Communications?

A. That's correct.

Q. But it's your understanding that Krish was involved in that from the get-go, correct?

A. Yes.

(PLF. EXH. 15, e-mail from Krish Patel to Patricia Cook and Kelley Pearson, dated October '02, was identified.)

BY MR. GILREATH:

Q. Okay. Look at Number 15, which is an e-mail from Krish to you and Kelley Pearson, dated October '02, VZW984. What is: IQ metrics POS?

A. I have -- I have no idea.

Q. Okay. He says: Day one went pretty smooth. It's your understanding that they opened that first store on October the 1st? If you know.

A. I don't recall the date.

(PLF. EXH. 16, Exclusive Authorized Agency Agreement between P Communications and Cellco, DBA Verizon Wireless, was identified.)

BY MR. GILREATH:

Q. All right. Look at Number 16. This is the exclusive authorized agency agreement between P Communications and Cellco, dba Verizon Wireless. Look on page -- well, it's VZW0048. If you flip it over, look at these little numbers here. Do you see that? It looks like this.

A. The contract signature page?

Q. Yeah. Would that be -- this would be the original contract that Verizon had with P Communications dba Wireless Communications and Corby Phillips, correct?

A. Correct.

Q. And Mr. Phillips signed it on June the 27th as president and as a principal also, and then somebody from -- Mr. Fontaine signed it for Verizon, correct?

A. Correct.

Q. And look over at page -- the next page over, page VZW179. Krish Patel is signing as the president and CEO of P Communications, Inc., dba Wireless Communications, correct?

A. I'm not --

Q. Here it is, VZW179.

A. Is it at the top? Does it have a header as --

Q. It looks like this.

A. -- the next page backward, if you go back one page?

Q. It's the build-out -- the build-out fund amendment, yeah.

A. Okay.

Q. There you go. That's it. What do you know about -- what's a build-out fund? What is that?

A. It's market development funds.

Q. Okay. And tell me what that is.

A. When an agent opens a particular

location, if it's been approved, there are funds that Verizon Wireless will supply the agent to assist them in the opening of that location --

Q. Okay.

A. -- with stipulations.

Q. Okay. And do you -- do you know how much funds they provided to P Communications, Inc.?

A. I could find it in the document, but I don't recall.

(PLF. EXH. 17, e-mail from Krish Patel to Kelley Pearson regarding employee information switch to employee agent plans and employee telephone status, was identified.)

BY MR. GILREATH:

Q. Okay. All right. Now, look at Number 17. This is an e-mail from Krish to Kelley Pearson regarding an employee information switch to the employee agent plans. Did you have anything to do with that?

A. No, sir.

Q. Okay. Did you know that in August of 2008 before this store was opened, that Vijay Patel, Krish's father, was an employee of P Communications, Inc.?

A. I don't recall.

Q. But you knew at that time that he had a criminal record, and you -- and he had -- his application had been rejected; did you know that?

MS. METCALFE: Object to the form of the question.

THE WITNESS: Yes.

BY MR. GILREATH:

Q. Okay. And I take it that -- but you can't tell me whether you knew that he was employed with this new company?

A. I do not know.

Q. If you had known that you had a person with a criminal record employed with this new company, would it have bothered you as an employee of Verizon?

A. It's -- it's not a factor. Employees are not a factor. It's only principals.

Q. So that if -- from Verizon's standpoint, if you've got employees who are working for one of your agencies who have criminal records, you don't care; is that correct?

A. It's not that I don't care. It's I have no authority to --

Q. Okay.

A. -- investigate.

Q. But there's no question that Verizon knew at the time they got this application, that Vijay Patel had a criminal record, correct?

MS. METCALFE: Object to the form of the question.

MR. GILREATH: What's wrong with that question?

MS. METCALFE: Well, there's nothing wrong with the question except she's testifying, as I understand it right now, as Patricia Cook and --

MR. GILREATH: Right.

MS. METCALFE: -- not as part of 30(b)(6). And I understand that you're wanting -- trying to get things resolved, but you're asking her to testify on behalf of Verizon.

MR. GILREATH: All right. Well, I'll get to that when I get to the Verizon part.

BY MR. GILREATH:

Q. Let's see here. I'm looking for something with your name on it. So far you're lucky.

(PLF. EXH. 23, e-mail from Patricia Cook to Krish Patel regarding premium agent status, was identified.)

BY MR. GILREATH:

Q. Okay. Look at Number 23. This is an e-mail from you to Krish regarding premium agent status. Do you recall sending that?

A. I don't recall, but I must have.

Q. What -- what is -- it really doesn't say -- it says you sent a request to area with all documents for approval to move forward with an urgent status. What -- what are we talking about there?

A. A premium agent status is once an agent reaches a number of locations, they can request to become a premium Verizon Wireless agent.

Q. Okay. And tell me what that means.

A. That means that they have exception to normal agent requirements as it relates to signage on the exterior of the building. They would have increased market development funds afforded to them and a possible change in agent compensation.

Q. Okay. And then you ask him: Do you have the lease for the five locations? Is that for the fifth location, or do you know what you meant there?

A. Yes.

Q. Okay.

A. I would assume so with that question.

Q. Okay. All right. Have you -- have you ever met Kaj Patel before today?

A. I don't think so.

Q. Do you remember -- just refresh your memory -- all right. I won't ask -- I'll withdraw that question. I don't think I can ask it.

(PLF. EXH. 29, e-mail from Krish Patel to Patricia Cook and Kelley Pearson, CC Tim Butler and Tammy Blew regarding compensation plan, was identified.)

BY MR. GILREATH:

Q. Okay. Look at Number 29. This is a -- or this is an e-mail from Krish to you and Kelley Pearson, CC Tim Butler and Tammy Blew, regarding compensation plan. Did you receive that letter from Krish?

A. Yes.

Q. And he says he wants to change -- it's in the best interests of Wireless Communications to change to a nonresidual compensation. What -- what does that mean?

A. At the time we had two levels of compensation. One was residual, one was nonresidual. Nonresidual means that there is a one-time payment for a customer activation.

Residual is a lower one-time permit -- compensation with four percent of a portion of that customer's bill each month being paid to -- to Verizon -- or, excuse me, to Wireless Communications.

Q. And how did he -- how was his compensation originally with P Communications?

A. I -- I don't recall.

Q. But as I -- just so I understand it, if you sign a customer up and you don't have the residual, they get a one-time payment and that's it, correct?

A. If they are nonresidual, they get a one-time payment.

Q. And if they were residual, they get a continuing payment each -- over a period of time, correct?

A. It -- the one-time payment is lower with a four-time -- with a four percent payment I think for up to two years -- I can't remember.

Q. Okay. All right. And it looks like he's wanting to change to nonresidual, which would be just a one-time charge, and he must have been on residual?

A. I would assume so, yes.

Q. Okay. Did you have anything to do with

that change, or did somebody else make that decision?

A. Decision or process?

Q. Process.

A. Yes. I create the documents.

Q. Oh, here it is, another thing I want to ask you. Look on the second page, the e-mail there from you to Krish dated February 23rd, a few days after this. And you -- it talks about a new SPIFF, and I've seen that term in several places. I do not know what it means. Can you tell me what a SPIFF is?

A. It's a short-term -- if it says for March and April, as it said in this document, that was -- that would mean during March and April we would pay -- it's usually a payment. It could -- it could be something else but a payment usually for a particular activation.

Q. Is that -- is that an acronym for something: SPIFF?

A. It is, and I can't recall what it's for.

Q. But it's got something to do with compensation?

A. Yes, sir.

Q. All right.

A. A special incentive, but I -- I can't remember the rest of it.

(PLF. EXH. 31, e-mail from Patricia Cook to Krish Patel about nonresidual compensation, was identified.)

BY MR. GILREATH:

Q. Look at Number 31. Is that an e-mail you sent?

A. It appears to be, yes, sir.

Q. So that's where he's moving back to a nonresidual, correct -- based on his e-mail?

A. Yes.

(PLF. EXH. 32, e-mail from Patricia Cook to Krish Patel about details to change to nonresidual compensation, was identified.)

BY MR. GILREATH:

Q. Okay. And Number 32, I guess that's got to do with that change to nonresidual; is that correct? That's an e-mail you sent on Tuesday the 27th, 2010.

A. Yes.

(PLF. EXH. 36, statement from Verizon Wireless to Wireless Communications for $29,000, was identified.)

BY MR. GILREATH:

Q. All right. Look at Number 36, which is a -- it looks like a statement from Verizon to Wireless Communications for $29,000. You don't have any involvement with those, do you?

A. No, sir.

Q. Okay. Do you -- you don't have any involvement with the accounts that -- the monthly payments of compensation to P Communications, do you?

A. Paying them? No, sir.

Q. Okay. You don't know anything about their accounts receivable?

A. No, sir.

Q. Okay. Is P Communications currently on the nonresidual schedule of compensation?

A. I don't work in that department any longer, so I can't --

Q. Who would know that?

A. Probably Kelley Pearson.

Q. Okay.

MR. STEPHENSON: Jim?

MR. GILREATH: Yeah?

MR. STEPHENSON: Can we take a quick break?

MR. GILREATH: Yeah. We'll take a

break.

THE VIDEOGRAPHER: We're off the video record at 10:35:36.

(A recess transpired.)

THE VIDEOGRAPHER: We are back on the video record at 10:54:23.

BY MR. GILREATH:

Q. Ms. Cook, I forgot to tell you this at the break, but under our rules, when a witness is on the stand, they're not supposed to discuss their testimony with anyone at a break including any other witnesses or the attorney. And my question would be: Did you at the break discuss any of your testimony with anybody?

A. Not the actual words that I said.

Q. But did you have any conversation with Ms. Ashby or these two ladies outside about any of the questions that I asked or how it was going or what was going on?

A. I asked how I was doing.

Q. And who did you ask that to?

A. Laura Ashby.

Q. And what did she tell you?

MS. ASHBY: Again -- I understand there may be different rules in South Carolina, but I

would just say that I believe that attorney/client privilege would apply.

MR. GILREATH: Well, I want to tell you -- I'll get the rule book out here and read it to you -- that under our rules you're not supposed to say anything to a witness who is on the stand while they are testifying. And -- and if you had a conversation with her about how she was doing or anything with her testimony, you have violated our rules. And I reserve the right to bring that to the attention of the Judge at the appropriate time.

Can -- can you tell me anything about the conversation?

MS. ASHBY: Well, I'll be happy to look at the rule and -- and see what that authority is. And I --

MR. GILREATH: Well, we've got a lady here that's got the rule book. You know, that's why we --

MR. STEPHENSON: Can we go off the record a minute?

MR. GILREATH: No. I want to say this on the record. That's why we need to have lawyers here for Verizon who are admitted in South Carolina and know what the rules are. They send -- as big as

Verizon is -- and they send a lawyer over here who is not licensed in South Carolina to participate in my deposition who violates at the first break a rule -- which I probably should have told somebody about -- I apologize for that, but I assume everybody knows the rules -- and is out talking to my witness who is on the stand about her testimony. I'm going to reserve the right to probably take your deposition and her deposition on whatever you all talked about.

Now, can you tell me, either one of you, what was -- exactly what was said at the break about your testimony? Can you tell me? I want to know everything that was said. And I want to know if you talked to either one of these two ladies outside.

THE WITNESS: My only conversation with the two ladies outside was: It's not that bad, relax.

The conversation with Laura was: How am I doing? Am I doing okay? She said: Yes. She said that we would review the documents at -- prior to me testimony -- or testifying as a Verizon Wireless employee. I believe that was all.

MR. GILREATH: Have you got anything to add to that?

MS. ASHBY: No. And I'd like to say it again, there's been a lot of talk about there appears to be objections with me appearing at this deposition. I'm not making an appearance in this case but solely here to represent my client and its interests in this third-party deposition. You know, I stated on the record that we have notified all of you that I would be here.

If -- if there is authority that you have that says this is an issue, then I am happy to review that. And if there is an issue and we need to get local counsel, South Carolina counsel involved, we will. And we'll reschedule the deposition for that time. And I want to do everything appropriate. So if we need to reschedule this deposition so that there's not anymore objections about my being here, then we'll do that.

MR. GILREATH: Well, that's a call you've got to make. I will be asking the Court for sanctions and attorneys' fees because we've got a lot of people here. We've had to convene all this, had to do all this. And -- and you all come over here -- and we'll -- we'll get the rule book out. Let's just go off the record a minute and see if I can find -- I'll get my lawyer here to show you the

rule if you want to see it.

MS. ASHBY: I would -- I would be happy to see the rule. I'd be happy to see the -- the authority on which you're relying that's -- you know, that says it is objectionable for me to be here not as an attorney in this case or making an appearance but solely to represent my client, who -- whose deposition you've subpoenaed. I'd be happy to look at that authority too.

We can continue to go forward with this. I -- I do not have an issue going forward today, but if there are going to be more issues and objections based on my presence here and if that's going to be an issue for you all, then -- then we'll get local counsel, and we'll -- we'll reschedule this deposition if that's what you all want to do.

THE VIDEOGRAPHER: Do you wish to be off the record at this time?

MR. GILREATH: I thought it was in the rules. I -- I will look it up at the next break. I'd like to go ahead. I mean, if -- as far as I'm concerned, I'm going ahead until you call it off.

MS. ASHBY: Well, I have no issue with your going ahead --

MR. GILREATH: Okay.

MS. ASHBY: -- and it seems there were objections to me being present or --

MR. GILREATH: I just -- I will tell you that I do not -- and I'll instruct these other two ladies -- and I guess it's partly my fault. I should have said it at the beginning -- that I do not want you or any of them talking to anybody. You can talk about the weather. You can talk about your dog, your wife, whatever. But I don't want anybody talking about any testimony or: Look out for this. He's going to hit you with that. I don't want any of that going on.

Have we got an agreement on that?

MS. ASHBY: That's -- that's fine by me. I will say, you've been asking Ms. Cook a lot of questions individually that are probably more appropriate for the 30(b)(6) --

MR. GILREATH: Well, that would --

MS. ASHBY: -- and so we can clarify that, if we need to in the 30(b)(6) deposition. That would be --

MR. GILREATH: Okay.

MS. ASHBY: -- my only concern.

MR. GILREATH: Okay. All right.

BY MR. GILREATH:

Q. Have you -- does Krish Patel ever entertain you or anybody else with Verizon, such as socially: take you out to eat, whatever?

A. I can't speak for anybody else within Verizon Wireless. When you say, entertain, do you mean individually?

Q. Individually or as a group.

A. No.

Q. So -- so he's never taken you out to dinner at -- to lunch or dinner; is that correct?

A. Not that I recall.

Q. Okay. Let's take just one quick short break. I apologize.

THE VIDEOGRAPHER: We're off the video record at 11:02:33.

(A recess transpired.)

THE VIDEOGRAPHER: We are back on the video record at 11:06:55.

MR. GILREATH: Okay. Go ahead.

MS. ASHBY: Yeah. I'd like to say on the record that my entire conversation with the witness has been disclosed. I --

MR. GILREATH: Okay.

MS. ASHBY: I believe she stated everything. I think we may have also discussed

refreshing her recollection with some documents.

MR. GILREATH: I'll tell you all off the record about another incident where something like that happened in New York in case it's funny. I won't say it on the record.

I don't have any more questions for her individually. I think Mr. Whetstone may have some. I want to move to the other two ladies, and then we'll reconvene with the 30(b)(6) and start up.

MR. STEPHENSON: May I make a suggestion.

MR. GILREATH: What?

MR. STEPHENSON: Why don't we take her 30(b)(6) now just --

MR. GILREATH: Because I don't want to.

MR. STEPHENSON: Okay.

MR. GILREATH: I mean, I want it to be clean. I understand what you're saying. I talked about that with my crowd upstairs, and we decided -- I think it's cleaner just to have a different deposition, have it all included so there's no question about where it starts and all that. I understand what you're saying.

THE VIDEOGRAPHER: Anyone else with questions?

MR. GILREATH: Mr. Whetstone may have some questions.

MR. WHETSTONE: Yes, sir.

THE VIDEOGRAPHER: Yes, sir. If you would sit up in another chair and change microphones with Mr. Gilreath.

MR. WHETSTONE: Okay.

EXAMINATION

BY MR. WHETSTONE:

Q. Hello, Ms. Cook. I'm Charles Whetstone. I represent Corby Phillips. I'm going to ask you a few questions. If you don't understand something that I ask you, let me know that, please, and I'll try to explain the question --

A. Okay.

Q. -- okay? You testified previously a little bit about what you did to prepare for this deposition. Would you go through that with me again, please. What exactly did you do to prepare for today for your individual deposition?

A. I had a conversation with Laura about my position, what I do.

Q. I don't -- I don't want to know the specifics of the conversation --

A. Okay.

Q. -- but if you talked to her, that's fine.

A. That's all I did. I had access to documents. I worked straight for the last 24 hours, other than last night. My goal was to review documents yesterday, and I did not.

Q. Okay. Which documents did you have access to?

A. The deposition -- or the subpoena that was supplied to me so that I could know what was going to be asked for me today, to spend time to review my answers.

Q. Who provided you with those documents?

A. Laura Ashby.

Q. Did you talk to anybody else about your deposition?

A. No.

Q. Did you talk to either of the other two witnesses who were here today?

A. No.

Q. Did you talk to Krish Patel about your deposition testimony today?

A. No.

Q. Have you spoken to him since this case started about anything to do with this case?

A. Yes.

Q. All right. What did you and Krish talk about about this case?

A. He informed me that I would be receiving a subpoena to appear, that it was related to the previous applicants for agency with Verizon Wireless.

Q. When did he tell you that? When did you all have that conversation?

A. It's been several months ago. I don't recall exactly.

Q. Where were you when you had that conversation?

A. My office.

Q. He came to see you?

A. No, sir. He called me on my phone, on my cell phone.

Q. What was he doing, just giving you a heads up about what was going on in the case?

A. He let me know that I would be receiving a subpoena so that I was not shocked when it arrived.

Q. On whose authority did he have that contact with you?

A. I don't understand what you're asking.

Q. Did he just call you out of the blue?
A. Yes, as far as I know.
Q. And what was his concern about the previous applications?
A. During that conversation or --
Q. Yes, ma'am.
A. We didn't discuss that as far as I remember.
Q. Why did he want you to know what was going on in the case?
A. He told me that it was just simply out of -- it was just -- he was just being courteous to let me know so that I was not shocked.
Q. Okay. And did you talk about the application that was made by Krish and -- excuse me, by Vijay and Kaj?
A. He told me the parties involved, and it had to do with the application.
Q. Did you talk specifically about that application?
A. Not that I recall.
Q. Did you talk about why that application had been rejected?
A. We may have discussed it. I don't remember the specifics.

Q. Did you go back and review your file in regard to that particular application --

A. No, sir.

Q. -- to refresh your memory as to why it had been rejected?

A. No, sir.

Q. Did you talk about the application that was made by Corby Phillips?

A. No, sir.

Q. What did you know -- or what do you know about Corby Phillips?

A. I don't specifically know. As far as being able to verify or seeing documentation, what I know about Corby Phillips is that he -- his name was on the -- on the application for P Communications when it came in --

Q. Okay.

A. -- as agent principal.

Q. And did you participate in the approval of Corby Phillips' application?

A. Yes.

Q. Did you ever have any contact with him?

A. I think we had a conversation verbally as it related to requesting a letter. I don't know what exhibit it was, but it was one of the exhibits

that you -- that -- that was covered, telling him what I needed to prepare the document to remove him as agent principal.

Q. And who called you about that?

A. I -- I think I had a conversation with Corby. It was either Corby or Krish that called me. I -- I don't remember.

Q. Let me back you up a little bit before we get off the subject of Krish. Were you and he friends back when he was an employee of Verizon?

A. No, sir.

Q. Did you know him at all then?

A. No, sir.

Q. When did you get to know him?

A. After his agent -- after P Communications was approved and as he was growing his business, I prepared the documents for the contracts. There are often questions related to leases: opening dates, documents needed for that, and we would have conversations related to what I needed.

Q. So how did you come to know that he had been previously employed by Verizon?

A. A coworker mentioned that he was now an agent and used to work for Verizon Wireless --

Q. And who was --

A. -- and then he told me.

Q. And who was the coworker that told you that?

A. I don't recall.

Q. Okay. Did you know that he was a participant in the application by Kaj and Vijay, the application that was subsequently rejected?

A. I don't think initially. And I don't -- I don't remember at what time I became aware of that.

Q. And when did you become aware that he was involved with Corby Phillips' application?

A. I believe at the time of the Agent Application, he was listed as -- his position was listed as a contact -- or the main contact person, the operations -- the one that made all the operational decisions.

Q. Did you have any knowledge of what interest Corby Phillips had in P Communications and what interest Krish had in P Communications?

A. Can you state your question again?

Q. What was the interest that Corby Phillips had in the corporation -- that is, was he the sole owner of P Communications?

A. He was the sole principal listed on the Agent Application. Anybody over 20 percent owner in a business is required to be on an application, so as far as an agent/owner owning 20 percent or more, he is -- as far as I remember, his name was the only one on the Agent Application.

Q. Okay. Do you know anything about how Corby Phillips came to be ousted from the corporation?

A. I received a letter just stating that he was requesting to be removed from the contract. I don't remember the details. I just know that Keith Gailey and Krish Patel was taking over --

Q. Were you --

A. -- the business.

Q. Excuse me. Go ahead.

A. They were changing ownership.

Q. Okay. Were you provided some information in regard to that change before it happened?

A. Just a request.

Q. Who was the request from?

A. It was one of the exhibits that we went over. It has to be from Corby Phillips.

Q. Okay. Do you know whether that

separation was amicable or not?

A. I know no details.

Q. Do you know any of the terms of the separation?

A. Absolutely not.

Q. Okay. Have you talked to Krish about that since then?

A. We've had brief conversations, yes.

Q. Okay. And tell me about those conversations.

A. My understanding is that Krish wanted to become an agent principal. He wasn't sure whether Verizon Wireless would approve him. I'm not sure what the reason was. And I think it was a financial backing, but I don't recall that a hundred percent. And that Corby had -- Corby had experience -- business experience, and he thought that Corby would be better -- or would be approved.

Q. Okay. And Krish's business is doing pretty good now, isn't it?

A. I -- I don't have the details. I know that they've increased greatly in locations.

Q. Well, without knowing the numbers, they have -- you know they have many locations now, don't you?

A. Yes.

Q. All right. I don't think I have any other questions.

MR. GILREATH: I've got -- I've got one other question -- two other questions.

EXAMINATION

BY MR. GILREATH:

Q. Did you ever talk with Krish before the VP application was rejected?

A. I don't recall.

Q. Do you think you may have?

A. It's possible.

Q. And why do you say that?

A. Because if information on the documents -- if I need clarification or additional backup documents or -- from the documents, I may have reached out to Krish or Kelley Pearson for that information, which would have resulted in a phone call from Krish to clarify or to provide information I needed.

Q. At the time you were working on that application, did you know Krish Patel?

A. On VP Enterprises?

Q. Yes.

A. No, sir.

Q. His name -- let's look at that application. That's Exhibit -- I'll find that. Yeah, Exhibit 11. Exhibit 11. Look at Exhibit 11, which is the application for VP Enterprises. Do you see that?

A. Yes, sir.

Q. Can you show me on there -- and it may be and I'm not seeing it -- but can you show me on there -- no, strike that.

At the time you received this, did you know Krish Patel?

A. I don't believe so.

Q. You don't think you'd ever met him?

A. I don't recall, but I don't think so.

Q. Okay. Can you show me on that application where Krish Patel's name appears?

A. I don't see it on the actual application.

Q. So -- but didn't you testify, and maybe I misunderstood you, that you thought you had a conversation with Krish Patel about this VP Enterprises' application? Is that correct?

A. Yes.

Q. How -- how could you have had a conversation with him if you didn't know him and his

name is not on here?

A. Depending on the information that we're discussing, I can speak with someone related to the business as long as I'm not providing information that is confidential. If I needed to verify date of birth, that sort of thing, I could have requested or told him what I needed. He would have to go to the agent principals -- or the applicant principals.

Q. Do you see that the address in line 3 of Plaintiff's Exhibit 11 is for Ashby Park Lane? Are you aware that that was Krish's address?

A. No, sir.

Q. Would -- would you have not -- as part of your background check, would you have done any checking on that address to see who lived there or where it was?

A. Not a particular address.

Q. You wouldn't have typed that in on Google?

A. No, sir.

Q. You wouldn't have done any checking on that? Okay.

A. No, sir.

Q. But you think you had -- before the rejection letter was sent, you think you had a

conversation with Krish, correct?

A. I don't think I -- I --

MS. METCALFE: Object to the form of the question.

THE WITNESS: I think it's possible. I can't guarantee it.

BY MR. GILREATH:

Q. Okay.

A. I don't recall it, but it is possible.

Q. Well, when you knew that -- well, did you make any recommendation on accepting or rejecting the -- the application?

A. Did I make a recommendation?

Q. Yes.

A. It's possible.

Q. Would that have been in writing?

A. That's also possible.

Q. Would it have been in an e-mail?

A. Yes, sir. It was either e-mail or a phone conversation.

Q. And if it was -- and who would that have been to?

A. Deborah Lachley.

Q. Who?

A. Deborah Lachley.

Q. And who is she?

A. Our legal representative that I provide background check information.

Q. Spell her last name.

A. I think it was L-a-c-h-l-e-y.

Q. L-a-c-h-l-e-y, Lachley, okay. Would you -- prior to the time the rejection letter was sent, and that's exhibit -- I don't know what exhibit it is, but we already talked about it -- would you have had -- strike that.

Prior to the time the rejection letter was sent, would you have had any discussions with Krish Patel about the fact that the application would be rejected or that it was -- most likely that it would be rejected?

A. No, sir.

MS. METCALFE: Objection.

BY MR. GILREATH:

Q. So your testimony is you would have never told Krish Patel what you thought was going to happen with the application?

A. No, sir.

Q. Okay. Did Krish Patel ever call you and ask you why the application was rejected?

A. Yes.

Q. He did?

A. Yes.

Q. And what did you tell him?

A. I told him that I could not tell him, that it would -- the information that is in -- the -- I can't provide him that information.

Q. Okay. Did you ever tell him that you found information that indicated his father had a criminal record?

A. No, sir.

Q. All right. That's all the questions we've got for her in her individual capacity, so we'll move on to the next one.

MS. METCALFE: I've got no questions.

MR. GILREATH: Okay. Anybody else have any questions?

(No response.)

THE VIDEOGRAPHER: One moment please. This is the end of the videotaped deposition of Patricia L. Cook consisting of one media unit. We're off the video record at 11:27:39.

(The deposition was concluded at 11:27 AM.)

SIGNATURE OF DEPONENT

DEPONENT: PATRICIA L. COOK
DEPOSITION DATE: July 23, 2013
REPORTER: JEANNE M. MCLAREN, CSR, RMR
CASE CAPTION: PAKEL PATEL
vs.
Krish Patel, et al. -and-
Corby Phillips
vs.
Krish Patel, et al.

(Please return both Signature of Deponent pages)

I, the undersigned, PATRICIA L. COOK, do hereby certify that I have read the foregoing deposition and find it to be a true and accurate transcription of my testimony, with the following corrections, if any:

PAGE	LINE	CHANGE	REASON

SIGNATURE OF DEPONENT (CONTINUED)

DEPOSITION DATE: July 23, 2013
REPORTER: JEANNE M. MCLAREN, CSR, RMR
CASE CAPTION: PAKEL PATEL
vs.
Krish Patel, et al. -and-
Corby Phillips
vs.
Krish Patel, et al.

PAGE	LINE	CHANGE	REASON

PATRICIA L. COOK DATE

I, Jeanne M. McLaren, Notary Public for the State of South Carolina at Large, do hereby certify that the deponent was advised of his or her right to read and sign said deposition both verbally and in writing. If the deponent fails to execute and return foregoing Signature of Deponent pages within the thirty (30) days allowed pursuant to the Rules of Civil Procedure, the original transcript may be filed with the court.

Jeanne M. McLaren, CSR, RMR
My commission expires
October 22, 2022

CERTIFICATE OF REPORTER

I, Jeanne M. McLaren, Registered Merit Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my signature this 31st day of July, 2013 at Landrum, Greenville County, South Carolina.

Jeanne M. McLaren, RMR
My Commission expires
October 22, 2022

I N D E X

WITNESS/EXAMINATION	Page	Line
STIPULATION	4	1
PATRICIA L. COOK	8	5
EXAMINATION	8	8
BY MR. GILREATH		
EXAMINATION	50	9
BY MR. WHETSTONE		
CERTIFICATE OF REPORTER	68	1

REQUESTED INFORMATION INDEX

(No Information Requested)

E X H I B I T S

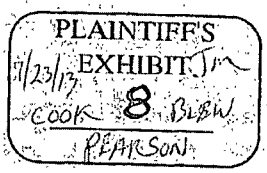
	Page	Line
PLF. EXH. 8, e-mail regarding VP Enterprises' request for a credit approval, dated February 4th, 2008	13	14
PLF. EXH. 9, E-mails from Krish Patel Kelley Pearson and Tammy Blew	16	10

	Page	Line
PLF. EXH. 10, letter from Verizon Wireless dated February 26th addressed to VP Enterprises	17	5
PLF. EXH. 11, Agent Application from VP Enterprises and business plan from Corby Phillips	18	11
PLF. EXH. 11-A, Agent Application from Corby Phillips	20	24
PLF. EXH. 10-A, criminal record for Vijay Patel	22	1
PLF. EXH. 12, Agent Application from P Communications Enterprises	27	23
PLF. EXH. 13, P Communications Agent Approval form	27	13
PLF. EXH. 14, letter from Wireless Communications to Patricia Cook at Verizon Wireless	30	1
PLF. EXH. 15, e-mail from Krish Patel to Patricia Cook and Kelley Pearson	30	23
PLF. EXH. 16, Exclusive Authorized Agency Agreement between P Communications and Cellco, DBA Verizon Wireless	31	10

	Page	Line
PLF. EXH. 17, e-mail from Krish Patel to Kelley Pearson regarding employee information switch to employee agent plans and employee telephone status	33	10
PLF. EXH. 23, e-mail from Patricia Cook to Krish Patel regarding premium agent status	35	22
PLF. EXH. 29, e-mail from Krish Patel to Patricia Cook and Kelley Pearson, CC Tim Butler and Tammy Blew regarding compensation plan	37	7
PLF. EXH. 31, e-mail from Patricia Cook to Krish Patel about nonresidual compensation	40	3
PLF. EXH. 32, e-mail from Patricia Cook to Krish Patel about details to change to nonresidual compensation	40	13
PLF. EXH. 36, statement from Verizon Wireless to Wireless Communications for $29,000	4	7

(Reporter's Note: 53 exhibits were premarked by attorney for plaintiff, Pankaj Patel. Listed in the index are the exhibits that were identified in Ms. Cook's deposition.)

CONFIDENTIAL



Date: February 4, 2008

To: South Area Credit Review
1-800-385-2355

From: * Melissa M Czarnecki / Patricia Cook *

Agent: VP Enterprise, Inc.

Re: Request for Credit Approval

Please reply back via email to:
Melissa Marie Czarnecki Temp. Sales Ops, Car-Tn
Patricia L. Cook Sales Ops, Carolina's Tennessee

CONFIDENTIAL

verizonwireless

COMPLETE AND RETURN WITH
CREDIT PACKAGE

AGENT APPLICATION FOR CREDIT- LOCAL AGENTS

SUBMITTED BY:_____ CREDIT APPROVAL #:_____

EST.MONTHLY ORDER:_____ CREDIT LIMIT REQUESTED_____

FEDERAL TAX ID#[redacted] STATE SALES TAX#_____
Complete state resale certificate (Exhibit C) and attach to credit application.

DUN & BRADSTREET # (IF INCORPORATED):_____

STATE OF INCORPORATION: SC *DATE OF INCORPORATION:* 1-2008

YEARS IN BUSINESS: NA

COMPANY'S FULL LEGAL NAME: VP ENTERPRISE INC.

CONTACT NAME: KRISH PATEL Telephone: 864-275-5605

BILLING ADDRESS: 408 ASHBY PK LN P.O.BOX:_____

City: GREENVILLE State: SC Zip Code: 29607 County: GREENVILLE

Fax Number: 864-461-7633 E-mail Address: KRISHV.PATEL@HOTMAIL.COM

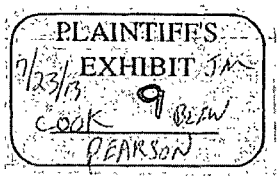
If billing address is a P.O. Box please indicate a separate mailing address for other delivery methods that may not deliver to a P.O. BOX.

MAILING ADDRESS: SAME AS ABOVE

City:_____ State:____ Zip Code:_____

If a subsidiary, or a division of another company, please give Parent Company's legal name and address.

Please include all store addresses indicating if they are **Shipping, Billing or Sales Only** locations on the next page.



Microsoft Outlook

From: krish patel <krishv.patel@hotmail.com>
Sent: Tuesday, February 19, 2008 12:37 PM
To: Pearson, Kelley; Blew, Tammy C
Subject: VP ENTERPRISE
Attachments: Premier Agent Time Line.doc

Here is the new time line we have created for our projected openings. If you have any questions please call or email me.

Thanks,

Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

February 2008

VP ENTERPRISES INC.

Our company feels that receiving "premier agent" status from the beginning of the contract is essential. VP Enterprises Inc is making additions to our central management team in efforts to expedite our expansion. Our company is under process of training and preparing a second "Director of Operations". This individual will work side by side to Krish Patel from pre opening to opening of our first location. Once our first location is up and running for 45 days, the company plans on expanding multiple stores simultaneously approximately every 30-45 days. This process will involve all hands on deck from central management and principles.

The illustration below has been created by our group based on statistical information regarding retail store openings. Our real estate broker examined best retail trade time which is how this time frame was created. This opening schedule will be possible based on our financial positioning, staffing and knowledge about this industry.

This example shows VP Enterprises Inc opening timeline:

Location 1 - May 1st

Location 2 - June 15th & Location 3 - June 20th

Location 4 - August 25th & Location 5 - August 30th

Location 6 - September 30th & Location 7 - October 5th

Location 8 - January 15th

Location 9 - February 29th

Location 10 - April 15th

Our group feels this time frame is achievable and essential for the success of VP Enterprise Inc and Verizon Wireless Communication's relationship.

As the company grows steadily, staff and central management will increase. VP Enterprise Inc seeks to expand vastly beyond the time line shown. The guidance and parameters set by Verizon Wireless will lead to our company's financial success and growth.

Microsoft Outlook

From: krishv.patel@hotmail.com
Sent: Wednesday, February 27, 2008 3:02 PM
To: Pearson, Kelley; tammy.blew@verizonwirless.com
Cc: Butler, Tim
Subject: Update

Krish Patel - Project Manager
VIP Hospitality, LLC
Hotel & Retail Development
864-275-5605 Phone
864-451-7533 Fax

Sent via BlackBerry Email

-----Original Message-----
From: krishv.patel@hotmail.com

Date: Fri, 15 Feb 2008 15:40:19
To:"Kelley Pearson" <kelley.pearson@verizonwireless.com>
Cc:tammy.blew@verizonwireless.com
Subject: Follow Up

Good Morning,

Hope everything is going well, I just wanted follow up on any decisions.

Dba, sites, financial approvals?

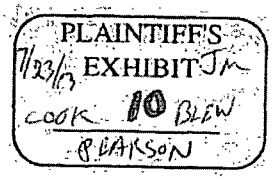
If you have any information please let me know.

Have a great day,
Krish Patel - Project Manager
VIP Hospitality, LLC
Hotel & Retail Development
864-275-5605 Phone
864-451-7533 Fax

Sent via BlackBerry Email

February 26, 2008

verizon wireless



VP Enterprises, Inc.
Attn: Pankaj Patel
Vijay Patel
408 Ashby Park Lane
Greenville, S.C. 29607

Re: Verizon Wireless Authorized Agent Application

Dear Sirs:

Thank you for submitting an Authorized Agency Agreement application with Verizon Wireless.

Various information and numerous factors are considered in the application process. After careful review of your application, we are unable to proceed with an Authorized Agency Agreement at this time.

Again, thank you for your interest in Verizon Wireless.

Sincerely,

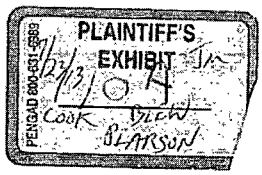
Tim Butler

Tim Butler,
Director Indirect Sales Distribution
Carolinas Tennessee Region

cc: Tammy Blew
Kelley Pearson
VZW Legal Department

Defendants 000732

CONFIDENTIAL



ARREST WARRANT

I-816442

STATE OF SOUTH CAROLINA
☐ County ☒ Municipality of
Greenville

THE STATE
against

Vijay Raojibhai Patel
Address: 6 CARLES WAY
GREENVILLE, SC 29615-
Phone: SSN:
Sex: M Race: I Height: 6 1 Weight: 175
DL State: SC DL #:
DOB: Agency ORI #:
Prosecuting Agency:
Prosecuting Officer:
Offense: SHOPLIFTING <$1000

Offense Code: 0528
Code/Ordinance Ref: 16-13-0110(B)(1)

This warrant is CERTIFIED FOR SERVICE in the
☐ County ☐ Municipality of
. The accused is to be arrested and brought before this to be dealt with according to the law.

(L.S.)
Signature of Judge
Date:

RETURN
A copy of this arrest warrant was delivered to defendant
on
Signature of Officer/Deputy Sheriff

ORIGINAL ORIGINAL

AFFIDAVIT

ORIGINAL

STATE OF SOUTH CAROLINA
☐ County ☒ Municipality of
Greenville

Personally appeared before me the affiant Don Ogle/Belks who being duly sworn deposes and says that defendant Vijay Raojibhai Patel did within this county and state on 12/09/2005 violate the criminal laws of this State of South Carolina (or ordinance of ☐ County ☒ Municipality of Greenville) in the following particulars:

DESCRIPTION OF OFFENSE: SHOPLIFTING <$1000

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

AFFIANT, EMPLOYEE OF BELKS DEPARTMENT STORE LOCATED AT 700 HAYWOOD RD, WITHIN THE CITY LIMITS OF GREENVILLE, S.C. STATES THAT THE ACCUSED, VIJAY PATEL WAS OBSERVED VIA CCTV SELECT FIVE CLOTHING ITEMS, GO TO REGISTER, PAID FOR THREE ITEMS, PLACED TWO IN HIS BAG WITHOUT PAYING, EXITED STORE. CAME BACK IN AND THEN SELECTED A PAIR OF PANTS, SWITCHES TAG WITH A CHEAPER TAG AND THEN PURCHASED ITEM AT LESSER VALUE. SUBJECT STOPPED AT THIS TIME. TOTAL VALUE OF MERCHANDISE $259.00.

Signature of Affiant

STATE OF SOUTH CAROLINA
☐ County ☒ Municipality of
Greenville

Affiant's Address: 700 Haywood Rd
Greenville, SC 29607-
Affiant's Telephone: (864)297-3200

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:
It appearing from the above affidavit that there are reasonable grounds to believe that on 12/9/2005 defendant Vijay Raojibhai Patel did violate the criminal laws of the State of South Carolina (or ordinance of ☐ County ☒ Municipality of Greenville) as set forth below:

DESCRIPTION OF OFFENSE: SHOPLIFTING <$1000

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or her before the undersigned to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as is practicable.

Sworn to and subscribed before me
on 12/09/2005 (L.S.)
Signature of Judge
Deanie Greenway
Judge Code: 6688

Judge's Address:
Judge's Telephone:
Issuing Court: ☐ Magistrate ☒ Municipal ☐ Circuit

ORIGINAL ORIGINAL ORIGINAL ORIGINAL

FEB. 19. 2008 4:09PM NO. 5260 P. 2

02/19/2008 5:00PM (GMT-05:00)

USDatalink
SCREENING REPORTS

User #/Auth. Requestor: U5076
Customer Reference #: VP ENTERPRISES
Order #: u5076-080212-110235-2
Date: 2/14/2008

Subject: PATEL, VIJAY R SSN: NOT LISTED DOB: [redacted]

Criminal Court Records

Misdemeanor Records Check

GREENVILLE, SOUTH CAROLINA - City of Greenville

SEARCH RESULTS

Searched Magistrate Court, which includes all misdemeanors indexed by the City of Greenville, from at least 2001 to the present.

Note: * 2 possible record(s) found *
* Please thoroughly check record to determine if matches coincide.

Match #: 1

Name on record: PATEL, VIJAY
DOB on record: [redacted]
SSN on record: NOT LISTED
Case number: I816442
File date: 12/09/2005
Charge: SHOPLIFTING-MISDEMEANOR
Disposition date: 12/14/2005
Disposition: GUILTY
Sentence: 30 DAYS JAIL-SUSPENDED; COSTS

Match #: 2

Name on record: PATEL, VIJAY
DOB on record: [redacted]
SSN on record: NOT LISTED
Case number: 95747DS
File date: 07/03/2007
Charge: ALCOHOL/OPEN CONTAINER OF BEER OR WINE IN VEHICLE-MISDEMEANOR
Disposition date: 08/28/2007
Disposition: NOT GUILTY

* End of Report *

Report provided by USDatalink (800)364-7770

verizonwireless

AGENT APPLICATION

To avoid processing delays and rejection of application, please complete all requested information on the Application. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
Applicant may also attach any information deemed necessary or relevant to application for agency status.

NOTE: If you are applying for agent (or subagent status through one of Verizon Wireless' Agents) to sell Verizon Wireless' cellular mobile radio service, Verizon Wireless' only obligation is to advise you (or the Agent who submitted your application) with the final result of Verizon Wireless' review of the application (approved or not approved).

Agency Status Requested: ☐ PostPay Only Agent ☒ PostPay AND PrePay Agent ☐ PrePay Only Agent
☐ Joint Marketing Agreement ☐ Data Agent

Please indicate Agent status: ☒ New ☐ Existing Agent-Please list region(s): _____

Are you requesting to have Sub-Agent(s)? ☒ No ☐ Yes - Subagent must complete an entire Agent Application Packet, including Attachments 1 and abide by Attachment 2

PLAINTIFF'S EXHIBIT 7/23/13 COOK 11 BREW STARSON

General Agent Information

1. Legal Name of Company (as listed on Certificate/Business License): VP ENTERPRISES INC.
(If company was known or previously operated under a different name(s), please list name(s):
_____

2. List all dba names:
_____

3. Agent Mailing Address and applicable county (notices will be sent to this address) and length of time at this location:
408 ASHBY PARK LANE GREENVILLE, SC 29607

4. Name, home address, and title of each Principal(s)/Owner(s) with 20% or more ownership (each principal/owner must complete a copy of page 1 and 2 of Attachment 1):
PANKAJ PATEL - PRESIDENT
VIJAY R. PATEL - VICE PRESIDENT

5. Type of Company:
☒ Corporation* ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Partnership*
*State and Date of Incorporation 1/2008 *Type of Corporation/Partnership S-CORP
For Corporations attach: *Certified Certificate of Incorporation*
AND Certified Certificate of Good Standing (photocopies are NOT acceptable)
For Partnership or Sole Proprietorship attach:
Certified Local / state registration to do business (photocopies are NOT acceptable)
For New Company attach: *Business Registration*
(If company previously operated under a different name(s), please list name(s) and address(es):
_____

6. Name of Parent Company if Subsidiary: _____

7. Person Completing Application VIJAY R. PATEL
Position/Title VICE PRESIDENT

8. List primary store location and length of time at this address: TBA

9. Is this building: ☐ Owned by you? ☐ Leased

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

10a. Do you have existing retail stores? ☐ Yes* ☒ No
*If yes, please list name, full address, and functions (ie, sales, service, installation) of all other store locations and length of time at each location: N-A

(please complete this information on the credit application)

10b. If no, where do you plan to open a store? Please list full address. SEE ATTACHMENT

(please complete this information on the credit application)

10c. Do you plan to open additional locations? ☒ Yes* ☐ No
*If yes, where, and when is the estimated opening (mo/yr)? SEE ATTACHMENT

11. Nature of Current Business. (Please list and explain all former, current, and other affiliations with wireless carriers and Verizon Wireless in all markets (please explain, include markets). Please also include all business or personal relationships or acquaintances who market or sell wireless products and/or services.
NO AFFILIATES WITH WIRELESS RETAIL.

12. Please list nature of business of any parent company, affiliates, and/or subsidiaries. VP ENTERPRISE INC., HAS BEEN ESTABLISHED FOR VERIZON WIRELESS AGENT BUSINESS.

13a. Please list all names and full addresses of key personnel responsible for wireless operations in your company. Please also indicate background of all individuals. SEE ATTACHMENT

13b. How many people will you employ? 1 PERLOC Outside sales 2 PER LOC Inside sales 1 PERLOC Administration

13c. Are you willing to require employees to have formal training from Verizon Wireless? ☒ Yes ☐ No

13d. Are you willing to participate in periodic training sessions? ☒ Yes ☐ No

14. Please list all communication products and/or services you are selling or have sold in the past. State effective dates for these products and/or services. N/A

15. Does Applicant propose to carry other types of wireless products or services? ☐ Yes* ☒ No
*If yes, please describe below: VERIZON WIRELESS PRODUCTS ONLY

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

Sales

16. Do you currently offer any of the following: ☐ Cellular ☐ Wireless Data ☐ PrePay

17. Have you ever sold cellular service? ☐ Yes* ☒ No
*If yes, what carriers and specific timeframe_____

18. Have you ever sold wireless data? ☐ Yes* ☒ No
*If yes, what carriers and specific timeframe _____

19. Have you ever sold PrePay? ☐ Yes* ☒ No
*If yes, what carriers and specific timeframe _____

20. What are you interested in selling: (check all that apply) ☒ Cellular ☒ Wireless Data ☒ PrePay

21. What will be your sales focus? (% of overall cellular sales activity vs. other products/services) 100 %

22. Please indicate the breakdown of your proposed wireless business. (percentage of PrePay, post-pay & wireless data)
5 % PrePay 60 % Post-Pay 35 % Wireless Data

23. Activation Projections
Please estimate your monthly activation totals for the following:
Cellular 70 /month Wireless Data 25 /month PrePay 10 /month

24. Do you have a facility capable of performing installations of cellular phones into vehicles? ☐ Yes ☒ No

25. Do you plan on selling PrePay replenishment cards or PINS? ☒ Yes ☐ No

Sales and Promotion Strategies

CO-OP Advertising

29. Will you participate in CO-OP advertising? ☒ Yes ☐ No

Advertising Budget

30. What will your monthly advertising budget be? RANGING FROM $700 - 1000.

31. What are your advertising plans for the upcoming year? What is your strategy?
THE PLANS FOR OUR COMPANIES ADVERTISING IS USING ALL FORMS OF MARKETING. WE WILL USE PRINT MEDIA, ELECTRONIC MEDIA AND TELECOMMUNICATIONS MEDIA TO GAIN MASS EXPOSURE. OUR STRATEGY IS TO STAY CONSISTENT WITH ADVERTISING YEAR LONG.

Newspaper	☒ Yes	☐ No	Direct Mail	☒ Yes	☐ No
Journals	☒ Yes	☐ No	Billboards	☒ Yes	☐ No
Television	☒ Yes	☐ No	Internet	☒ Yes	☐ No
Cable	☐ Yes	☒ No	Other	☒ Yes	☐ No
Radio	☒ Yes	☐ No			

*The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

Displays and Merchandising

Signage (Interior/Exterior)

Interior: _____

Exterior: (Signage specs/size) — NA —

Please attach your company logo and layout of your store design.

33. Applicant understands that Verizon Wireless at its own expense may request a credit report and perform a criminal background investigation on Applicant company and individuals.

34. Applicant understands that unless and until an Authorized Agency Agreement has been executed by BOTH Verizon Wireless and the Applicant that there is no Contractual relationship between the parties.

35. For your information: All Verizon Wireless agents, upon execution of an Authorized Agency Agreement between company and Verizon Wireless, are required to provide to Verizon Wireless proof of insurance coverage. See Attachment 2, hereto, for complete requirements.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IF ANY INFORMATION PROVIDED IS DETERMINED TO BE INCORRECT BY VERIZON WIRELESS, THAT MY APPLICATION FOR AGENCY STATUS CAN BE DENIED, OR MY AGENCY STATUS REVOKED.

I HEREBY CERTIFY THAT NO PERSON, CORPORATION OR OTHER ENTITY AFFILIATED WITH COMPANY ("COMPANY") APPLYING FOR AGENT STATUS IS OWNED, IN WHOLE OR IN PART, EMPLOYED BY, OR OTHERWISE CONNECTED WITH MY COMPANY, IS CONTRACTUALLY PROHIBITED UNDER A CURRENT, EXPIRED/TERMINATED CONTRACT FROM REPRESENTING VERIZON WIRELESS AS A PROVIDER OF WIRELESS SERVICES. COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VERIZON WIRELESS AGAINST ALL FUTURE OBLIGATIONS, LOSSES, DAMAGES, ACTIONS, SUITS, COSTS OR LIABILITIES (INCLUDING ATTORNEY'S FEES) INCURRED IN THE ENFORCEMENT OF THIS INDEMNIFICATION, FOR ANY CLAIMS OR DEMANDS ARISING OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART OUT OF ANY: BREACH OR VIOLATION OR ALLEGED BREACH OR ALLEGED VIOLATION OF ANY TERM OF ANY CONTRACTUAL AGREEMENT SUCH COMPANY MAY HAVE ENTERED WITH ANY OTHER CARRIER OR THIRD PARTY ENTITY.

I RECOGNIZE THAT VERIZON WIRELESS MAY REJECT ANY OR ALL APPLICATIONS IN ITS SOLE AND ABSOLUTE DISCRETION, AND THAT VERIZON WIRELESS'S ONLY OBLIGATION PURSUANT TO THIS APPLICATION IS TO TELLTHE APPLICANT AFTER FINAL REVIEW WHETHER THE APPLICATION HAS BEEN APPROVED OR DENIED. VERIZON WIRELESS WILL HAVE NO OTHER OBLIGATION TO ANY APPLICANT UNLESS AND UNTIL AN AUTHORIZED AGENCY AGREEMENT IS SIGNED BY A VERIZON WIRELESS REGIONAL OR AREA PRESIDENT. I UNDERSTAND THAT ANY INVESTMENTS OR COMMITMENTS I MAKE BEFORE RECEIVING A PROPERLY SIGNED AUTHORIZED AGENCY AGREEMENT ARE ENTIRELY AT MY OWN RISK. NO PERSONNEL OF VERIZON WIRELESS EXCEPT THE AREA PRESIDENT WITH AREA GENERAL COUNSEL CONCURRENCE ARE AUTHORIZED TO ALTER THIS PROCESS.

POTENTIAL AGENT PRINCIPAL SIGNATURE: Vipul R Patel

TITLE: Vice Pres. DATE: 1-28-08

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

verizon wireless

AUTHORIZATION FOR RELEASE OF INFORMATION

EACH principal/owner owning 20% or Agent's company is required to complete ALL information on pages 1 and 2 of this Attachment 1. The Authorization for Release of Information expedites the approval process.

Please make as many copies of Attachment 1 as needed.

TO WHOM IT MAY CONCERN:

I, VIJAY R. PATEL, am having a confidential background investigation of me performed by a security firm retained by Verizon Wireless, in connection with prospective business undertakings. The investigation is being conducted by an authorized agent of a security firm retained by Verizon Wireless.

Therefore, I do hereby authorize a review and full disclosure of all records, or any part thereof, concerning myself or any business enterprise with which I am associated to a duly authorized agent of a security firm retained by Verizon Wireless, whether said records are public or private, and including those which may be deemed to be of a privileged or confidential nature.

The intention of this authorization is to provide information, which will be utilized as investigative source material. The undersigned releases all persons, including but not limited to, a security firm retained by Verizon Wireless and its agents, and any person or firm which may have retained them to conduct this investigation, from any and all liability which may arise in connection with this investigation or the good faith disclosure of any information by or on behalf of the undersigned or by any individual or firm contacted in connection with this investigation.

Photostatic copies of this authorization will be considered as effective and valid as the original.

The original copy of this Authorization must be returned to Verizon Wireless.

Witness: _____

Date: _____

Applicant: VIJAY R. PATEL
Signature: Vijay R Patel
Title: Vice Pres.
Date: 1-28-08
Social Security No: [redacted]
Date of Birth [redacted]
Home Address 6, Eables Way
Greenville, SC. 29615
Drivers License No: [redacted]

PLEASE PRINT LEGIBLY

Revised 05/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

PERSONAL HISTORY QUESTIONNAIRE

To avoid processing delays and rejection of application, please complete all requested information on this questionnaire. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
Applicant may also attach any information deemed necessary or relevant to application for agency status.

1. Name PATEL, VIJAY R.
(Last, First, Middle Initial)

Any Other Names Used N/A

Addresses During the Last Ten Years (use attachments if needed):

Current Permanent Residence: Number of Years at Residence 8 YRS

Street Address 10 GABLES WAY

City, State & Zip Code GREENVILLE, SC 29615

Home Tel. No. 864-299-6717 (Area Code and No.) Bus. Tel. No. 864-288-6221 (Area Code and No.)

County of Residence GREENVILLE

2. Criminal History:
Have you ever been convicted of a crime(s) or entered a plea of nolo contendere to a criminal charge(s) other than a minor traffic violation(s)? ☐ Yes ☒ No
If yes, please furnish details, location and dates.

3. Criminal History:
Please list the locations and dates of all criminal convictions of company officers and directors, other than minor traffic violations. If none, state "NONE". NONE

4. Bankruptcy History:
List any bankruptcy actions during the past ten years. Include dates filed and where, whether business or personal, court of jurisdiction, docket number and name and address of trustee. If none, state "NONE".
NONE

5. Litigation History:
List any pending and settled suits or actions for the past five years. Provide a brief description, dates, liability estimate, court of jurisdiction and location and disposition. If none, state "NONE".
NONE

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

ATTACHMENT 2

INSURANCE REQUIREMENTS

Please be advised that Verizon Wireless requires its Agents and subagents to maintain the following insurance with a recognized insurance company qualified to do business in Verizon Wireless' area.

Agent will maintain at all times during the Term or any extension or renewal thereof, at Authorized Agent's sole expense, the following insurance with an insurance company rated at least A- by A.M. Best Company and qualified to do business within the Area. Coverage required can be satisfied with primary and/or umbrella excess coverage.

(1) Workers Compensation Insurance as required by each State in which Authorized Agent performs the Agreement including a waiver of subrogation endorsement against Verizon Wireless.

Deleted:

(2) Comprehensive or Commercial General Liability Insurance with the minimum limits as follows:

(a) For Authorized Agents having three (3) or less Authorized Locations: One Million Dollars ($1,000,000) per occurrence for bodily and personal injury or death; One Million Dollars ($1,000,000) per occurrence for property damage; and One Million Dollars ($1,000,000) per occurrence for product liability arising out of any defects in the use of Equipment; and

(b) For Authorized Agents having more than three (3) Authorized Locations: Two Million Dollars ($2,000,000) per occurrence of bodily and personal injury or death; Two Million Dollars ($2,000,000) per occurrence for property damage; and Two Million Dollars ($2,000,000) per occurrence for product liability arising out of any defects in the use of Equipment.

(3) Employer's Liability Insurance within limits of not less than:

(a) For Authorized Agents having three (3) or less Authorized Locations, Two Hundred Thousand Dollars ($200,000) per occurrence; and

(b) For Authorized Agents having more than (3) Authorized Locations, One Million Dollars ($1,000,000) per occurrence.

(4) Automobile Liability, Comprehensive Form, with limits of not less than Five Hundred Thousand Dollars ($500,000) for bodily injury and Five Hundred Thousand Dollars ($500,000) for property damage per occurrence or One Million Dollars ($1,000,000) combined single limit, subject to such deductibles Verizon Wireless determines to be appropriate, covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles (used on any occasion in the business of the Authorized Agent). Authorized Agent acknowledges, understands and expressly agrees that all personal vehicles will meet applicable State statutory requirements for business use.

(5) For Authorized Agents having at any time during the Term or any extension or renewal thereof more than three (3) Authorized Locations, Professional Liability Insurance (Errors and Omissions) covering trademark and copyright infringement with limits of not less than One Million Dollars ($1,000,000) per occurrence.

(6) If Authorized Agent has more than twenty-five (25) Locations: A Commercial Crime Bond or Employee Dishonesty Policy with a minimum aggregate limit of Five Hundred Thousand dollars ($500,000) is required.

At Verizon Wireless' request, Authorized Agent will submit to Verizon Wireless a Certificate of Insurance, on an ACORD form or a similar form acceptable to Verizon Wireless in its sole discretion, evidencing all required insurance prior to the start of any work under this Agreement and annually thereafter on the policy renewal date during the Term or any extension or renewal thereof. Cellco Partnership or Verizon Wireless and, if applicable, any partnerships who participate in this Agreement, will be named as "Additional Insured" on all policies except Workers Compensation, Employees Liability Insurance and Professional Liability coverage, which will also be so evidenced on the Certificate of Insurance. Each insurance policy will state by endorsement that such policy will not be cancelled or materially changed without at least thirty (30) calendar days prior written notice to Verizon Wireless.

The insurance required in Sections 1 through 5 will provide that such insurance is primary coverage with respect to all insureds and will contain a waiver against Cellco Partnership or Verizon Wireless and any applicable Partnership(s) and such parties' Affiliates, directors, officers, employees and partners.

Verizon Wireless may at any time, upon sixty (60) calendar days prior written notice to Authorized Agent, require Authorized Agent to increase the amount of coverage of any type of insurance or require different or additional types of insurance to reflect inflation, higher damage awards or comparable factors which make the above limits insufficient to cover Authorized Agent liabilities and Authorized Agent's obligations to indemnify of Verizon Wireless.

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

FW: Tax return

From: **krish patel** (krishv.patel@hotmail.com)
Sent: Mon 2/11/08 4:14 PM
To: Kelley Pearson (kelley.pearson@verizonwireless.com)
2 attachments
2005 Income Tax Return Federal.pdf (2.5 MB), 2006 Income Tax Return Federal.pdf (3.1 MB)

Kelley,

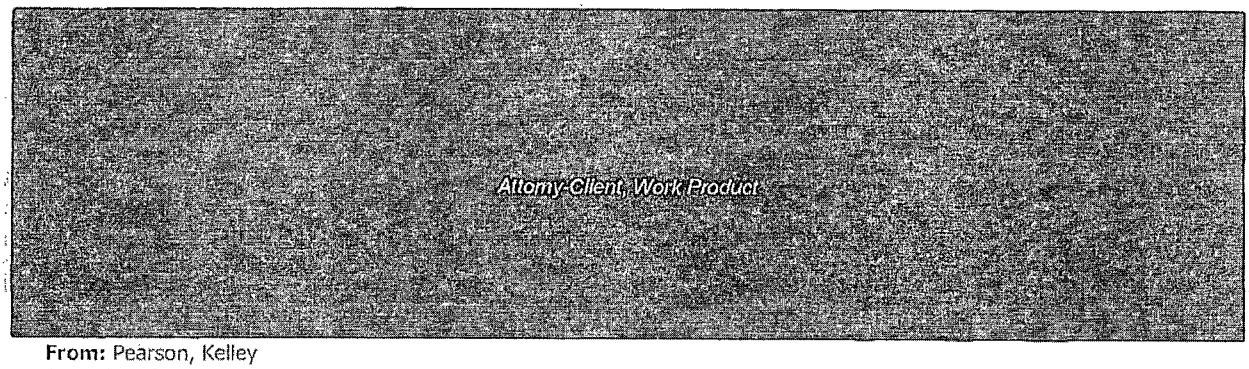
Here is the tax returns for Pankaj Patel.

Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

> Date: Mon, 11 Feb 2008 05:47:31 -0800
> From: kaj.patel@charter.net
> To: krishv.patel@hotmail.com
> Subject: Re: Tax return
> CC: krishv.patel@yahoo.com
>
> Krish attached are my returns of 05 and 06. Please confirm reciept.
>
> --
> Pankaj Patel
> President
> Arman Consulting, Inc
> www.armanci.com
>
> ---- krishv.patel@hotmail.com wrote:
> > Kaj,
> >
> > Please email me 2 years of tax returns as soon as possible. I need to email them to tammy.
> >
> > Thanks,
> >
> > Krish
> > Sent via BlackBerry by AT&T
> >



From: Pearson, Kelley
Sent: Monday, April 07, 2008 11:12 AM
To: Blew, Tammy C.
Subject: FW: Verizon agent location business plan

Please see Mr. Phillps business plan.

From: Phillips, Corby [mailto:PhillipsC@Warn.com]
Sent: Saturday, April 05, 2008 9:12 AM
To: Pearson, Kelley
Subject: Verizon agent location business plan

Kelley,

Per our conversation, you requested a business plan for my agent stores here in the Upstate of SC. Attached is that business plan. I welcome any questions you may have and look forward to meeting with you.

Sincerely,

Corby S. Phillips
Cell:864-616-6798
phillipsc@warn.com

This communication, including any attachment(s), may contain privileged, confidential, or private information intended for a specific individual and purpose, and is protected by law. If you are not the person for whom this information is intended, please delete it, destroy any attachment, notify me immediately, and do not copy, use, or send this message or attachment to anyone else.

April 4, 2008

Verizon Wireless Agent Business Plan

Corby Phillips

Owner Description:

This company will be owned by Corby S. Phillips. This South Carolina based company will operate Verizon Wireless agent location(s). Location(s) will be exclusive retail location(s) to purchase Verizon Wireless service and equipment.

Objective:

- To build the flagship agent store of Verizon Wireless in the district. Through sales, revenues and customer experience.
- To provide training and support for store personal, maintaining excellent moral of all store employees.
- To create the best possible customer experience resulting not only in customer loyalty and increasing sales for the store, but also for Verizon Wireless.
- To hold regular staff meetings that will result in the continued commitment of building one team, which, by working together will make our stores flagship agent stores of the district.

Development & Status

Upon meeting with Verizon Wireless approval committee, incorporation and licensing will be pursued immediately. The agent location will be operated and managed by my established management team. Startup capital will be provided by myself and additional capital requirements of up to $200,000 can be available. Relationships have been established with Palmetto Bank and BB & T for financing.

The company I used to represent, Exit Reality has helped me find locations based on demographics and traffic counts on retail locations.

Rick Markowski with Exit Realty has dealt in the retail industry. His firm will keep us up to date on availability of key retail locations for future expansions.

Immediate Actions

After the business meets its projections within 1 month, we will start expanding locations starting with highest traffic count and market research. Our goal is to have all ten locations operating in the Upstate of South Carolina within a year time span.

Short Term

We would like to expand north and south of I – 85. Our stretch goal would entail expanding vastly in the Carolinas and Tennessee regions.

Long Term

Our long term goal would be to expand along the east coast of the United States and to be recognized as agent leaders of Verizon Wireless.

Industry Analysis

The wireless industry is very competitive and demanding. Verizon Wireless is a recognized market leader in this industry, mainly competing with GSM leader AT&T Mobility. Verizon Wireless has over 63.7 million customers and over 38 billion dollars in revenue. With Greenville's rank "highest cell phone per capita users" a few years ago, we believe there still is a high demand for wireless services. By offering the premium network Verizon Wireless and a strategically planned business team, both companies will benefit and succeed.

The wireless industry has evolved from trunk phones to the ability to down load your favorite song over the air, right off your handset device. There are over 162 million subscribers to the wireless industry and over $118 billion in investments.

There's much more that is offered in today's wireless products. Verizon Wireless offers America's most reliable network with the industry fasted mobile broadband network. This is one of the few reasons why Verizon Wireless dominates the Carolinas/Tennessee market. With Carolina/Tennessee region being one of the most productive and revenue generating regions in the company, our company knows we can contribute to that success.

Products & Related Services

Our locations will have full intent to offer the complete line of products and wireless solutions provided by Verizon Wireless. By using a strategic inventory process control, we will be able to provide all different types of products to our consumers.

Service

A team of professional, motivated, positive and knowledgeable staff will be available for our customers. Every customer will get the perfect customer experience from our sales team. All employees will go through extensive training when hired. The sales team will be intergraded with the communities' business events. All representatives will be trained on out bound and cold calling. Employees will be trained on how to generate small business leads as well as how to establish and create them. Employee will be trained on personal selling skills, customer first and probing models. Mystery shops will be conducted in order to evaluate and promote better performances. Employees will be trained on CDMA technology as well as evdo. As technology changes and evolves our company will be proactive in trainings and learning. Verizons competitive advantage will be taught to be sure our employees providing consumers with accurate information.

The Target Market

The market for the Verizon Wireless products and services is almost anyone from middle school children and up to the elderly. The Upstate, SC market is densely populated and increases to grow. With iCAR research center and South Financial Bank coming into Greenville, it will increase the demand for cellular users.

Market Location & Customers

Our first location will be placed on Five Forks & Woodruff Road or on Pelham Road by the new Wal-Mart. These two locations will be very successful locations base on demographics, traffic counts and other neighbor retailers.

Local population -- the county of Greenville with a year-round population of 500,000 +-.
Local businesses -- The Chamber of Commerce lists over 6400 businesses. Companies such as Michelin, BMW, Fluor, Jacobs, etc have large offices or corporate headquarter located here.
Venues: Bi-Lo Center (16,000), Furman University, Timmons Arena (4,750), Sirrine Stadium

customer base.

Hours of Operation

TBA, 7 Days a week operation

Employee Training & Education

Employees will be trained not only in their specific operational duties but in the philosophy and applications of our concept. They will receive extensive information from the management and be kept informed of the latest information on the industry.

Systems & Controls

Selling with integrity

Management & Organization

Corby S Phillips – President

Greg Freitag – Director of Operations

Jeremy Strine – General Manager

Katie Spaeth - Director of Training & Inventory Control

Trey Galoway – Director of Sales & Marketing

Dale McKinney – Attorney & Professional Business/Legal Support

Dan Jones – Business Accountant, CPA

Furman University Paladin Stadium (16,000), Furman University Soccer Stadium (3,000)
The student – USC Upstate, the largest growing university in the state. Clemson, Furman, Greenville Tech, Bob Jones, North Greenville College

Competitive Strategy

Our locations will offer:

- A professional, perfect customer experience and total wireless solutions.
- Trained individuals, guided by professionals of the business industry.
- changing behaviors to change results
- High employee motivation and good sales attitude

Marketing Plan & Sales Strategy

Market Penetration
Entry into the market should not be a problem. The first stores will have extremely high visibility with heavy foot traffic all day long. The most traveled roads in the upstate Pelham and Woodruff.

Marketing Strategy

Focusing on the unique service and professionalism. Courteous and knowledgeable sales consultants to provide consumers with all their wireless needs. Backed up by Verizon Wireless, Worry Free Guarantee

- Print media -- local newspapers, magazines and student publications
- Chamber of Commerce brochures
- Direct mail -- subscriber lists, office
- Misc. -- yellow pages, charity events
- Internet Website
- Corporate relations

The marketing effort will be split into 3 phases;

1) Opening -- An advanced notice sent out to our personal, business and community contacts.
2) Ongoing -- A flexible campaign with personal, business and community contacts, assessed regularly for effectiveness.
3) Point of sale -- A well-trained staff can increase the average check as well as enhancing the customer's overall experience. Word-of-mouth referral is very important in building a solid

verizonwireless ...GENT APPLICATION Page 1 o...

To avoid processing delays and rejection of application, please complete all requested information on the Application. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
Applicant may also attach any information deemed necessary or relevant to application for agency status.

NOTE: If you are applying for agent (or subagent status through one of Verizon Wireless' Agents) to sell Verizon Wireless' cellular mobile radio service, Verizon Wireless' only obligation is to advise you (or the Agent who submitted your application) with the final result of Verizon Wireless' review of the application (approved or not approved).

Agency Status Requested: ☐ PostPay Only Agent ☑ PostPay AND PrePay Agent ☐ PrePay Only Agent
☐ Joint Marketing Agreement ☐ Data Agent

Please indicate Agent status: ☑ New ☐ Existing Agent-Please list region(s): NEW - POST PAY & PRE PAY AGENT

Are you requesting to have Sub-Agent(s)? ☑ No ☐ Yes - Subagent must complete an entire Agent Application Packet, including Attachments 1 and abide by Attachment 1

General Agent Information

1. Legal Name of Company (as listed on Certificate/Business License): P Communication Inc.
(If company was known or previously operated under a different name(s), please list name(s):

2. List of dba names: ~~N/A~~ Wireless Comm

3. Agent Mailing Address and applicable county (notices will be sent to this address) and length of time at this location: [redacted] Greenville, SC 29615

4. Name, home address, and title of each Principal(s)/Owner(s) with 20% or more ownership (each principal owner must complete a copy of page 1 and 2 of Attachment 1)

5. Type of Company:

☑ Corporation* ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Partnership*

*State and Date of Incorporation SC - April 2008 *Type of Corporation/Partnership Sole Proprietorship

For Corporations attach: *Certified Certificate of Incorporation*
AND Certified Certificate of Good Standing (photocopies are NOT acceptable)
For Partnership or Sole Proprietorship attach:
Certified Local / state registration to do business (photocopies are NOT acceptable)
For New Company attach: *Business Registration*
(If company previously operated under a different name(s), please list name(s) and address(es):

6. Name of Parent Company if Subsidiary:

7. Person Completing Application: Corby S. Phillips
Position/Title: President

8. List primary store location and length of time at this address: N/A

9. Is this building: ☐ Owned by you? ☑ Leased

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

PLAINTIFF'S EXHIBIT 5m
7/23/13
COOK 11 A BLEW
PEARSON

10a. Do you have existing retail stores? ☐ Yes* ☑ No
*If yes, please list name, full address, and functions (ie, sales, service, installation) of all other store locations and length of time at each location:
NA
(please complete this information on the credit application)

10b. If no, where do you plan to open a store? Please list full address.
(please complete this information on the credit application)

10c. Do you plan to open additional locations? ☑ Yes* ☐ No
*If yes, where, and when is the estimated opening (mo/yr)? Yes, interested in Premier Status Agent and opening 10 locations within year one

11. Nature of Current Business (Please list and explain all former, current, and other affiliations with wireless carriers and Verizon Wireless in all markets (please explain, include markets). Please also include all business or personal relationships or acquaintances who market or sell wireless products and/or services.
No affiliation with the wireless industry.
Previously been involved in
restuamnt business and small retail business

12. Please list nature of business of any parent company, affiliates, and/or subsidiaries: NA

13a. Please list all names and full addresses of key personnel responsible for wireless operations in your company.
Please also indicate background of all individuals.
NA

13b. How many people will you employ? 1 per store Outside sales 3-5 per store Inside sales 3 per 5 stores Administration
13c. Are you willing to require employees to have formal training from Verizon Wireless? ☑ Yes ☐ No
13d. Are you willing to participate in periodic training sessions? ☑ Yes ☐ No

14. Please list all communication products and/or services you are selling or have sold in the past.
State effective dates for these products and/or services.
NA

15. Does Applicant propose to carry other types of wireless products or services? ☐ Yes ☑ No
*If yes, please describe below:
NO

Revised 08/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them

Sales

16. Do you currently offer any of the following: ☐ Cellular ☐ Wireless Data ☐ PrePay

17. Have you ever sold cellular service? ☐ Yes ☑ No
*If yes, what carriers and specific timeframe No

18. Have you ever sold wireless data? ☐ Yes ☑ No
*If yes, what carriers and specific timeframe No

19. Have you ever sold PrePay? ☐ Yes ☑ No
*If yes, what carriers and specific timeframe No

20. What are you interested in selling: (check all that apply) ☑ Cellular ☑ Wireless Data ☑ PrePay

21. What will be your sales focus? (% of overal. cellular sales activity vs. other products/services) 100% sales %

22. Please indicate the breakdown of your proposed wireless business. (percentage of PrePay, post-pay & wireless data)
70 % PrePay. 5 % Post-Pay 25 % Wireless Data

23. Activation Projections
Please estimate your monthly activation totals for the following:
Cellular 70 /month Wireless Data 25 /month PrePay 5 /month

24. Do you have a facility capable of performing installations of cellular phones into vehicles? ☐ Yes ☑ No

25. Do you plan on selling PrePay replenishment cards or PINS? ☐ Yes ☐ No

Sales and Promotion Strategies

CO-OP Advertising

29. Will you participate in CO-OP advertising? ☑ Yes ☐ No

Advertising Budget

30. What will your monthly advertising budget be? $1500.00 +-

31. What are your advertising plans for the upcoming year? What is your strategy?
Use all forms of advertising including but not limited to: print media, online media, mailers, road promotions. We will focus on our target market and use push marketing strategies to bring in customers.

Newspaper	☑ Yes	☐ No	Direct Mail	☑ Yes	☐ No
Journals	☐ Yes	☐ No	Billboards	☐ Yes	☐ No
Television	☑ Yes	☐ No	Internet	☑ Yes	☐ No
Cable	☑ Yes	☐ No	Other	☐ Yes	☐ No
Radio	☑ Yes	☐ No			

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and potential employees, retained, or contracted by them.

Displays and Merchandising

Signage (Interior/Exterior)
Interior: Wireless Communications

Exterior: (Signage specs/size) Wireless Communications

Please attach your company logo and layout of your store design.

33. Applicant understands that Verizon Wireless at its own expense may request a credit report and perform a criminal background investigation on Applicant company and individuals.

34. Applicant understands that unless and until an Authorized Agency Agreement has been executed by BOTH Verizon Wireless and the Applicant that there is no Contractual relationship between the parties.

35. For your information: All Verizon Wireless agents, upon execution of an Authorized Agency Agreement between company and Verizon Wireless, are required to provide to Verizon Wireless proof of insurance coverage. See Attachment 2, hereto, for complete requirements.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IF ANY INFORMATION PROVIDED IS DETERMINED TO BE INCORRECT BY VERIZON WIRELESS, THAT MY APPLICATION FOR AGENCY STATUS CAN BE DENIED, OR MY AGENCY STATUS REVOKED.

I HEREBY CERTIFY THAT NO PERSON, CORPORATION OR OTHER ENTITY AFFILIATED WITH COMPANY ("COMPANY") APPLYING FOR AGENT STATUS IS OWNED, IN WHOLE OR IN PART, EMPLOYED BY, OR OTHERWISE CONNECTED WITH MY COMPANY, IS CONTRACTUALLY PROHIBITED UNDER A CURRENT, EXPIRED/TERMINATED CONTRACT FROM REPRESENTING VERIZON WIRELESS AS A PROVIDER OF WIRELESS SERVICES. COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VERIZON WIRELESS AGAINST ALL FUTURE OBLIGATIONS, LOSSES, DAMAGES, ACTIONS, SUITS, COSTS OR LIABILITIES (INCLUDING ATTORNEY'S FEES) INCURRED IN THE ENFORCEMENT OF THIS INDEMNIFICATION, FOR ANY CLAIMS OR DEMANDS ARISING OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART OUT OF ANY BREACH OR VIOLATION OR ALLEGED BREACH OR ALLEGED VIOLATION OF ANY TERM OF ANY CONTRACTUAL AGREEMENT SUCH COMPANY MAY HAVE ENTERED WITH ANY OTHER CARRIER OR THIRD PARTY ENTITY.

I RECOGNIZE THAT VERIZON WIRELESS MAY REJECT ANY OR ALL APPLICATIONS IN ITS SOLE AND ABSOLUTE DISCRETION, AND THAT VERIZON WIRELESS'S ONLY OBLIGATION PURSUANT TO THIS APPLICATION IS TO TELL THE APPLICANT AFTER FINAL REVIEW WHETHER THE APPLICATION HAS BEEN APPROVED OR DENIED. VERIZON WIRELESS WILL HAVE NO OTHER OBLIGATION TO ANY APPLICANT UNLESS AND UNTIL AN AUTHORIZED AGENCY AGREEMENT IS SIGNED BY A VERIZON WIRELESS REGIONAL OR AREA PRESIDENT. I UNDERSTAND THAT ANY INVESTMENTS OR COMMITMENTS I MAKE BEFORE RECEIVING A PROPERLY SIGNED AUTHORIZED AGENCY AGREEMENT ARE ENTIRELY AT MY OWN RISK. NO PERSONNEL OF VERIZON WIRELESS EXCEPT THE AREA PRESIDENT WITH AREA GENERAL COUNSEL CONCURRENCE ARE AUTHORIZED TO ALTER THIS PROCESS.

POTENTIAL AGENT PRINCIPAL SIGNATURE

TITLE: President DATE: April 2008

Revised 09/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

verizon wireless

AUTHORIZATION FOR RELEASE OF INFORMATION

EACH principal/owner owning 20% of Agent's company is required to complete ALL information on pages 1 and 2 of this Attachment 1. The Authorization for Release of Information expedites the approval process.

Please make as many copies of Attachment 1 as needed.

TO WHOM IT MAY CONCERN:

I, Corby S. Phillips, am having a confidential background investigation of me performed by a security firm retained by Verizon Wireless, in connection with prospective business undertakings. The investigation is being conducted by an authorized agent of a security firm retained by Verizon Wireless.

Therefore, I do hereby authorize a review and full disclosure of all records, or any part thereof, concerning myself or any business enterprise with which I am associated to a duly authorized agent of a security firm retained by Verizon Wireless, whether said records are public or private, and including those which may be deemed to be of a privileged or confidential nature.

The intention of this authorization is to provide information, which will be utilized as investigative source material. The undersigned releases all persons, including but not limited to, a security firm retained by Verizon Wireless and its agents, and any person or firm which may have retained them to conduct this investigation, from any and all liability which may arise in connection with this investigation or the good faith disclosure of any information by or on behalf of the undersigned or by any individual or firm contacted in connection with this investigation.

Photostatic copies of this authorization will be considered as effective and valid as the original.

The original copy of this Authorization must be returned to Verizon Wireless.

Witness: _____

Date: _____

Applicant: Corby S. Phillips

Signature: _____

Title: President

Date: April 24, 2008

Social Security No: [redacted]

Date of Birth: [redacted]

Home Address: [redacted] Greenville, SC 29615

Drivers License No: [redacted]

PLEASE PRINT LEGIBLY

Revised 08/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

PERSONAL HISTORY QUESTIONNAIRE

To avoid processing delays and rejection of application, please complete all requested information on this questionnaire. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
Applicant may also attach any information deemed necessary or relevant to application for agency status.

1 Name Phillips (Last) Corby (First) S (Middle Initial)

Any Other Names Used

Addressed During the Last Ten Years (use attachments if needed):

Current Permanent Residence: Number of Years at Residence 03

Street Address [redacted]

City, State & Zip Code Greenville, SC 29615

Home Tel No 864-616-6798 (Area Code and No.) Bus. Tel No. 864-414-8856 (Area Code and No.)

County of Residence Greenville

2. Criminal History:
Have you ever been convicted of a crime(s) or entered a plea of nolo contendere to a criminal charge(s) other than a minor traffic violation(s)? ☐ Yes ☑ No
If yes, please furnish details, location and dates
na

3. Criminal History:
Please list the locations and dates of all criminal convictions of company officers and directors, other than minor traffic violations. If none state "NONE".
na

4 Bankruptcy History:
List any bankruptcy actions during the past ten years. Include dates filed and where, whether business or personal, court of jurisdiction, docket number and name and address of trustee. If none, state "NONE".
na

5 Litigation History:
List any pending and settled suits or actions for the past five years. Provide a brief description, dates, liability claimed, court of jurisdiction and location and disposition. If none, state "NONE".
na

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them

verizonwireless

AGENT APPLICATION

- To avoid processing delays and rejection of application, please complete all requested information on the Application. Do not leave any blank spaces: If requested information does not apply, please indicate with "N/A" or "NONE".
- *Applicant may also attach any information deemed necessary or relevant to application for agency status.*

NOTE: If you are applying for agent (or subagent status through one of Verizon Wireless' Agents) to sell Verizon Wireless' cellular mobile radio service, Verizon Wireless' only obligation is to advise you (or the Agent who submitted your application) with the final result of Verizon Wireless' review of the application (approved or not approved).

Agency Status Requested: PostPay AND PrePay Agent X Data Agent

Please indicate Agent status: ☐ New X Existing Agent-Please list region(s): Carolinas

Are you requesting to have Sub Agent(s)? X No ☐ Yes - Subagent must complete an entire Agent Application Packet, including Attachments 1 and abide by Attachment 2

General Agent Information

1. Legal Name of Company (as listed on Certificate/Business License): P Communications Inc.
   (If company was known or previously operated under a different name(s), please list name(s):
2. List all dba names: Wireless Communications
3. Agent Mailing Address and applicable county (notices will be sent to this address) and length of time at this location:
   2007 Augusta St Greenville,SC 29605
4. Name, home address, and title of each Principal(s)/Owner(s) with 20% or more ownership (each principal/owner must complete a copy of page 1 and 2 of Attachment 1):
   Krish V Patel – Director of Operations , 408 Ashby Park Lane Greenville, SC 29615
5. Type of Company :

☐ Corporation* ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Partnership*

*State and Date of Incorporation SC 05-2008 *Type of Corporation/Partnership S-Corp

For Corporations attach: *Certified Certificate of Incorporation AND Certified Certificate of Good Standing* (photocopies are NOT acceptable)
For Partnership or Sole Proprietorship attach:
Certified Local / state registration to do business (photocopies are NOT acceptable)
For New Company attach: *Business Registration*
(If company previously operated under a different name(s), please list name(s) and address(es):

6. Name of Parent Company If Subsidiary: NONE
7. Person Completing Application Krish V Patel
   Position/Title Director of Operations
8. List primary store location and length of time at this address: 3712-B Pelham Road, Greenville, SC 29607 – October 1st, 2008
9. Is this building: ☐ Owned by you? X Leased

PLAINTIFF'S EXHIBIT 12 7/23/13 COOK PEARSON

10a. Do you have existing retail stores? X Yes* ☐ No

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

*If yes, please list name, full address, [illegible] functions (ie, sales, service, installation) [illegible] all other store locations and length of
time at each location: 3712-B Pelham Road Greenville, SC 29615 – October 1, 2008 - current & 2007 Augusta St Greenville, SC 29605-October 28, 2008- current

(please complete this information on the credit application)

10b. If no, where do you plan to open a store? Please list full address.

(please complete this information on the credit application)

10c. Do you plan to open additional locations? X Yes* ☐ No
*If yes, where, and when is the estimated opening (mo/yr)? _____

Target Locations

	Name	Address	City	State	Zip
1	**Wireless Communications**	**2007 Augusta Street**	**Greenville**	**SC**	**29605**
2	**Wireless Communications**	**3712 Pelham Road**	**Greenville**	**SC**	**29615**
3	Five Forks	2531 Woodruff Road	Simpsonville	SC	29681
4	Powdersville Plaza	2365 Earle E. Morris Hwy	Greenville	SC	29611
5	Freshmarket	27 S. Pleasantburg Drive	Greenville	SC	29607
6	Sweetbriar	1120 N. Pleasantburg Dr.	Greenville	SC	29607
7	Clemson/Central	1286 Eighteen Mile Road	Central	SC	29630
8	Travlers Rest	148 Walnut Lane	Travelers Rest	SC	29690
9	Anderson (Eastside)	1611 E. Greenville Street	Anderson	SC	29621
10	Mauldin	207 W. Butler Road	Mauldin	SC	29662
11	Fountain Inn	1122 N Main Street	Fountain Inn	SC	29644
12	Downtown	103 N Main Street	Greenville	SC	29601

Approximatly, 2 years will be needed to open all locations on this list.

11. Nature of Current Business. (Please list and explain all former, current, and other affiliations with wireless carriers and Verizon Wireless in all markets (please explain, include markets). Please also include all business or personal relationships or acquaintances who market or sell wireless products and/or services.

1. Retail Customer Support / Service Technician - Verizon Wireless, Greenville, SC – May 2004 – September 2004
2. Retail Sales Representative - Verizon Wireless, Greenville, SC – October 2004 – October 2007

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

3. Assistant Store Manager – Verizon Wireless, Greenville, SC – December 2007 June 2007

4. Director of Operations – Wireless Communications, Greenville, SC – May 2008 - Current

12. Please list nature of business of any parent company, affiliates, and/or subsidiaries. na

13a. Please list all names and full addresses of key personnel responsible for wireless operations in your company.
Please also indicate background of all individuals.
Keith Robert Gailey
[redacted]
Simpsonville,SC 29681

Keith held positions with Verizon Wireless for over 8 years. Keith served many positions in the direct retail channel inclu senior sales representative and store manager of a top ten store in the south area of Verizon Wirel

13b. How many people will you employ? 5 Outside sales 15 Inside sales 5 Administration

13c. Are you willing to require employees to have formal training from Verizon Wireless? XYes ☐ No

13d. Are you willing to participate in periodic training sessions? XYes ☐ No

14. Please list all communication products and/or services you are selling or have sold in the past.
State effective dates for these products and/or services.
Full line up of Verizon Wireless retail products. Post Pay, Pre Pay, Data and Enhanced Service Products. 2004 – Current

15. Does Applicant propose to carry other types of wireless products or services? ☐ Yes* X No
*If yes, please describe below:
NA

Sales

16. Do you currently offer any of the following: X Cellular ☐ Wireless Data ☐ PrePay

17. Have you ever sold cellular service? X Yes* ☐ No
*If yes, what carriers and specific timeframe Verizon Wireless , 2004 - Current

18. Have you ever sold wireless data? X☐ Yes* ☐ No
*If yes, what carriers and specific timeframe Verizon Wireless , 2004 - Current

19. Have you ever sold PrePay? X Yes* ☐ No
*If yes, what carriers and specific timeframe Verizon Wireless, 2004 - Current

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

20. What are you interested in selling: (check all that apply) X Cellular X Wireless Data X PrePay

21. What will be your sales focus? (% of overall cellular sales activity vs. other products/services) _100_____%

22. Please indicate the breakdown of your proposed wireless business. (percentage of PrePay, post-pay & wireless data)
___5_____% PrePay ___70_____% Post-Pay _____25____ % Wireless Data

23. Activation Projections
Please estimate your monthly activation totals for the following:
Cellular _50_____/month Wireless Data __15____/month PrePay __5_____/month

24. Do you have a facility capable of performing installations of cellular phones into vehicles? ☐ Yes ☐ No

25. Do you plan on selling PrePay replenishment cards or PINS? X Yes ☐ No

Sales and Promotion Strategies

CO-OP Advertising

29. Will you participate in CO-OP advertising? X Yes ☐ No

Advertising Budget

30. What will your monthly advertising budget be? 1000.00

31. What are your advertising plans for the upcoming year? What is your strategy?
_Our goal will be to determine the target market. Advertising will be done by radio, mailers, networking and promo events. Our strategy will be to drive customers to our store by providing a perfect customer experience.

Newspaper	x Yes ☐ No	Direct Mail	x Yes ☐ No
Journals	xYes ☐ No	Billboards	x Yes ☐ No
Television	x Yes ☐ No	Internet	x Yes ☐ No
Cable	Yes x No	Other	x Yes ☐ No
Radio	x Yes ☐ No		

Displays and Merchandising

Signage (Interior/Exterior)

Interior:

Wireless Communications

Exterior: (Signage specs/size)_____

Please attach your company logo and layout of your store design.

33. Applicant understands that Verizon Wireless at its own expense may request a credit report and perform a criminal

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

background investigation on Applicant ,mpany and individuals.

34. Applicant understands that unless and until an Authorized Agency Agreement has been executed by BOTH Verizon Wireless and the Applicant that there is no Contractual relationship between the parties.

35. For your Information: All Verizon Wireless agents, upon execution of an Authorized Agency Agreement between company and Verizon Wireless, are required to provide to Verizon Wireless proof of insurance coverage. See Attachment 2, hereto, for complete requirements.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IF ANY INFORMATION PROVIDED IS DETERMINED TO BE INCORRECT BY VERIZON WIRELESS, THAT MY APPLICATION FOR AGENCY STATUS CAN BE DENIED, OR MY AGENCY STATUS REVOKED.

I HEREBY CERTIFY THAT NO PERSON, CORPORATION OR OTHER ENTITY AFFILIATED WITH COMPANY ("COMPANY") APPLYING FOR AGENT STATUS IS OWNED, IN WHOLE OR IN PART, EMPLOYED BY, OR OTHERWISE CONNECTED WITH MY COMPANY, IS CONTRACTUALLY PROHIBITED UNDER A CURRENT, EXPIRED/TERMINATED CONTRACT FROM REPRESENTING VERIZON WIRELESS AS A PROVIDER OF WIRELESS SERVICES. COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VERIZON WIRELESS AGAINST ALL FUTURE OBLIGATIONS, LOSSES, DAMAGES, ACTIONS, SUITS, COSTS OR LIABILITIES (INCLUDING ATTORNEY'S FEES) INCURRED IN THE ENFORCEMENT OF THIS INDEMINIFICATION, FOR ANY CLAIMS OR DEMANDS ARISING OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART OUT OF ANY BREACH OR VIOLATION OR ALLEGED BREACH OR ALLEGED VIOLATION OF ANY TERM OF ANY CONTRACTUAL AGREEMENT SUCH COMPANY MAY HAVE ENTERED WITH ANY OTHER CARRIER OR THIRD PARTY ENTITY.

I RECOGNIZE THAT VERIZON WIRELESS MAY REJECT ANY OR ALL APPLICATIONS IN ITS SOLE AND ABSOLUTE DISCRETION, AND THAT VERIZON WIRELESS'S ONLY OBLIGATION PURSUANT TO THIS APPLICATION IS TO TELLTHE APPLICANT AFTER FINAL REVIEW WHETHER THE APPLICATION HAS BEEN APPROVED OR DENIED. VERIZON WIRELESS WILL HAVE NO OTHER OBLIGATION TO ANY APPLICANT UNLESS AND UNTIL AN AUTHORIZED AGENCY AGREEMENT IS SIGNED BY A VERIZON WIRELESS REGIONAL OR AREA PRESIDENT. I UNDERSTAND THAT ANY INVESTMENTS OR COMMITMENTS I MAKE BEFORE RECEIVING A PROPERLY SIGNED AUTHORIZED AGENCY AGREEMENT ARE ENTIRELY AT MY OWN RISK. NO PERSONNEL OF VERIZON WIRELESS EXCEPT THE AREA PRESIDENT WITH AREA GENERAL COUNSEL CONCURRENCE ARE AUTHORIZED TO ALTER THIS PROCESS.

POTENTIAL AGENT PRINCIPAL SIGNATURE: KRISH V PATEL

TITLE: Director of Operations DATE: October 28, 2008

verizon wireless

AUTHORIZATION FOR RELEASE OF INFORMATION

EACH principal/owner owning 20% of Agent's company is required to complete ALL information on pages 1 and 2 of this Attachment 1. The Authorization for Release of Information expedites the approval process.

Please make as many copies of Attachment 1 as needed.

TO WHOM IT MAY CONCERN:

I, Krish V Patel, am having a confidential background investigation of me performed by a security firm retained by Verizon Wireless, in connection with prospective business undertakings. The investigation is being conducted by an authorized agent of a security firm retained by Verizon Wireless.

Therefore, I do hereby authorize a review and full disclosure of all records, or any part thereof, concerning myself or any business enterprise with which I am associated to a duly authorized agent of a security firm retained by Verizon Wireless;

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

whether said records are public private, and including those which may be d .ed to be of a privileged or confidential nature.

The intention of this authorization is to provide information, which will be utilized as investigative source material. The undersigned releases all persons, including but not limited to, a security firm retained by Verizon Wireless and its agents, and any person or firm which may have retained them to conduct this investigation, from any and all liability which may arise in connection with this investigation or the good faith disclosure of any information by or on behalf of the undersigned or by any individual or firm contacted in connection with this investigation.

Photostatic copies of this authorization will be considered as effective and valid as the original.

The original copy of this Authorization must be returned to Verizon Wireless.

Witness: Jawe Clark

Date: 10/28/08

Applicant: Krish V Patel

Signature:

Title: Director of Operations

Date: October 28, 2008

Social Security No: [redacted]

Date of Birth [redacted]

Home Address 408 Ashby Park Lane
Greenville, SC 29607

Drivers License No: [redacted]

PLEASE PRINT LEGIBLY

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

PERSONAL HISTORY QUESTIONNAIRE

- To avoid processing delays and rejection of application, please complete all requested information on this questionnaire. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
- *Applicant may also attach any information deemed necessary or relevant to application for agency status.*

1. Name Patel, Krish V
(Last, First, Middle Initial)

Any Other Names Used _____

Addresses During the Last Ten Years (use attachments if needed): 2

Current Permanent Residence: Number of Years at Residence _____

Street Address 408 Ashby Park Lane, _____

City, State & Zip Code Greenville, SC 29607

Home Tel. No. 864-275-5605 (Area Code and No.) Bus. Tel. No. 864-275-5605 (Area Code and No.)

County of Residence Greenville

2. Criminal History:
Have you ever been convicted of a crime(s) or entered a plea of nolo contendere to a criminal charge(s) other than a minor traffic violation(s)? ☐ Yes X No
If yes, please furnish details, location and dates.

3. Criminal History:

Please list the locations and dates of all criminal convictions of company officers and directors, other than minor traffic violations. If none, state "NONE".
NONE

4. Bankruptcy History:

List any bankruptcy actions during the past ten years. Include dates filed and where, whether business or personal, court of jurisdiction, docket number and name and address of trustee. If none, state "NONE".
NONE

5. Litigation History:

List any pending and settled suits or actions for the past five years. Provide a brief description, dates, liability estimate, court of jurisdiction and location and disposition. If none, state "NONE".
NONE

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

ATTACHMENT 2

INSURANCE REQUIREMENTS

Please be advised that Verizon Wireless requires its Agents and subagents to maintain the following insurance with a recognized insurance company qualified to do business in Verizon Wireless' area:

Agent will maintain at all times during the Term or any extension or renewal thereof, at Authorized Agent's sole expense, the following insurance with an insurance company rated at least A- by A.M. Best Company and qualified to do business within the Area. Coverage required can be satisfied with primary and/or umbrella excess coverage.

(1) Workers Compensation Insurance as required by each State in which Authorized Agent performs the Agreement including a waiver of subrogation endorsement against Verizon Wireless.

(2) Comprehensive or Commercial General Liability Insurance with the minimum limits as follows:

(a) For Authorized Agents having three (3) or less Authorized Locations: One Million Dollars ($1,000,000) per occurrence for bodily and personal injury or death; One Million Dollars ($1,000,000) per occurrence for property damage; and One Million Dollars ($1,000,000) per occurrence for product liability arising out of any defects in the use of Equipment; and

(b) For Authorized Agents having more than three (3) Authorized Locations: Two Million Dollars ($2,000,000) per occurrence of bodily and personal injury or death; Two Million Dollars ($2,000,000) per occurrence for property damage; and Two Million Dollars ($2,000,000) per occurrence for product liability arising out of any defects in the use of Equipment.

(3) Employer's Liability Insurance within limits of not less than:

(a) For Authorized Agents having three (3) or less Authorized Locations, Two Hundred Thousand Dollars ($200,000) per occurrence; and

(b) For Authorized Agents having more than (3) Authorized Locations, One Million Dollars ($1,000,000) per occurrence.

(4) Automobile Liability, Comprehensive Form, with limits of not less than Five Hundred Thousand Dollars ($500,000) for bodily injury and Five Hundred Thousand Dollars ($500,000) for property damage per occurrence or One Million Dollars ($1,000,000) combined single limit, subject to such deductibles Verizon Wireless determines to be appropriate, covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles [used on any occasion in the business of the Authorized Agent]. Authorized Agent acknowledges, understands and expressly agrees that all personal vehicles will meet applicable State statutory requirements for business use.

(5) For Authorized Agents having at any time during the Term or any extension or renewal thereof more than three (3) Authorized Locations, Professional Liability Insurance (Errors and Omissions) covering trademark and copyright infringement with limits of not less than One Million Dollars ($1,000,000) per occurrence.

(6) If Authorized Agent has more than twenty-five (25) Locations: A Commercial Crime Bond or Employee Dishonesty Policy with a minimum aggregate limit of Five Hundred Thousand dollars ($500,000) is required.

At Verizon Wireless' request, Authorized Agent will submit to Verizon Wireless a Certificate of Insurance, on an ACORD form or a similar form acceptable to Verizon Wireless in its sole discretion, evidencing all required insurance prior to the start of any work under this Agreement and annually thereafter on the policy renewal date during the Term or any extension or renewal thereof. Cellco Partnership or Verizon Wireless and, if applicable, any partnerships who participate in this Agreement, will be named as "Additional Insured" on all policies except Workers Compensation, Employees Liability Insurance and Professional Liability coverage, which will also be so evidenced on the Certificate of Insurance. Each insurance policy will state by endorsement that such policy will not be cancelled or materially changed without at least thirty (30) calendar days prior written notice to Verizon Wireless.

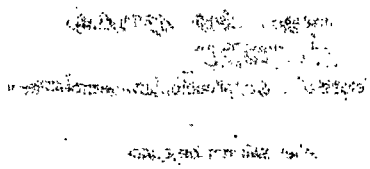
The insurance required in Sections 1 through 5 will provide that such insurance is primary coverage with respect to all insureds and will contain a waiver against Cellco Partnership or Verizon Wireless and any applicable Partnership(s) and such parties' Affiliates, directors, officers, employees and partners.

Verizon Wireless may at any time, upon sixty (60) calendar days prior written notice to Authorized Agent, require Authorized Agent to increase the amount of coverage of any type of insurance or require different or additional types of insurance to reflect inflation, higher damage awards or comparable factors which make the above limits insufficient to cover Authorized Agent liabilities and Authorized Agent's obligations to indemnify of Verizon Wireless.

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

Please note: The insurance requirements set forth above are included in Verizon Wireless' Authorized Agency Agreement. If you and Verizon Wireless enter into an Agreement, failure to provide Verizon Wireless with evidence of your insurance coverage in the form required by Verizon Wireless could result in termination of the Agreement.



Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

verizonwireless

AUTHORIZATION FOR RELEASE OF INFORMATION

EACH principal/owner owning 20% of Agent's company is required to complete ALL information on pages 1 and 2 of this Attachment 1. The Authorization for Release of Information expedites the approval process.

Please make as many copies of Attachment 1 as needed.

TO WHOM IT MAY CONCERN:

I, KEITH GAILEY, am having a confidential background investigation of me performed by a security firm retained by Verizon Wireless, in connection with prospective business undertakings. The investigation is being conducted by an authorized agent of a security firm retained by Verizon Wireless.

Therefore, I do hereby authorize a review and full disclosure of all records, or any part thereof, concerning myself or any business enterprise with which I am associated to a duly authorized agent of a security firm retained by Verizon Wireless, whether said records are public or private, and including those which may be deemed to be of a privileged or confidential nature.

The intention of this authorization is to provide information, which will be utilized as investigative source material. The undersigned releases all persons, including but not limited to, a security firm retained by Verizon Wireless and its agents, and any person or firm which may have retained them to conduct this investigation, from any and all liability which may arise in connection with this investigation or the good faith disclosure of any information by or on behalf of the undersigned or by any individual or firm contacted in connection with this investigation.

Photostatic copies of this authorization will be considered as effective and valid as the original.

The original copy of this Authorization must be returned to Verizon Wireless.

Witness: [signature]

Date: 11/1/08

Applicant: KEITH GAILEY

Signature: [signature]

Title: Director of Sales

Date: 10/30/08

Social Security No: [redacted]

Date of Birth [redacted]

Home Address [redacted]
Simpsonville SC 29681

Drivers License No: [redacted]

PLEASE PRINT LEGIBLY

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

PERSONAL HISTORY QUESTIONNAIRE

- To avoid processing delays and rejection of application, please complete all requested information on this questionnaire. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
- *Applicant may also attach any information deemed necessary or relevant to application for agency status.*

1. Name Gailey Keith R
(Last, First, Middle Initial)

Any Other Names Used _____

Addresses During the Last Ten Years (use attachments if needed):

Current Permanent Residence: Number of Years at Residence 1

Street Address [redacted]

City, State & Zip Code Simpsonville SC 29681

Home Tel. No. 864-238-0900 (Area Code and No.) Bus. Tel. No. 864-254-1000 (Area Code and No.)

County of Residence Greenville

2. Criminal History:
Have you ever been convicted of a crime(s) or entered a plea of nolo contendere to a criminal charge(s) other than a minor traffic violation(s)? ☐ Yes ☒ No
If yes, please furnish details, location and dates.

3. Criminal History:

Please list the locations and dates of all criminal convictions of company officers and directors, other than minor traffic violations. If none, state "NONE".

NONE

4. Bankruptcy History:

List any bankruptcy actions during the past ten years. Include dates filed and where, whether business or personal, court of jurisdiction, docket number and name and address of trustee. If none, state "NONE".

NONE

5. Litigation History:

List any pending and settled suits or actions for the past five years. Provide a brief description, dates, liability estimate, court of jurisdiction and location and disposition. If none, state "NONE".

NONE

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

ATTACHMENT 2

INSURANCE REQUIREMENTS

Please be advised that Verizon Wireless requires its Agents and subagents to maintain the following insurance with a recognized insurance company qualified to do business in Verizon Wireless' area.

Agent will maintain at all times during the Term or any extension or renewal thereof, at Authorized Agent's sole expense, the following insurance with an insurance company rated at least A- by A.M. Best Company and qualified to do business within the Area. Coverage required can be satisfied with primary and/or umbrella excess coverage.

(1) Workers' Compensation Insurance as required by each State in which Authorized Agent performs the Agreement including a waiver of subrogation endorsement against Verizon Wireless.

(2) Comprehensive or Commercial General Liability Insurance with the minimum limits as follows:

(a) For Authorized Agents having three (3) or less Authorized Locations: One Million Dollars ($1,000,000) per occurrence for bodily and personal injury or death; One Million Dollars ($1,000,000) per occurrence for property damage; and One Million Dollars ($1,000,000) per occurrence for product liability arising out of any defects in the use of Equipment; and

(b) For Authorized Agents having more than three (3) Authorized Locations: Two Million Dollars ($2,000,000) per occurrence of bodily and personal injury or death; Two Million Dollars ($2,000,000) per occurrence for property damage; and Two Million Dollars ($2,000,000) per occurrence for product liability arising out of any defects in the use of Equipment.

(3) Employer's Liability Insurance within limits of not less than:

(a) For Authorized Agents having three (3) or less Authorized Locations, Two Hundred Thousand Dollars ($200,000) per occurrence; and

(b) For Authorized Agents having more than (3) Authorized Locations, One Million Dollars ($1,000,000) per occurrence.

(4) Automobile Liability, Comprehensive Form, with limits of not less than Five Hundred Thousand Dollars ($500,000) for bodily injury and Five Hundred Thousand Dollars ($500,000) for property damage per occurrence or One Million Dollars ($1,000,000) combined single limit, subject to such deductibles Verizon Wireless determines to be appropriate, covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles [used on any occasion in the business of the Authorized Agent]. Authorized Agent acknowledges, understands and expressly agrees that all personal vehicles will meet applicable State statutory requirements for business use.

(5) For Authorized Agents having at any time during the Term or any extension or renewal thereof more than three (3) Authorized Locations, Professional Liability Insurance (Errors and Omissions) covering trademark and copyright infringement with limits of not less than One Million Dollars ($1,000,000) per occurrence.

(6) If Authorized Agent has more than twenty-five (25) Locations: A Commercial Crime Bond or Employee Dishonesty Policy with a minimum aggregate limit of Five Hundred Thousand dollars ($500,000) is required.

At Verizon Wireless' request, Authorized Agent will submit to Verizon Wireless a Certificate of Insurance, on an ACORD form or a similar form acceptable to Verizon Wireless in its sole discretion, evidencing all required insurance prior to the start of any work under this Agreement and annually thereafter on the policy renewal date during the Term or any extension or renewal thereof. Cellco Partnership or Verizon Wireless and, if applicable, any partnerships who participate in this Agreement, will be named as "Additional Insured" on all policies except Workers Compensation, Employees Liability Insurance and Professional Liability coverage, which will also be so evidenced on the Certificate of Insurance. Each insurance policy will state by endorsement that such policy will not be cancelled or materially changed without at least thirty (30) calendar days prior written notice to Verizon Wireless.

The insurance required in Sections 1 through 5 will provide that such insurance is primary coverage with respect to all insureds and will contain a waiver against Cellco Partnership or Verizon Wireless and any applicable Partnership(s) and such parties' Affiliates, directors, officers, employees and partners.

Verizon Wireless may at any time, upon sixty (60) calendar days prior written notice to Authorized Agent, require Authorized Agent to increase the amount of coverage of any type of insurance or require different or additional types of insurance to reflect inflation, higher damage awards or comparable factors which make the above limits insufficient to cover Authorized Agent liabilities and Authorized Agent's obligations to indemnify Verizon Wireless.

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.

Please note: The insurance requirements set forth above are included in Verizon Wireless' Authorized Agency Agreement. If you and Verizon Wireless enter into an Agreement, failure to provide Verizon Wireless with evidence of your insurance coverage in the form required by Verizon Wireless could result in termination of the Agreement.

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.

AGENT APPROVAL FORM (South Area)

Date Submitted for Area Approval: _____ (MM/DD/YY)
Region: CARTN
Agent Type: New Agent - Standard

Full Entity Name of Agent Including DBA:
P Communications Inc. dba Wireless Communications
New Agent
Type: Exclusive (If Exclusive, also complete Excl. Justification on tab 7)

Proposed Contract Term: 3 year contract (standard) If Other:

Estimated # Locations: 10 within 1 yr
# of Stores: 10 within 1 yr
# of Kiosks: 0
Estimated Prepay Mix: 5.00%
Projected Open Date: 7/30/2008
Other Carrier(s): N/A
Current Relationship with Other Carrier(s): N/a

Proposed Compensation: POSTPAY (Exhibit B) Type: Standard

Voice Plans:

Rate Plan Tiers	Single Line $			Family Share Plan Lines (primary and secondary lines)			ACTIVATIONS 1-Year	ACTIVATIONS 2-Year	UPGRADES 1-Year	UPGRADES 2-Year
Tier 1	$9.99	-	$34.99	$9.99	-	$34.99	$175	$200	$110	$175
Tier 2	$34.99	-	$44.99	$34.99	-	$44.99	$230	$265	$110	$175
Tier 3	$44.99	-	$54.99	$44.99	-	$54.99	$260	$275	$110	$175
Tier 4	$54.99	-	$74.99	$54.99	-	$84.99	$270	$295	$110	$175
Tier 5	$74.99	-	$94.99	$84.99	-	$104.99	$285	$310	$110	$200
Tier 6	$94.99	-	$134.99	$104.99	-	$134.99	$300	$325	$110	$215
Tier 7	$134.99	&	Above	$134.99	&	Above	$325	$350	$110	$215

Data Plans:

Rate Plan Tiers	Nationwide Email or Email Offering for Voice/Data Plans			ACTIVATIONS 1-Year	ACTIVATIONS 2-Year	UPGRADES 1-Year	UPGRADES 2-Year
Tier 1	$50.99	-	$74.99	$350	$405	$110	$325
Tier 2	$74.99	-	$94.99	$385	$420	$110	$325
Tier 3	$94.99	-	$104.99	$425	$460	$110	$325
Tier 4	$104.99	-	$124.99	$450	$475	$210	$350
Tier 5	$124.99	-	$174.99	$475	$500	$210	$365
Tier 6	$174.99	&	Above	$500	$525	$210	$365

☑ Non Residual
0% Residual 36 # Months
Charge Back Period 180 days
Coop/Net Add (MDF) $25
Other Coop (Non-Std)

Volume Bonus:

Tier	$		
0-74	$0.00		
75-150	$10.00		
151-300	$15.00		
301-500	$20.00		
501-800	$25.00		
801-1000	$30.00		
1001+	$35.00		

Enhanced Service Tiers:

Tier	$
$.01 - $4.99	$5.00
$4.99 - $9.98	$10.00
$9.99 - $14.63	$20.00
$14.98 - $19.98	$30.00
$19.99+	$40.00
PDA Tier	$150.00

NE2 Commission (EXCLUSIVE ONLY):

Tier	
39.99 - $34.98	$0.00
$34.99 - $44.97	$50.00
$44.98 - $54.98	$60.00
$54.99 - $74.98	$60.00
$74.99 - $94.98	$60.00
$94.99 - $134.98	$60.00
$134.99 & Above	$60.00

Equipment Terms Requested:
Net 60

Proposed Compensation: PREPAY ADDENDUM Type: Standard

Prepay Activation Commission: $40
Card Margins: 15% $30 Card 15% $60 Card 15% $75 Card 15% $150 Card

Card Terms Requested: Net 30

OTHER SPECIAL CONSIDERATIONS (PROVIDE CALCULATION FOR MDF, DEMO PHONES, DETAILED EXPLANATION OF BUILD OUT FUNDS, AGENTS REQUIREMENTS TO KEEP BUILD OUT FUNDS SUCH AS GROWTH REQUIREMENTS, MINIMUM ACTIVATION REQUIREMENTS, ETC.)

☑ Build Out Addendum ☑ Datascape Postpay Addendum ☐ Other Addendum ☑ ISSB Amendment
☑ Prepay Addendum ☑ Datascape Prepay Addendum ☐ Premium Amendment

Agent opening a *total* of 10 doors: currently opening 1 door with MDF of $12,500 per new store location and MDF of $5,000 per new kiosk location with minimum Net postpay productivity of 35 per month, per location.
MDF Payout Process: 50% requested in advance with receipts to follow within 30 days/ remaining paid on reimbursement basis of receipts
Explain if Other:

CONTRACT INFORMATION

Contract No.:
Account Manager: Kelley Pearson
Office Phone #: 864-967-2348
Cell Phone #: 864 420-9339

Address for Agent to Send Contractual Notification To VZW:
Verizon Wireless
Attn: Patricia Cook
701 Brookfield Parkway
Greenville, SC 29607

PLEASE COMPLETE SECTIONS "A-D" BELOW

A. Agent Principal Contact Name and HQ Address for Correspondence:
Mr. Corby S. Phillips
33 Doverdale Rd.
Greenville, SC 29615
HQ County: Greenville
Main Phone: 864-414-8950
Fax: 864-268-2778
Email Address: Wireless_Communications@hotmail.com
Web Address (If Applicable): N/A

B. MINIMUM ACTIVATION LEVEL:
☑ 25 NET POSTPAY/ LOCATION
☐ OTHER

C. Company Type: Corporation*

*State and Date of Incorporation (Secretary of State Website)
South Carolina
4/30/2008

D. List all Agent Principals (Must include home address/phone/title) with 20% or more ownership: Corby S Phillips

Home Address:	[redacted]
City, State Zip:	Greenville, SC 29615
Home Ph Number:	864-616-6799
Title:	President

PLAINTIFF'S EXHIBIT 13
7/23/09
COOK
PEARSON

Confidential: For Verizon Wireless Internal Use Only

AGENT APPROVAL FORM (South Area)

List all approved locations and identify whether it is a Shipping Location or Sales Location

Billing Location / Selling Locations	Address, City, State, Zip	Contact Name, Phone and Fax Numbers, E-mail Address	Landlord Name, Address and Phone	Outlet ID
Retail Location	23 Devendale Rd., Greenville, SC 29615	Derby Phillips, 864-616-6788, Phillipsd@wam.com		

Minority Owned? No Minority Group:

Owned by a Woman? No Owned by a Disabled American Veteran? No

Type: Indirect

Harte Hanks: English Harte Hanks Size: Small

Additional Comments:

APPROVALS

☑ REGION DIRECTOR 5/20/08 (date) ☐ REGION FINANCE (date) ☐ REGION PRESIDENT (date)

☐ AREA OPERATIONS (date) ☐ AREA LEGAL (date) ☐ AREA FINANCE (date)

FOR NEW EXCLUSIVE/PREMIUM DISTRIBUTION ONLY

AREA VICE PRESIDENT OF FINANCE (Exclusive Only) Jason Grund Date

AREA VICE PRESIDENT OF SALES/MKTG (Exclusive Only) Frank Antonacci Date

AREA PRESIDENT (Premium Only) James McGean Date

EXCLUSIVE JUSTIFICATION (South Area)

Date Submitted for Area Approval: _____ (MM/DD/YY)

Region: CAR/TN

☑ Standard ☐ Non-Standard

Full Entity Name of Agent including DBA: P Communications Inc. d/b/a Wireless Communications

Commissions Summary - See Agent Approval Form

Selling Market: Western Carolina's

Recently Terminated Carriers: N/A

Current Carrier(s): None

Contract Term(s): _____

When is agent able to sell VZW exclusively? 7/30/2008

Existing # Locations: 0

# of Stores: 0

# of Kiosks: 0

Projected Total Doors: 10

Location Type (Store or Kiosk)	Address, City, State, Zip	Estimated Opening Date	Buildout Funds Per Location
Store	[redacted], Greenville, SC 29615	7/30/2008	$12,500.00

**If more than 1 door is converting to VZW, please attach opinion of counsel letter *from the agent* to your email approval

Summary of 'Why' this New Exclusive Agent:

(Make your case! High level justification for signing new exclusive agent to this market. Rational should match distribution and site strategy: multiple doors, high productivity, strong agent principal. Explain in detail any exceptions for clarification).

This potential agent is interested in opening 10 new store locations with in 1 year. The agent principal states, " Ten locations are essential to our company's present and long term success. My company estimates a time frame of one year to open locations 1 through 10. launching ten locations within one year will be feasible based on company's finacial support." Our management will be in place to allow aggressive growth for expansion. "" P Communications once expansion is completed in upstate SC, they plan to expand further into other regions.

Potential agent has no wireless experience but, does have extensive sales experience and business management having opened and operated 2 self started franchises, Wheelchair Getaways and Roly Poly sandwiches. Being that this agent has no wireless experience, we will do a week long training for the principal and staff. This week long training will include, Initial Wireless, Data Training, ISSB Erase, InfoCenter, InfoDesk, Administrative (i.e. ACB, Statements, Discrepancies.)

Wireless Communications

September 8, 2008

Corby Phillips
[redacted]
Greenville, SC

Attn: Verizon Wireless;
Patricia Cook
Brookfield Parkway
Greenville, SC .

Dear Patricia,

Please change and update all head quarter address of P Communications Inc. to:

3712-B Pelham Road
Greenville, SC 29615

Additionally, please add Krish Patel as a direct point of contact for P Communications Inc. Krish will serve as Director of Operations. He should be able to answer any questions and make all business decisions for the company.

Sincerely,

Corby S. Phillips

PLAINTIFF'S EXHIBIT
7/23/13 146 FW
COOK PEARSON

Microsoft Outlook

From: krish patel <krishv.patel@hotmail.com>
Sent: Thursday, October 02, 2008 8:37 AM
To: Cook, Patricia L.; Pearson, Kelley
Subject: Floor Layout Issue

Kelley and Patricia,

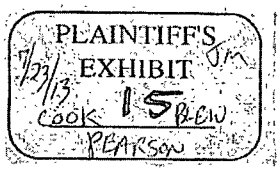
Day one went by pretty smooth with exception to iQmetrix pos was very bad and delayed. There tech support wasn't to helpful, I know yall don't control that but just some feed back.

We had another issue with the counter top on the cash wrap. A customer put his elbows on it and everything fell over on his feet. He was ok but that should never happen and its a huge liability for me.

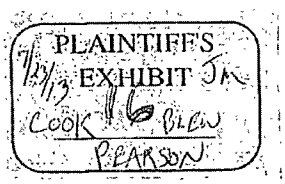
We are securing them with liquid nail and L brackets this morning.

Thanks for all your support in getting our store open. Keith and I appreciate your efforts.

Krish
Sent from my Verizon Wireless BlackBerry



EXCLUSIVE
AUTHORIZED AGENCY AGREEMENT
FOR
COMMERCIAL MOBILE RADIO SERVICE
BETWEEN
P Communications, Inc.
d/b/a Wireless Communications
AND
Cellco Partnership d/b/a Verizon Wireless



VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

EXCLUSIVE
AUTHORIZED AGENCY AGREEMENT
for
COMMERCIAL MOBILE RADIO SERVICE

TABLE OF CONTENTS

SECTION		PAGE NO.
1.	DEFINITIONS	1
2.	RELATIONSHIP OF THE PARTIES	4
3.	DUTIES AND RESPONSIBILITIES OF AUTHORIZED AGENT	7
4.	EQUIPMENT SALE, LEASE, ACTIVATION AND/OR INSTALLATION, WARRANTY AND MAINTENANCE	11
5.	COMPENSATION	13
6.	AGENT'S OPERATING MATTERS	15
7.	USE OF MARKS BY AUTHORIZED AGENT	22
8.	TERM OF RELATIONSHIP	26
9.	TERMINATION OF AGREEMENT	26
10.	OUTSTANDING DEBTS AND OFFSET	29
11.	MISCELLANEOUS	30
12.	ACKNOWLEDGEMENTS AND REPRESENTATIONS	33
13.	INDEPENDENT INVESTIGATION/DISCLAIMER OF REPRESENTATIONS	34
14.	WAIVER AND DISCLAIMER OF RIGHTS CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (THE "TEXAS DTPA").	36
15.	LIMITED LIABILITY	37

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

16. DISPUTE RESOLUTION AND ARBITRATION 37

17. WAIVER OF TRIAL BY JURY 42

18. NOTICE 43

19. ENTIRE AGREEMENT 43

EXHIBIT A AUTHORIZED AREA/AGENT LOCATIONS
EXHIBIT B COMPENSATION PROGRAM
EXHIBIT C COMPLIANCE GUIDELINES FOR VERIZON WIRELESS' AUTHORIZED AGENTS
EXHIBIT D ADVERTISING GUIDELINES FOR AUTHORIZED AGENTS
EXHIBIT E NON-DISCRIMINATION COMPLIANCE AGREEMENT
EXHIBIT F AUTOMATED ACTIVATION SYSTEM
EXHIBIT G VERIZON WIRELESS INDIRECT CORPORATE IDENTITY STANDARDS
EXHIBIT H EQUIPMENT SALES AGREEMENT

INTERNET ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☐ No ☒

PREPAY ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

DISCOUNT SERVICE PRICING FOR BUSINESS CUSTOMERS AMENDMENT ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

BUILDOUT ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

DATASCAPE POSTPAY ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

DATASCAPE EASYPAY AND PREPAY ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT

Yes ☒ No ☐

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

CAR-SC007-2008

EXCLUSIVE
AUTHORIZED AGENCY AGREEMENT

THIS AGREEMENT, (hereinafter the "Agreement") is between Cellco Partnership doing business as Verizon Wireless, with an address at 701 Brookfield Parkway, Greenville, SC 29607 (hereinafter "Verizon Wireless"), and P Communications, Inc., a South Carolina corporation, doing business as Wireless Communications with its principal place of business at 2531 Woodruff Road, Greenville, SC 29680 (hereinafter "Authorized Agent"), and Corby S. Phillips, individually as principal, with a home address at [redacted] Greenville, SC 29615 (hereinafter "Principal").

RECITALS

WHEREAS, Verizon Wireless or an Affiliate is either licensed or otherwise authorized to provide Commercial Mobile Radio Service ("CMRS") in the Area set forth in the attached Exhibit A ("Area"), and provides CMRS to customers in that Area through its own direct sales activities, Agents and through other distribution channels; and

WHEREAS, Authorized Agent wishes to be an Agent in the Area, and Verizon Wireless wishes to appoint Authorized Agent to be an Agent in the Area.

NOW, THEREFORE, in consideration of these premises and the mutual covenants exchanged below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Verizon Wireless and Authorized Agent, wishing to be legally bound, agree as follows:

1. **DEFINITIONS**

As used in this Agreement, the following terms have the meanings specified in this Section 1:

1.1. Access. Fees billed to Subscriber by Verizon Wireless for Subscriber's monthly access charge for those Subscribers activated on Verizon Wireless CMRS by Authorized Agent in the Area.

1.2. Activation. The first provision to a Subscriber of access to Service under a Number or Numbers assigned by Verizon Wireless in response to submission by Authorized Agent of a Service Form or by use of any automated system approved by Verizon Wireless.

1.3. Affiliate. A person, association, co-partnership, partnership, corporation or joint-stock company, trust or other business entity, however organized, which is an affiliate of that entity (hereinafter referred to singularly or collectively as "Entity") that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with another Entity. For purposes of this Agreement, Control is defined as:

1.3.1. Ownership of a majority of the voting power of all classes of voting stock, or

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0005

1.3.2. Ownership of a majority of the beneficial interest in income and capital of an entity other than a corporation, or

1.3.3. The legal authority, by contract or otherwise, to control the activities of another.

1.4. Agent. Any Entity that has been authorized by Verizon Wireless to market CMRS, either directly or indirectly, on behalf of Verizon Wireless.

1.5. Authorized Agent. When used in connection with the grant of rights from Verizon Wireless under this Agreement, the entity that is contracting under this Agreement and, to the extent such term is used herein to describe required conduct or to obligate Authorized Agent, any employee, principal, officer, agent, subagent, entity, partnership or officer of such entity, correspondingly creating an obligation on the part of Authorized Agent to bind such other person or entity accordingly.

1.6. Area. The Metropolitan Statistical Areas ("MSA"), Rural Service Areas ("RSA"), Major Trading Areas ("MTA") and Basic Trading Areas ("BTA") specified in Exhibit A to this Agreement, within which Verizon Wireless or an Affiliate has regulatory authority or is otherwise authorized to provide CMRS and within which Authorized Agent is authorized to sell Verizon Wireless' CMRS. Authorized Agent is not permitted to offer CMRS in the markets listed in Exhibit A until written notification is received from Verizon Wireless.

1.7. Authenticatable. Equipment that meets published Cellular Telecommunications Industry Association ("CTIA") standards for A-Key random authentication as such standards may be amended from time to time.

1.8. Commercial Mobile Radio Service ("CMRS"). Each and every radio service that is defined by the Federal Communication Commission ("FCC") as CMRS pursuant to 47 CFR § 20.9 and other provisions of the FCC's rules; including, but not limited to, cellular, Personal Communications Services ("PCS"), paging, messaging, air-to-ground, specialized mobile radio services and enhanced specialized mobile radio services, satellite, and any other radio service that the FCC may in the future define as CMRS that is interconnected to the public switched telephone network.

1.9. Compensation. Any payment to Authorized Agent pursuant to this Agreement, which may include, but is not limited to, commissions, account maintenance fees, bonuses of any type, special incentive funding (each a "Spiff"), advertising/cooperative funding, marketing development funding, or any other payments but which does not include equipment replacements and price plan upgrades for existing end users.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0006

1.10. Demonstration Service. CMRS provided to Authorized Agent at a reduced cost or at no charge, for the purpose of assisting Authorized Agent to solicit and sell CMRS on behalf of Verizon Wireless.

1.11. Effective Date. This term has the meaning ascribed to it in Section 8 hereof.

1.12. Equipment. Mobile, portable or transportable telephones and data communications devices, facsimile machines, personal communications devices and any other wireless or similar devices used by Subscribers in conjunction with or in order to utilize CMRS, and accessories and enhancements associated therewith. All Equipment must be Authenticatable in order to be activated on the Verizon Wireless Network. Any activations on non-Authenticatable Equipment will not be eligible to receive Compensation. Digital calling plans may be made available only to subscribers with digital service and a CDMA digital phone of the type required by the price plan (i.e., tri-mode or web enabled).

1.13. Gross Activations. The total number of Subscriber activations by Authorized Agent during a set time period, such as a month or a Quarter.

1.14. Licensed Marks. Verizon Wireless' or its Affiliates' symbols, trademarks, trade names, trade dress, service marks, insignia, logos and/or decorative designs that Verizon Wireless, in its sole discretion, determines Authorized Agent is licensed to use.

1.15. Market. The combination of one or more MSA, RSA, MTA and/or BTA properties utilized by Verizon Wireless for marketing purposes, in which Verizon Wireless is authorized to sell CMRS and in which Authorized Agent is authorized by Verizon Wireless to perform its obligations herein as set forth in Exhibit A.

1.16. Marks. All decorative designs, insignia, logos, names, service marks, service names, symbols, trade dress, trademarks, trade names, or the like, whether registered or unregistered that Verizon Wireless or its Affiliates own or are licensed or sub-licensed to use in connection with CMRS or products relating to CMRS.

1.17. Net Activation. The difference between the previous period's (Quarter or month as applicable) total number of Subscriber Activations by Authorized Agent minus the previous period's total number of Subscriber disconnects, for any reason, that are disconnected one hundred eighty (180) days or less after the Subscribers' Activation, not including the day of Activation.

1.18. Number. A telephone number assigned to a Subscriber to provide access to CMRS.

1.19. Quarter. Any given consecutive three-month period based on the calendar year; for example, the first Quarter of a year would begin January 1. Partial Quarters may be prorated.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0007

1.20. Reseller. Any entity that resells Verizon Wireless CMRS.

1.21. Service Forms. This term has the meaning ascribed thereto in Section 3.2.1.

1.22. Subscriber. The ultimate user of CMRS provided by or through Verizon Wireless. Subscriber purchases CMRS from Verizon Wireless and is responsible for payment of charges to Verizon Wireless. Each CMRS telephone number is deemed to be a separate Subscriber; provided however, that in the case of multi-nam units there shall be deemed only one Subscriber per unit at any given time, regardless of how many Numbers are actually attributed to that unit.

1.23. Successor. An Entity, however organized, that succeeds to or acquires the rights, title or interests of another.

1.24. Usage. Home area billable airtime charges (excluding roaming, cellular regional calling, landline, long distance and toll charges, taxes, surcharges, assessments and charges outside the specific price plan's home area) for those Subscribers activated on Verizon Wireless CMRS by Authorized Agent in the Area.

2. RELATIONSHIP OF THE PARTIES.

2.1. Subject to and in accordance with all the terms and conditions of this Agreement, Verizon Wireless hereby appoints Authorized Agent as its sales agent for CMRS to act only on behalf of Verizon Wireless in the Area.

2.1.1. Exclusivity by Authorized Agent. Authorized Agent acknowledges and agrees that it may offer, sell and market CMRS only on behalf of Verizon Wireless in the Area. Neither Authorized Agent, nor any of its Affiliates, employee, or agents, shall directly or indirectly:

2.1.1.1. Offer, sell, or market CMRS in the Area on behalf of any Entity other than Verizon Wireless;

2.1.1.2. Induce, influence, or suggest that any user or prospective user of CMRS purchase CMRS from or contract with any other Agent, Reseller, or other representative of Verizon Wireless, or purchase CMRS from or contract with any other CMRS provider or any agent, reseller, or other representative of such provider;

2.1.1.3. Share Compensation with any other Agent or Reseller or with any agent, reseller, or other representative of any other CMRS provider; or

2.1.1.4. Solicit or enter into any agreement with any Agent or Reseller or with any agent, reseller, or other representative of any other CMRS provider that

interferes with or alters Verizon Wireless' relationship with Authorized Agent or its Agents and Resellers.

2.2. Survival of Exclusivity. Authorized Agent acknowledges and agrees that the limitations and duties in subsection 2.1.1 are reasonable and essential and shall survive for a period of one (1) year following the termination or expiration of this Agreement or any extended term of this Agreement, including month-to-month extensions of this Agreement. Authorized Agent further acknowledges and agrees that, as to Subscribers activated by Authorized Agent, the limitations in subsection 2.1.1.2 shall survive for a period of two (2) years following the termination or expiration of this Agreement or any extended term of this Agreement, including month-to-month extensions of this Agreement. Authorized Agent further acknowledges and agrees that, in the event it breaches its duty of exclusivity hereunder, Verizon Wireless will charge Authorized Agent, in the form of setoff from its Compensation or as Verizon Wireless otherwise deems appropriate, an amount equal to ten percent (10%) of Authorized Agent's total Compensation for the ninety (90) day period (i.e., the three Compensation cycles) immediately preceding Authorized Agent's breach of exclusivity. Such chargeback shall not act as a waiver of any other rights Verizon Wireless may have as a result of Authorized Agent's breach of exclusivity.

2.3. No Exclusivity by Verizon Wireless. Authorized Agent has no exclusive rights to the Area. Among other things:

2.3.1. Verizon Wireless reserves the right to market Verizon Wireless Service in the Area and elsewhere through its own direct sales organization, retail stores (which it may locate anywhere in the Area, including in markets in proximity to Authorized Agent's Specific Locations) or other Agents, Resellers, or otherwise on any terms it chooses.

2.3.2. Nothing in this Agreement shall be deemed to restrict or prohibit Verizon Wireless, in its sole discretion, from offering Subscribers and potential Subscribers in the Area, through its direct sales force, other Agents or otherwise, volume discounts, promotional offers, new or modified price plans, or any other special offers for Verizon Wireless Service. Verizon Wireless shall have no obligation to allow Authorized Agent to offer similar discounts, offers, or price plans.

2.4. Authorized Agent's Limited Authority. Authorized Agent has only limited authority. Among other things:

2.4.1. Authorized Agent's authority is limited to performance of its duties under this Agreement on behalf of Verizon Wireless in the Specific Locations provided in Exhibit A.

2.4.2. Pursuant to Exhibit A, Authorized Agent must obtain the prior written approval of Verizon Wireless before opening, closing, moving or acquiring any new locations where Authorized Agent intends to market or sell Verizon Wireless CMRS.

2.4.3. Verizon Wireless reserves the right to add, delete or otherwise modify the Specific Locations and Area in which Authorized Agent is authorized to operate under this Agreement.

2.5. No Franchise Relationship. Authorized Agent understands, acknowledges and expressly agrees that nothing contained in this Agreement or arising out of or relating to the relationship between it and Verizon Wireless is intended or should be construed to create any relationship of franchisee and franchiser between them. Neither Verizon Wireless nor Authorized Agent shall make any express or implied agreements, guarantees or representations, or incur any indebtedness or obligations, in the name of or on behalf of the other. Authorized Agent further agrees that it will not execute Franchise Agreements (as a Franchiser), or any other form of agreement that may be construed to create a franchise under applicable state or federal law, with any third party, without the express written consent of Verizon Wireless. Notwithstanding the foregoing, it shall not be construed that such entities have a franchise relationship with Verizon Wireless.

2.6. No Employment Relationship. No employee or agent of Authorized Agent shall be, or shall be deemed to be, an employee or Agent of Verizon Wireless. Authorized Agent assumes full responsibility for all acts and omissions of its employees and agents and shall have sole responsibility for their supervision and control.

2.7. No Delegation to Subagents. Authorized Agent may not delegate any of its rights or obligations under this Agreement, including but not limited to its sales, installment, warranty, maintenance, and use of Mark obligations, to any subcontractor or subagent, including, but not limited to, any Affiliate of Authorized Agent. No amendment of this Agreement authorizing such delegation shall be authorized and enforceable unless pursuant to Verizon Wireless' SubAgent Addendum signed by the Authorized Agent and by either a Regional President or Area President of Verizon Wireless.

2.8. Authorized Agent acts as a limited Agent of Verizon Wireless and owes Verizon Wireless the fiduciary and other obligations of an Agent to its principal solely for purposes of identifying

and activating Subscribers for the account of Verizon Wireless. Authorized Agent's fiduciary obligations to Verizon Wireless shall be limited to the performance of Authorized Agent's obligations under this Agreement.

2.9. Authorized Agent shall not represent or promise that Subscribers shall be charged for CMRS at any rate other than those established by Verizon Wireless for which Subscriber is eligible in Verizon Wireless' sole discretion. Authorized Agent shall not impose any type of fees for Verizon Wireless CMRS on Subscriber except those fees imposed on behalf of Verizon Wireless that are provided for in Verizon Wireless' Service Forms or elsewhere in this Agreement. This prohibition includes, but is not limited to, unauthorized deposits on credit cards, activation fees, early disconnect, chargeback, or similar fees, via separate contract or otherwise. Verizon Wireless shall not be liable to Authorized Agent for any Compensation, in any manner if any order for CMRS is obtained from a Subscriber by Verizon Wireless or by any other Verizon Wireless Agent, Reseller or other distribution channels despite Authorized Agent's prior solicitation of the Subscriber placing the order.

2.10. Authorized Agent shall be liable for all material or equipment that Verizon Wireless or an Affiliate may consign to Authorized Agent in furtherance of this Agreement.

2.11. Upon enrollment of a Subscriber, that Subscriber shall become the customer of Verizon Wireless for CMRS, and Verizon Wireless shall offer and furnish such customer billing services, as Verizon Wireless deems appropriate. Verizon Wireless shall be responsible for collecting any unpaid CMRS charges owed by Subscribers.

2.12. Authorized Agent shall advise all its employees, principals, officers and servants of the obligations set forth in this Section 2 and in Section 3 and obtain their written agreement to be so bound.

2.13. No Fiduciary Duties by Verizon Wireless. Authorized Agent understands, acknowledges and expressly agrees that nothing contained in this Agreement or arising out of or relating to the relationship between it and Verizon Wireless or any other Entity is intended or should be construed to create any fiduciary duties on the part of Verizon Wireless or its Affiliates.

3. DUTIES AND RESPONSIBILITIES OF AUTHORIZED AGENT.

3.1. General. In consideration for being appointed as an Agent of Verizon Wireless, Authorized Agent shall immediately commence offering CMRS to Subscribers and selling, installing, if applicable, and providing Subscribers access to warranty service for and maintaining Equipment. Authorized Agent shall at all times faithfully, honestly and diligently perform its obligations hereunder, and shall continuously exert its best efforts to promote the sale of

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Verizon Wireless' CMRS. Authorized Agent shall promptly address Subscriber complaints directed to it regarding CMRS.

3.1.1. Authorized Agent must produce a minimum number of Net postpay Activations per month ("Minimum Activation Level") to remain an Agent. The Minimum Activation Level, which is set forth in Exhibit B, may, at Verizon Wireless' sole discretion, be adjusted from time to time. Authorized Agent will receive an initial probationary period of ninety (90) days after execution of this Agreement to reach the Minimum Activation Level. If after the initial ninety (90) day probationary period, Authorized Agent has failed to reach the Minimum Activation Level in any given month, Authorized Agent may be terminated in accordance with Section 9.1.1.2.

3.1.2. In the event Authorized Agent purchases Equipment from Verizon Wireless, upon request by Verizon Wireless, Authorized Agent agrees to secure an irrevocable standby letter of credit in the amount required by Verizon Wireless, which amount may be increased or decreased by Verizon Wireless at any time. Such request will be based upon Authorized Agent's credit history.

3.2. Solicitation and Enrollment.

3.2.1. Authorized Agent shall retain and train salespersons in the enrollment of Subscribers, the operation of CMRS and the sale of Equipment. Authorized Agent shall solicit Subscribers by using the most current versions of Verizon Wireless CMRS agreements, price plan brochures, forms and related material ("Service Forms"), and shall comply with all of Verizon Wireless procedures and practices for solicitation of, presentations to, and enrollment of Subscribers, which may be amended by Verizon Wireless from time to time. Authorized Agent may not modify the terms and conditions of the Service Forms. Authorized Agent shall not be eligible to receive Compensation for customers activated by Authorized Agent without properly completed, signed and approved Service Forms.

3.2.2. Potential Subscribers may be drawn from all classes of potential users for which Authorized Agent is authorized to sell price plans, excepting individual Subscribers currently assigned a Number(s) by or through Verizon Wireless or its Resellers; provided, however, that the sale of additional new Numbers to such Subscribers will be eligible for Compensation under this Agreement.

3.2.3. Authorized Agent shall forward all Service Forms, including prepay wireless agreements, to Verizon Wireless, or its designated storage vendor, on a monthly

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

basis in the envelopes provided by such vendor, or as otherwise communicated from time to time. If Authorized Agent fails to forward Service Forms pursuant to the then current policy, or fails to perform an Activation pursuant to Verizon Wireless procedures, Authorized Agent shall not be entitled to receive Compensation for such Subscriber. Authorized Agent shall retain any Subscriber security deposits and Verizon Wireless shall deduct the amount of such deposit from Compensation due Authorized Agent during the following month; however, if Authorized Agent processes a required security deposit by inputting Subscriber credit card information into the System, then Authorized Agent shall not retain the credit card funds and such security deposit will not be deducted from Compensation due Authorized Agent. Verizon Wireless will communicate to Authorized Agent in writing, of any change in the retention of Service Forms or of the handling of security deposits.

3.2.4. No contract between Verizon Wireless and a Subscriber shall exist until the Service Form is accepted and approved by Verizon Wireless and the Equipment has been activated. Verizon Wireless shall have the right, in its sole discretion, to reject the enrollment of any Subscriber. The exercise of this right shall not be subject to any duty of good faith and fair dealing, and the decision of Verizon Wireless shall be final and binding.

3.2.5. Except as expressly provided herein, Authorized Agent shall have no right or obligation to bill or to collect from Subscribers or potential Subscribers any money or charges for CMRS. Verizon Wireless shall have the right to disconnect the Subscriber for nonpayment of service.

3.3. Confidentiality, Proprietary Information, Trade Secrets. Authorized Agent shall not, without Verizon Wireless' prior written consent, disclose to any third party any information supplied to it by Verizon Wireless that is confidential or is a Verizon Wireless trade secret. This Agreement (and all amendments thereof) and all of its terms and conditions shall be confidential. If Authorized Agent is served with any form of process to obtain such information, Authorized Agent shall immediately notify Verizon Wireless, which shall in addition to Authorized Agent's efforts, if any, have the right to seek to quash such process. Authorized Agent shall also cooperate with Verizon Wireless in its efforts to obtain an order to quash such process. Authorized Agent shall treat Subscriber lists and all financial, technical or business information or data regardless of form, provided to Authorized Agent by Verizon Wireless (collectively "Confidential Information") as the exclusive confidential

property of Verizon Wireless. Authorized Agent shall treat Subscriber lists and all data regardless of form relating to Subscribers or potential Subscribers as Verizon Wireless trade secrets ("Trade Secrets"). "Trade Secrets" means information, without regard to form, related to the services or business of Verizon Wireless from which Verizon Wireless derives economic value, actual or potential, and that is not generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use. Authorized Agent agrees that, during and after the term of this Agreement, Authorized Agent shall not divulge, use, sell, exchange, give away, or transfer in any way any Confidential Information other than for maintaining such periodic contact with Subscribers as is required for warranty service, installation or maintenance of Equipment, sale of more Equipment; sale of other equipment, or the sale of additional service provided by or through Verizon Wireless. Verizon Wireless shall, at all times, have access to Authorized Agent's Subscriber records. Authorized Agent agrees to cooperate with Verizon Wireless in producing such records upon Verizon Wireless' request. Nothing herein shall restrict Authorized Agent from disclosing to a third party that it has an exclusive relationship with Verizon Wireless and has confidentiality obligations.

3.4. Regulatory Matters. This Agreement shall at all times be subject to:

3.4.1. changes or modifications to comply with, and

3.4.2. any necessary approvals of, local, state and federal regulatory agencies and courts having jurisdiction over the provision of CMRS in the Area. Authorized Agent shall take no action inconsistent with, and agrees to support, any efforts by Verizon Wireless before regulatory authorities or others regarding CMRS regulatory issues to the extent such efforts or actions are undertaken by Verizon Wireless.

3.5. Telemarketing Services. Authorized Agent shall not conduct telemarketing services on behalf of Verizon Wireless.

3.6. Meetings and Training. Authorized Agent acknowledges that Verizon Wireless requires its Agents to attend Agent meetings and training programs from time to time. Authorized Agent agrees to attend all Agent meetings and training programs at Authorized Agent's expense and agrees to have its personnel attend such meetings and training programs.

3.7. Publicity. Authorized Agent shall submit to Verizon Wireless all advertising, sales promotion, press releases and other publicity matters relating to Verizon Wireless or its CMRS or its sales agency performance under this Agreement wherein Verizon Wireless'

name, Marks or the name or Mark of any of its Affiliates are mentioned or language from which the connection of said names or Marks therewith may be inferred or implied.

3.8. Internet/Online Sales. Authorized Agent shall not advertise any sale of Verizon Wireless' services or products through Authorized Agent's website or other e-commerce activities or arrangement, without the express written consent of Verizon Wireless and execution of a written addendum to this Agreement governing the specific terms and conditions of such advertising. Under no circumstances shall Authorized Agent consummate any sales over such approved websites.

4. EQUIPMENT SALE, LEASE, ACTIVATION AND/OR INSTALLATION, WARRANTY AND MAINTENANCE.

4.1. Equipment Inventory. Authorized Agent shall maintain an inventory of approved models of Authenticatable Equipment and spare parts for Equipment, sufficient to meet reasonable, anticipated demand from the Subscribers that Authorized Agent enrolls.

4.2. Authorized Agent shall purchase Equipment directly from manufacturers or their authorized distributors.

4.3. In the event that Authorized Agent purchases any Equipment from Verizon Wireless, the terms and conditions of such purchases shall be governed by the provisions of Exhibit H, which is incorporated herein by this reference. Authorized Agent shall allocate any Equipment purchased from Verizon Wireless for use only with Verizon Wireless CMRS. In the event Verizon Wireless is providing Equipment, it shall have the right to allocate Equipment in its sole discretion, including distribution to itself or other Agents. Verizon Wireless reserves the right at any time to discontinue providing Equipment.

4.4. IT IS EXPRESSLY UNDERSTOOD THAT VERIZON WIRELESS (OR ITS AFFILIATES) MAY, BUT IS IN NO WAY OBLIGATED TO, SELL EQUIPMENT TO AUTHORIZED AGENT FOR RESALE.

4.5. Authorized Agent acknowledges that Verizon Wireless may sell subsidized, consumer-oriented products to its Agents or may offer such products through its direct channel for sale directly to consumers. Such products include, but are not limited to, telephones packaged with a contract and a price plan or provided in a "break-the-seal" shrink wrap box.

Authorized Agent agrees that it will not purchase such products from other Verizon Wireless Agents, Retailers or through Verizon Wireless' direct channel for the purpose of resale.

4.6. All Equipment sales and/or leases shall be made by or on behalf of Authorized Agent for its own account and not as Authorized Agent for, or for the account of, Verizon Wireless. With respect to the sale, lease, installation, warranty service, and maintenance of Equipment, Subscribers shall be customers of Authorized Agent, and Verizon Wireless shall have no responsibility to Authorized Agent or Subscribers with respect to such activities. Authorized Agent shall establish sales prices and lease charges or other fees for Equipment in its sole discretion, and Verizon Wireless shall have no control over such prices, charges and fees.

4.7. Minimum Equipment Standards.

All Equipment activated by Authorized Agent pursuant to the terms of this Agreement shall comply with the following requirements, which are subject to change upon written notice:

4.7.1. The Equipment shall be Authenticatable.

4.7.2. The Equipment make and model must first be approved by Verizon Wireless for use with Verizon Wireless' CMRS.

4.7.3. The Equipment must be programmed with Verizon Wireless' then current preferred roaming list ("PRL") and appropriate IP address for wireless internet access. The Equipment must: have a Type Acceptance Certificate from the FCC, pursuant to Part 22 of Title 47 of the United States Code of Federal Regulations; comply with CTIA Standards for A-Keys random authentication as may be amended from time to time; be CTIA certified; comply with all CTIA guidelines for RF emissions and specific absorption rate ("SAR") level disclosure; be equipped with a universal built-in speaker; and meet the requirements of Verizon Wireless' responsible driving program.

4.8. Installation, Maintenance and Warranty of Equipment.

4.8.1. Authorized Agent shall be responsible, on a direct or indirect basis, for the installation, maintenance and warranty of the Equipment it sells. Upon request in writing by Verizon Wireless, Authorized Agent shall provide Verizon Wireless with a written certification from the manufacturer of all Equipment sold or leased by Authorized Agent, that Authorized Agent is certified and authorized to maintain, install and warrant such Equipment at Authorized Agent's location(s).

4.8.2. Authorized Agent must be able, directly or indirectly, to provide warranty service on the primary Equipment offered by Authorized Agent, including without limitation providing accurate information to Subscribers for equipment vendors' warranty

operations. Authorized Agent shall ensure that any and all installations, service and maintenance of Equipment performed by Authorized Agent are performed by trained technicians.

5. COMPENSATION.

5.1. Verizon Wireless shall pay Compensation to Authorized Agent (provided that Authorized Agent is in full compliance with this Agreement's terms and conditions) for Subscribers obtained by Authorized Agent and accepted by Verizon Wireless in accordance with Exhibit B, which may be amended by Verizon Wireless from time to time.

5.2. Verizon Wireless may add, delete or modify any CMRS rate plans and the Compensation paid for such rate plans. Verizon Wireless will provide Authorized Agent with thirty (30) days notice of changes in all Compensation, including without limitation Compensation for existing postpaid rate plans, except that Verizon Wireless may provide fourteen (14) days notice of changes in Compensation for prepaid activations. Verizon Wireless will determine whether such rate plan changes will apply to both existing and/or future Subscribers. Authorized Agent understands, acknowledges and expressly agrees that after the effective date of any changed Compensation schedule, submission by Authorized Agent of a Service Form to Verizon Wireless for activation of a Number (or activation by Authorized Agent of a Number by use of an automated activation system) shall be deemed acceptance of the changed Compensation.

5.3. All documentation must be accurately completed to the satisfaction of Verizon Wireless and signed by the Subscriber in accordance with the activation procedures of Verizon Wireless. In the event Compensation is paid by Verizon Wireless that was not due or payable to Authorized Agent, Verizon Wireless shall charge back the full amount of said Compensation from future Compensation.

5.4. Authorized Agent shall not receive any Compensation for Subscribers who activate on Equipment that does not meet the requirements set forth in Section 4 of this Agreement.

5.5. Verizon Wireless reserves the right not to pay Compensation, or to charge back Compensation if already paid, for the activation of a Number where any of the following occurs: (1) the Subscriber was a Verizon Wireless Subscriber within the one hundred eighty (180) days prior to the activation (except as otherwise provided in this Agreement for CMRS upgrades); (2) the Subscriber has previously terminated Verizon Wireless CMRS twice; (3) the Subscriber's billing or street address is outside the Area, unless Authorized Agent has

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

prior written approval of Verizon Wireless, which may be withdrawn at its sole discretion; (4) the Number activated is outside the Area; (5) an existing Subscriber switches Numbers with no net Number gain within one hundred eighty (180) days; (6) the Subscriber assigns the Number to another responsible party; (7) the Subscriber cancels one Number and activates another Number with the same billing address within one hundred eighty (180) days; or (8) the Subscriber cancels CMRS with Verizon Wireless and a person with the same billing address activates a Number within one hundred eighty (180) days.

5.6. Further, in the event a Subscriber disconnects CMRS for any reason prior to completing a full one hundred eighty (180) calendar days of service, excluding the day of Activation, Verizon Wireless will charge back to Authorized Agent, or setoff and deduct from any unpaid Compensation or other amounts owed to Authorized Agent, the entire Compensation paid to Authorized Agent for that Subscriber ("Chargeback"). Notwithstanding the foregoing, if the Subscriber's service is disconnected, resulting in a Chargeback, but then reconnected (as a result of Authorized Agent's documented efforts) on the Subscriber's original account within one hundred eighty (180) calendar days after the original activation, Authorized Agent may submit to Verizon Wireless a written request to be recompensated for such account. Verizon Wireless shall have no obligation to recompense Authorized Agent on accounts where the disconnected service is reconnected more than one hundred eighty (180) days after the original activation date or Verizon Wireless, in its sole discretion, determines the Subscriber reactivated as a result of Verizon Wireless' efforts.

5.7. Any Compensation or other fee paid by Verizon Wireless under this Agreement shall not be contested by Authorized Agent unless Authorized Agent shall provide Verizon Wireless in writing, within forty-five (45) business days of issuance of said Compensation, with notice that Authorized Agent in good faith believes payment to be incorrect, a detailed statement of the reason why the Authorized Agent believes there is an error, and all documentation, including but not limited to, Service Forms, inventory reports, commission reports, canceled checks, installment sales contracts, etc., in support of Authorized Agent's belief. Any objections not raised by Authorized Agent in this manner will be deemed waived.

5.8. If this Agreement is terminated for any reason, Verizon Wireless may withhold payment of Compensation then due for one hundred eighty (180) days or until all matters relating to the termination of the agency, including, but not limited to, the return of any point of purchase displays or demonstration equipment, the outcome of any fraud investigations, and the

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0018

resolution of any arbitration or any other disputes between the parties, and matters under any other agreement between the parties, are settled, whichever is longer.

5.9. Authorized Agent acknowledges that Verizon Wireless may engage in customer service programs that may result in a Subscriber migrating to a different price plan, and such activity may result in a difference in the amount of Compensation paid for such plan. Should a Subscriber migrate between price plans for any reason within one hundred eighty (180) days of the Subscriber's activation date, and these price plans pay different Compensation amounts, Verizon Wireless may adjust the Compensation paid to the Authorized Agent, upwards or downwards, to reflect the difference between the Compensation payout of the respective price plans.

5.10. Authorized Agent hereby agrees and acknowledges that Verizon Wireless has no obligation, express or implied, to pay Authorized Agent the same rate(s) of Compensation as those it pays to any other Agent or other distribution channel or to offer to extend to Authorized Agent any contract provision or term that is the same, similar to, or comparable to the agreements, provisions or terms Verizon Wireless offers to any other Entity or extends to or enters into with any other Agent or other distribution channel.

5.11. Verizon Wireless reserves the right not to pay Compensation, or to charge back Compensation if already paid for any defaults regarding obligations, debts, or monies owed by Authorized Agent to Verizon Wireless under this, or any other agreement, including without limitation Equipment obligations.

6. AGENT'S OPERATING MATTERS

6.1. Authorized Agent's Business Records. Authorized Agent and its Affiliates shall maintain at their principal offices, and preserve for three (3) years from the date of their preparation, full, complete and accurate records of their business as they relate to Authorized Agent's performance under this Agreement. Such records shall be available for inspection and copying by Verizon Wireless at all reasonable times.

6.2. Compliance with Rules and Procedures and Good Business Practices.

6.2.1. In its performance of this Agreement, Authorized Agent shall comply with:

(a) all applicable laws, orders, rules and regulations of federal, state or local governments, including without limitation all consumer protection laws, laws governing the use of trade secrets and other proprietary information, and laws applicable to Authorized Agent as an employer of labor, all tariffs, and any

governmental rules and procedures relating to the sale of CMRS or the sale, lease, installation, warranty service or repair of Equipment;

(b) all applicable federal, state or regulations relating to consumer protection and the safeguarding, protection, and disposal of Confidential Information and Trade Secrets, as defined in Section 3.3 of this Agreement, or similar information used, maintained, and/or accessed on Verizon Wireless' behalf including, but not limited to, the FTC information disposal rule enacted June 1, 2005. In the event of an unauthorized disclosure of personal or similar information in violation of the foregoing, Authorized Agent shall provide notice of same by e-mail to inseinre@gl.verizonwireless.com within forty-eight (48) hours, and to the contract notice addressees set forth in Section 18, (NOTICE) by the means set forth therein; and

(c) all rules and procedures concerning the conduct of Authorized Agent's business relating to CMRS reasonably prescribed from time to time by Verizon Wireless.

6.2.2. Authorized Agent shall, at its sole expense, secure and maintain in full force and effect all licenses, approvals, certifications, and permits required of Authorized Agent and its employees for its performance hereunder.

6.2.3. Authorized Agent shall notify Verizon Wireless in writing within five (5) days of the commencement of any material action, suit or proceeding or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality involving Authorized Agent or Authorized Agent's business.

6.2.4. Authorized Agent agrees that it will not use Verizon Wireless Subscriber information to transmit information to a Subscriber's mobile telephone, including, but not limited to: (1) unlawful, threatening, abusive, harassing, or other objectionable material; and (2) unsolicited or unauthorized commercial material, including, but not limited to, advertising, promotional materials, "junk mail," "SPAM," chain letters, pyramid schemes, and other undesirable material.

6.2.5. Authorized Agent acknowledges and agrees that as an Agent of Verizon Wireless it is obligated to comply with the Federal Communications Commission ("FCC") order released on October 12, 2001 regarding the Rules To Ensure Compatibility to Enhanced 911 Emergency Calling Systems.

(a) The order requires that:

Beginning July 31, 2002	25% of all new Equipment activated must be A-GPS-capable;
Beginning March 31, 2003	50% of all new Equipment activated must be A-GPS-capable;
Beginning December 31, 2003	100% of all new digital Equipment activated must be A-GPS-capable;
By December 31, 2005	95% of all customer Equipment in service must be A-GPS-capable.

6.3. Clear Disclosure. Authorized Agent will only be permitted to activate Subscribers under the following terms and conditions:

6.3.1. Authorized Agent shall ensure that each Subscriber activated by Authorized Agent has read the terms and conditions of the Service Forms and has reviewed the consumer information overview.

6.3.2. Authorized Agent shall indemnify, defend and hold Verizon Wireless harmless from any and all claims, demands and causes of action whatsoever asserted against Verizon Wireless due to a claim that the Subscriber was not informed that service activated under the Service Form was subject to its terms and conditions or that the Subscriber did not have the opportunity to review the consumer information overview.

6.3.3. In the event Authorized Agent offers for sale any Equipment that is used, reconditioned or refurbished, Authorized Agent shall provide clear written notice to Subscribers and be in full compliance with all applicable laws and regulations that apply to the sale of used, reconditioned or refurbished Equipment.

6.3.4. In all dealings with Subscribers and others, Authorized Agent shall conspicuously identify itself as an Authorized Agent of Verizon Wireless and otherwise as an independent business, shall conduct itself with the highest standards of honesty, integrity and fair dealing, including, but not limited to, those standards set forth in the Compliance Guidelines for Verizon Wireless' Authorized Agents, Exhibit C to this Agreement. Authorized Agent shall do nothing that would, in the opinion of Verizon Wireless, tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Verizon Wireless, Agent or any other alternative distribution channel of Verizon Wireless CMRS.

6.3.5. Authorized Agent shall conform to the highest ethical standards for advertising and will comply with all Verizon Wireless standards for advertising, (including, but not limited to, those standards set forth in Verizon Wireless Advertising Guidelines for Authorized Agents in Exhibit D of this Agreement which is subject to change upon notice) and in promotional and training material to be used or distributed by Authorized Agent to Subscribers. Failure of Authorized Agent, its employees or agents, to abide by such standards in all material respects shall be a material breach of this Agreement. All advertising and promotional materials shall be submitted to Verizon Wireless or its designee for written approval before publication or dissemination.

6.3.6. Responsibility for Subscriber Complaints. Authorized Agent shall promptly address all Subscriber complaints directed to it regarding Verizon Wireless CMRS.

6.3.7. Non-Discrimination. Authorized Agent shall not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, citizenship, age, otherwise qualified disability, or veteran status. Authorized Agent shall also comply with the applicable provisions of the Non-Discrimination Compliance Agreement attached as Exhibit E.

6.4. Subscriber Activation Process. Authorized Agent, at its own expense, shall have the equipment necessary to facilitate transmission of Subscriber information to Verizon Wireless at all times during the Terms of this Agreement. Authorized Agent's equipment must comply with Verizon Wireless' requirements as communicated from time to time, and must include at a minimum, a facsimile machine and a computer capable of Internet access with the requirements set forth in Exhibit F of this Agreement. Authorized Agent's equipment must be compatible with Verizon Wireless' automated activation systems. The automated activation system, where available, shall be used for all activations. If an automated activation system is not available in an Authorized Agent's market, activations shall be then made in accordance with normal regional activation procedures. If Authorized Agent calls Verizon Wireless' fulfillment center for activations instead of utilizing the automated activation system where available, a $10.00 fee may be assessed for each number activated through the Verizon Wireless fulfillment center. This fee shall be deducted from Authorized Agent's Compensation checks. Verizon Wireless shall have the right, immediately upon termination of this Agreement, to deny Authorized Agent access to Verizon Wireless' computer systems. Currently, web-based automated activation systems, which will verify credit and assign

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0022

mobile telephone numbers, are available in certain markets. A list of these markets and the required equipment to access the automated activation systems are set forth in Exhibit F. It is Verizon Wireless' intention eventually to implement automated activation systems in all of its markets. Verizon Wireless will notify Authorized Agent in writing as automated activation systems become available in new markets and provide notice if the computerized system requirements are modified.

6.5. Failure to Properly Process Applications. Authorized Agent's failure to properly process Verizon Wireless' Subscriber applications in accordance with Verizon Wireless' procedures, which failure leads to subscription fraud due to Authorized Agent activating Subscribers through the use of stolen, invalid, unverifiable and/or unauthorized credit information, will cause the following to occur:

(1) Verizon Wireless will notify Authorized Agent in writing that Authorized Agent has been placed on temporary probation for a thirty (30) day period.

(2) Within ten (10) days of receipt of Verizon Wireless' probation notice, Authorized Agent shall prepare a corrective action plan to improve its procedures for verifying Subscribers, and submit the plan to Verizon Wireless for review and acceptance.

(3) Within three (3) days of receipt of such plan, Verizon Wireless will review the plan and notify Authorized Agent of its approval or suggest revisions to the plan that could make it acceptable.

(4) If, in Verizon Wireless' judgment, there has not been a reasonable improvement in the rate of subscription fraud, as a result of the implementation of the corrective action plan, within thirty (30) days of the original notice, Verizon Wireless will have the right to terminate the Agreement.

(5) If, as a result of the implementation of the corrective action plan, in Verizon Wireless' judgment there has been a reasonable improvement, the Agreement will continue; however, should significant subscription fraud occur again, Verizon Wireless will have the right to take further action up to and including immediate termination.

6.6 Insurance. Without limiting Authorized Agent's duty to indemnify Verizon Wireless as set forth in this Agreement, Authorized Agent will maintain at all times during the Term or any extension or renewal thereof, at Authorized Agent's sole expense, the following insurance with an insurance company rated at least A- by A.M. Best Company and qualified to do business within the Area. Coverage required can be satisfied with primary and/or umbrella excess coverage.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0023

6.6.1 Workers Compensation Insurance as required by each State in which Authorized Agent performs the Agreement including a waiver of subrogation endorsement against Verizon Wireless.

6.6.2 Comprehensive or Commercial General Liability Insurance with the minimum limits as follows:

6.6.2.1 for Authorized Agents having three (3) or less Authorized Locations: One Million Dollars ($1,000,000) per occurrence for bodily and personal injury or death; One Million Dollars ($1,000,000) per occurrence for property damage; and One Million Dollars ($1,000,000) per occurrence for product liability arising out of any defects in the use of Equipment; and

6.6.2.2 for Authorized Agents having more than three (3) Authorized Locations: Two Million Dollars ($2,000,000) per occurrence of bodily and personal injury or death; Two Million Dollars ($2,000,000) per occurrence for property damage; and Two Million Dollars ($2,000,000) per occurrence for product liability arising out of any defects in the use of Equipment.

6.6.3 Employer's Liability Insurance within limits of not less than:

6.6.3.1 for Authorized Agents having three (3) or less Authorized Locations, Two Hundred Thousand Dollars ($200,000) per occurrence; and

6.6.3.2 for Authorized Agents having more than (3) Authorized Locations, One Million Dollars ($1,000,000) per occurrence.

6.6.4 Automobile Liability, Comprehensive Form, with limits of not less than Five Hundred Thousand Dollars ($500,000) for bodily injury and Five Hundred Thousand Dollars ($500,000) for property damage per occurrence or One Million Dollars ($1,000,000) combined single limit, subject to such deductibles Verizon Wireless determines to be appropriate, covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles [used on any occasion in the business of the Authorized Agent]. Authorized Agent acknowledges, understands and expressly agrees that all personal vehicles will meet applicable State statutory requirements for business use.

6.6.5 For Authorized Agents having at any time during the Term or any extension or renewal thereof more than three (3) Authorized Locations, Professional Liability

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Insurance (Errors and Omissions) covering trademark and copyright infringement with limits of not less than One Million Dollars ($1,000,000) per occurrence.

6.6.6 If Authorized Agent has more than twenty-five (25) Locations: A Commercial Crime Bond or Employee Dishonesty Policy with a minimum aggregate limit of Five Hundred Thousand dollars ($500,000) is required.

6.6.7 At Verizon Wireless' request, Authorized Agent will submit to Verizon Wireless a Certificate of Insurance, on an ACORD form or a similar form acceptable to Verizon Wireless in its sole discretion, evidencing all required insurance prior to the start of any work under this Agreement and annually thereafter on the policy renewal date during the Term or any extension or renewal thereof. Cellco Partnership or Verizon Wireless and, if applicable, any partnerships who participate in this Agreement, will be named as "Additional Insured" on all policies except Workers Compensation, Employees Liability Insurance and Professional Liability coverage, which will also be so evidenced on the Certificate of Insurance. Each insurance policy will state by endorsement that such policy will not be cancelled or materially changed without at least thirty (30) calendar days prior written notice to Verizon Wireless.

6.6.8 The insurance required in Sections 6.6.1 through 6.6.5 will provide that such insurance is primary coverage with respect to all insureds and will contain a waiver against Cellco Partnership or Verizon Wireless and any applicable Partnership(s) and such parties' Affiliates, directors, officers, employees and partners.

6.6.9 Verizon Wireless may at any time, upon sixty (60) calendar days prior written notice to Authorized Agent, require Authorized Agent to increase the amount of coverage of any type of insurance or require different or additional types of insurance to reflect inflation, higher damage awards or comparable factors which make the above limits insufficient to cover Authorized Agent liabilities and Authorized Agent's obligations to indemnify of Verizon Wireless under this Agreement.

6.7 Demonstration Service. At its sole discretion, Verizon Wireless may provide CMRS to Authorized Agent or its employees at a reduced cost to the Authorized Agent or its employees or at no charge. Such CMRS shall not be considered as Compensation to Authorized Agent. Coverage provided may be limited as set forth in the regional demonstration service policy.

Further, the Numbers provided for such service shall remain the property of Verizon Wireless.

7. USE OF MARKS BY AUTHORIZED AGENT.

7.1. Grant of License. Subject to the terms and conditions specified herein and provided there is no breach by the Authorized Agent, Verizon Wireless hereby grants to Authorized Agent a limited nonexclusive license to use the Licensed Marks in accordance with Verizon Wireless' standards throughout the Area solely in connection with the sale and promotion of Verizon Wireless CMRS and Verizon Wireless branded terminal equipment for the term of this Agreement. Periodically, Verizon Wireless will publish a list of the Licensed Marks that Authorized Agent is licensed to use under this Agreement. Verizon Wireless may at any time, in its sole discretion, add, delete, modify, amend or restrict the Marks on such list.

7.2. Authorized Agent recognizes the great value of the goodwill associated with the Licensed Marks, and it acknowledges that the Licensed Marks, and all rights therein and goodwill pertaining thereto, belong exclusively to Verizon Wireless or its Affiliates, and that the Licensed Marks have a secondary meaning in the minds of the public. Authorized Agent acknowledges and agrees that all usage of the Licensed Marks, and any goodwill established thereby, shall inure to the exclusive benefit of Verizon Wireless or its Affiliates and that this Agreement does not confer any goodwill or other interests in the Licensed Marks to Authorized Agent.

7.2.1. Authorized Agent acknowledges that the Licensed Marks and the registrations thereof are good, valid and enforceable in law and equity, and Authorized Agent agrees not to challenge or assist in challenging the validity of registrations thereof.

7.2.2. Authorized Agent acknowledges that any unauthorized use of any Marks, and any use of such Marks in violation of this Agreement, shall constitute an infringement of such Marks.

7.3. Supervision

7.3.1. For the purpose of protecting and maintaining the standards of quality established by Verizon Wireless for Equipment and services marketed under the Licensed Marks, Verizon Wireless shall have the right to supervise the marketing of Equipment and the services by Authorized Agent, to inspect and test the Equipment offered for sale by Authorized Agent, and to inspect Authorized Agent's premises at all reasonable times.

7.3.2. All labels, packaging, designs, stationery, promotional materials, and advertising of every kind using any of the Licensed Marks shall be developed by Authorized Agent in consultation with Verizon Wireless, and shall not be publicly disseminated without Verizon Wireless' prior written approval.

7.3.3. If Verizon Wireless at any time finds the products or services marketed by Authorized Agent under the Licensed Marks to be deficient in quality or marketed in a misleading or deceptive manner or otherwise in violation of this Agreement or of any laws, then Verizon Wireless may notify Authorized Agent in writing or such deficiency, and if Authorized Agent fails to correct or eliminate such deficiency within thirty (30) days after receipt of such notice, Verizon Wireless may at its election declare this Agreement terminated.

7.4. Sub-Licenses. Authorized Agent shall not directly or indirectly license or attempt to license, whether orally or in writing, any Entity to use any of the Licensed Marks unless expressly authorized in writing by Verizon Wireless.

7.5. Disclaimer of Assignment. The parties expressly agree that Authorized Agent shall not have any right, title, or interest in the Licensed Marks, or in the registration or applications thereof, except only the right to use the Licensed Marks in connection with the services/products provided by Authorized Agent described herein. Nothing contained in this Agreement shall be construed to grant or assign to Authorized Agent any additional right, title, or interest in the Licensed Marks, or in the registrations thereof, except such limited right to use the Licensed Marks.

7.6. Restrictions on Use of Licensed Marks.

7.6.1. Authorized Agent shall not use any of the Licensed Marks unless modified with such words identifying Authorized Agent's agency relationship with Verizon Wireless as Verizon Wireless may approve in writing.

7.6.2. Authorized Agent shall not use any of the Licensed Marks or any confusingly similar marks as part of its corporate, trade or business names.

7.6.3. Authorized Agent shall not use any of the Verizon Wireless Marks that are licensed hereunder except as set forth in Verizon Wireless Indirect Corporate Identity Standards (Exhibit G).

7.6.4. Authorized Agent shall not register or otherwise use the Licensed Marks or any portion of the Licensed Marks as part of any Internet domain name, Internet address, or telephone number.

7.6.5. Authorized Agent shall not use the Licensed Marks in connection with the sale or lease of any unauthorized Equipment or service, or in any other manner not expressly authorized by this Agreement or separately in writing by Verizon Wireless.

7.7. Modification or Discontinuation of Licensed Marks. In the event that Verizon Wireless decides in its sole discretion to modify or discontinue the use of any of the Licensed Marks, or to substitute one or more Marks in place of any of the Licensed Marks, Authorized Agent agrees that within thirty (30) days after receipt or written notice from Verizon Wireless it shall:

7.7.1. Refrain from using the unmodified or discontinued Licensed Marks; and

7.7.2. Destroy or return to Verizon Wireless all designs, stationery, promotional materials, and advertising of every kind using any of the unmodified or discontinued Licensed Marks; and

7.7.3. Commence using the modified or substituted Marks in accordance with this Agreement as if such Marks had been identified herein as the original Licensed Marks.

7.8. Infringement.

7.8.1. In the event that any infringement of the Licensed Marks comes to the attention of Authorized Agent, it shall promptly notify Verizon Wireless of such infringement. Authorized Agent agrees to assist Verizon Wireless, its Affiliates, and, if applicable, any partnerships that participate in this Agreement, or its successor in interest as the case may be, in the prosecution of any claim or lawsuit against infringement of the Licensed Marks by providing such evidence and expert assistance as Authorized Agent may have within its control, and, to the extent permitted by law, Authorized Agent shall have the right to intervene, at its own expense, in any legal proceedings affecting the rights acquired by it under this Agreement. Verizon Wireless may, at its own expense and in its sole discretion, bring a claim or lawsuit to restrain any infringement of the Licensed Marks, either in its own name or in Authorized Agent's name, or may cause the joinder of Authorized Agent as a party to such lawsuit, and Verizon Wireless shall be entitled to receive and retain for its own use and benefit any recovery awarded in such lawsuit.

7.8.2. Verizon Wireless shall indemnify Authorized Agent and hold it harmless from any damages and costs imposed on Authorized Agent as a result of any claim or lawsuit

brought against Authorized Agent arising out of Authorized Agent's authorized use of the License Marks in accordance with this Agreement, provided that:

7.8.2.1. Authorized Agent shall promptly notify Verizon Wireless of any such claim or lawsuit; and

7.8.2.2. Verizon Wireless shall have the option to undertake and conduct the defense of such claims or lawsuit; and

7.8.2.3. Authorized Agent shall not settle or attempt to settle such claim or lawsuit without Verizon Wireless' prior written consent.

7.9. Infringement by Authorized Agent and Irreparable Injury. Authorized Agent acknowledges and agrees that:

7.9.1. Any use by Authorized Agent of any Mark in violation of this Agreement shall constitute an infringement or dilution of such Mark; and

7.9.2. Any infringement or dilution of a Mark by Authorized Agent shall constitute immediate and irreparable injury to Verizon Wireless not compensable in money damages and shall warrant preliminary and other injunctive and equitable relief against Authorized Agent upon a showing satisfactory to the court to which an application for relief may be made; of the failure of Authorized Agent to carry out its obligations.

7.9.3. Authorized Agent waives and shall not claim any right to any bond with respect to any application for preliminary or other injunctive relief Verizon Wireless may make to protect its Marks from infringement or dilution.

7.10. Termination.

7.10.1. The Parties shall have the right to terminate this Agreement in accordance with Sections 8 and 9 hereof.

7.10.2. Upon termination of this Agreement for any reason, all rights and privileges granted to Authorized Agent hereunder shall immediately terminate, and Authorized Agent, its trustees, receivers, successors or assigns shall have no further right to use of the Licensed Marks. Authorized Agent agrees that upon such termination it shall immediately:

7.10.2.1. destroy or return to Verizon Wireless all designs, stationery, promotional materials, and advertising of every kind using any of the Licensed Marks; and

7.10.2.2. return to the manufacturer or other supplier all products bearing the Licensed Marks, together with all labels, packaging and other promotional materials associated therewith.

8. TERM OF RELATIONSHIP. The term of this Agreement (the "Term") shall be three (3) years, which shall commence on the date this Agreement is executed by authorized representatives of both parties (the "Effective Date"). Upon expiration of the Term, this Agreement will continue on a month-to-month basis until terminated by either party, with or without cause, on thirty (30) days prior written notice, or the parties enter into a renewal agreement. It is expressly understood and agreed that neither party has any right or expectation of renewal of this Agreement beyond the Term or any month-to-month term of operation, and that either party may decide in its sole discretion not to renew this Agreement.

9. TERMINATION OF AGREEMENT

9.1. Termination. This Agreement may be terminated in the following manner:

9.1.1. Notwithstanding Section 15 of this Agreement, Verizon Wireless has the right to terminate this Agreement upon thirty (30) days written notice to Authorized Agent if:

9.1.1.1. Authorized Agent fails to pay its bills or to discharge its obligations as they become due and fails to cure such default within the thirty (30) day notice period;

9.1.1.2. Authorized Agent fails to attain and maintain the Minimum Activation Level as specified in Exhibit B and fails to cure such deficiency within the thirty (30) day notice period;

9.1.1.3. Authorized Agent fails to comply with any provision or requirement of any tariff relating to CMRS, and, if such failure is capable of being cured, Authorized Agent does not cure such failure within the thirty (30) day period.

9.1.2. Verizon Wireless has the right to terminate this Agreement immediately upon written notice to Authorized Agent if Authorized Agent commits any other material or nonmaterial breach of this Agreement, except as specified in Sections 9.1.1.1, 9.1.1.2 or 9.1.1.3 above. In addition, Verizon Wireless has the right to terminate this Agreement immediately upon written notice to Authorized Agent if:

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

9.1.2.1. Authorized Agent engages in conduct that, in Verizon Wireless' reasonable discretion, constitutes unethical, misleading, or unfair business practices; or

9.1.2.2. Verizon Wireless determines, in its reasonable discretion that any representation or warranty made by Authorized Agent in connection with this Agreement or its application to act as a Verizon Wireless limited Agent is untrue; or

9.1.2.3. Authorized Agent, or one or more of its personnel, is convicted of, or pleads no contest to, any felony or other crime that is likely to affect adversely the reputation or goodwill of Verizon Wireless or its Affiliates, with such effect being judged solely by Verizon Wireless; or

9.1.2.4. Authorized Agent has more than three (3) unresolved Subscriber complaints within any sixty (60) day period; or

9.1.2.5. Authorized Agent breaches the terms of this Agreement in a manner described in Sections 9.1.1.1, 9.1.1.2 or 9.1.1.3 above, three (3) or more times within any one hundred eighty (180) day period, regardless of whether such breach is cured within the thirty (30) day notice period; or

9.1.2.6. Authorized Agent ceases to conduct business at any of the Authorized Agent Locations, moves an existing Location, or opens a new store location, without prior written notice to Verizon Wireless.

9.1.3. Either party has the right to terminate this Agreement immediately upon written notice to the other if the other:

9.1.3.1. makes an assignment for the benefit of creditors; or

9.1.3.2. enters an Order for Relief or has such an order filed against it under Title II of the United States Bankruptcy Code; or

9.1.3.3. has a trustee or receiver of any substantial part of its assets appointed by any court.

9.1.4. Verizon Wireless has the right to terminate this Agreement at any time, with or without cause, upon six (6) months prior written notice to Authorized Agent.

9.1.5. This Agreement may be terminated at any time by mutual written consent of the parties.

9.1.6. This Agreement may be terminated immediately by Verizon Wireless upon assignment of this Agreement by Authorized Agent, or any other change in ownership or principals, without express written consent by Verizon Wireless.

9.2. Cross-default. Verizon Wireless has the right, at its sole option, to terminate this Agreement effective upon delivery of written notice to Authorized Agent if Authorized Agent breaches its obligations under any other agreement between Authorized Agent and Verizon Wireless or any Affiliate thereof, and such other agreement is ultimately terminated as a result of such breach. In this event, any and all outstanding amounts owed to Verizon Wireless under all agreements between Authorized Agent and Verizon Wireless shall become due and payable to Verizon Wireless immediately upon demand.

9.3. Excusal From Performance. The time within which Authorized Agent is required to make payments to Verizon Wireless for outstanding invoices and its ability to do so is an essential term of this Agreement. If Authorized Agent fails to make payment in full to Verizon Wireless when such payment is due, then Verizon Wireless, in addition to its other remedies under this Agreement or at law or in equity, will not be required to perform its obligations hereunder including, but not limited to payment of Compensation, during the period for which payment is overdue. Verizon Wireless will be required to resume performance hereunder only at such time as Authorized Agent has fully cured its failure to make timely payment hereunder, provided that Verizon Wireless has not terminated this Agreement before that time. The withholding of performance by Verizon Wireless pursuant to this provision shall in no event be grounds for Authorized Agent to terminate this Agreement; nor shall Verizon Wireless be required at any later time to perform any performance it has previously withheld hereunder.

9.4. Obligations of Authorized Agent Upon Termination or Expiration. Upon the expiration or Termination of this Agreement by either party for any reason whatsoever, and notwithstanding any claims or defenses that Authorized Agent may assert against Verizon Wireless, Authorized Agent and its owner(s) and Affiliates shall:

9.4.1. not thereafter use any of the Licensed Marks, or any trade name, service mark, trademark, logo, insignia, symbol or decorative design similar to the Licensed Marks or heretofore used by Authorized Agent in the conduct of its business hereunder; and

9.4.2. return to Verizon Wireless all materials containing any Mark or otherwise identifying or relating to Verizon Wireless' business within ten (10) business days following the

expiration or termination date, upon instruction from Verizon Wireless, destroy all such materials; and

9.4.3. take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to any Mark; and

9.4.4. provide Verizon Wireless with an updated list of names, addresses and all other relevant information Authorized Agent possesses concerning Subscribers that Authorized Agent has enrolled in the Area; and

9.4.5. settle all outstanding accounts with Verizon Wireless including CMRS charges, inventory and consigned inventory within thirty (30) days following termination; and

9.4.6. refrain from advertising, directly or indirectly, that it was formerly an Agent of, or in any way affiliated with, Verizon Wireless.

9.5. Except as may otherwise be expressly provided herein, upon expiration or termination of this Agreement for any reason, Authorized Agent's right to receive any form of Compensation hereunder shall automatically cease, except for Compensation due to Authorized Agent at time of termination.

10. OUTSTANDING DEBTS AND OFFSET. Authorized Agent agrees that at any time, regardless of whether this Agreement is in effect, any sums for which Authorized Agent or any of its employees or agents is responsible as well as any amount owed to Verizon Wireless by Authorized Agent, its employees or agents, arising out of or related to this Agreement or any of the obligations or rights or relationships contemplated by this Agreement or any other agreement between the parties, for any cause whatsoever, may be offset against Compensation or any other amounts owed Authorized Agent. Such offset may include but is not limited to: Subscriber security deposits, all charges incurred by the Subscriber, including but not limited to, airtime charges, access charges, long distance charges, roaming charges (including charges outside the specific price plan's home area), cellular regional calling charges, special feature charges, and activation fees on activations where Verizon Wireless has reason to believe that Verizon Wireless' procedures to verify the applicant's identity were not followed, and any charges incurred by Subscribers signed on by unauthorized subagents. If there are insufficient amounts owed Authorized Agent by Verizon Wireless to effect such offset, Authorized Agent shall pay any remaining sums to Verizon Wireless immediately upon demand; such payment shall be made through certified funds or by wire transfer.

Authorized Agent agrees that Verizon Wireless may, at its discretion, deduct from any Compensation owed to Authorized Agent hereunder an amount equal to any debt owed by Authorized

Agent to Verizon Wireless or its Affiliates, under this Agreement or any other agreement between Authorized Agent and Verizon Wireless or any of its Affiliates. Amounts to be set off may include amounts for which Authorized Agent is obligated to indemnify Verizon Wireless hereunder.

11. MISCELLANEOUS.

11.1. Governing Law. Except to the extent explicitly provided elsewhere in this Agreement, the interpretation and enforcement of this Agreement and all matters arising out of or relating to it shall be governed by the law of New York, including New York General Obligations Law Section 5-1401, and without regard to its conflict of laws provisions.

11.2. No Implied Duties. It is understood and agreed that this Agreement is not subject to any implied duties of good faith or fair dealing.

11.3. Severability. In the event that any provision, or part thereof, of this Agreement is declared invalid or unenforceable by a final nonappealable ruling by a court or agency of competent jurisdiction, the remaining provisions hereof shall in no way be invalidated thereby but shall continue in full force and effect, provided that the material intent of this Agreement is not altered.

11.4. Rights Cumulative/No Waiver. The rights of Verizon Wireless and Authorized Agent hereunder are cumulative, and the exercise of any rights or remedies hereunder shall not preclude the exercise by either party of other rights and remedies, available either within or outside of this Agreement, in addition to the rights or remedies exercised. Furthermore, no exercise or enforcement by Verizon Wireless or Authorized Agent of any rights or remedies hereunder or forbearance from such exercise shall preclude the exercise or enforcement by Verizon Wireless or Authorized Agent of any other right or remedy hereunder, or the exercise of enforcement of the same right or remedy at another time or in another instance.

11.5. Force Majeure.

11.5.1. Neither party shall be deemed to be in breach of this Agreement for failure to perform if such failure results from acts of God, fires, strikes, embargoes, war, insurrection, riot, explosion, earthquake, government action, epidemic and other causes beyond the reasonable control of a party.

11.5.2. Verizon Wireless shall not be liable for loss or damage or be deemed to be in breach of this Agreement for failure to perform if such failure results from:

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0034

11.5.2.1. compliance with any law, ruling, order, regulation, requirement or instruction of any federal, state or municipal government or any department or agency thereof, or any court or other body of competent jurisdiction; or

11.5.2.2. acts or omissions of Authorized Agent.

Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

11.6. Injunctive Relief. In addition to Section 7 and subsection 3.3, Authorized Agent acknowledges and agrees that:

11.6.1. Any material, non-monetary breach by Authorized Agent of this Agreement shall constitute immediate and irreparable injury to Verizon Wireless not compensable in money damages and shall warrant preliminary and other injunctive or equitable relief against Authorized Agent upon a showing satisfactory to the court or arbitrator or arbitrators to which an application for relief may be made.

11.6.2. In any action for preliminary or other injunctive or equitable relief against Authorized Agent or its Affiliates under this subsection, subsection 3.3 or Section 7, Verizon Wireless shall be entitled to recover from Authorized Agent the reasonable attorney's fees, costs, and disbursements expended by Verizon Wireless.

11.6.3. Any claim by Authorized Agent with respect to termination of this Agreement or commissions is compensable by money damages only, and Authorized Agent agrees it has no right to seek preliminary or other injunctive or equitable relief against Verizon Wireless for such claim.

11.7. Indemnification.

11.7.1. Authorized Agent shall indemnify and hold harmless Verizon Wireless, its Affiliates, and their respective directors, officers, employees, contractors, agents, shareholders, and/or any successors and/or assignees thereof, and their respective heirs and legal representatives (collectively, "Indemnities"), from and against any and all obligations, losses, judgments, payments of interest, penalties, amounts paid in settlement, deficiencies, damages, injuries, including death, actions, suits, costs or liabilities, and any and all demands not yet matured into one of the foregoing, including attorney's fees and expenses incurred in the enforcement of this indemnification (collectively, "Losses"), for any claims, demands, actions, disputes, controversies, damages and/or requests for equitable or injunctive relief arising or alleged to have arisen in whole or in part out of:

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0035

11.7.1.1. the conduct of Authorized Agent's business, or

11.7.1.2. Authorized Agent's breach or violation of any of the terms of this Agreement; or

11.7.1.3. alleged acts or omissions of the Authorized Agent and/or its affiliates, Authorized Agent personnel, employees, contractors, subcontractors or subagents; or

11.7.1.4. breach by Authorized Agent of the warranty and representation set forth in Section 12.

11.7.2. Further, Authorized Agent shall defend, indemnify, and hold harmless Verizon Wireless and the Indemnities from and against all Losses, damages and liabilities whatsoever (including all claims, actions, suits, fines, interest, penalties, costs and expenses [together, "Claims"]) including reasonable attorneys' fees incurred on account thereof incident to or arising from any of Authorized Agent's agents, subagents, employees, contractors, or subcontractors (together, "Subagents") resulting from the Authorized Agent's relationship with the Subagents or its relationship with Verizon Wireless incurred by Authorized Agent's breach of this representation and warranty, which includes, but is not limited to, any Losses resulting from Authorized Agent's breach of any other such agreement with another wireless provider.

11.7.3. Verizon Wireless shall have sole control of the defense and settlement of any claims and any litigation proceedings against Verizon Wireless that are the subject of Authorized Agent's indemnification obligations herein.

11.7.4. All indemnification obligations shall survive termination, expiration or cancellation of this Agreement.

11.8. Assignment and Amendment. This Agreement is fully assignable by Verizon Wireless to any Entity, and it shall inure to the benefit of any assignee or other legal successor to the interest of Verizon Wireless hereunder. Authorized Agent may not voluntarily or involuntarily, or directly or indirectly, assign or otherwise transfer this Agreement without the prior written approval of Verizon Wireless. Subject to the foregoing sentence, this Agreement is binding upon the parties hereto and their respective executors, administrators, heirs, assigns and successors in interest. All amendments to this Agreement must be in writing. No amendment to this Agreement shall be effective or enforceable unless in writing and fully executed by an authorized representative of Verizon Wireless.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

11.9. No Third Party Beneficiaries. No provision of this Agreement shall be construed as conferring upon any third party any rights, benefits, obligations or duties under this Agreement.

11.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all together constituting but one agreement.

11.11. Effects of Headings. Headings to articles and paragraphs of this Agreement are to facilitate reference only, do not form a part of this Agreement and shall not in any way affect the interpretation hereof.

11.12. Survival of Authorized Agent's Obligations. All terms, provisions, representations, warranties and obligations of Authorized Agent shall survive the expiration or termination of this Agreement and the performance by either party hereunder and shall continue in full force and effect subsequent to and notwithstanding such expiration or termination of performance until they are satisfied in full or by their nature expire.

12. ACKNOWLEDGEMENTS AND REPRESENTATIONS.

Authorized Agent acknowledges that it has not received or relied upon, any guaranty, express or implied, as to the amount of Compensation or other revenue that it may earn as a result of its agency relationship with Verizon Wireless. Authorized Agent represents and warrants that:

12.1. the execution, delivery and/or performance of this Agreement will not conflict with or result in any breach of any provision of the charter or by-laws of Authorized Agent or any agreement, contract or legally binding commitment or arrangement to which Authorized Agent is a party; and

12.2. Authorized Agent is not subject to any limitation or restriction (including, without limitation, noncompetition/exclusivity, and confidentiality arrangements) that would prohibit, restrict or impede the performance of any of Authorized Agent's obligations under this Agreement; and

12.3. Neither Authorized Agent nor any Entity affiliated with Authorized Agent is currently under contract to offer for sale CMRS from another wireless provider or another wireless provider's agent, nor is it or any such Entity contractually prohibited, under an expired/terminated contract, from representing Verizon Wireless as a CMRS provider; and

12.4. (1) This Agreement is an entirely new, distinct and separate agreement, (2) it is not a renewal or extension of any pre-existing agreement(s), and (3) Verizon Wireless will have no further obligations of any kind or character under any pre-existing agency agreement(s) (whether with Verizon Wireless or any predecessor entity). For the consideration described in this

Agreement, Authorized Agent hereby releases and forever discharges Verizon Wireless and all of its predecessors, successors, assigns, and affiliated, associated or related entities from any and all claims, demands, and causes of action of whatever kind or character (whether sounding in tort, contract, or otherwise) that Authorized Agent has, or may have in the future, whether known or unknown, based on any events that have occurred prior to the date this Agreement is signed. This release shall be interpreted as the broadest form of general release. Authorized Agent acknowledges that it enters this release of its own free will, and that there has been no duress or undue influence exerted by anyone.

12.5 Authorized Agent represents and warrants that no service performed by Authorized Agent pursuant to this Agreement shall be provided, directed, controlled, supervised, or managed, and no Subscriber Information relating to any such service shall be stored or transmitted, at, in, or through a site located outside of the United States without the advance written consent of Verizon Wireless. Authorized Agent further represents, warrants and covenants that it will not use, or allow the use, outside of the United States of any user identifications and passwords assigned to it for access to the Subscriber Information.

13. INDEPENDENT INVESTIGATION/DISCLAIMER OF REPRESENTATIONS

AUTHORIZED AGENT ACKNOWLEDGES THAT THERE HAVE BEEN NEGOTIATIONS BETWEEN ITSELF AND VERIZON WIRELESS REGARDING THIS AGREEMENT. AUTHORIZED AGENT DECIDED WHETHER TO RETAIN AN ATTORNEY FOR ADVICE AND TO REVIEW THIS AGREEMENT. AUTHORIZED AGENT IS NOT RELYING UPON ANY REPRESENTATION MADE BY VERIZON WIRELESS REGARDING THE MEANING OR EFFECT OF ANY OF THE TERMS OF THIS AGREEMENT.

VERIZON WIRELESS AND AUTHORIZED AGENT ACKNOWLEDGE THEY HAVE READ THIS AGREEMENT AND UNDERSTAND AND ACCEPT THE TERMS, CONDITIONS, AND COVENANTS CONTAINED HEREIN AS BEING REASONABLY NECESSARY TO MAINTAIN VERIZON WIRELESS' HIGH STANDARDS FOR SERVICE. AUTHORIZED AGENT ACKNOWLEDGES AND UNDERSTANDS THAT VERIZON WIRELESS MAY AT ANY TIME ALSO BE ENGAGED DIRECTLY OR INDIRECTLY THROUGH ITS DIRECT SALES FORCE, AGENTS, OTHER RETAILERS, OR OUTLETS OF ANY KIND, IN SOLICITING POTENTIAL SUBSCRIBERS FOR THE SERVICE OR OTHER SERVICES OR PRODUCTS OR FOR THE SALE, LEASE, INSTALLATION, REPAIR, OR SERVICING OF EQUIPMENT IN THE MARKET.

AUTHORIZED AGENT ALSO ACKNOWLEDGES AND UNDERSTANDS THAT VERIZON WIRELESS MAY SELL THE SERVICE TO OTHERS WHO MAY RESELL IT. AUTHORIZED AGENT HAS INDEPENDENTLY INVESTIGATED THE CMRS OR EQUIPMENT SALES BUSINESS AND THE PROFITABILITY (IF ANY) AND RISKS THEREOF AND IS NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OF VERIZON WIRELESS OTHER THAN AS SET FORTH IN THIS AGREEMENT.

IN PARTICULAR, AUTHORIZED AGENT ACKNOWLEDGES THAT VERIZON WIRELESS HAS NOT REPRESENTED EITHER DIRECTLY OR INDIRECTLY: (A) AUTHORIZED AGENT'S PROSPECTS OR CHANCES FOR SUCCESS SELLING SERVICES UNDER THIS AGREEMENT; (B) THE TOTAL INVESTMENT THAT AUTHORIZED AGENT MAY NEED TO MAKE TO OPERATE UNDER THIS AGREEMENT (VERIZON WIRELESS DOES NOT KNOW THE AMOUNT OF THE TOTAL INVESTMENT THAT MAY BE REQUIRED FOR THIS PURPOSE); OR (C) THAT IT WILL LIMIT ITS EFFORTS TO SELL SERVICE OR ESTABLISH OTHER AGENTS OR RETAILERS IN THE AREA.
AUTHORIZED AGENT ALSO ACKNOWLEDGES THAT VERIZON WIRELESS HAS NOT REPRESENTED TO IT, EITHER DIRECTLY OR INDIRECTLY, THAT: (A) VERIZON WIRELESS WILL PROVIDE LOCATIONS OR ASSIST AUTHORIZED AGENT TO FIND LOCATIONS TO PROMOTE THE SALE OF SERVICE UNDER THIS AGREEMENT; (B) VERIZON WIRELESS WILL PURCHASE ANY PRODUCTS MADE BY AUTHORIZED AGENT THAT ARE IN ANY WAY ASSOCIATED WITH THE SERVICE SOLD BY AGENT UNDER THIS AGREEMENT; (C) AUTHORIZED AGENT WILL DERIVE A PARTICULAR AMOUNT OF INCOME FROM THE SALE OF VERIZON WIRELESS' SERVICES UNDER THIS AGREEMENT; OR VERIZON WIRELESS WILL REFUND ANY PAYMENTS MADE BY AUTHORIZED AGENT TO VERIZON WIRELESS UNDER THIS AGREEMENT; OR (D) VERIZON WIRELESS WILL PROVIDE A SALES OR MARKETING PROGRAM THAT WILL ENABLE AUTHORIZED AGENT TO DERIVE INCOME UNDER THIS AGREEMENT.

AUTHORIZED AGENT FURTHER ACKNOWLEDGES THAT VERIZON WIRELESS HAS NOT MADE ANY REPRESENTATIONS, EITHER DIRECTLY OR INDIRECTLY, REGARDING: (A) THE QUANTITY OR QUALITY OF SERVICE TO BE SOLD BY AUTHORIZED AGENT OTHER THAN AS STATED IN THIS AGREEMENT; (B) THE PROVISION BY VERIZON WIRELESS TO AUTHORIZED AGENT OF TRAINING AND MANAGEMENT ASSISTANCE; (C) THE

AMOUNT OF PROFITS, NET OR GROSS, THAT AUTHORIZED AGENT CAN EXPECT FROM ITS OPERATIONS UNDER THIS AGREEMENT; (D) THE SIZE (OTHER THAN THE GEOGRAPHIC AREA), POTENTIAL, OR DEMOGRAPHIC NATURE OF THE MARKET IN WHICH VERIZON WIRELESS' SERVICE IS AVAILABLE OR THE NUMBER OF OTHER RETAILERS OR AGENTS THAT ARE OR MAY IN THE FUTURE OPERATE IN THAT AREA, OR (E) THE TERMINATION, TRANSFER OR RENEWAL PROVISIONS OF THIS AGREEMENT OTHER THAN AS SET FORTH IN THE AGREEMENT. AUTHORIZED AGENT ACKNOWLEDGES THAT IT UNDERSTANDS THAT IT WILL NOT OBTAIN ANY EXCLUSIVE RIGHTS UNDER THIS AGREEMENT EITHER WITH RESPECT TO TERRITORY OR OTHERWISE, AND UNDERSTANDS THAT VERIZON WIRELESS MAY APPOINT OTHER AGENTS OR RETAILERS IN THE MARKET AFFECTED BY THIS AGREEMENT. AUTHORIZED AGENT ALSO ACKNOWLEDGES THAT VERIZON WIRELESS CANNOT CALCULATE IN ADVANCE THE TOTAL AMOUNT THAT VERIZON WIRELESS WILL PAY TO AUTHORIZED AGENT UNDER THIS AGREEMENT AS THAT AMOUNT DEPENDS, AMONG OTHER THINGS, ON THE QUANTITY OF SERVICE THAT SUBSCRIBERS PURCHASE FROM VERIZON WIRELESS.

14. WAIVER AND DISCLAIMER OF RIGHTS CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (THE "TEXAS DTPA").

FOR THOSE AUTHORIZED AGENTS AUTHORIZED TO CONDUCT SALES OF CMRS IN THE STATE OF TEXAS, AUTHORIZED AGENT SPECIFICALLY ACKNOWLEDGES THAT IT IS NOT A CONSUMER (AS DEFINED IN THE TEXAS DTPA) AND THAT THE TEXAS DTPA DOES NOT APPLY TO AUTHORIZED AGENT. AUTHORIZED AGENT SPECIFICALLY ACKNOWLEDGES AND AGREES THAT IT HAS KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS THAT ENABLE IT TO EVALUATE THE MERITS AND RISK OF ITS TRANSACTION WITH VERIZON WIRELESS. AUTHORIZED AGENT ACKNOWLEDGES AND AGREES THAT IT IS NOT IN A SIGNIFICANTLY DISPARATE BARGAINING POSITION WITH VERIZON WIRELESS. AUTHORIZED AGENT ACKNOWLEDGES THAT IT IS REPRESENTED BY LEGAL COUNSEL IN EVALUATING THIS AGREEMENT AND THAT SUCH LEGAL COUNSEL WAS NOT DIRECTLY OR INDIRECTLY IDENTIFIED, SUGGESTED OR SELECTED BY VERIZON WIRELESS OR ANY VERIZON WIRELESS REPRESENTATIVE.

NOTWITHSTANDING THE FOREGOING, TO THE EXTENT AUTHORIZED AGENT HAS ANY RIGHTS UNDER THE TEXAS DTPA, AUTHORIZED AGENT AGREES TO WAIVE ANY RIGHTS UNDER THE TEXAS DTPA, SECTION 17.41 ET SEQ OF THE TEXAS BUS. & COM. CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND

PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, AUTHORIZED AGENT VOLUNTARILY AGREES TO THIS WAIVER.

15. LIMITED LIABILITY.

VERIZON WIRELESS SHALL NOT BE LIABLE TO AUTHORIZED AGENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR TREBLED OR ENHANCED DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE AND WHETHER OR NOT VERIZON WIRELESS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES.

16. DISPUTE RESOLUTION AND ARBITRATION.

Except to the extent explicitly provided below, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY PRIOR OR FUTURE AGREEMENT BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH THE WIRELESS INDUSTRY ASSOCIATION ("WIA") RULES OF THE AAA, AS MODIFIED BELOW, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATORS MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. A COPY OF THE WIA RULES CAN BE FOUND ON THE AAA'S WEBSITE. THE WEBSITE INTERNET ADDRESS IS CURRENTLY:

WWW.ADR.ORG/RULES/COMMERCIAL/WIRELESS_RULES

16.1. The Federal Arbitration Act Applies. THIS AGREEMENT INVOLVES INTERSTATE COMMERCE AND IS SUBJECT TO THE FEDERAL ARBITRATION ACT, 9 U.S.C. §§ 1-16. THE FEDERAL ARBITRATION ACT PREEMPTS ANY INCONSISTENT STATE OR LOCAL LAW, RULE, OR REGULATION CONCERNING ARBITRATION.

16.2. Disputes Not Covered. Nothing in this Agreement shall preclude either party from:

16.2.1. Seeking to compel arbitration before a court of competent jurisdiction; should it become necessary for either party to seek to compel arbitration and a court of competent jurisdiction issues an order compelling arbitration of one or more of the

claims or controversies, then the party seeking to compel arbitration shall be entitled to recover its attorneys' fees and costs incurred in seeking to compel arbitration; or

16.2.2. Seeking to confirm or challenge any arbitral award before a court of competent jurisdiction; or

16.2.3. Seeking relief with respect to any internet domain name pursuant to the dispute resolution rules of The Internet Corporation for Assigned Names and Number or of any domain name registrar; or

16.2.4. Seeking relief with respect to any infringement or threatened infringement of a party's Marks; or

16.2.5Seeking relief from a court of competent jurisdiction for any breach or threatened breach of the obligations set forth in subsections 3.3. or 7; or

16.2.6. Seeking emergency injunctive relief or a temporary restraining order, to the extent otherwise permitted by this Agreement, from a court of competent jurisdiction pending appointment of the arbitrator or arbitrators required by this section. Upon appointment of the arbitrator or arbitrators required by this section, the arbitrator or arbitrators shall immediately consider whether such emergency injunctive relief, or temporary restraining order, shall be continued or dissolved, and on what terms. NEITHER PARTY SHALL SEEK FROM ANY COURT ANY EMERGENCY INJUNCTIVE RELIEF OR TEMPORARY RESTRAINING ORDER THAT WOULD CONTINUE TEN (10) DAYS BEYOND THE APPOINTMENT OF THE ARBITRATOR OR ARBITRATORS.

16.3. Written Notice and Negotiation. Neither party may, except as to the items in subsection 16.2., commence any arbitration or court case without first providing written notice and an opportunity to negotiate with the other party.

16.3.1. The written notice required by this subsection shall specify the alleged claim or controversy, summarizing the factual basis for the claim or controversy and the contractual provisions at issue.

16.3.2. Within thirty (30) days of such written notice, the parties shall meet in person or by telephone and in good faith attempt to settle the alleged claim or controversy. IF THE PARTY RECEIVING THE NOTICE REFUSES TO MEET, THIS PERIOD WILL BE DEEMED TO HAVE EXPIRED UPON THE SOONER OF THIRTY (30) DAYS OR THE DATE OF SUCH REFUSAL.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0042

16.3.3. Any applicable time periods or statutes of limitation shall be tolled during the negotiation period required by this subsection.

16.3.4. In the event a party has to go into court to enforce this Section, such party shall be entitled to receive from the other party fees incurred for such enforcement.

16.4. Additional Notice Concerning Disputed Commissions. In addition to the requirements of subsection 16.3, Authorized Agent shall not assert any claim or controversy with respect to the amount, timing, or any other issue arising out of or relating to any commission, fee, or amount paid or allegedly not paid by Verizon Wireless pursuant to this Agreement unless Authorized Agent shall have provided to Verizon Wireless, within forty-five (45) business days of the payment or first alleged due date of such commission, fee, or amount, written notice that Authorized Agent in good faith believes such commission, fee, or amount, or failure to pay such commission, fee, or amount, to be incorrect.

16.4.1. Authorized Agent must include with such notice a detailed statement of the reason why the Authorized Agent believes there is an error, and must provide therewith all supporting documentation, including, but not limited to, any relevant Service Forms, inventory reports, canceled checks, installment sales contracts, or similar materials.

16.4.2. Any objections not raised by Authorized Agent within the time period and in the manner required under this subsection shall be deemed forever waived by Authorized Agent.

16.5. Time for Commencement of Arbitration. Neither party may commence any arbitration:

16.5.1. Before satisfying the requirements of written notice and an opportunity to negotiate; or

16.5.2. Before satisfying the requirements of written notice with respect to any commission matter, if applicable; or

16.5.3. After expiration of the applicable statute of limitations, or two (2) years from the date the claim to be arbitrated accrued, whichever is less.

16.6. Place of Arbitration. ANY ARBITRATION BETWEEN THE PARTIES SHALL BE HELD, AT VERIZON WIRELESS' DISCRETION, EITHER IN NEW YORK CITY OR IN THE CITY OF THE PRINCIPAL OFFICE OF THE VERIZON WIRELESS REGION WHERE THE CONTROVERSY OR CLAIM AROSE.

16.7. Number and Selection of Arbitrators. ANY ARBITRATION BETWEEN THE PARTIES SHALL BE HEARD ON AN EXPEDITED BASIS BY THREE (3) INDEPENDENT

ARBITRATORS, EXCEPT THAT ANY ARBITRATION BETWEEN THE PARTIES INVOLVING LESS THAN $50,000 IN THE AGGREGATE, AND NOT INVOLVING DECLARATORY OR INJUNCTIVE RELIEF, SHALL BE HEARD BY A SINGLE ARBITRATOR. SUCH ARBITRATOR OR ARBITRATORS SHALL BE FAMILIAR WITH THE WIRELESS TELECOMMUNICATIONS INDUSTRY.

16.7.1. In a three arbitrator matter, the arbitrators shall be selected as follows:

16.7.1.1. Immediately upon initiation of arbitration, the AAA shall provide the parties with a complete list of all arbitrators on the AAA's Telecommunications Panel, and a selection of at least five (5) arbitrators from the AAA's Commercial Panel and five (5) arbitrators from the AAA's Large/Complex Case Panel.

16.7.1.2. Each party shall select one (1) arbitrator either from the AAA lists or independently within fourteen (14) days of the initiation of arbitration.

16.7.1.3. Within fourteen (14) days of the selection of the later of the two (2) arbitrators selected by the parties, those arbitrators shall select a third arbitrator, either from lists to be provided by the AAA, or independently, as they choose. If the arbitrators selected by the parties cannot agree on a third arbitrator, the AAA shall appoint a third arbitrator from the AAA's Telecommunications Panel, Commercial Panel, or Large/Complex Case Panel. Any third arbitrator's fees shall be paid directly by the parties in equal shares.

16.7.2. The arbitrator in a single arbitrator matter shall be selected as follows:

16.7.2.1. Immediately upon initiation of arbitration, the AAA shall provide the parties with a selection of five (5) arbitrators from the AAA's Telecommunications Panel, and a selection of five (5) arbitrators from the AAA's Commercial Panel.

16.7.2.2. Within fourteen (14) days of initiation of the arbitration, the parties shall either have mutually agreed upon an arbitrator, whether from the AAA's list or otherwise, or shall provide to the AAA at least three (3) names from the Telecommunications Panel list provided by the AAA, and at least three names from the Commercial Panel list provided by the AAA. Each party shall rank from one (1) to six (6) (or higher, if a party leaves more than six (6) total names on the lists) the names received from the AAA and submit

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW.0044

the names and ranking to the AAA. The arbitrator common to both parties' list with the lowest combined number when the rankings of each party are added together shall be appointed as the arbitrator. The arbitrator's fees shall be paid in equal shares by the parties directly to such arbitrator.

16.7.3. The AAA shall, upon being notified of the selection of an arbitrator, immediately provide such arbitrator with all documents served on or filed with it in the arbitration.

16.8. Arbitration Procedures. The following procedures shall supplement or modify the procedures in the WIA Rules.

16.8.1. Upon selection of the arbitrator or arbitrators, the parties and the arbitrator or arbitrators may mutually agree to self-administration in whole or in part of the arbitration, including direct payment of any arbitrator or arbitrators.

16.8.2. No Fast Track Arbitration as defined in the WIA Rules shall be employed in any arbitration between the parties, unless the parties mutually agree, in which case, the Fast Track rules shall govern selection of the arbitrator.

16.8.3. NO ARBITRATION BETWEEN THE PARTIES MAY PROCEED ON A CLASS BASIS, OR BE CONSOLIDATED WITH ANY OTHER ARBITRATION, WITHOUT THE WRITTEN CONSENT OF ALL PARTIES.

16.8.4. ANY ARBITRATION AWARD MAY BE REVIEWED PURSUANT TO RULE 1-6 OF THE WIA RULES.

16.8.5. NO ARBITRATION AWARD MAY REFORM OR AMEND THIS AGREEMENT.

16.8.6. ANY ARBITRATION AWARD MUST INCLUDE A STATEMENT BY THE ARBITRATOR OR ARBITRATORS OF THE REASONS FOR THE AWARD.

16.8.7. The parties may submit petitions to the neutral arbitrator for summary disposition of one or more of the issues to be arbitrated in a manner consistent with Rule 56 of the Federal Rules of Civil Procedure, and the neutral arbitrator shall rule in a manner consistent with Rule 56 on the petitions before proceeding with any hearings. Any petitions filed pursuant to this subsection shall be submitted to the neutral arbitrator no later than sixty (60) days prior to the date of the hearing.

16.8.8. NO ARBITRATION AWARD MAY INCLUDE ANY AWARD OF ATTORNEY'S FEES (EXCEPT AS MAY BE REQUIRED BY ANY STATUTE PREEMPTING THE FEDERAL ARBITRATION ACT TO SUCH EXTENT), PUNITIVE DAMAGES, EXEMPLARY DAMAGES, OR TREBLE OR OTHER MULTIPLE DAMAGES.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0045

16.9. Severance. If any court case is commenced involving the parties, and any controversy or claim exists or arises between the parties in such case that would be subject to arbitration pursuant to this Agreement, the controversy or claim shall be severed for resolution by arbitration pursuant to the provisions of this Agreement. If any third party not subject to the provisions of this Agreement is a necessary party to any such controversy or claim between the parties, and that third party refuses to consent to arbitration pursuant to this Agreement, all issues that can be resolved without such third party shall remain subject to this Agreement and shall be severed and resolved by arbitration before any other issues between the parties are resolved.

16.10. Confidentiality. The parties shall comply with the following confidentially provisions with respect to dispute resolution and arbitration:

16.10.1. No admission or statement made by either party in the course of a good faith negotiation pursuant to this Section 16 may be used in any fashion in any arbitration or court case. All such admissions or statements shall be deemed confidential and made pursuant to a settlement privilege. The making of any such admission or statement shall not, however, preclude the admission in any arbitration or court case of any evidence that would otherwise be admissible.

16.10.2. No admission, statement, or document made or disclosed by either party in the course of arbitration may be disclosed to any third party except as required by law or to compel arbitration, compel compliance with this Agreement, or to confirm any arbitration award. This shall not preclude disclosure to the arbitrators or the AAA, to the Affiliates and successors of a party, or to the officers, directors, employees, shareholders, or agents and professional advisors of any of them, to the extent such entities and persons agree to be bound by these provisions.

17. WAIVER OF TRIAL BY JURY. IN THE EVENT THAT THE DISPUTE RESOLUTION AND ARBITRATION CLAUSE IS DEEMED TO BE NOT ENFORCEABLE, WITH RESPECT TO ANY JUDICIAL ACTION THAT MAY ARISE UNDER OR WITH RESPECT TO THIS AGREEMENT, OR ANY RELATIONSHIP OR DEALINGS BETWEEN THE PARTIES THAT ARISE OUT OF OR BY VIRTUE OF THIS AGREEMENT, EACH PARTY AGREES TO WAIVE TRIAL BY JURY. AGENT CONSENTS TO THE BRINGING OF ANY SUCH ACTION UNDER THIS AGREEMENT TO NEW YORK OR IN THE CITY OF THE PRINCIPAL OFFICE OF THE VERIZON WIRELESS

REGION WHERE THE CONTROVERSY OR CLAIM AROSE, SUCH VENUE TO BE CHOSEN BY VERIZON WIRELESS.

18. NOTICE. Except as otherwise provided in this Agreement, all notices required or permitted to be given hereunder shall be in writing and shall be valid and sufficient if dispatched by: a) registered or certified mail, postage prepaid in any post office in the United States; b) hand delivery; c) overnight courier prepaid; or d) via facsimile transmission upon confirmation of receipt. If to Authorized Agent, Verizon Wireless shall address all written notices required under the terms of this Agreement to the individual whose signature appears on this Agreement at the principal place of business set forth in the preamble of this Agreement. If to Verizon Wireless, Authorized Agent shall send all notices required under the terms of this Agreement to:

Verizon Wireless
701 Brookfield Parkway
Greenville, SC 29607
Attention: Patricia Cook, Consultant, Indirect Sales Operations

With a copy to:

Verizon Wireless
One Verizon Place
Alpharetta, Georgia 30004
Attention: Director, Indirect Sales

Verizon Wireless
One Verizon Place GA1B3VGC
Alpharetta, Georgia 30004
Attention: General Counsel, South Area

19. ENTIRE AGREEMENT. This Agreement, including its exhibits, schedules and addenda, which are incorporated herein by this reference, constitutes the understanding between the parties pertaining to the subject matter hereof and supersedes any and all prior agreements and understandings. There are no other oral or written understandings or agreements between Verizon Wireless and Authorized Agent relating to the subject matter hereof.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0047

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement in counterparts on the day and year written below.

Cellco Partnership
d/b/a Verizon Wireless

By: _____

Name: Jerald M. Fountain

Title: Regional President

Date: 7/10/08

P Communications, Inc.
d/b/a Wireless Communications

By: _____

Name: Corby S. Phillips

Title: President

Date: 6-27-08

Corby S. Phillips, Individually as Principal

Name: _____

Date: 6-27-08

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW.0048

EXHIBIT B

REGIONAL AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
CAROLINA'S / TENNESSEE REGION
P Communications, Inc. d/b/a Wireless Communications

Authorized Agent is responsible for properly representing Verizon Wireless' service pricing options to potential Subscribers. Subject to the terms set forth herein and subject to change pursuant to the provisions of Section 5 of this Agreement, the following program for payment of Compensation to Authorized Agent applies:

I. POSTPAID SERVICES

A. POSTPAID RATE PLAN COMMISSION
Authorized Agent is eligible to receive Compensation for each postpaid Subscriber Activation according to the following Schedule. Compensation will be based on the then current month's performance.

DIGITAL RATE PLANS

	Single Line			Family SharePlan® Lines (primary and secondary lines)			1 Year	2 Year	Nationwide Email or Email w/Messaging Voice/Data Plans			1 Year	2 Year
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$175	$200	$54.99	-	$74.98	$380	$405
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$230	$255	$74.99	-	$94.98	$395	$420
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$250	$275	$94.99	-	$104.98	$425	$450
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$270	$295	$104.99	-	$124.98	$450	$475
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$285	$310	$124.99	-	$174.98	$475	$500
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$300	$325	174.99	&	Above	$500	$525
Tier 7	$134.99	&	Above	$134.99	&	Above	$325	$350					

Digital price plans are only available with digital service and a CDMA digital phone that has been programmed with Verizon Wireless' then current software including preferred roaming list, or Compensation will be charged back. All plans must be activated on digital phones.

The primary line of a Family SharePlan® is paid at the appropriate Tier level of the Family SharePlan Line schedule, not in accordance with the Single Line Tier schedule, and, all secondary lines are paid at the Tier 1 level of the Family SharePlan Line schedule.

Verizon Wireless reserves the right to add or delete price plans or programs at its sole discretion.

B. ENHANCED SERVICES
Verizon Wireless will pay Authorized Agent for each new Subscriber enrolled onto an enhanced service ("Enhanced Service") by Authorized Agent according to the following schedule if Subscriber pays an additional fee for such Enhanced Services, regardless of whether the Enhanced Services are activated at the time of the Subscriber's activation or at some time post-activation. Enhanced Services include, but are not limited to, Unlimited Nights and Weekends, Free Long Distance (when added on to a rate plan for a monthly fee), Mobile to Mobile, voice mail, enhanced voice mail, and any additional Enhanced Services that Verizon Wireless may offer from

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

time to time. Authorized Agent will not receive the commission if the Enhanced Service is bundled into a price plan. Authorized Agent understands that Verizon Wireless is not an insurance agent licensed to sell handset insurance offered to Subscribers, but that Verizon Wireless merely bills for the insurance as a convenience to Subscribers; therefore Authorized Agent is not entitled to Commissions for such Enhanced Service. There is a one hundred eighty (180) day period during which the amount owed to Authorized Agent for Enhanced Service Activations will be reduced should a Subscriber disconnect the Enhanced Service for any reason. If a Subscriber is disconnected from Verizon Wireless' Enhanced Service for any reason within one hundred eighty (180) days after the Subscriber's activation date, amounts owed Authorized Agent by Verizon Wireless will be reduced by the amount of the Enhanced Service commissions already paid by Verizon Wireless to Authorized Agent for that Subscriber. In the event that Enhanced Services are provided by means of a special promotion, for which a reduced rate is given or no charge is made to the Subscriber for some limited promotional period, the following applies: (I) for promotions or specials with a duration of not more than ninety (90) days, Verizon Wireless will compensate Authorized Agent the same as if Subscriber was paying for the Enhanced Services; likewise, the same chargeback period and provisions shall apply; (II) for promotions or specials with a duration of greater than ninety (90) days, Verizon Wireless shall compensate Authorized Agent according to its sole discretion.

Monthly Price for Enhanced Service	Commission
$0.01 - $4.98	$5.00
$4.99 - $9.98	$10.00
$9.99 - $14.98	$20.00
$14.99 - $19.98	$30.00
$19.99 +	$40.00
PDA Enhanced Service Feature*	$150.00

*For purposes of determining PDA Enhanced Service Feature eligibility, this includes Blackberry Enhanced Services, Choice Bundle Data Enhanced Service Features $20 and greater and Data Enhanced Service Features, added to a subscriber's monthly voice/data plan, which provide access to the Verizon Wireless Broadband Access and/or National Access network for the purpose of data transmission and receipt only, $24.99 and greater.

C. VOLUME BONUS

Authorized Agent may receive a volume bonus ("Volume Bonus") based upon the number of Net additional postpaid Activations ("Net Adds") within a month. The Volume Bonus shall be paid monthly, based on the following schedule of Monthly Net Activation Volume Tiers. Authorized Agent will be paid using the number applicable to the Monthly Net Activation Volume tier achieved at month-end for all the activations during the preceding month, but shall receive compensation in only one tier each month. For example, if Authorized Agent ends the month with Net Adds of 275, Authorized Agent will receive, as a volume bonus, $4,125.00, or 275 times $15.00. In this example, the $15.00 is applied to all 275 Adds..

Monthly Net Activation Volume Tiers	Volume Bonus
0-74	$0
75-150	$10.00
151-300	$15.00
301-500	$20.00
501-800	$25.00
801-1000	$30.00
1001+	$35.00

D. COOPERATIVE ADVERTISING PROGRAM ("CO-OP")

Verizon Wireless will pay Authorized Agent $25.00 per postpaid Net Activation on all postpaid rate plans. The number of Net Adds is determined by subtracting the then-current month's disconnects and chargebacks from the same month's Gross additional Activations. Disconnects are Activations that have been de-activated within one hundred eighty (180) days of Activation. Such funds are to be used exclusively for the promotion of Verizon Wireless' CMRS. Verizon Wireless reserves the right to monitor use of such funds and change the amount of Co-op funds available to Authorized Agent at Verizon Wireless's sole discretion. In the event Verizon Wireless provided Authorized Agent with retail displays, such displays shall remain the property of Verizon Wireless. In the event that this Agreement is terminated, the displays must be returned to Verizon Wireless upon notice of termination.

E. CHARGEBACKS

If a Subscriber deactivates Verizon Wireless' CMRS within one hundred eighty (180) days after activation on Verizon Wireless' CMRS, or if Authorized Agent fails to submit required paperwork to Verizon Wireless within the time period set forth in the Agreement, Verizon Wireless will charge back the full amount of the Compensation to Authorized Agent for each such Subscriber.

Subscribers previously enrolled on Verizon Wireless' CMRS within the one hundred eighty (180) day period immediately preceding activation shall not be counted as a New Subscriber hereunder. Subscribers not accepted by Verizon Wireless pursuant to Section 5 of this Agreement shall not be deemed as New Subscribers.

Commissions paid for upgrades, stolen phone replacements or renewals shall also be charged back if the Subscriber terminates service within one hundred eighty (180) consecutive days of the upgrade, replacement or renewal.

F. MINIMUM ACTIVATION LEVEL

Authorized Agent must maintain on a monthly basis a Minimum Activation Level of twenty-five (25) Net postpay Subscriber activations per Authorized Location as further described in Section 3.1.1 of the Agreement.

II. PREPAY SERVICES

Prepay Services may be offered by Authorized Agent pursuant to the terms of the Prepay Addendum executed of even date hereof.

III. EQUIPMENT

A. EQUIPMENT

All new Activations shall be made on Authenticatable Equipment with random A-key, supportable by the Verizon Wireless network. Authorized Agent shall not receive Compensation for new Subscribers who activate on non-Authenticatable Equipment or Equipment that does not meet the requirements of a price plan.

B. UPGRADED EQUIPMENT

Verizon Wireless shall pay Authorized Agent Compensation for each upgrading of authenticatable digital equipment, which must be a Verizon Wireless approved CDMA tri-mode or all-digital phone, to a Subscriber when such Subscriber purchases new authenticatable digital equipment. For purposes of this Section III, the term "Customer Agreement" shall mean the contract between Verizon Wireless and a Subscriber.

	Single Line			Family Share Plan Lines (primary and secondary lines)			1 Year	2 Year	Nationwide Email or Email w/Messaging Voice/Data Plans			1 Year	2 Year
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$110	$170	$54.99	-	$74.98	$210	$325
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$110	$175	$74.99	-	$94.98	$210	$325
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$110	$175	$94.99	-	$104.98	$210	$325
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$110	$175	$104.99	-	$124.98	$210	$350
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$110	$200	$124.99	-	$174.98	$210	$365
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$110	$215	174.99	&	Above	$210	$365
Tier 7	$134.99	&	Above	$134.99	&	Above	$110	$215					

Subscriber must meet the following criteria:

- Subscriber must be on Verizon Wireless service for the minimum period required by the applicable current upgrade policy.
- Subscriber's account must be in good standing (no more than thirty (30) days past due).
- After the initial upgrade, Subscriber may upgrade only once during the period prescribed in the then applicable current upgrade policy. Each upgrade requires Subscriber to sign Verizon Wireless' current Customer Agreement and extend the term commitment as required for the applicable price plan.
- Subscriber participating in the upgrade program can take advantage of the current promotion available at the time of the upgrade. However, Subscribers may not extend promotions that are not available at the time of the upgrade.

In addition to the upgrade commission described above, Authorized Agent may be eligible to receive a NE2 Commission as set forth in the NE2 Chart below, and subject to change upon notice, for each existing Subscriber who is eligible for a NE2 redemption as indicated in the System and for whom Authorized Agent performs an Upgrade, subject to the eligibility requirements in this Section III B, and further subject to the following requirements: (i) The new Verizon Wireless Customer Agreement (or the extension of the existing Customer Agreement) must be for a period of two years; (ii) The Authorized Agent must disclose to the customer its regular 2-year equipment upgrade price; (iii) Authorized Agent shall immediately apply a credit of no less than the amount that is indicated in the System as applicable to the specific Subscriber (the "NE2 Credit") to reduce the price charged by Authorized Agent for the selected unit of Equipment; and (iv) Authorized Agent shall obtain the Subscriber's acknowledgement of receipt of the NE2 Credit. All commissions paid under this Section III B are subject to all offsets and Chargebacks as set out in this Agreement, including without limitation in this Exhibit B.

	Calling Plan Access/Month/Number	NE2 Commission On 2-year Customer Agr.
1	$9.99 - $34.98	$0
2	$34.99 - $44.98	$50
3	$44.99 - $54.98	$50
4	$54.99 - $74.98	$50
5	$74.99 - $94.98	$50
6	$94.99 - $134.98	$50
7	$134.99 & Above	$50

EXHIBIT B - Schedule 1
AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
P Communications, Inc.
Carolinas Tennessee Region

Chart 1 - Activations of Postpay Service – 1 and 2 Yr. Agreements

	Single Line			Family SharePlan Lines (primary and secondary lines)			1-Year	2-Year
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$175	$200
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$230	$255
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$250	$275
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$270	$295
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$285	$310
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$300	$325
Tier 7	$134.99	&	Above	$134.99	&	Above	$325	$350

Chart 2A - Activations of Postpay Service - Month to Month Agreements

	Single Line			Family Share Plan Lines (primary and secondary lines)			Month to Month
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$55
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$80
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$90
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$105
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$115
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$125
Tier 7	$134.99	&	Above	$134.99	&	Above	$135

Chart 2B - Other Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does pay on AMF
4	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

Chart 3 - New Activation or Upgrade of Eligible PDA and Optional Services

Monthly Price for Optional Service	Commission
$0.01 - $4.98	$5.00
$4.99 - $9.98	$10.00
$9.99 - $14.98	$20.00
$14.99 - $19.98	$30.00
$19.99+	$40.00
PDA Tier (1 & 2 Year Contracts)	$30.00
New Activation or Upgrade of Eligible PDA Device*	$120.00

*Eligible PDA devices posted on the Store Owner Role Tab in InfoCenter

Chart 4 - Upgrades

	Single Line			Family SharePlan Lines (primary and secondary lines)			1-Year	2-Year
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$110	$170
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$110	$180
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$110	$185
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$110	$205
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$110	$230
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$110	$255
Tier 7	$134.99	&	Above	$134.99	&	Above	$110	$275

Chart 5 – New Every Two® Upgrades

	Calling Plan Access/Month/ Number	Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$50	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$50	$30
Tier 5	$79.99 +	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$25

Chart 7 - Activations of Prepay Service and Replenishment

Activation Commission
$40.00/new Activation

Chart 8 - Prepay Service Replenishment

Replenishment Percentage
15%

Chart 9 – Prepay Service Administrative Fee

Administrative Fee
$35.00

Chart 10 - Volume Bonus

Monthly Net Postpay Activation Volume Tiers	Volume Bonus
0-74	$0
75-150	$10.00
151-300	$15.00
301-500	$20.00
501-800	$25.00
801-1000	$30.00
1001+	$35.00

EXHIBIT B

REGIONAL AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT RECEIVING AMF
Carolinas Tennessee Region
P Communications d/b/a Wireless Communications
AGREEMENT NO: CAR-NC007-2008

1. Postpay Services Compensation

(a) Activation Commissions

(i) 1and 2 yr. Customer Agreements

Agent is eligible to receive a commission for each new Activation of a Subscriber of Postpay Services on a current consumer calling plan that Agent is authorized to sell, as set forth in Chart 1 of Schedule 1.

(ii) Month to Month (MTM) Customer Agreements

Agent is eligible to receive a commission for each new Activation of a Subscriber on a MTM Customer Agreement, as set forth in Chart 2A of Schedule 1, for those Verizon Wireless Subscribers who want VZW Postpay service without the commitment of a 1 or 2 year Customer Agreement. Standard chargeback terms apply.

(b) Minimum Activation Level ("MAL")

Agent shall achieve a Minimum Activation Level ("MAL") of an average of at least twenty-five [25] new net Activations of Postpay Service per month per Location within the Area during each full Quarter. Activations of Prepay Service do not count toward attainment of the MAL. If the Effective Date is not the same as the first day of a Quarter, VZW may establish such other reasonable minimum activation level to be in effect until the beginning of the first full Quarter. During the Term, VZW may reasonably establish revised MAL, including, but not limited to, revisions resulting from additions, deletions or other changes to the Locations. Agent understands that the MAL set forth in this Exhibit or as later adjusted are minimum standards of performance and that failure to meet such minimum standards may result in termination as set forth in Section 8.5 of the Agreement.

(c) Optional Service(s) Commissions

A monthly recurring Optional Service, as defined in the Service Forms, purchased by a Subscriber in addition to a calling plan will not result in a tier change for the commission on the underlying Postpay Services calling plan. Instead, commissions for Optional Services will be paid in accordance with Chart 3 of Schedule 1, where separate, additional, and incremental charges above and beyond the applicable Postpay Services calling plan charges are billed to a Subscriber. Agent will not receive a commission if the monthly Access for an Optional Service is packaged with the monthly Access for any Postpay Services calling plan. If a Subscriber selects a total package plan that is comprised of a monthly Access calling plan and an Optional Service, Agent is eligible to receive a commission based on the combined monthly Access calling plan and Access for the Optional Service as it appears in the VZW commission system and on the Subscriber's billing statement. For example, if a Subscriber selects a package that consists of a $34.99 monthly Access calling plan and a $5.00 Optional Service and VZW promotes and markets the package as a $39.99 monthly Access calling plan and the commission system and Subscriber's bill reflects the monthly Access as a $39.99 calling plan, Agent is eligible to receive a commission on the $39.99 monthly Access calling plan.

No commissions will be paid to Agent for sales of Optional Services provided by or billed on behalf of third party providers, including but not limited to Asurion Wireless Phone Protection as defined in the Service Forms.

There is a one hundred eighty (180) day period during which the amount owed to Agent for Optional Services will be reduced should a Subscriber disconnect the Optional Service for any reason. If a Subscriber is disconnected from Verizon Wireless' Optional Service for any reason within one hundred eighty (180) days after the Subscriber's activation date, amounts owed Agent by VZW will be reduced by the amount of the Optional Service Commissions already paid by VZW to Agent for that Subscriber. In the event that Optional Services are provided by means of a special promotion, for which a reduced rate is given or no charge is made to the Subscriber for some limited promotional period, the following applies: (I) for promotions or specials with a duration of not more than ninety (90) days, VZW will compensate Agent the same as if Subscriber was paying for the Optional Services; likewise, the same chargeback period and provisions shall apply; (II) for promotions or specials with a duration of greater than ninety (90) days, VZW shall compensate Agent according to its sole discretion.

(d) Upgrade Commissions

1. Agent may be eligible to receive a commission as set forth in Chart 4 of Schedule 1, for each existing Subscriber for whom Agent performs an Upgrade, subject to the eligibility requirements in this Section (d), regardless of: (i) whether the Subscriber was originally Activated by Agent, or (ii) whether the Subscriber keeps his existing calling plan or changes to a different calling plan. In addition, the following requirements apply:

   (i) not more than two (2) months remain before the scheduled expiration of the Subscriber's existing VZW 1 year customer agreement or not more than four (4) months remain before the scheduled expiration of the Subscriber's existing VZW 2 year customer agreement, or that contract has expired (or has become a month-to-month agreement);

   (ii) Subscriber's account must be in good standing (no more than thirty (30) days past due or otherwise approved by VZW); and

   (iii) the new VZW customer agreement (or the extension of the existing customer agreement) must be for a period that satisfies the requirements of the selected calling plan.

2. In addition to the Upgrade commission described above, Agent may be eligible to receive a New Every Two® ("NE2") commission as set forth in Chart 5 of Schedule 1 for each existing Subscriber who is eligible for a NE2 redemption as indicated in the System and for whom Agent performs an Upgrade, subject to the eligibility requirements in this Section 1(d)(1), and further subject to the following requirements: (i) The new VZW customer agreement (or the extension of the existing customer agreement must be for a period of two (2) years; (ii) Agent must disclose to the Subscriber its regular 2-year Equipment Upgrade price; (iii) Agent shall immediately apply a credit of no less than the amount that is indicated in the System as applicable to the specific Subscriber (the "NE2 Credit") to reduce the price charged by Agent for the selected unit of Equipment, and (iv) Agent shall obtain the Subscriber's acknowledgement of receipt of the NE2 Credit. All commissions paid under this section are subject to all offsets and Chargebacks as set out in the Agreement, including without limitation in this Exhibit B.

(e) Co-Op Funds

Agent may accrue co-op advertising funds in the amount as set forth as set forth in Chart 6 of Schedule 1, for each Net Activation of Postpay Service and excluding Activations of Prepay Service ("Co-Op Funds"). The use of the Co-Op Funds by Agent shall be subject to Exhibit E. In no event shall Agent use the Co-Op Funds to offset Equipment purchases from VZW. VZW reserves the right to monitor and audit the use of Co-Op Funds.

(f) Account Maintenance Fees

1. In consideration of Agent's ongoing and continued service and support to Subscribers as set forth in Section 3.11 of the Agreement and other obligations under this Agreement in the Area during the Term, VZW shall pay Agent an Account Maintenance Fee ("AMF") equal to four percent (4%) of the Access and Usage received by VZW for Subscribers Activated on Postpay Service by Agent during the Term. VZW shall pay the percentage of AMF from the date the Agent Activated the Subscriber, provided the Subscriber remains on VZW Service and Agent remains an agent of VZW, but in no event longer than

three (3) years from the date of Activation. If an existing Subscriber switches to a calling plan that Agent is not authorized to sell, AMF payments for that Subscriber shall cease.

2. In the event Agent does not achieve the MAL set forth in Section 1(b) above in any given Quarter, VZW reserves the right to not pay or Chargeback AMF for the last month of such Quarter.

3. All AMF payments may be adjusted for Subscriber "bad debt" (revenue on which Agent has been paid AMF, but that has not been collected by VZW) and fraudulent usage.

4. VZW shall use reasonable efforts to continue AMF for accounts that have been modified due to (i) a bill name change; (ii) account consolidation; or (iii) where the Subscriber has relocated service to another VZW Market, provided Agent maintains an agent identification code and is authorized to sell VZW Service in such market, and is able to provide the continued service and support obligations set forth in Section 1(f)1 above ("Modified Accounts"). If VZW has discontinued AMF on a Modified Account, Agent may submit to VZW a dispute, subject to, and in accordance with, Section 5.3 of the Agreement, to request payment of such AMF amount. Agent's remedy shall be limited to recovery of any such accrued, but unpaid AMF which may be due to Agent, and such discontinuance of AMF shall not be deemed a VZW breach of the Agreement.

5. In the event that the Agreement expires or is terminated for any reason, AMF payments for all Subscribers shall cease.

6. In the event Agent closes a Location and does not open a new Location within three (3) months, VZW may, in its sole discretion, reduce the base of Subscribers used to calculate Agent's AMF payment by the number of Subscribers Agent Activated at the closed Location.

2. PrePay Service Compensation

(a) Activation Commission
Agent is eligible to receive a commission, as set forth in Chart 7 of Schedule 1, for each Activation by Agent of Equipment on the Prepay Services at a Location.

(b) Verizon Wireless Prepaid Replenishments
If Agent purchases PINs from VZW, VZW will distribute the PINs to one location as designated by Agent. Agent shall then be responsible for the distribution of the PINs to its specific Locations. Agent may also purchase PINs from any VZW approved third party distributor of PINs at whatever PIN margin Agent negotiates with such third party.

(c) PrePay Service Replenishments
Agent will retain a percentage of the monetary value of funds added to existing Prepay Service accounts through Datascape or equivalent approved electronic means as set forth in Chart 8 of Schedule 1.

(d) Administrative Fee
Agent may charge new Subscribers an administrative or account set-up fee as set forth in Chart 9 of Schedule 1 which Agent will retain if and when a Subscriber's Equipment is Activated under the currently available Prepay Service Verizon Wireless calling plans.

However, the account setup fee shall not be charged to a Subscriber in connection with a replenishment done within the time period allowed by the Prepay Service calling plan.

3. Chargebacks And Other Deductions

In addition to being subject to the provisions of Section 5 of the Agreement, all Compensation may be subject to one or more of the following:

REV June 2009
VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION
Confidential
VZW 0059

(a) Postpay Services

1. In the event a Subscriber disconnects the Postpay Service for any reason prior to completing a full one hundred eighty (180) days of service, VZW is not obligated to pay Compensation to Agent for that Subscriber or, if Compensation has already been paid, VZW will chargeback to Agent, or set-off and deduct from any unpaid Compensation or other amounts owed to Agent, all Compensation paid to Agent for that Subscriber ("Chargeback").

   In addition, without limitation, VZW reserves the right not to pay Compensation, or to Chargeback Compensation if already paid, for the Activation of a Number where any of the following occurs:

   (i) the Subscriber was a VZW Subscriber within one hundred eighty (180) days prior to the Activation;

   (ii) the Number activated has an area code and/or prefix associated with locations outside of the Area ("Out of Area Activation" or "OAA"), unless Subscriber is physically present at the Agent Location in the Area at the time of the OAA or, for a Business Subscriber, the OAA occurs at the Business Subscriber's office located in the Area, and the following conditions are met:(A) Agent shall not advertise, promote, market or otherwise solicit for business, in any medium, such as but not limited to, direct mail, TV, print, radio, or the Internet, the Agent's ability to perform OAAs; (B) Agent shall receive Compensation for such OAAs in accordance with its current Exhibit B; and (C) VZW' approval of OAAs in this subsection 3(a)(1)(ii), and the associated functionality in the System to process the OAAs, may be withdrawn at any time in VZW' sole discretion.

   (iii) an existing Subscriber switches Numbers with no net Number gain (examples include, but are not limited to, (a) a Subscriber canceling one Number and activating another within one hundred eighty (180) days, or (b) an existing Subscriber canceling a Number with VZW and a person with the same billing address activating a Number within one hundred eighty (180) days);

   (iv) the Activation results from the assignment of an existing Number to another responsible party;

   (v) the Equipment is not of the type required by the calling plan activated for a Subscriber;

   (vi) the Subscriber's account is not in good standing, for example but not limited to, nonpayment, fraud and/or account suspension;

   (vii) Agent either intentionally or unintentionally receives or attempts to receive payments for any Subscriber more than once;

   (viii) Agent induces or encourages a Subscriber to change the designation of the primary line in a multi-line account.

2. Commissions for Optional Services are subject to Chargeback if the Optional Service is terminated within one hundred eighty (180) days of when it was added to a Subscriber's calling plan.

3. Commissions for Upgrades are subject to Chargeback if the Subscriber terminates VZW Service within one hundred eighty (180) days of the Upgrade.

4. Notwithstanding the foregoing, if a Subscriber's VZW Service is disconnected, resulting in a Chargeback, but then reconnected within one hundred eighty (180) days after the deactivation, VZW will use reasonable efforts to re-compensate Agent for such account. If Agent notifies VZW subject to and in accordance with Section 5.3 of the Agreement, that VZW has failed to re-compensate Agent in such circumstances and furnishes documentation of its efforts thereof that is reasonably satisfactory to VZW, VZW shall re-compensate Agent for such account. VZW shall have no obligation to re-compensate Agent on accounts where VZW Service is disconnected and then reconnected more than one hundred eighty (180) days after the deactivation date or VZW, in its sole discretion, determines the Subscriber reactivated as a result of VZW' efforts.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0080

5. If VZW identifies "False Churn" by the Agent, VZW will retain or Chargeback the commission paid Agent for such Subscriber Activation. Without waiving any other rights it may have for a material breach of this Agreement, VZW reserves the right to further charge Agent a one hundred ($100) dollar corrective administrative service fee to cover VZW' costs for correcting this False Churn. "False Churn" means the Agent induced or encouraged a Subscriber to disconnect an existing Number that is on VZW Service, to activate a new Number on VZW Service.

(b) Prepay Services

In the event a Subscriber disconnects any Prepay Service for any reason prior to completing a full one hundred eighty (180) days of service, VZW is not obligated to pay Compensation to Agent for that Subscriber or, if Compensation has already been paid, will Chargeback to Agent all Compensation paid to Agent for that Subscriber.

In addition, without limitation, VZW will not pay Compensation for Prepay Service Activations or will Chargeback Compensation already paid under the following circumstances:

(i) There is less than ten (10) minutes of usage on the line within the first one hundred eighty (180) days of activation. Usage shall be determined by VZW, in its sole discretion; and/or

(ii) The Subscriber activation is not associated with a Card within the first thirty (30) days of activation; and/or

(iii) The ESN was previously active on VZW' Prepay Service within the one hundred eighty (180) days prior to the activation; (I) except in the event an attempted activation was not completed for an ESN due to a malfunction on the part of VZW or its subcontractor; or (ii) in the event the phone was activated, not associated with a Card within thirty (30) days, and Agent either did not receive commission for such activation, or did receive commission and was charged back for such commission, and Agent can provide confirming documentation.

(iv) Agent Activates a Postpay Subscriber using a Prepay Service-specific SKU or SKUs associated with a PIB.

(c) Other Deductions

All Compensation is subject to all provisions of the Agreement that provide for deduction of Compensation including, without limitation, deductions assessed where Agent has failed to use the System.

4. Volume Bonus

Agent is eligible to receive a volume bonus paid monthly in accordance with Chart 10 of Schedule 1 ("Volume Bonus").

Volume Bonus is calculated and paid out only on Net Activations of Postpay Service and excludes Activations of Prepay Service.

5. Miscellaneous

(a) Prior Solicitation

VZW shall not be liable to Agent for any Compensation, if any order for VZW Service is obtained from a Subscriber by VZW or by any other VZW Agent or other distribution channel despite Agent's prior solicitation of the Subscriber placing the order.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

(b) Security Deposits

If a Subscriber is required to pay a security deposit for the Postpay Service, the Subscriber shall make such payment (by cash, check, or credit card processed through Agent) directly to Agent and the amount of the security deposit shall be appropriately documented and recorded by Agent and it shall be deducted from Compensation due Agent. Agent assumes all risk of loss and bad debt associated with the collection of the security deposits, excluding credit card transactions Agent processes through VZW. If Agent processes the credit card payment through VZW, the Agent's Compensation shall not be affected.

(c) Termination of the Agreement/Expiration of the Term

Immediately upon expiration or termination of the Agreement by VZW due to Agent's breach, Agent shall forfeit any and all rights to Compensation, including, but not limited to, Co-Op Funds, AMF, and other elements of Compensation. VZW' right to Chargeback shall survive the expiration or termination of the Agreement.

(d) Payment Terms/Reporting

All Compensation payments that accrue pursuant to this Exhibit B during any calendar month shall be due and payable to Agent from VZW within thirty (30) days following the end of such calendar month in which Agent performs such Activation or Upgrade, based on the information sourced from the VZW billing system(s), which information may differ from that reflected in Agent's point of sale records of the Activation or Upgrade. All such payments shall be paid via electronic funds transfer or check, to a bank account specified by Agent in writing. VZW will provide Agent with access to a VZW Agent commission web site ("eStatements"), updated monthly, that provides Agent with specific information with respect to Activations by Agent and for Agent to use for the management of Compensation disputes.

(e) Erroneous Payments

If for any reason, including error, Compensation is paid (or, in the case of Co-Op Funds, funds are contributed) by VZW, that VZW was not obligated to pay or to contribute under the Agreement, VZW shall have the right to Chargeback from any unpaid Compensation or other amounts then or in the future owed to Agent, the full amount of the Compensation that VZW was not obligated to pay, or, in the case of Co-Op Funds, to reduce the then current remaining balance of the Co-Op Funds by the full amount of the Co-Op Funds that VZW was not obligated to contribute.

Following any expiration or termination of the Agreement and the payment of all Compensation required to be paid hereunder, if VZW has not been able to Chargeback any such amounts that VZW was not obligated to pay or contribute, or any Chargebacks that VZW was entitled to take pursuant to this Section 5(e), then Agent shall pay such amounts, or the amount of such Chargebacks, to VZW promptly following Agent's receipt of written notice thereof.

(f) Equipment Standards

Agent shall not receive any Compensation for Subscribers It Activates on Equipment that does not meet the requirements set forth in Exhibit D.

(g) Spiffs

From time to time, VZW, in its sole discretion, may make available to Agent a Spiff relating to the sale and Activation of the VZW Services. VZW shall provide written notice to Agent of the amount, criteria and start/end dates of such Spiff.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0062

EXHIBIT B – Schedule 1
REGIONAL AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT RECEIVING AMF

Chart 1 - Activations of Postpay Service – 1 and 2 Yr. Agreements

	Single Line			Family SharePlan Lines (primary and secondary lines)			1 Year	2 Year
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$145	$160
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$205	$220
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$225	$240
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$240	$255
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$255	$270
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$270	$285
Tier 7	$134.99	&	Above	$134.99	&	Above	$295	$310

The primary line of a Family SharePlan® is paid at the appropriate Tier level of the Family SharePlan Line schedule, not in accordance with the Single Line Tier schedule, and, all secondary lines are paid at the Tier 1 level of the Family SharePlan Line schedule.

Chart 2A - Activations of Postpay Service - Month to Month Agreements

	Single Line			Family Share Plan Lines (primary and secondary lines)			Month to Month
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$25
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$55
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$65
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$75
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$85
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$95
Tier 7	$134.99	&	Above	$134.99	&	Above	$105

The primary line of a Family SharePlan® is paid at the appropriate Tier level of the Family SharePlan Line schedule, not in accordance with the Single Line Tier schedule, and, all secondary lines are paid at the Tier 1 level of the Family SharePlan Line schedule.

Chart 2B - Other Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does pay on AMF
4	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Chart 3 - New Activation or Upgrade of Eligible PDA and Optional Services

Monthly Price for Optional Service	Commission
$0.01 - $4.98	$5.00
$4.99 - $9.98	$10.00
$9.99 - $14.98	$20.00
$14.99 - $19.98	$30.00
$19.99 +	$40.00
PDA Tier (1 & 2 Year Contracts)	$30.00
New Activation or Upgrade of Eligible PDA Device*	$120.00

*Eligible PDA devices posted in the Store Owner Role Tab in InfoCenter

Chart 4 – Upgrades

	Single Line			Family Share Plan Lines (primary and secondary lines)			1 Year	2 Year
Tier 1	$9.99	-	$34.98	$9.99	-	$34.98	$110	$170
Tier 2	$34.99	-	$44.98	$34.99	-	$44.98	$110	$180
Tier 3	$44.99	-	$54.98	$44.99	-	$64.98	$110	$185
Tier 4	$54.99	-	$74.98	$64.99	-	$84.98	$110	$205
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$110	$230
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$110	$255
Tier 7	$134.99	&	Above	$134.99	&	Above	$110	$275

Chart 5 – New Every Two® Upgrades

	Calling Plan Access/Month/Number	Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$50	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$50	$30
Tier 5	$79.99 +	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$25

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Chart 7 - Activations of Prepay Service and Replenishment

Activation Commission
$40.00/new Activation

Chart 8 - Prepay Service Replenishment

Replenishment Percentage
15%

Chart 9 – Prepay Service Administrative Fee

Administrative Fee
$35.00

Chart 10 - Volume Bonus

Monthly Net Postpay Activation Volume Tiers	Volume Bonus
1-74	$0
75-150	$10.00
151-300	$15.00
301-500	$20.00
501-800	$25.00
801-1000	$30.00
1001+	$35.00

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

EXHIBIT B - Schedule 1
AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
P Communications dba Wireless Communications
CAROLINAS TENNESSEE REGION

Chart 1 - Postpay Service LLP Activation Commission*

		2-Year	Month to Month
Tier 1	$9.99-$20.98	$190	$50
Tier 2	$20.99-$50.98	$225	$80
Tier 3	$50.99-$69.98	$270	$100
Tier 4	$69.99-$89.98	$280	$105
Tier 5	$89.99-$99.98	$300	$110
Tier 6	$99.99+	$330	$120

* Not applicable for Activations on an ALP
** Tablet, Mi Fi and data card devices are paid according to the above chart
*** 1 year Agreements, when eligible, are paid under MTM compensation

Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

Chart 1A1 - Postpay Service ALP Activation Commission[1]

Transaction Type/ VZW Number	2-Year	Month to Month
Activation	$175	$20

[1] Not applicable for Activations on or to a LLP

Chart 1A2 - Postpay Service ALP Voice Plan Access Commission[1]

Transaction Type/ VZW Number			2-Year
Activation	Limited Voice Plans	$0.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$60

[1] Not applicable for Activations on or to a LLP

Chart 2 – Intentionally Left Blank

Chart 3 – Optional Features and New Activation or Upgrade of Eligible Smartphone Devices

Monthly Price for Optional Features		Commission
Tier 1	$.99 - $4.98	$3
Tier 2	$4.99 - $9.98	$10
Tier 3	$9.99 - $19.98	$15
Tier 4	$19.99+	$20
Data Package: Smartphone (2 yr. agreements) $30.00 & above*		$30
New Activation or Upgrade of Eligible Smartphone		$185

* *Eligible Smartphone devices are posted in the Store Owner Role Tab in InfoCenter*

Initials:

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS WRITTEN PERMISSION

Chart 4 – Postpay Service LLP Upgrades Commission*

		2-Year	Eligible 1-Year	Month to Month
Tier 1	$9.99-$20.98	$160	$20	N/A
Tier 2	$20.99-$50.98	$180	$20	N/A
Tier 3	$50.99-$69.98	$200	$20	N/A
Tier 4	$69.99-$89.98	$220	$20	N/A
Tier 5	$89.99-$99.98	$240	$20	N/A
Tier 6	$99.99+	$265	$20	N/A

* Not applicable for Upgrades on or to an ALP
** Not eligible for Volume Bonus or Co-op Funds

Chart 4A1 - Postpay Service ALP Upgrade Commission[1]

Transaction Type/ VZW Number	2-Year	Month to Month
Upgrade[2]	$145	$20

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 4A2 - Postpay Service ALP Voice Plan Access Commission[1]

Transaction Type/ VZW Number			2-Year
Upgrade[2]	Unlimited Voice Plans	$.01 - $40.00	$65
		$40.01 +	$80

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 5 – New Every Two® Upgrades

		Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$50	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$50	$30
Tier 5	$79.99 +	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$25

Chart 7 - Activations of Prepay Service and Replenishment

Activation Commission
$40.00/new Activation

Chart 8 - Prepay Service Replenishment

Replenishment
12%

Chart 9 – Prepay Service Administrative Fee

Administrative Fee
$35.00

Chart 10 - Volume Bonus

MONTHLY NET POST PAY	Volume Bonus
75 - 150	$10.00
151 - 350	$15.00
351 - 550	$20.00
551 - 850	$25.00
851 - 1100	$30.00
1101 +	$35.00

Chart 11 – HPC Activations and Upgrades*

Plan Access/Month/ VZW Number	2-Year Activation/Upgrade	Month to Month Activation
$0.01+	$150	$20

* Not eligible for Volume Bonus calculation or payment, Co-Op Funds or Spiff payments.

Initials: _____

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Additional Glossary Definitions

P Communications, Inc. DBA Wireless Communications

CAROLINAS TENNESSEE REGION

Account Level Plan or ALP means a VZW Service plan that permits VZW Numbers to share in such plan's allowance of voice minutes, messaging and/or data, all as designated by VZW in the Service Forms, with the charges for such shared allowances billed to a Subscriber's VZW account and with no designation of a primary VZW Number or secondary VZW Number.

Home Phone Connect or HPC means the model of VZW Equipment used with VZW Service and designated by VZW, as with eligible SKUs designated VZW and amended from time to time, and the Ordering Web Site.

Line Level Plan or LLP means a VZW Service plan that permits certain Optional Features to be billed to and used by an individual VZW Number, that has a primary VZW Number (as designated by a Subscriber) and for multi-line accounts one (1) or more secondary VZW Number(s).

Network Access Fee or NAF means VZW's monthly fee charged to a Subscriber Activated by Agent to associate a VZW Number with an ALP.

Optional Feature(s) or Optional Service(s) means an incremental service or data package, which is identified in the Service Forms, added (at an additional cost to the Subscriber) by a Subscriber to a VZW Service plan.

Agent Memo

TO: South Area Local Agents
FROM: South Area Indirect Operations
DATE: June 30, 2011
SUBJECT: Revisions to Chart 1A2 and 4A2

In regards to Schedule 1 in your Exhibit B, Charts 1A2 and 4A2, please replace charts 1A2 and 4A2 with the following chart:

Postpay Service ALP Voice Plan Access Commission[1]

Transaction Type/ VZW Number			Year
Activation or Upgrade	Limited Voice Plans	$.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$60
Activation or Upgrade	Unlimited Voice Plans	$.01 - $40.00	$65
		$40.01 +	$80

[1] Not applicable for Activations on or to LLP

Explanation of ALP Unlimited Voice Plans

Category 1: Customers who choose an unlimited voice plan WITHOUT the unlimited text option and opt for two or more lines

Agent Compensation: Agent will be compensated in the $.01 - $40.00 Unlimited Voice Plan tier or $65. Each line will receive compensation per the chart above and compensation per Chart 1A1 for new activations or Chart 4A1 for upgrades.

Category 2: Customers who choose an unlimited voice plan WITH the unlimited text option and opt for two or more lines

Agent Compensation: Agent will be compensated in the $40.01+ Unlimited Voice Plan tier or $80. Each line will receive compensation per the chart above and compensation per Chart 1A1 for new activations or Chart 4A1 for upgrades.

Upon receipt of this memo, please insert your agent name and initials on the bottom of this page and fax it to the South Area dedicated Indirect Agent Fax Line at 678-339-7781.

Please contact your VZW Account Manager with any questions you may have. Thank you.

AGENT NAME: _____ INITIALS: _____

EXHIBIT B - Schedule 1
AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
P Communications dba Wireless Communications
CAROLINAS TENNESSEE REGION

Chart 1 - Postpay Service LLP Activation Commission*

		2-Year	Month to Month
Tier 1	$9.99-$20.98	$150	$50
Tier 2	$20.99-$49.99	$225	$80
Tier 3	$50.00-$69.98	$270	$100
Tier 4	$69.99-$89.98	$280	$105
Tier 5	$89.99-$99.98	$300	$110
Tier 6	$99.99+	$330	$120

* Not applicable for Activations on an ALP.
** Tablet, MI FI and data card devices are paid according to the above chart
***1 year Agreements, when eligible, are paid under MTM compensation

Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

Chart 1A1 - Postpay Service ALP Activation Commission[1]

Transaction Type/ VZW Number	2-Year	Month to Month
Activation	$175	$20

[1] Not applicable for Activations on or to a LLP

Chart 1A2 - Postpay Service ALP Voice Plan Access Commission[1]

Transaction Type/ VZW Number			2-Year
Activation	Limited Voice Plans	$.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$50
Activation	Unlimited Voice Plans	$.01 - $40.00	$65
		$40.01 +	$80

[1] Not applicable for Activations on or to a LLP

Chart 2 – Intentionally Left Blank

Chart 3 – Optional Features

Monthly Price for Optional Features		Commission
Tier 1	$.99 - $4.98	$3
Tier 2	$4.99 - $9.98	$10
Tier 3	$9.99 - $19.98	$15
Tier 4	$19.99 - $29.99	$20
Tier 5	$30.00 - $49.99	$30
Tier 6	$50.00+	$50
Smartphone Device Compensation		Commission
New Activation or Upgrade of Eligible Smartphone Device * (2 yr. agreements)		$185

Eligible Smartphone devices are posted in the Store Owner Role Tab In InfoCenter

Chart 4 – Postpay Service LLP Upgrades Commission*

		2-Year	Eligible 1-Year	Month to Month
Tier 1	$9.99-$20.98	$160	$20	N/A
Tier 2	$20.99-$49.99	$180	$20	N/A
Tier 3	$50.00-$69.98	$200	$20	N/A
Tier 4	$69.99-$89.98	$220	$20	N/A
Tier 5	$89.99-$99.98	$240	$20	N/A
Tier 6	$99.99+	$255	$20	N/A

* Not applicable for Upgrades on or to an ALP
** Not eligible for Volume Bonus or Co-op Funds

Initials: _____
Return by 8/15/11

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Chart 4A1 - Postpay Service ALP Upgrade Commission[1]

Transaction Type/ VZW Number	2-Year	Month to Month
Upgrade[2]	$145	$20

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 4A2 - Postpay Service ALP Voice Plan Access Commission[1]

Transaction Type/ VZW Number			2-Year
Upgrade[2]	Limited Voice Plans	$.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$60
Upgrade[2]	Unlimited Voice Plans	$.01 - $40.00	$65
		$40.01 +	$80

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 5 – New Every Two® Upgrades - LLP

		Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$50	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$50	$30
Tier 5	$79.99 +	$50	$50

Chart 5A – New Every Two® Upgrades - ALP

		Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Limited Voice Plans	$34.99 - $69.99	$50	$30
	$70.00+	$50	$50
Unlimited Voice Plans	$.01 - $29.99	$50	$30
	$30.00+	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$26

Chart 7 - Activations of Prepay Service and Replenishment

Activation Commission
$40.00/new Activation

Chart 8 - Prepay Service Replenishment

Replenishment
12%

Chart 9 – Prepay Service Administrative Fee

Administrative Fee
$35.00

Chart 10 - Volume Bonus

MONTHLY NET POST-PAY	Volume Bonus
75 - 150	$10.00
151 - 350	$15.00
351 - 550	$20.00
551 - 850	$25.00
851 - 1100	$30.00
1101 +	$35.00

Chart 11 – HPC Activations and Upgrades*

Plan Access/Month/ VZW Number	2-Year Activation/Upgrade	Month to Month Activation
$0.01+	$150	$20

* Not eligible for Volume Bonus calculation or payment, Co-Op Funds or Spiff payments.

Initials:
Return by 8/15/11

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

EXHIBIT B - Schedule 1
AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
P Communications dba Wireless Communications
CAROLINAS TENNESSEE REGION

Chart 1 - Postpay Service LLP Activation Commission*

Tier	LLP Activation Commission	2-Year	Month to Month
Tier 1	$9.99-$20.98	$190	$50
Tier 2	$20.99-$49.99	$225	$80
Tier 3	$50.00-$69.98	$270	$100
Tier 4	$69.99-$89.98	$280	$105
Tier 5	$89.99-$99.98	$300	$110
Tier 6	$99.99+	$330	$120

* Not applicable for Activations on an ALP
** Tablet, MiFi and data card devices are paid according to the above chart
***1 year Agreements, when eligible, are paid under MTM compensation

Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

Chart 1A1 - Postpay Service ALP Activation Commission[1]

Transaction Type / VZW Number	2-Year	Month to Month
Activation	$175	$0

[1] Not applicable for Activations on or to a LLP

Chart 1A2 - Postpay Service ALP Voice Plan Access Commission[1]

Transaction Type / VZW Number			2-Year
Activation	Limited Voice Plans	$.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$50
Activation	Unlimited Voice Plans	$.01 - $40.00	$65
		$40.01 +	$80

[1] Not applicable for Upgrades on or to a LLP

Chart 2 – Advanced Device Commission[1]

Current Smartphone Device Tiers [2]	Commission
1	$250
2	$190
3	$125
4	$100

[1] Payable on 1 or 2 year service agreements for Activations and Upgrades; not payable on Month to Month service agreement

Agent is eligible to receive the Advanced Device Commission based on the VZW Equipment tier, as designated by VZW from time to time, as set forth above (the "Advanced Device Commission") for each new Gross Activation or Upgrade of a Subscriber of Postpay Service when Activating or Upgrading to VZW Equipment eligible for Advanced Device Commission. The list of current VZW Equipment eligible for Advanced Device Commission (i) will be posted in InfoCenter (in the Store Owner Role type on the "Policies" tab, subheader "Advanced Device Commission", document "HQ Advanced Device List"), (ii) will remain effective until changed by VZW as posted on InfoCenter, and (iii) is subject to change by VZW, on 30 days notice by VZW posting in InfoCenter. Any VZW Equipment not listed in a tier is ineligible for Advanced Device Commission.

If a particular unit of VZW Equipment (as identified by the electronic serial number (ESN) or mobile equipment identifier number (MEIN) for that unit of VZW Equipment) is provided by Agent and Activated in accordance with this Section, or is provided by Agent as part of an Upgrade and Agent receives an Advanced Device Commission for such Activation or Upgrade, Agent will not be eligible to receive any other Advanced Device Commission for any subsequent Activation or Upgrade using that particular unit of VZW Equipment, except if the prior Advanced Device Commission associated with that particular unit of VZW Equipment has already been charged back to Agent's Compensation.

Chart 3 – Optional Features

Tier	Monthly Price for Optional Features by Vendor	Commission
Tier 1	$.99 - $4.98	$3
Tier 2	$4.99 - $9.98	$10
Tier 3	$9.99 - $19.98	$15
Tier 4	$19.99 - $29.99	$20
Tier 5	$30.00 - $49.99	$30
Tier 6	$50.00+	$50

Initials: _____

Return by 9/30/11
(678) 339-7781

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Chart 4 – Postpay Service LLP Upgrades Commission*

		2-Year	1-Year	Month to Month
Tier 1	$9.99-$20.98	$160	$20	N/A
Tier 2	$20.99-$49.99	$180	$20	N/A
Tier 3	$50.00-$69.98	$200	$20	N/A
Tier 4	$69.99-$89.98	$220	$20	N/A
Tier 5	$89.99-$99.98	$240	$20	N/A
Tier 6	$99.99+	$255	$20	N/A

* Not applicable for Upgrades on or to an ALP
** Not eligible for Volume Bonus or Co-op Funds

Chart 4A1 - Postpay Service ALP Upgrade Commission[1]

Transaction Type	2-Year	Month to Month
VZW Numbers		
Upgrade[2]	$145	N/A

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 4A2 - Postpay Service ALP Voice Plan Upgrade Commission[1]

Transaction Type			
VZW Numbers			2-Year
Upgrade[2]	Limited Voice Plans	$.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$60
Upgrade[2]	Unlimited Voice Plans	$.01 - $40.00	$55
		$40.01 +	$80

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 5 – New Every Two® Upgrades - LLP

		Pre 2/5/06 Tier2 Enrollments	Post 2/5/06 Tier2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$50	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$50	$30
Tier 5	$79.99 +	$50	$50

Chart 5A – New Every Two® Upgrades - ALP

		Pre 2/5/06 Tier2 Enrollments	Post 2/5/06 Tier2 Enrollments
Limited Voice Plans	$34.99 - $69.99	$50	$30
	$70.00+	$50	$50
Unlimited Voice Plans	$.01 - $29.99	$50	$30
	$30.00+	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$25

Chart 7 - Activations of Prepay Service and Replenishment

Activation Commissions
$40.00/new Activation

Chart 8 - Prepay Service Replenishment

Replenishment
12%

Chart 9 – Prepay Service Administrative Fee.

Administrative Fee
$35.00

Chart 10 - Volume Bonus*

MONTHLY NET POSTPAY	Volume Bonus
75 - 150	$10.00
151 - 350	$15.00
351 - 550	$20.00
551 - 850	$25.00
851 - 1100	$30.00
1101 +	$35.00

Chart 11 – HPC Activations and Upgrades*

Plan Access/Monthly VZW Number	2-Year Activation/Upgrade	Month to Month Activation
$0.01+	$150	$20

* Not eligible for Volume Bonus calculation or payment, Co-Op Funds or Spiff payments.

Initials: _____

Return by 8/30/11
(678) 339-7781

VERZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Tiered Smartphone Compensation - Local Agt and Big 6
Effective 10/1/2011 - 12/31/2011 (UPDATED 9/19/11)

Devices not included in the list below are not eligible to receive additional smartphone compensation

Manufacturer/Model	Dymax SKU	Tier
Motorola Droid Bionic	MOTXT875	1
LG Revolution	LG-VS910	1
HTC Thunderbolt	ADR6400LVW	1
Samsung Charge	SCH1510RAV	1
Rim BB Bold 9930	BB9930, BB9930NC	1
Motorola Droid 3	MOTXT862	2
RIM BB Torch	BB9850	2
Motorola Droid X2	MOTMB870	2
RIM BB 9550 Storm 2	BB9550S2	2
HTC Incredible 2	ADR6350VW	2
Motorola Droid 2 Global	MOTA956, MOTA956W	2
Sony Experia Play	R800X	2
HTC Trophy	MWP6985VW	2
Samsung Fascinate	SCHI500RKV	2
G'Zone Commando	C771	2
Motorola Droid Pro	MOTXT610	2
HTC Incredible	ADR6300VW	2
Motorola Droid 2	MOTA955	2
RIM BB 9650 Bold	BB9650, BB9650NC	2
Motorola Droid X/ X 2GB	MOTMB810A, MOTMB810	2
Samsung Gem	SCHI100ZKV	2
HTC Merge		2
Motorola Droid	MOTA855	2
Motorola Droid R2D2	MOTA957	2
Pantech Breakout 4G	ADR8995VW	2
Samsung Continuum	SCHI400ZKV	3
RIM BB Curve 3G	BB9330	3
Palm Pre2	P121VZW	3
Motorola Devour	MOTA555	3
HTC Ozone 6175	XV6175	3
LG Ally	LG-VS740	4
LG Fathom	LG-VS750	4
LG Vortex	LG-VS660, LG-VS660V	4
Motorola Citrus	MOTWX445	4
HTC Imagio	XV6975	4
HTC Touch Pro	XV6850	4
HTC Touch Pro 2	XV6875	4
HTC Droid Eris	ADR6200VW	4
Palm Centro	CENTRO690R	4
Palm Pixi Plus	P121VZW	4
Palm Pre Plus	P101VZW	4
Palm Treo	TREO700WX	4
RIM BB 8680 Gold	PRD-13780, PRD-17070	4
RIM BB 8330 Curve	BB8330C, BB8330PNK	4
RIM BB 8530 Curve 2	BB8530, BB8530C	4
Samsung Omnia	SCH-i910ZKV	4
Samsung Omnia 2	SCHI920DAV	4
Samsung Saga	SCHI770DBV	4
VZW XV6900	XV6900	4
RIM BB 8130 Pearl	PRD-16212, PRD-16970	4
RIM BB 9630 Tour	BB9630TR	4
RIM BB 8230 Pearl Flip	BB8230	4
LG Enlighten	LG-VS700	4

EXHIBIT B - Schedule 1
AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
F Communications dba Wireless Communications
CAROLINAS TENNESSEE REGION

Chart 1 - Postpay Service LLP Activation Commission[1]

		2-Year	Month to Month
Tier 1	$9.99-$20.99	$150	$50
Tier 2	$20.99-$49.99	$225	$50
Tier 3	$50.00-$69.99	$270	$100
Tier 4	$69.99-$84.99	$280	$105
Tier 5	$85.99-$99.99	$300	$110
Tier 6	$99.99+	$330	$120

[1] Not applicable for Activations on ALP
[2] 3G/4G Tablets, 4G MiFi and 4G data card devices are paid according to the above chart
[3] 1 year Agreements, when eligible, are paid under MTM compensation

Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

Chart 1A1 - Postpay Service ALP Activation Commission[1]

Transaction Type/ VZW Number	2-Year	Month to Month
Activation	$175	$0

[1] Not applicable for Activations on or to a LLP

Chart 1A2 - Postpay Service ALP Voice Plan Access Commission[1]

Transaction Type/ VZW Number			2-Year
Activation	Limited Voice Plans	$.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$60
Activation	Unlimited Voice Plans	$.01 - $40.00	$55
		$40.01 +	$80

[1] Not applicable for Upgrades on or to a LLP

Chart 2 – Advanced Device Commission[1]

Current Smartphone Device Tiers	Commission
1	$250
2	$150
3	$125
4	$100

[1] Payable on 1 or 2 year service agreements for Activations and Upgrades; not payable on Month to Month service agreements.

Agent is eligible to receive the Advanced Device Commission based on the VZW Equipment tier, as designated by VZW from time to time, as set forth above (the "Advanced Device Commission") for each new Gross Activation or Upgrade of a Subscriber of Postpay Service when Activating or Upgrading to VZW Equipment eligible for Advanced Device Commission. The list of current VZW Equipment eligible for Advanced Device Commission (i) will be posted in InfoCenter (in the Store Owner Role type on the "Policies" tab, subheader: "Advanced Device Commission", document "HO Advanced Device List"), (ii) will remain effective until changed by VZW as posted on InfoCenter, and (iii) is subject to change by VZW, on 30 days notice by VZW posting in InfoCenter. Any VZW Equipment not listed in a tier is ineligible for Advanced Device Commission.

If a particular unit of VZW Equipment (as identified by the electronic serial number (ESN) or mobile equipment identifier number (MEID) for that unit of VZW Equipment) is provided by Agent and Activated in accordance with this Section, or is provided by Agent as part of an Upgrade and Agent receives an Advanced Device Commission for such Activation or Upgrade, Agent will not be eligible to receive any other Advanced Device Commission for any subsequent Activation or Upgrade using that particular unit of VZW Equipment, except if the prior Advanced Device Commission associated with that particular unit of VZW Equipment has already been charged back to Agent's Compensation.

Chart 3 – Optional Features

Monthly Price for Optional Features	Commission
Tier 1	$.00 - $4.99	$3
Tier 2	$4.99 - $9.99	$10
Tier 3	$9.99 - $19.99	$15
Tier 4	$19.99 - $29.99	$20
Tier 5	$30.00 - $49.99	$30
Tier 6	$50.00 +	$50

Chart 4 – Postpay Service LLP Upgrade Commission[1]

		2-Year	Eligible 1-Year	Month to Month
Tier 1	$9.99-$20.99	$100	$20	N/A
Tier 2	$20.99-$49.99	$150	$20	N/A
Tier 3	$50.00-$69.99	$180	$20	N/A
Tier 4	$69.99-$89.99	$220	$20	N/A
Tier 5	$89.99-$99.99	$240	$20	N/A
Tier 6	$99.99+	$250	$20	N/A

[1] Not applicable for Upgrades on or to an ALP
[2] 3G/4G Tablets, 4G MiFi and 4G data card devices are paid according to the above chart
[3] Not eligible for Volume Bonus or Co-op Funds

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0075

Chart 4A1 - Postpay Service ALP Upgrade Commission[1]

Transaction Type/ VZW Number	2-Year	Month to Month
Upgrade[2]	$145	NA

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 4A2 - Postpay Service ALP Voice Plan Upgrade Commission[1]

Transaction Type/ VZW Number			2-Year
Upgrade[2]	Limited Voice Plans	$.01 - $60.00	$25
		$60.01 - $90.00	$40
		$90.01 +	$50
Upgrade[2]	Unlimited Voice Plans	$.01 - $40.00	$35
		$40.01 +	$50

[1] Not applicable for Upgrades on or to a LLP
[2] Not eligible for Volume Bonus or Co-op Funds

Chart 5 – New Every Two© Upgrades - LLP

		Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$60	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$50	$30
Tier 5	$79.99 +	$50	$50

Chart 5A – New Every Two© Upgrades - ALP

		Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Limited Voice Plans	$34.99 - $69.99	$50	$30
	$70.00+	$50	$50
Unlimited Voice Plans	$.01 - $29.99	$50	$30
	$30.00+	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$25

Chart 7 - Activations of Prepaid Calling Plans and Prepaid 3G/4G Tablets

Activation Commission - Prepaid Calling Plans
$40.00/new Activation

Activation Commission for a Prepaid 3G/4G Tablet*
$25.00/new Activation

*Assisted activation required

Chart 8 - Prepay Service Replenishment

Replenishment
12%

Chart 9 – Prepay Service Administrative Fee

Administrative Fee
$35.00

Chart 10 – Volume Bonus

MONTHLY NET POST PAY	Volume Bonus
75 - 150	$10.00
151 - 350	$15.00
351 - 550	$20.00
551 - 850	$25.00
851 - 1100	$30.00
1101+	$35.00

Chart 11 – HPC Activations and Upgrades*

Plan Access/Month/ VZW Number	2-Year Activation/Upgrade	Month to Month Activation
$0.01+	$150	$20

* Not eligible for Volume Bonus calculation or payment, Co-Op Funds or Spiff payments.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

BUILDOUT FUND AMENDMENT TO AGENT AGREEMENT NO. CAR-SC007-2008

This Buildout Fund Amendment to the Agent Agreement ("Amendment") between Cellco Partnership dba Verizon Wireless (hereinafter "VZW"), P Communications, Inc, a South Carolina corporation, dba Wireless Communications (hereinafter "Agent"), and Krish V. Patel, Individually (hereinafter "Principal") shall amend the Agreement as follows:

Whereas, Agent acting as an agent for VZW desires to receive store buildout funds for various Locations in exchange for a commitment to use funds in the promotion of VZW CMRS as further described herein; and

Whereas, Agent shall receive an increase in the amount of Buildout Funds for Locations in the Carolinas/Tennesse and Georgia/Alabama Regions pursuant to this Amendment and shall replace and supercede all existing Buildout Amendments to the Agreement, including the Buildout Amendment dated June 30, 2010;

NOW THEREFORE, the parties agree to supplement the Agreement as follows:

1. Agent agrees to the following conditions pertaining to the receipt of funds referenced in this Amendment:

   A. Location buildout funds ("Buildout Funds") shall be used by Agent solely for purposes of advertising, signage and other store fixtures and finish out items in conjunction with the sale of VZW' Service at each Location.

      Fifty percent (50%) of the Buildout Fund amount with respect to a new Location shall be advanced to Agent within 30 days of the date that Agent delivers to Verizon Wireless a copy of an executed lease with respect to such Location with receipts to follow within 30 days of such payment. All requests for reimbursement of the remainder of the Buildout Fund amount shall be submitted with supporting receipts within ninety (90) days of the opening of each Location, such approvals in Verizon Wireless' sole discretion.

   B. In order to be eligible for any Buildout Funds referenced herein, Agent must be and remain in compliance with the Agreement, including, but is not limited to, the exclusivity provisions set forth in Section 2.1. of the Agreement and agrees to maintain such status as a condition for receiving and retaining all funds referenced in this Amendment.

   C. VZW may chargeback or offset any amounts paid for any Buildout Funds provided herein if not used as per this Amendment or if Agent breaches this Amendment. If Agent does not meet its obligations set forth herein and does not have a sufficient amount of Compensation to offset any amount due VZW, Agent shall pay any amount due to VZW within thirty (30) days upon receipt of notice from VZW. In the event Agent's Compensation does not cover the required chargeback and Agent does not reimburse VZW for any additional amount due after Compensation is offset within such thirty (30) days, the Agreement may be immediately terminated by VZW upon written notice to Agent.

   D. In the event the Agreement is terminated for any reason other than VZW' breach of the Agreement and Agent has not met the conditions referenced herein, Agent shall pay any amount due to VZW within thirty (30) days upon receipt of notice by VZW if Agent does not have a sufficient amount of Compensation to offset such amount due to VZW. VZW will exercise its recovery rights and remedies afforded to it under the Agreement, Amendment and applicable laws.

   E. Agent understands that any requirements referenced in this Amendment are in addition to and not in lieu of any other requirements of the Agreement, including, but not limited to, the monthly Minimum Activation Level per Location, as referenced in Exhibit B to the Agreement.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

7.11

Confidential
VZW 00177

2. BUILDOUT FUNDS FOR LOCATIONS. Agent shall receive up to twenty-five thousand dollars ($25,000.00) for each pre-approved building/structure not contained inside of a retail mall or store –within-a-store concept ("hereinafter Store") Location, and ten thousand dollars ($10,000.00) for each pre-approved, Agent owned, free-standing, in-mall store structure ("hereinafter Kiosk") Location, upon startup and acceptance by Verizon Wireless of such Locations provided Agent meets the following conditions:

   A. Each Location must remain in operation for a period no less than twelve (12) months from its startup date and Agent must meet this condition in order to retain the Buildout Funds mentioned above. In the event this condition is not met, VZW shall charge back the entire amount of Buildout Funds paid for each Location.

   B. For purposes of receiving Buildout Funds, Agent will be required to achieve a Minimum Activation Level of four hundred twenty (420) Net postpay activations per Location receiving Buildout Funds (averaging 35/month/ Location) during the first year of operation of each Location; otherwise, VZW shall charge back a prorated amount of the Buildout Fund amount specified above. For example, if Agent achieves a Minimum Activation Level of 315 instead of the required 420, VZW may offset Agent's Compensation in the amount of $6,250.00 (105 deficit / 420 goal = 25% x $25,000.00 = $6,250.00). VZW retains its rights to charge back or offset the full amount of Buildout Funds in accordance with other provisions of this Amendment and this Section 2(B) does not waive any of VZW' rights, all of which are expressly retained.

   C. Notwithstanding the above, if Agent acquires Locations from other VZW Agents and such Locations received Buildout Funds within the preceding eighteen (18) months, Agent may receive no more than the appropriate Buildout Fund amount specified above less the amount of Buildout Funds previously paid for such Location.

3. CO-OP FUNDS. In addition, Agent will receive three thousand dollars ($3,000.00) in Co-op funds for each Location to be deposited by VZW into Agent's ACB account.

4. Agent understands VZW' offer of Buildout Funds is not being offered for every Location and the Buildout Funds program may be discontinued at any time at VZW' sole discretion upon notice. Additionally, the Buildout Fund amounts in Section 2 are contingent on Agent maintaining a minimum of twenty (20) Locations in the South Area. Should Agent fail to maintain at least 20 Locations, or if the Agreement is terminated for any reason prior to fulfillment of the Term of the Agreement, VZW shall charge back Agent seven thousand five hundred dollars ($7,500.00) for each Store Location and five thousand ($5,000.00) for each Kiosk Location that received Buildout Funds in the amount specified above, and VZW shall modify the amount of Buildout Funds offered for future Locations.

5. All provisions of the Agreement, including attachments thereto, not addressed by this Amendment remain in full force and effect.

6. This Amendment is an integral part of the Agreement. The terms used herein which are defined or specified in the Agreement shall have the meanings set forth in the Agreement. If there are any inconsistencies between the provisions of this Amendment and the provisions of the Agreement, the provisions of this Amendment shall control.

[signature page to follow]

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

IN WITNESS WHEREOF, the parties have executed this Amendment pursuant to due authority and for purposes of this Amendment, the effective date shall be the date this Amendment is executed by both parties ("Effective Date").

Cellco Partnership
dba Verizon Wireless

By: _____

Name: _____

Title: _____

Date: 7/15/11

P Communications, Inc.
dba Wireless Communications

By: _____

Name: KRISH V. PATEL

Title: PRESIDENT / CEO

Date: 7/14/11

Krish V. Patel, Individually

By: _____

Date: 7/14/11

END OF BUILDOUT FUND AMENDMENT TO AGENT AGREEMENT

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 00179

AMENDMENT NO. 4 to
Exclusive Authorized Agency Agreement

This Amendment No. 4 ("Amendment") to the Exclusive Authorized Agency Agreement No. CAR-SC007-2008 by and between Cellco Partnership dba Verizon Wireless("Verizon Wireless"), P Communications, Inc. a South Carolina company, doing business as Wireless Communications ("Authorized Agent"), and Krish V. Patel, individually as principal (both individually and collectively "Authorized Agent") ("Agreement") is made and entered into by and between Verizon Wireless and Authorized Agent and shall amend the Agreement as follows:

WHEREAS, Verizon Wireless and Authorized Agent entered into the Agreement effective July 18, 2008 pursuant to which Authorized Agent provides Verizon Wireless with certain services in the Areas/Locations as referenced in Exhibit A to the Agreement;

WHEREAS, Authorized Agent currently receives Residual Compensation as part of its Compensation structure and desires to receive, beginning May 1, 2010, Compensation without Residuals (which includes higher Activation Commission than Residual Compensation), and continue to receive Compensation without Residuals from that date through the remainder of the Term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit B COMPENSATION PROGRAM EXCLUSIVE AGENT – CAROLINAS/ TENNESSEE REGION in the form attached hereto shall replace Authorized Agent's Exhibit B currently in effect beginning May 1, 2010.

2. Authorized Agent agrees to continue to service and maintain its existing Subscribers that had been previously serviced and maintained by Authorized Agent prior to the Effective Date of this Amendment (the "Pre May 2010 Subscribers"). Authorized Agent understands and agrees that Verizon Wireless reserves all rights with respect to all Subscribers, including without limitation the right to service and maintain the Pre may 2010 Subscribers pursuant to Section 2.3 of the Agreement.

3. Authorized Agent shall continue to receive four percent (4%) Residual Compensation as provided in pre May 1, 2010 Exhibit B of the Agreement for the Pre May 2010 Subscribers activated prior to the Effective Date of the Amendment.

4. All of the terms in the Agreement regarding expiration and termination of Residuals shall also apply to the Residual Compensation for the Pre May 2010 Subscribers. Residual Compensation for the Pre May 2010 Subscribers will continue to be paid for the period of time, if any, that each Pre May 2010 Subscriber remains a Verizon Wireless Subscriber on and after the Effective Date of this Amendment; provided however, no Residual Compensation will be paid for any Pre May 2010 Subscriber in excess of thirty-six (36) months from each Pre May 2010 Subscriber's date of Activation. All of the terms in the Agreement regarding Compensation, including but not limited to chargebacks and set-offs, for all purposes and Activations, shall apply to the Pre May 2010 Subscribers.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

5. Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. Specifically, and without limitation, Verizon Wireless retains the right to make changes to Compensation as permitted under the Agreement.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment pursuant to due authority and for purposes of this Amendment, the effective date shall be May 1, 2010 ("Effective Date").

Cellco Partnership dba Verizon Wireless

By: _____

Name: Jerald M. Fountain

Title: Region President

Date: 4/29/2010

P Communications, Inc dba Wireless Communications

By: _____

Name: Krish V. Patel

Title: President

Date: 4/26/2010

Krish V. Patel, Individually as Principal

By: _____

Date: 4/26/2010

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 00202

EXHIBIT B - Schedule 1
AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
P Communications d/b/a Wireless Communications
CAROLINA/TENNESSEE REGION

Chart 1 - Activations of Postpay Service – 1 Yr., 2 Yr. & Month To Month Agreements

		1-Year	2-Year	Month to Month
Tier 1	$9.99-$20.98	$160	$190	$50
Tier 2	$20.99-$50.98	$165	$225	$80
Tier 3	$50.99-$69.98	$210	$270	$100
Tier 4	$69.99-$89.98	$220	$280	$105
Tier 5	$89.99-$99.98	$240	$300	$110
Tier 6	$99.99+	$270	$330	$120

Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

*Former Chart 2A is now incorporated into Chart 1

Chart 3 – Optional Services and New Activation or Upgrade of Eligible Smartphone Device

Monthly Price for Optional Services	Commission
$.99 - $4.98	$3
$4.99 - $9.98	$10
$9.99 - $19.98	$15
$19.99+	$20
Multi Media Transport Feature ($9.99/25MB & $29.99 UL transport); 1& 2 Yr. Contracts	$20
Smartphone Mail (1 & 2 Yr. Contracts)	$30
New Activation or Upgrade of Eligible Smartphone Device (1 & 2 Yr. Contracts)	$185

Eligible Smartphone devices are posted in the Store Owner Role Tab in InfoCenter

Chart 4 – Upgrades

		1-Year	2-Year	Month to Month
Tier 1	$9.99-$20.98	$110	$160	N/A
Tier 2	$20.99-$50.98	$110	$180	N/A
Tier 3	$50.99-$69.98	$110	$200	N/A
Tier 4	$69.99-$89.98	$110	$220	N/A
Tier 5	$89.99-$99.98	$110	$240	N/A
Tier 6	$99.99+	$110	$265	N/A

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Chart 5 – New Every Two® Upgrades

		Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$60	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$60	$30
Tier 5	$79.99 +	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$25

Chart 7 - Activations of Prepay Service and Replenishment

Activation Commission
$40.00/new Activation

Chart 8 - Prepay Service Replenishment

Replenishment
12%

Chart 9 – Prepay Service Administrative Fee

Administrative Fee
$35.00

Chart 10 - Volume Bonus

Monthly Net Postpay Activation Volume Tiers	Volume Bonus
0-74	$0
75-150	$10.00
151-300	$15.00
301-500	$20.00
501-800	$25.00
801-1000	$30.00
1001+	$35.00

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Amendment No. 5 to the Verizon Wireless Agent Agreement
Between VZW and P Communications, Inc., d/b/a Wireless Communications

This Amendment No. 5 ("Amendment") to the Verizon Wireless Agent Agreement No. CAR-SC007-2008 between Cellco Partnership doing business as Verizon Wireless ("VZW" or "Company"), P Communications, Inc., a South Carolina corporation, doing business as Wireless Communications and Krish V. Patel, individually (collectively "Agent") ("Agreement") is made and entered into by and between VZW and Agent and shall amend the Agreement as follows:

WHEREAS, VZW previously entered into Exclusive Authorized Agency Agreement No. CAR-SC003-2009 effective July 11, 2009, between Myrick Wireless Inc., a South Carolina corporation, d/b/a Myrick Wireless, and Bradley Myrick, individually (collectively "Myrick Wireless") (the "Myrick Wireless Agreement"); and

WHEREAS, Myrick Wireless seeks to conclude its agent relationship with VZW and desires to sell substantially all of the assets and assign its existing Locations listed below ("Assigned Locations") to Agent and Agent seeks to operate such Assigned Locations in accordance with the Agreement; and

WHEREAS, Agent has acquired from Myrick Wireless any rights of Myrick Wireless necessary to operate the Assigned Locations; and

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VZW and Agent agree as follows:

1. Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement, which is incorporated herein by reference.

2. All rights and obligations set forth herein shall run concurrently with the Term of the Agreement, as well as with any renewals or extensions thereof, such that the rights and obligations herein shall exist for as long as the Agreement exists, and those obligations such as Agent's duty of indemnification which may survive the termination or expiration of the Agreement shall continue to survive and apply to the rights, obligations and provisions herein for as long as those obligations such as indemnification apply to the provisions of the Agreement itself.

3. This entire Amendment shall have no validity, force or effect upon the parties to this Amendment until: 1) the Termination Agreement between Myrick Wireless and VZW in substantially the form attached hereto as Attachment 1 is executed by all parties.

4. Beginning on the Effective Date, Agent may provide sales and service from the following Assigned Locations as reflected in Exhibit A AGENT AREA/LOCATIONS to the Agreement.

Outlet ID	Street	City	State	Zip
99692	2101 Enterprise Drive	Marion	SC	29571
99695	1974 Paxville Hwy	Manning	SC	29102
99696	1100 Dutch Fork Road, Suite L	Irmo	SC	29063
99697	3601 Richland Ave, Suite 701	Aiken	SC	29801

Beginning on the Effective Date, Agent may provide sales and service from the following Assigned Location through August 31, 2010 only.

Outlet ID	Street	City	State	Zip
99694	2567 Broad Street	Sumter	SC	29150

5. Agent shall receive up to seventeen thousand five hundred dollars ($17,500.00) in Buildout Funds for each of the following four Acquired Locations in accordance with the terms specified in the new Buildout Fund Amendment to be executed contemporaneously with this Amendment, including without limitation, the requirement that these Assigned Locations remain in operation no less than one year from the Effective Date of this Amendment.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 00205

Outlet ID	Street	City	State	Zip
99692	2101 Enterprise Drive	Marion	SC	29571
99695	1974 Paxville Hwy	Manning	SC	29102
99696	1100 Dutch Fork Road, Suite L	Irmo	SC	29063
99697	3601 Richland Ave, Suite 701	Aiken	SC	29801

Agent acknowledges it shall not receive Buildout Funds for the following Assigned Location.

Outlet ID	Street	City	State	Zip
99694	2567 Broad Street	Sumter	SC	29150

6. Agent must also replace signage at the four Assigned Locations in accordance with signage guidelines as set forth in Amendment No. 2 to the Agreement and the current guidelines set forth in the Verizon Wireless Indirect Corporate Identity Standards- Premium Retailer. Agent shall receive $2,500.00 for each of the four Assigned Locations to assist with signage upgrades no later than ninety days from the Effective Date of this Amendment. Agent must remove all signage and advertising at the Sumter location no later than August 31.

7. Agent agrees to service and maintain certain existing Subscribers that had been previously serviced and maintained by Myrick Wireless and which are identified in VZW billing records as being originally enrolled, including Activation as Subscribers, at the Assigned Locations prior to the Effective Date of this Amendment, and which are identified with the Outlet IDs listed above (the "Myrick Wireless Subscribers"). VZW reserves all rights with respect to all Subscribers, including without limitation the right to service and maintain the Subscribers pursuant to the terms of the Agreement.

   Commencing on the Effective Date of this Amendment, Agent shall receive an account maintenance fee ("AMF") equal to four percent (4%) of the Access and Usage received by VZW for the Myrick Wireless Subscribers activated on Postpay Service. This AMF Compensation shall be the only AMF Compensation for any Myrick Wireless Subscriber. Agent understands and agrees that Myrick Wireless Subscribers do not include any Subscribers originally activated on an Alltel price plan.

   In consideration for Agent receiving the AMF Compensation for the Myrick Wireless Subscribers, Agent will be charged back the amount of any Compensation paid Myrick Wireless for any Myrick Wireless Subscriber that terminates service within 180 days of activation. Additionally, Agent must always maintain 25 net postpay Activations of new Subscribers at each Assigned Location each and every month. In the event Agent does not achieve the MAL set forth in any given month, VZW reserves the right to forego payment of, or chargeback, AMF for Myrick Wireless Subscribers.

   AMF Compensation for Myrick Wireless Subscribers will continue to be paid for the period of time, if any, that each Myrick Wireless Subscriber remains a VZW Subscriber on and after the Effective Date of this Amendment; provided however, no AMF Compensation will be paid for any Myrick Wireless Subscriber in excess of thirty-six (36) months from each Myrick Wireless Subscriber's date of Activation. In addition, in the event Agent closes an Assigned Location and does not open a new approved Location within three (3) months, VZW may, in its sole discretion, reduce the base of Myrick Wireless Subscribers used to calculate Agent's AMF payment by the number of Myrick Wireless Subscribers Activated at the closed Assigned Location. In the event the Agreement expires or terminates for any reason, AMF payments for Myrick Wireless Subscribers shall cease. All of the terms in the Agreement regarding Compensation, including but not limited to chargebacks and set-offs, for all purposes and Activations, including without limitation Activations of Myrick Wireless Subscribers, shall also apply to the Myrick Wireless Subscribers.

   Agent shall be liable for all claims and actions arising in whole or in part from the Myrick Wireless Subscribers activated at the Assigned Locations under the outlet IDs listed above.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 00206

8. Agent may seek reimbursement of the funds that are available in Myrick Wireless' Co-op accrual account number 18282387AL as administered by VZW Authorized Co-op Administrator, less any outstanding claims that are in process to be paid or funds which have expired prior to the Effective Date of this Amendment (the "Myrick Wireless Co-op Funds") pursuant to the VZW Indirect Co-op Advertising Guidelines (the "Guidelines") located at www.vzwcoop.com.

9. Agent's rights and obligations under the Agreement shall apply in all respects to Agent's operation and business with respect to the Assigned Location(s), except as expressly amended or altered herein, and the Agreement shall remain in full force and effect, except as so amended or altered. For the avoidance of doubt, Agent's indemnity obligations under the Agreement shall include, without limiting it's already existing indemnity obligation, any Claim: (1) brought against the VZW Indemnitees as a result of Agent's relationships and transactions with Myrick Wireless or its Affiliates, personnel, employees, contractors, or subcontractors or (2) Losses to the extent that such Losses result from the alleged acts or omissions of Agent or its Affiliates, personnel, employees, contractors, or subcontractors with respect to Myrick Wireless or its Affiliates, personnel, employees, contractors, or subcontractors.

10. P Communications, Inc. and Krish V. Patel, Individually acknowledge and agree that they have conducted their own due diligence regarding all matters associated with this Amendment and the related circumstances and are not relying on any representations by Company.

11. No agreement, document or understanding between Agent and Myrick Wireless or between Agent and any third party may supersede the terms of this Amendment or the Agreement as it concerns the rights, duties and obligations between Agent and Company.

12. P Communications, Inc. and Krish V. Patel shall be jointly and severally liable for the fulfillment of the terms of this Amendment.

13. Agent represents and warrants that it is within its legal rights to authorize, execute and perform the terms of this Amendment and that no other agreements or obligations conflict with the terms of this Amendment.

14. This Amendment hereby modifies the Agreement, and the Agreement as so modified supersedes any and all prior writings or understandings between the parties, and this Amendment and the Agreement may not be modified further, except in writing and executed by all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Amendment pursuant to due authority and for purposes of this Amendment, the effective date shall be July 1, 2010 ("Effective Date").

Cellco Partnership
d/b/a Verizon Wireless

By: _____

Name: Paul M Foundoulis

Title: Regional President

Date: 6/14/2010

P Communications, a South Carolina corporation, d/b/a Wireless Communications

By: _____

Name: KRISH PATEL

Title: PRESIDENT

Date: 6/10/2010

Krish V. Patel, Individually

By: _____

Date: 6/10/2010

End of Amendment

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Termination of Verizon Wireless Agent Agreement
Between Verizon Wireless and Myrick Wireless

This Termination Agreement ("Termination Agreement") of the Verizon Wireless Agent Agreement No. CAR-SC003-2009 effective July 11, 2010 (the "Agreement") by and between Cellco Partnership d/b/a Verizon Wireless ("VZW"), Myrick Wireless Inc., a South Carolina corporation, dba Myrick Wireless, and Brad Myrick, individually (collectively "Agent"), is hereby amended as follows.

WHEREAS, VZW and Agent have previously entered into the Agreement referenced above; and

WHEREAS, Agent seeks to conclude its agent relationship with VZW; and

WHEREAS, P Communications Inc., a South Carolina corporation, d/b/a Wireless Communications, and Krish V. Patel, individually (collectively "Wireless Communications"), as an authorized agent under an agency agreement with VZW ("Wireless Communications Agreement"), seeks to acquire VZW authorization to operate the Assigned Location(s) (as defined herein) on the Effective Date under the Wireless Communications Agreement; and

WHEREAS, Agent agrees to release any rights, including any right to compensation, and to cease the marketing of VZW products and services and understands that Wireless Communications may obtain certain potential rights to compensation and the marketing and sale of VZW products and services at the Assigned Location(s);

NOW THEREFORE, In consideration of the mutual covenants herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Any capitalized term not defined herein shall have the meaning ascribed to it in the Agreement.

2. The Agreement is hereby terminated and Agent shall no longer market VZW products and services and shall not have rights to any compensation or to any payments from VZW whatsoever. However, those duties and obligations in the Agreement set out in Sections entitled: Relationship of the Parties, Confidentiality, Proprietary Information, Trade Secrets, Agent's Business Records, Licensed Marks, Post Termination or Expiration Obligations, Indemnification, Independent Investigation/Disclaimer of Representations, Limited Liability, Dispute Resolution and Escalation, and Waiver of Trial By Jury, and all subsections thereunder, shall survive the termination of the Agreement. For the avoidance of doubt, Agent's indemnity obligations under the Agreement shall extend to, without limiting any other indemnity obligation, any Claim: (1) brought against the VZW Indemnitees as a result of Agent's relationships and transactions with Wireless Communications or its Affiliates; personnel, employees, contractors, or subcontractors or (2) Losses to the extent that such Losses result from the alleged acts or omissions of Agent or its Affiliates; personnel, employees, contractors, or subcontractors with respect to Wireless Communications or its Affiliates, personnel, employees, or contractors.

3. Agent shall reasonably cooperate with Wireless Communications such that Wireless Communications will be able to operate the stores located below ("Assigned Location(s)") on the Effective Date:

Outlet ID	Street	City	State	Zip
99692	2101 Enterprise Drive	Marion	SC	29571
99694	2567 Broad Street	Sumter	SC	29150
99695	1974 Paxville Hwy	Manning	SC	29102
99696	1100 Dutch Fork Road, Suite L	Irmo	SC	29063
99697	3601 Richland Ave, Suite 701	Aiken	SC	29801

4. This entire Termination Agreement shall have no validity, force or effect upon the parties to this Termination Agreement until this Termination Agreement is executed by both parties. Agent acknowledges and agrees that it shall be responsible for any and all unpaid balances for Equipment purchased from VZW under the Agreement for Dymax account number CBD00005649. As of June 9, 2010, such balance was one hundred sixty seven thousand, thirty one dollars and seventy seven cents ($167,031.77). Dymax account number CBD00005649 will be placed on hold as of June 9, 2010,

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

preventing any further Equipment purchases to be placed on the account. The Dymax balance is to be satisfied in full with two separate deductions from the Agent's Compensation. One hundred thirteen thousand dollars ($113,000.00) will be offset from Agent's June Compensation payout for May Activations and another fifty four thousand thirty one dollars and seventy seven cents ($54,031.77) will be offset from Agent's July Compensation for June Activations. If Compensation is insufficient to satisfy any remaining balance, Myrick Wireless shall pay such balance in full no later than August 1, 2010.

5. Agent shall comply with the requirements of the Section of the Agreement entitled Post Termination or Expiration Obligations including but not limited to the following actions: (i) provide VZW with an updated list of names, addresses and all other relevant Information Agent possesses concerning Subscribers that Agent has Activated in the Area; (ii) settle all outstanding accounts with VZW including VZW Service charges and Equipment invoices within thirty (30) days following termination; (iii) refrain from advertising, directly or indirectly, that it was formerly an agent of, or in any way affiliated with, VZW; and (iv) cease to use any Number(s) provided to Agent as part of a demonstration service, which Numbers shall at all times be the property of VZW.

6. Upon termination of the Agreement, Agent's rights to receive any form of Compensation automatically cease, except for Compensation due to Agent at time of termination. Agent acknowledges that it shall have no right to any AMF which may accrue after the Effective Date of this Termination Agreement. As referenced in the Agreement, VZW may withhold payment of such Compensation then due for one hundred eighty (180) days or until all matters relating this termination of the Agreement are settled, whichever is longer and apply any such Compensation to offset amounts due to VZW by Agent. Provided Agent's Equipment balance is satisfied upon the July Compensation offset as referenced in Section 4 above, VZW will not withhold Agent's Compensation and Agent shall receive any remaining Compensation no later than August 31, 2010.

7. Myrick Wireless, Inc. and Brad Myrick acknowledge and agree that they have conducted their own due diligence regarding all matters associated with this Termination Agreement and the related circumstances and are not relying on any representations by VZW.

8. No agreement, document or understanding among Agent and Wireless Communications or between Agent and any third party may supersede the terms of this Termination Agreement or the Agreement as it concerns the rights, duties and obligations among Agent and VZW.

9. Myrick Wireless, Inc. and Brad Myrick shall be jointly and severally liable for the fulfillment of the terms of this Termination Agreement.

10. Agent represents and warrants that it is within its legal rights to authorize, execute and perform the terms of this Termination Agreement and that no other agreements or obligations conflict with the terms of this Termination Agreement.

11. Myrick Wireless, Inc. and Brad Myrick each hereby release and forever discharge VZW and all its parents and affiliates and successors from any and all claims, demands and actions that they have or may have in the future that are based upon, in whole or in part, events that occurred prior to the effective date of this Termination Agreement.

12. This Termination Agreement hereby modifies the Agreement, and the Agreement as so modified supercedes any and all prior writings or understandings between the parties, and this Termination Agreement and the Agreement may not be modified further, except in writing and executed by all the parties hereto.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Microsoft Outlook

From: krish patel <krishv.patel@hotmail.com>
Sent: Tuesday, August 12, 2008 11:00 AM
To: Pearson, Kelley
Subject: EMP INFO
Attachments: Agent Employee Plan.docx

Hey Kelley,

I attached a word document with (2) employee information to switch to the agent employee plans $10 - 1500.

Also my information for my agent demo line :

[redacted]

Let me know if you need anything else, Thank You!

Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

PLAINTIFF'S EXHIBIT
7/23/13
COOK 17 BLEW
PEARSON

Agent Employee Plan : $10-1500

1. P Communications, Inc
   Vijay Patel
   6, Gables Way Greenville, SC 29615
   864-288-6717 – H
   864-363-6767 – W
   [redacted]

   MTN – [redacted] (active Verizon account)
   ESN- [redacted]

   &

   MTN- [redacted] (active Verizon account)
   ESN- [redacted]

Microsoft Outlook

From: krish patel <krishv.patel@hotmail.com>
Sent: Tuesday, August 12, 2008 11:19 AM
To: Pearson, Kelley
Subject: DOCS
Attachments: scan0004.jpg; scan0003.jpg

Here you go, sorry for the confusion!

Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

CONFIDENTIAL

Agent Employee Plans

Request Date:

Account Manager Contact #	Kelley Pearson 864-420-9339

Agent Name	P. COMMUNICATIONS INC.
Name	VIJAY PATEL
Address	60, CABLES WAY
City	GREENVILLE
State	SC
Zip	29615
Home Phone	864-288-6717
Work Phone	864-363-6767
SSN	[redacted]
DOB	
DL # and State	
Type of MTN (City, State)	GREENVILLE, SC

Phone Info

ESN	[redacted]
Phone Type	VA DALE

(864) MTN - 363-6767

Rate Plan

[X]	Employee Plan $10 / 1500 Overage $.10, Unlimited N&W, Unlimited IN Calling MW Included, $.99 MB Rate Unlimited TXT Messaging 300 PIX / FLIX RBT - $0.00 (download $.99)
[ ]	$40 Unlimited Broadband Access

Features

- NA -

[ ]	$7.00 - VCAST	[ ]	Push To Talk 50% off retail
[ ]	Email & Web for Blackberry - 50% off retail		
[ ]	Blackberry - $29.99	[ ]	PDA / Smartphone - $29.99
[ ]	Roadside Assistance - $3.00		

Notes

Terms & Conditions for Payment of Charges

I, VIJAY PATEL, am fully responsible for the payment of charges for all services furnished including, but not limited to, all calls originated by or completed to the above mentioned account number and for the payment of all charges billed to the mobile number listed above including toll and roaming charges, if applicable. Payments received after the due date on the bill may incur late payment charges as specified by VZW and will be subject to account treatment. If payment is made by check or similar negotiable instrument that is returned by a bank for any reason, a returned check charge will apply. Also, I will pay any and all costs, fees, and expenses which VZW incurs to collect any charges from the above mentioned account, including without limitation all court costs, attorney's fees, and collection agency fees, and commission.

To establish a new account, form must be completed and returned to your Account Manager. By providing your information you agree to allow VZW to run a credit check.

Agent Employee Signature VP

Date 8-12-08

VZW 00585

CONFIDENTIAL

Agent Employee Plans

Request Date:

Account Manager Contact #	Kelley Pearson 864-420-9339

Agent Name	T COMMUNICATIONS INC
Name	VIJAY PATEL
Address	6 CABLES WAY
City	GREENVILLE
State	SC
Zip	29615
Home Phone	864-233-6117
Work Phone	864-270-4570
SSN	[redacted]
DOB	
DL # and State	
Type of MTN (City, State)	GREENVILLE-SC

Phone Info

ESN	[redacted]
Phone Type	LG DECOY

MTN 864-270-4570

Rate Plan

X	Employee Plan $10 / 1500 Overage $.10, Unlimited N&W, Unlimited IN Calling MW Included, $.99 MB Rate Unlimited TXT Messaging 300 PIX / FLIX RBT - $0.00 (download $.99)
	$40 Unlimited Broadband Access

Features				
- NA -		$7.00 - VCAST		Push To Talk 50% off retail
		Email & Web for Blackberry - 50% off retail		
		Blackberry - $29.99		PDA / Smartphone - $29.99
		Roadside Assistance - $3.00		

Notes

Terms & Conditions for Payment of Charges

I, VIJAY PATEL, am fully responsible for the payment of charges for all services furnished including, but not limited to, all calls originated by or completed to the above mentioned account number and for the payment of all charges billed to the mobile number listed above including toll and roaming charges, if applicable. Payments received after the due date on the bill may incur late payment charges as specified by VZW and will be subject to account treatment. If payment is made by check or similar negotiable instrument that is returned by a bank for any reason, a returned check charge will apply. Also, I will pay any and all costs, fees, and expenses which VZW incurs to collect any charges from the above mentioned account, including without limitation all court costs, attorney's fees, and collection agency fees, and commission.

To establish a new account, form must be completed and returned to your Account Manager. By providing your information you agree to allow VZW to run a credit check.

Agent Employee Signature

Date 5-12-06

VZW 00586

Microsoft Outlook

From: Pearson, Kelley
Sent: Tuesday, August 12, 2008 11:33 AM
To: 'krish patel'
Subject: RE: DOCS

Thanks! Hold on to those hard copies, I need them to keep on file because of the signature.

From: krish patel [mailto:krishv.patel@hotmail.com]
Sent: Tuesday, August 12, 2008 11:19 AM
To: Pearson, Kelley
Subject: DOCS

Here you go, sorry for the confusion!

Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

Microsoft Outlook

From: Cook, Patricia L
Sent: Wednesday, May 13, 2009 2:23 PM
To: 'krish patel'
Cc: Pearson, Kelley
Subject: Premium Agent Status

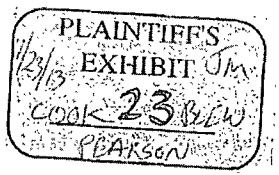
I sent a request to Area with all docs today asking for approval to move forward, with an urgent status.

I'll let you know as soon as I hear something. I apologize for the delay. I can't even begin to explain how busy we have been.

Krish do you have the lease for the 5 location yet?

Thanks,
Patricia Cook
Sales Operations Consultant, Indirect ∫Car/Tn
Taking the BIGGEST to the BEST!
864.987.2836 office ∫864.238.1668 cell ∫ 864.254.1485 fax

The information contained in this message and any attachment may be proprietary and confidential. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it from your computer. Thank you.



Microsoft Outlook

From:	Krish Patel <krish.patel@wcvzw.com>
Sent:	Tuesday, February 16, 2010 10:38 AM
To:	Pearson, Kelley; Cook, Patricia L
Cc:	Butler, Tim; Blew, Tammy C
Subject:	Compensation Plan
Attachments:	Comp Plan Letter 2010.docx

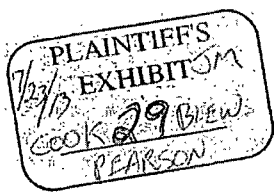
Please see the attached letter.

Thank You,

Krish Patel - Director of Operations

Wireless Communications
Verizon Wireless Retailer

864-275-5605- Direct
864-282-8050- Office
864-282-8550- Fax



CONFIDENTIAL

Wireless Communications

February 15th, 2010

To: Verizon Wireless,

Attn: Kelley Pearson/Patricia Cook/Tim Butler

Kelley,

After extensive review with my accountant and attorney, I believe it is in the best interest of Wireless Communications to change to non residual compensation. In July of 2009 our company decided to move forward with the residual compensation with high expectations of future value of 4% over 36 month period. At the time this seemed to be a good model.

However, with Verizon Wireless new competitive plan pricing it hinders our ability to maximize on high tier pay outs. The ability to reach the High tier payout is the minority of the monthly results and almost unattainable with the new pricing set forth by Verizon Wireless. The new unlimited plan of $69.99 is the best plan in the industry. Unfortunately, for a single line customer that's the highest tier category we could hit compensation on.

Over the past 8 consecutive months we have lost the ability to collect approximately $40,000. That amount is the difference of payout between the two compensation plans. Based on our trend, we would put at risk up to $120,000 of lost compensation. The 4% residual only is a gain after 24 months of service on the top tier payouts. The $9.99 add a line accounts up to 56% of our activations. On the current plan it's a loss regardless if received 4% over 36 months.

We understand that retaining customer base and high plan activations is key to maximizing revenue. Our focus will still stand hand and hand with that concept with non residual compensation.

I would like to request that we continue to receive our residual compensation for the allowable term from July 2009 through the change date.

The last request I have is about 180 charge back loss of equipment. I have spoken to some retailers in Ohio. One agent told me they were on a pilot program. Verizon asked them to remove their secondary agreement of equipment ETF to avoid a negative "stereo type" of authorized retailers. In return they receive a deduction of $50.00 per charger back on new or upgrades. This way the agent retailer does not have to worry about making the customer sign a secondary agreement.

I appreciate your time in advance and continued support. We look forward to hearing back from you.

Sincerely,

Krish Patel

Microsoft Outlook

From: Cook, Patricia L.
Sent: Tuesday, February 23, 2010 2:12 PM
To: 'Krish Patel'; Pearson, Kelley
Cc: Butler, Tim; Blew, Tammy C
Subject: RE: Compensation Plan

Krish,
I just received word that we are preparing to send a communication to the our agent principals about a compensation change and new spiffs for March and April. This is a result of rate plan change we recently made.

The communication is expected in the next day or so, therefore I am placing this request on HOLD until you have the opportunity to review those changes. You will have be able to review both, the residual and non-residual, compensation plans to determine which plan better meets needs.

The planned change is effective May 1, 2010.

I will be in touch when the information is available.

PROVE Biggest Best

Thank you,
Patricia Cook

From: Krish Patel [mailto:krish.patel@wcvzw.com]
Sent: Tuesday, February 16, 2010 10:38 AM
To: Pearson, Kelley; Cook, Patricia L
Cc: Butler, Tim; Blew, Tammy C
Subject: Compensation Plan

Please see the attached letter.

Thank You,

Krish Patel - Director of Operations

Wireless Communications
Verizon Wireless Retailer

864-275-5605- Direct
864-282-8050- Office
864-282-8550- Fax

Microsoft Outlook

From: Cook, Patricia L
Sent: Friday, April 23, 2010 11:15 AM
To: 'krish patel'
Cc: Pearson, Kelley; Blew, Tammy C
Subject: Compensation effective - May 1, 2010
Attachments: P Comm dba Wireless Comm 4.23.10.pdf

Krish
Attached is the Exhibit B schedule 1, for non-residual compensation that is effective May 1, 2010 for P Communciations. Please print a copy and place it with your Agency Agreement, it replaces the existing Ex B Schedule 1 in your agreement.

Let me know if you have any questions

PROVE Biggest Best

Thank You!
Patricia

From: krish patel [mailto:krishv.patel@hotmail.com]
Sent: Monday, April 05, 2010 3:56 PM
To: Cook, Patricia L
Subject: RE: May 1 Comp

Dear Patricia,

Wireless Communications would like to move back to non-residual compensation plan. Please make these changes effective asap. We would like to keep our residual base revenue as discussed.

If you need anything else please let me know.

Krish Patel - Director of Operations

Wireless Communications
Verizon Wireless Reseller

864-275-5605- Direct
864-282-8050- Office
864-282-8550- Fax

1

PLAINTIFF'S EXHIBIT
7/23/13
COOK 31 BLEW
PEARSON

This communication, including any attachment(s), may contain privileged, confidential, or private information intended for a specific individual and purpose, and is protected by law. If you are not the person for whom this information is intended, please delete it, destroy any attachment, notify me immediately, and do not copy, use, or send this message or attachment to anyone else.

From: Patricia.Cook@VerizonWireless.com
Subject: May 1 Comp
Date: Mon, 5 Apr 2010 13:13:41 -0400
To: krishv.patel@hotmail.com

<<may 1 comp.xls>>
Krish
If you would like to change to the non-residual comp please let me know and I'll take care if it.
Patricia

The information contained in this message and any attachment may be proprietary, confidential, and privileged or subject to the work product doctrine and thus protected from disclosure. If the reader of this message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify me immediately by replying to this message and deleting it and all copies and backups thereof. Thank you.

Microsoft Outlook

From:	Cook, Patricia L
Sent:	Tuesday, April 27, 2010 8:38 AM
To:	'krish patel'
Cc:	Blew, Tammy C; Pearson, Kelley
Subject:	Amendment No 4 - Wireless Comm Comp Change 5 1 10
Attachments:	Amendment No 4 P Comm Wireless Comm Comp Change 5 1 10.pdf; P Comm dba Wireless Comm 4 23 10.pdf

Krish

Attached you will find the Amendment No. 4 and the Schedule 1 of the Exhibit B needed to complete the compensation change from Residual Compensation to Non-residual Compensation effective May 1, 2010.

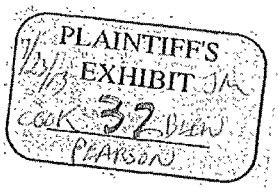
Once you have read the Amendment and Schedule 1, and agree to the all the terms, please print two copies of each document. Sign each Amendment on the signature page for P Communications and yourself as the owner.

You may drop them off at our office or mail them back to me, whichever is most convenient to you. I do urge you to return them as quickly as possible to ensure processing for May 1, 2010.

If you have any questions, you may call me at 864-987-2836.

Thanks you,

Patricia Cook



Contract No. CAR-SC007-2008

EXHIBIT B - Schedule 1
AGENT COMPENSATION PROGRAM
EXCLUSIVE AGENT
P.Communications d/b/a Wireless Communications
CAROLINA/TENNESSEE REGION

Chart 1 - Activations of Postpay Service – 1 Yr., 2 Yr. & Month To Month Agreements

		1-Year	2-Year	Month to Month
Tier 1	$9.99-$20.98	$160	$190	$50
Tier 2	$20.99-$50.98	$165	$225	$80
Tier 3	$50.99-$69.98	$210	$270	$100
Tier 4	$69.99-$89.98	$220	$280	$105
Tier 5	$89.99-$99.98	$240	$300	$110
Tier 6	$99.99+	$270	$330	$120

Month to Month Activation Elements

1	Does not count towards Ex B Minimum Activation Levels or MDF/Buildout Activation requirements
2	Does not Qualify for Co-op Accruals
3	Does not get paid any type of Bonus nor count towards any Bonus Attainment targets

*Former Chart 2A is now incorporated into Chart 1

Chart 3 – Optional Services and New Activation or Upgrade of Eligible Smartphone Device

Monthly Price for Optional Services*	Commission
$.99 - $4.98	$3
$4.99 - $9.98	$10
$9.99 - $19.98	$15
$19.99+	$20
Multi Media Transport Feature ($9.99/25MB & $29.99 UL transport); 1& 2 Yr. Contracts	$20
Smartphone Mail (1 & 2 Yr. Contracts)	$30
New Activation or Upgrade of Eligible Smartphone Device (1 & 2 Yr. Contracts)	$185

Eligible Smartphone devices are posted in the Store Owner Role Tab in InfoCenter

Chart 4 – Upgrades

		1-Year	2-Year	Month to Month
Tier 1	$9.99-$20.98	$110	$160	N/A
Tier 2	$20.99-$50.98	$110	$180	N/A
Tier 3	$50.99-$69.98	$110	$200	N/A
Tier 4	$69.99-$89.98	$110	$220	N/A
Tier 5	$89.99-$99.98	$110	$240	N/A
Tier 6	$99.99+	$110	$255	N/A

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Contract No. CAR-SC007-2008

Chart 5 – New Every Two® Upgrades

		Pre 2/5/06 NE2 Enrollments	Post 2/5/06 NE2 Enrollments
Tier 1	$9.99 - $34.98	$0	$0
Tier 2	$34.99 - $44.98	$50	$30
Tier 3	$44.99 - $54.98	$50	$30
Tier 4	$54.99 - $79.98	$50	$30
Tier 5	$79.99 +	$50	$50

Chart 6 – Co-op Amount

Co-op Amount
$25

Chart 7 - Activations of Prepay Service and Replenishment

Activation Commission
$40.00/new Activation

Chart 8 - Prepay Service Replenishment

Replenishment
12%

Chart 9 – Prepay Service Administrative Fee

Administrative Fee
$35.00

Chart 10 - Volume Bonus

Monthly Net Postpay Activation Volume Tiers	Volume Bonus
0-74	$0
75-150	$10.00
151-300	$15.00
301-500	$20.00
501-800	$25.00
801-1000	$30.00
1001+	$35.00

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Agreement No. CAR-SC007 - 2008

AMENDMENT NO. 4 to
Exclusive Authorized Agency Agreement

This Amendment No. 4 ("Amendment") to the Exclusive Authorized Agency Agreement No. CAR-SC007-2008 by and between Cellco Partnership dba Verizon Wireless ("Verizon Wireless"); P Communications, Inc. a South Carolina company, doing business as Wireless Communications ("Authorized Agent"), and Krish V. Patel, individually as principal (both individually and collectively "Authorized Agent") ("Agreement") is made and entered into by and between Verizon Wireless and Authorized Agent and shall amend the Agreement as follows:

WHEREAS, Verizon Wireless and Authorized Agent entered into the Agreement effective July 18, 2008 pursuant to which Authorized Agent provides Verizon Wireless with certain services in the Areas/Locations as referenced in Exhibit A to the Agreement:

WHEREAS, Authorized Agent currently receives Residual Compensation as part of its Compensation structure and desires to receive, beginning May 1, 2010, Compensation without Residuals (which includes higher Activation Commission than Residual Compensation), and continue to receive Compensation without Residuals from that date through the remainder of the Term of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Exhibit B COMPENSATION PROGRAM EXCLUSIVE AGENT – CAROLINAS/ TENNESSEE REGION in the form attached hereto shall replace Authorized Agent's Exhibit B currently in effect beginning May 1, 2010.

2. Authorized Agent agrees to continue to service and maintain its existing Subscribers that had been previously serviced and maintained by Authorized Agent prior to the Effective Date of this Amendment (the "Pre May 2010 Subscribers"). Authorized Agent understands and agrees that Verizon Wireless reserves all rights with respect to all Subscribers, including without limitation the right to service and maintain the Pre may 2010 Subscribers pursuant to Section 2.3 of the Agreement.

3. Authorized Agent shall continue to receive four percent (4%) Residual Compensation as provided in pre May 1, 2010 Exhibit B of the Agreement for the Pre May 2010 Subscribers activated prior to the Effective Date of the Amendment.

4. All of the terms in the Agreement regarding expiration and termination of Residuals shall also apply to the Residual Compensation for the Pre May 2010 Subscribers. Residual Compensation for the Pre May 2010 Subscribers will continue to be paid for the period of time, if any, that each Pre May 2010 Subscriber remains a Verizon Wireless Subscriber on and after the Effective Date of this Amendment; provided however, no Residual Compensation will be paid for any Pre May 2010 Subscriber in excess of thirty-six (36) months from each Pre May 2010 Subscriber's date of Activation. All of the terms in the Agreement regarding Compensation, including but not limited to chargebacks and set-offs, for all purposes and Activations, shall apply to the Pre May 2010 Subscribers.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

5. Except as specifically amended herein, the remaining terms of the Agreement shall remain in full force and effect. Specifically, and without limitation, Verizon Wireless retains the right to make changes to Compensation as permitted under the Agreement.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment pursuant to due authority and for purposes of this Amendment, the effective date shall be **May 1, 2010** ("Effective Date").

Cellco Partnership dba Verizon Wireless

By:_____

Name: Jerald M. Fountain

Title: Region President

Date: _____

P Communications, Inc dba Wireless Communications

By:_____

Name: Krish V. Patel

Title: President

Date: _____

Krish V. Patel, Individually as Principal

By:_____

Date: _____

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

#200

verizonwireless

STATEMENT

Date:	1/13/2010
Account:	000209425-5
Page:	12

VERIZON WIRELESS
130 WASHINGTON VALLEY ROAD
BEDMINSTER NJ 07921

(908) 306-4863 Ext. 0000

WIRELESS COMMUNICATIONS, INC.

Document No.	Date	Code	Description	Amount	Balance
RTN0558171	12/31/2009	RTN	RTN0558171	($350.00)	129,410.60
IN92697602	12/31/2009	SLS	INV2697602	$379.07	129,391.60
PYMT0344401	12/31/2009	PMT	[illegible]	($61,543.60)	($2,852.00)
INV2100712	12/31/2009	SLS	INV2100712	$20.00	($2,832.00)
INV2102645	12/31/2009	SLS	INV2102645	$2,855.00	$123.00
INV2102652	12/31/2009	SLS	INV2102652	$9,567.00	$9,690.00
INV2102653	12/31/2009	SLS	INV2102653	$3,567.00	$7,257.00
INV2102675	12/31/2009	SLS	INV2102675	$2,648.00	$10,805.00
INV2102543	12/31/2009	SLS	INV2102543	$7,654.00	$18,459.00
INV2104345	12/31/2009	SLS	INV2104345	$325.00	$18,784.00
INV2105553	12/31/2009	SLS	INV2105553	$105.00	$18,889.00
INV2105701	12/31/2009	SLS	INV2105701	$278.25	$19,167.25
INV2106525	12/31/2009	SLS	INV2106525	$1,902.00	$21,069.25
INV2106533	12/31/2009	SLS	INV2106533	$1,062.00	$22,131.25
INV2106557	12/31/2009	SLS	INV2106557	$1,593.00	$23,724.25
INV2106404	12/31/2009	SLS	INV2106404	$3,779.00	$27,503.25
INV2106467	12/31/2009	SLS	INV2106467	$164.00	$27,667.25
RTN0583302	12/31/2009	RTN	RTN0583302	($146.00)	$27,521.25
RTN0583303	12/31/2009	RTN	RTN0583303	($727.00)	$26,794.25
RTN0583304	12/31/2009	RTN	RTN0583304	($727.00)	$26,067.25
RTN0583305	12/31/2009	RTN	RTN0583305	($450.00)	$25,617.25
RTN0583306	12/31/2009	RTN	RTN0583306	($340.00)	$25,277.25
RTN0583307	12/31/2009	RTN	RTN0583307	($477.00)	$24,795.25
				Amount Due:	$24,795.25

Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	91+ Days Past Due	Total
$24,795.25	$0.00	$0.00	$0.00	$0.00	$24,795.25

Codes: EAS = Equipment Activation; ECP = Extended Contract Program; DIS = Discount; FCH = Feature Charges; SVC = Service/Repairs; WARR = Warranties; CHI = Credit Issued; RTN = Returns; PMT = Payments

PLAINTIFF'S EXHIBIT
7/2/13
COOK 36 BROWN PEARSON

Kaj 000949

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

COURT OF COMMON PLEAS

PANKAJ PATEL, INDIVIDUALLY AND DERIVATIVELY ON BEHALF OF NOMINAL DEFENDANT, VP ENTERPRISES, INC.

Plaintiff,

vs.

CASE NO. 2011-CP-23-7338

KRISH PATEL, VIJAY PATEL, AND P COMMUNICATIONS, INC.,

DEFENDANTS,

-AND-

VP ENTERPRISES, INC.,

NOMINAL DEFENDANT.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

COURT OF COMMON PLEAS

CORBY PHILLIPS,

Plaintiff,

vs.

CASE NO. 2011-CP-23-7974

KRISH PATEL, VIJAY PATEL, KEITH R. GAILEY, AND P COMMUNICATIONS, INC.,

Defendants.

VIDEOTAPE
30(b)(6) DEPOSITION OF: PATRICIA L. COOK
TAMMY C. BLEW
KELLEY PEARSON

A. WILLIAM ROBERTS, JR., & ASSOCIATES

Fast, Accurate & Friendly

Charleston, SC	Hilton Head, SC	Myrtle Beach, SC
(843) 722-8414	(843) 785-3263	(843) 839-3376
Columbia, SC	Greenville, SC	Charlotte, NC
(803) 731-5224	(864) 234-7030	(704) 573-3919

DATE: July 23, 2013

TIMES: PATRICIA L. COOK: 1:22 PM
TAMMY C. BLEW: 2:48 PM
KELLEY PEARSON: 3:42 PM

LOCATION: Law Offices of James R. Gilreath
110 Lavinia Avenue
Greenville, SC

TAKEN BY: Counsel for the Plaintiff

REPORTED BY: JEANNE M. MCLAREN
Registered Merit Reporter

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF
PANKAJ PATEL, INDIVIDUALLY AND
DERIVATIVELY ON BEHALF OF NOMINAL
DEFENDANT, VP ENTERPRISES, INC.:

THE GILREATH LAW FIRM, P.A.
BY: JAMES R. GILREATH
WILLIAM M. HOGAN
110 Lavinia Avenue
Greenville, SC 29601
(864) 242-4727
jim@gilreathlaw.com
bhogan@gilreathlaw.com

-AND-

APPEARANCES CONTINUED:

THE CAROLINA LAW GROUP
BY: MONTY D. DESAI
910 E. Washington Street
Greenville, SC 29601
(864) 312-4444
monty@thecarolinalawgroup.com

ATTORNEYS FOR THE PLAINTIFF
CORBY PHILLIPS:

WHETSTONE PERKINS & FULDA, LLC
BY: CHARLES W. WHETSTONE, JR.
601 Devine Street
"In the Vista"
Columbia, SC 29201
(803) 799-9400
cwhetstone@attorneyssc.com

ATTORNEYS FOR THE DEFENDANT
KRISH PATEL:

METCALFE & ATKINSON
BY: HANNAH ROGERS METCALFE
9 Toy Street
Greenville, SC 29601
(864) 214-2340
hmetcalfe@malawfirm.com

Also Present: Thomas L. Stephenson, Esquire, Laura Ashby, Esquire, Pankaj Patel, Krish Patel

(INDEX AT REAR OF TRANSCRIPT)

STIPULATION

It is stipulated by and among Counsel that this deposition is being taken in accordance with the South Carolina Rules of Civil Procedure, Rule 30; that all objections as to Notice of this 30(b)(6) deposition are hereby waived; that all objections except as to form are reserved until the time of trial; and that the deponents reserves reading and signing of their depositions.

* * * * * * * * *

(PLF. EXHS. 1 - 52, documents from Verizon Wireless, were premarked for identification.)

THE VIDEOGRAPHER: We're on the video record at 1:22:53 to videotape the 30(b)(6) depositions of Patricia Cook, Tammy Blew and Kelley Preston [sic] in the matter of Panaj [sic] Patel, et al., plaintiffs, versus Krish Patel, et al., defendants; case number 2011-CP-23-7338 in the State of South Carolina, County of Greenville, in the Court of Common Pleas. This hearing is being held at the Gilreath Law Firm in Greenville, South Carolina. Today is Tuesday July 23rd, 2013. I am Steve Godsey, a certified legal video specialist. And the court reporter is

Jeanne McLaren. We are both from A.W. Roberts, Jr., and Associates.

Counsel would please identify themselves for the record.

MR. GILREATH: Jim Gilreath, counsel for the plaintiff.

MR. HOGAN: Bill Hogan, counsel for plaintiff, Kaj Patel.

MR. WHETSTONE: Charles Whetstone, attorney for Corby Phillips, plaintiff.

MR. DESAI: Monty Desai representing Kaj Patel, the plaintiff.

MS. METCALFE: Hannah Rogers Metcalfe, the defendant, Krish Patel.

MS. ASHBY: Laura Ashby, attorney for the witness, Verizon Wireless.

MS. METCALFE: And before we begin, can we make it clear for the record this has also been noticed as a deposition 30(b)(6) for the companion case filed by Mr. Phillips?

MR. GILREATH: Correct.

MR. STEPHENSON: That's correct.

THE VIDEOGRAPHER: Will the court reporter please swear in the witness.

(Witness Patricia Cook for the 30(b)(6)

is sworn.)

MR. GILREATH: And I want the same objection we had on the other one about --

MS. ASHBY: And my same response as well.

MR. WHETSTONE: All -- all of us.

(Reporter's Note: The following quoted material was originally contained in Ms. Patricia Cook's individual deposition.)

"MR. GILREATH: I just want to put on the record a statement that I kind of said off the record before we started that the -- Ms. Ashby, right?

MS. ASHBY: Yes.

MR. GILREATH: -- from Atlanta is here representing the three witnesses individually, and I guess in the 30(b)(6) capacity. And I informed her that to the extent she makes any objections -- maybe she won't make any if I ask good questions, but I seem to always provoke objections. Mr. Stephenson might want to say something about that.

But anyway, I just want to put a standing -- so I don't have to do it every time -- a standing objection on the record that I object to her making any objections or, for that matter,

participating in the deposition since she is not a licensed South Carolina attorney. I'll just put that on the record.

MS. ASHBY: And that's fine. And I'll just put on the record as well: I sent you all a letter July 12th, 2013, informing you that I would be here to represent and advise the individual witnesses as well as Verizon Wireless 30(b)(6), and I did not hear any objections until the objection that was made just now. Just put that on the record as well.

MR. GILREATH: Well, you --

MR. WHETSTONE: I join in that objection. And I would also note for the record that you, Ms. Ashby, have made no motion to be admitted pro hac vice, and you are not a South Carolina attorney. So I join in his objection, and it is a standing objection. Thank you."

PATRICIA L. COOK (30(b)(6) WITNESS)
being first duly sworn, testified as follows:

EXAMINATION

BY MR. GILREATH:

Q. This is the 30(b)(6) deposition of Verizon Wireless pursuant to a 30(b)(6) notice

issued by the plaintiff on June 7th, 2013, which had nine different items. And it's my understanding, based on a letter that I got from Ms. Ashby dated July the 12th, she has designated several different witnesses on each one of these, and then on topic 1, it is Patricia Cook.

What I propose to do is I will cover -- since Ms. Cook is here, and she needs to leave and go pick up her child -- we want to get her out as quick as we can, so I'm going to go through the ones she's been designated on. And then I'll come back and pick up the rest of them after we maybe eat a little lunch.

So with that being said, Ms. Cook, you have been designated to testify on behalf of your employer, Verizon Wireless -- or Cellco Partnership dba Verizon Wireless on -- the first topic, number 1, which is, quote: Rejection of the Agent Application of VP Enterprises, Inc., including but not limited to the person most knowledgeable about the reasons for the rejection.

My first question to you would be: What did you do to prepare yourself to testify on that subject for this deposition?

A. I spoke with Laura Ashby.

Q. Were you shown any documents?

A. I was provided documents. I don't know exactly what they were. The document that I read was the subpoena for me to be here today and what the topics were.

Q. All right. Well, you understand Verizon Wireless is a corporation. It's not a human being. It can't talk. So the only way I can talk to it is through you. And so you are speaking for the corporation, and anything you said will be binding on the corporation from my viewpoint. And my question to you is: Do you feel like you are prepared to tell me all of the reasons why this corporation, Verizon Wireless, rejected the Agent Application of VP Enterprises, Inc.? Are you prepared to tell me everything that everybody in Verizon knows about that?

A. Yes.

Q. All right.

A. Not detailed information as to -- not --

Q. Why not detailed? Because I'm entitled to detailed information. I don't understand why.

A. I don't have the background checks for the individuals. If we have all of the background checks, I can review that, but this was done years

ago. And I don't -- I don't have access to all of those files.

Q. Well, let me tell you something. My position is that you -- and the law, I think, is pretty clear on this -- that what I want to find out about -- if you don't know it, then you or your lawyer or somebody with Verizon has got to go back and find that information and get you up to speed on it so you can come in here and tell me all of the down and dirty details on why this application was rejected. And I'm also entitled to all of the documents that are related to that, none of which have yet been produced to me by Verizon in their latest production. So have you -- are you telling me that you're not really prepared to testify about that today?

A. I can tell you that the application was denied based on nondisclosure. I cannot give you the specifics related to nondisclosure other than there was information on the background check that was not indicated on the Agent Application.

MS. ASHBY: And let's -- I mean, if you want to go ahead and ask her the questions, let's do that. I think that will give an understanding --

MR. GILREATH: Okay.

MS. ASHBY: -- of what she knows. And as far as the documents, as I said before, it's my understanding that we've produced everything that you've requested. If there's something that you feel has not been produced, I'm happy to sit with you right here today and figure out what that is. But my understanding is everything's been produced.

MR. GILREATH: Well, I want to tell you that I don't have one shred of paper that has -- not one e-mail, no nothing, no memos, no e-mails, no anything, that talks about why this thing was rejected. The only thing I've got is a letter. Now, I believe that under the rules of discovery, I am entitled to get to the bottom of why it was rejected. And you, in turn, are obligated, under the rules of 30(b)(6), to educate a witness and tell her why it was rejected and let her come in here and tell me so that I can bind the corporation on why it was rejected. And I'm going to ask her some questions, but I'm beginning to believe that you have not yet met your obligation under the provisions of Rule 30(b)(6).

MS. ASHBY: Well, you haven't asked --

MR. GILREATH: Maybe I'm wrong.

MS. ASHBY: -- any questions yet, so

please go ahead and ask the question. I think we're getting ahead of ourselves.

MR. GILREATH: Maybe she'll satisfy me, but I'm not -- I'm not feeling real good about it right now.

BY MR. GILREATH:

Q. All right. You said it was rejected for nondisclosure?

A. Yes, sir.

Q. Nondisclosure of what?

A. Information on the background check. When I run a background check on an individual, no information can come back that was not disclosed on the application. If they say they've not been involved in any litigation, any criminal offenses or that sort of thing and I find it, that's reason for rejection.

Q. All right. Well, what -- what did you find that led Verizon to reject this application? What was not disclosed and on -- and who -- and which person? We've got two people on there: Kaj Patel and Vijay Patel. Let's start with Vijay. What was not disclosed or mis-disclosed or misrepresented as far as Vijay Patel was concerned?

A. As -- what I remember and what I saw on

the background check, was a shoplifting charge. I don't know what the results were of that shoplifting charge. And then I believe there was a -- an open container charge.

As far as the other -- the other gentleman, I recall that -- I believe that both of them had something on their background check, but I -- I can't recall exactly what it was.

Q. Well, that ain't a good enough answer for me in this deposition, ma'am, I'm going to tell you. If there's -- what you said as far as Vijay, I'm probably all right with that because I've got the documents. But now you're talking about the other gentleman, which I think you're saying is Kaj Patel?

A. Yes, sir.

MR. GILREATH: Now, I want to know on behalf of Verizon Wireless -- if they rejected this because of anything to do with Kaj Patel, I want to know exactly what it was, and I want to see those documents.

And I'm going to hold you -- I'm going to make a motion to compel and seek sanctions in front of the Judge for you all to comply with this -- with this. You're under an obligation under

the rules of 30(b)(6)). And I know that your firm knows this because I've had some dealings with your firm. And they're supposed to go out and educate this lady and show her the documents and refresh her memory or either tell her -- she doesn't even have to know anything about it.

But she's got to come in here -- and she's speaking for the corporation, and she's got to tell me exactly what was it that was a problem with Kaj Patel because this is all -- the first time I have heard that there was any problem with Kaj Patel. And I -- I think, according to a note that was just handed to me, that when she was testifying individually that she said there was only one problem with one individual. And -- and -- so my question is: Was there a problem with both individuals or with one individual?

BY MR. GILREATH:

Q. Do you know?

A. No, sir.

Q. You don't know?

A. No, sir. My -- to the best of my recollection, it was both individuals.

Q. Your recollection is not good enough for me, ma'am. I'm sorry.

A. Okay.

Q. You -- your lawyer and this mammoth corporation called Verizon Wireless is supposed to, under the rules we operate here in South Carolina, to come in here and tell me exactly why. I'm entitled to know that, and I'm very upset that I don't know it. And so if you're telling me you don't know, that's fine. We'll file the appropriate motion, and this motion -- this part of the deposition will be continued. I'm not going to put up with that. I mean --

MS. ASHBY: I don't know if you've asked her any questions that are asking her what she knows about this. I --

MR. GILREATH: It's not what she knows, ma'am. It's what the corporation knows. I don't care what she knows. I want to know what the corporation knows. I don't care if -- you can bring whoever from the corporation in here, but when they testify, they're going to be saying: This is the reason we rejected that application, and these are the exact reasons. And here are the documents. And you're supposed to give me the documents. And I don't have any documents, either. I'm complaining about that.

So if you don't know, that's fine. We'll -- we'll make sure the Judge explains it to you when you come over here. You're going to have to get you a lawyer to come over here and sit in on this deposition because you ain't going to get in there until you're admitted pro hac vice. And I'm going to probably oppose your application because of what's already happened. But that's neither here nor there. I'm just -- I am entitled to know. I've made my speech.

BY MR. GILREATH:

Q. If you don't know, you don't know; is that correct?

A. That's correct.

Q. You don't know? Okay. Then --

MS. ASHBY: Well, you keep saying that there are documents that you have not received. I say again that it is my understanding that we have produced everything you've asked for. I understand there was a -- an original subpoena. There were three -- two document subpoenas served in this case. The second subpoena was asking about the P Communications application file. I'm not sure if you've ever requested the application file for VP Enterprises. If there are documents that you

want to look through, I'm happy to sit with you today and go over those documents, and we can put them in front of the witness. And --

MR. GILREATH: That's not my -- that's not my job, ma'am. My job is to give you a notice and to bring somebody in here to tell me and testify on behalf of Verizon regarding the rejection of an Agent Application of VP Enterprises including but not limited to the person most knowledgeable about the reasons for the rejection. And she can't -- she's -- she just told me on the record she can't do that.

MS. ASHBY: Well, I think she has --

MR. GILREATH: It's not properly --

MS. ASHBY: -- answered and answered why it was rejected. I think she has answered that.

MR. GILREATH: No. No, she hasn't. She's -- she's dancing around -- she's -- she's giving me, I think, a good enough answer on one of the people. But she keeps trying to talk about that there was -- there was a problem with the other one -- or she thinks there was one, but she doesn't know. And nobody's -- there's no document. I'll tell you, I got no document from you that says that there was any problem with Kaj Patel. And I don't

like -- and I don't appreciate the fact that somebody's trying to throw something up on him here at the last minute when I haven't seen any documents. And then you've got a witness that can't even testify about what or what not there was a problem with Kaj. She maybe thinks there was, but that ain't good enough.

So I don't know -- she's already told me that she doesn't know. So -- and you had a duty to -- I don't care -- bring somebody in here that did. So --

MS. ASHBY: Well, sir, I'm sitting here --

MR. GILREATH: -- we'll see you in front of Judge Miller on this.

MS. ASHBY: -- right now and telling you we've got documents. I'll be happy to go over them with you. If you want to go off the record for a second and look at these documents, we can refresh her recollection.

MR. GILREATH: That's not my --

MS. ASHBY: She's testified --

MR. GILREATH: That's not my duty, ma'am. You're supposed to get the documents. I don't even have all the documents. I've got --

MS. ASHBY: Because I have --

MR. GILREATH: I don't have one shred of paper. I don't have one e-mail about a problem with this.

BY MR. GILREATH:

Q. Now, let me ask you this, ma'am.

A. Yes, sir.

Q. Do you know whether there are any e-mails that exists about this rejection?

A. The e-mail that I know should exist are individual PDFs attached to an e-mail that was sent to Deborah Lachley that says: Please find attached background information on requested principals of -- of the agent name, and I list the principals out.

MR. GILREATH: Well, and we got -- and we showed to you this morning -- I think it's Exhibit 10A, which is an arrest warrant involving a shoplifting charge, maybe an open container too -- on Vijay Patel. Do you remember that document?

A. Yes, sir.

Q. And there's also an open container. But my question to you is: Is there a document that you're aware of or that you've seen in preparation for this deposition, that has anything to do with Kaj Patel and why you would have rejected it also

based on him?

A. It was rejected based on both principals applying on behalf of the company. So the company was rejected. It's not rejected based on one principal. I do not -- I do not and have not seen the background checks since -- I believe it was '08 or '07. So for me to remember the details of it, I -- I don't have it.

MR. GILREATH: Well, I'm going to file a motion, and I'm going to get the Judge to issue an order -- I believe he will or maybe not -- you all can oppose it, that you've got to do that and -- and you're going to pay all my costs involved with that. And you're going to have to hire you a South Carolina lawyer to come over here and do it. And I'm not going to agree to you doing that because you have failed miserably, in my opinion, to prepare this lady to testify.

She can't testify about stuff in the corporate that she doesn't know about. The fact she doesn't know about it is not a good enough excuse in a 30(b)(6) deposition. Maybe you didn't take civil law -- I won't say that.

MS. ASHBY: Well, sir, I'm going to have to disagree with you. You have asked her why the

application was rejected, and she has told you why. If you're not liking or understanding her answers, that's one thing. If you want to continue asking her questions to explore her answers, we're fine with that. I'm also sitting here today telling you if there -- you claim there are documents you've not received. I will be happy to go over that with you and look at it, and then those documents can become exhibits to this deposition, and you can explore them in detail with the Verizon's 30(b)(6) witnesses.

So I'm happy to sit here and work with you. I believe she is prepared, and she is testifying and answering the questions that you're asking. And she's here today to say why it was rejected, and she's answered that question. That's what this topic is about. It didn't ask about Kaj Patel.

MR. GILREATH: I'm not sure I understood the last part of your -- you're telling me --

BY MR. GILREATH:

Q. Tell me, as a 30(b)(6) witness for Verizon Wireless, why this thing was -- this application was rejected.

A. Because on behalf of the corporation

that was requesting to become a Verizon Wireless authorized agent, there was information obtained or found on background checks of one or both of the principals, which is cause for rejection.

Q. All right. One or both. Can you tell me -- we know you found something on Vijay, and we know that he effectively lied on his application. He said he didn't have a criminal record, and you found it. And I agree that that's a valid reason as far as Vijay. And maybe that's -- if you're saying -- if either -- if there's something wrong on there for either one of them, then the whole thing's rejected; is that what you're saying?

A. That's correct.

Q. But my question is: Was there something found on Kaj that kind of added to what you found on Vijay?

A. I would have to review the background check for Kaj to answer that question.

MR. GILREATH: See, she can't answer the question.

MS. ASHBY: Well, I'm saying if you've got a -- if you've got a document --

MR. GILREATH: I don't -- ma'am, if I had the document, I'd be up here waving it out in

front of you. You just --

MS. ASHBY: Well, then, I'm saying I'm happy to sit with you and show you the documents. And -- and you can refresh --

MR. GILREATH: Well, where is it? Have you got it in your briefcase? Because you ain't sent it to me.

MS. ASHBY: Well, again, I don't believe that these documents have been requested. If they have been requested, then they have been sent to you. I'm happy -- I'm sitting here telling you I'm happy to sit here and go through these documents and get you what you need. If you asked for something and you didn't get it, absolutely, we'll get it to you right now. But I don't think this has ever been asked for. And if we want to -- and even if it hasn't been asked for, if you want to look at these documents so you can have something to show Ms. Cook, then we can do that right now.

MR. GILREATH: Well, let -- let him go find the first subpoena I had to you while he's looking for that so we can get her out of here.

I'm going to move on to the next thing because I will say on the record I have seen -- I saw -- when it came in, I saw the stuff on Vijay and

I understood that. But I've never seen a shred of paper, an e-mail or anything, that had anything -- where anybody said Kaj misrepresented anything. And that's where -- that's where I'm coming from. And -- and somebody's entitled to tell me either you had it or you didn't have it.

Whether I subpoenaed it or not, you're still under a duty to educate them on all of the details involving this. And is it one of them or both of them? And you haven't done that, so you're doing to have to do that.

MS. ASHBY: She's given you the reasons for the rejection. We've -- you've asked that question. That was the topic, and she's given that answer.

MR. GILREATH: Well, but she keeps coming back that it might have been something else on him, and you can't tell me the details of it, ma'am. You're under a duty to tell me that.

MS. ASHBY: She gave you the details for the rejection. She's -- she's answered the question.

MR. GILREATH: She has not given me any details about Kaj. She can't tell me, and you had a duty to educate her on that.

BY MR. GILREATH:

Q. All right. Moving right along. The second item: Who, on behalf of VP Enterprises, Inc., was most involved with Verizon Wireless on the Agent Application of VP Enterprises, Inc.? What person? Can you tell me?

A. When you say, involved, can you explain involved?

Q. Involved is a fairly common word in the English language. I can get the dictionary and read it to you, but I --

A. Sir, that's not what I'm asking. What I'm asking is: There were names and information on the documents. However, there are background information -- not meaning the background of the individuals, but there are follow-up questions. Who provides the documents? Any additional information such as locations that they are asking to be approved. And that is involved -- could be one of the principals, or it could be somebody that they name as their director of operations. So to be -- to be clear, I didn't know if you were referring to the information that was on the documents or the person that's supplying the information as a follow-up to the documents.

Q. I don't know the answer to that. That's why I'm asking you.

A. Okay.

Q. And you all are supposed to tell me. This outfit called VP Enterprises, Inc., which my client was part of, filed an application. And I want to know from -- from Verizon's perspective, who, on behalf of VP Enterprises -- whoever it was -- was most involved with Verizon Wireless on this application? What individual?

A. It would have been Pankaj Patel, Vijay Patel and Krish Patel.

Q. Okay. And that's -- that's the official position of -- okay. All right. Let's go on to number 3. Who on behalf of P Communications, Inc. was most -- it's the same question -- most involved with Verizon Wireless on the Agent Application of P Communications, Inc.?

A. That would have been Krish Patel.

Q. Okay. Number 4, the rules and standards of Verizon Wireless for awarding a franchisee license or authorized agency contract and for determining who is eligible or ineligible for a franchisee license or authorized agency contact. So my -- what I'm looking for there is:

Do you have -- is there a rule book? Is there some kind of written proclamation, whatever you want to call it, where it kind of sets forth the standards for what the corporation's looking for?

A. I have not seen a document that says -- that indicates to me what the standards are. We have documents that we request and that we review.

Q. Well, now --

A. An Agent Application would be one of them.

Q. What are the others?

A. Locations that the agent would like to open their locations in, we do demographic research on those locations. We request to run credit on behalf of the corporation. If they have no credit, we ask for back-up documentation as a support, a letter from the bank.

Q. Is there any written document that sets forth all of that so -- so that -- if you were saying -- had to leave tomorrow for whatever reason, would there be a document that you could show to the person who was going to take your job -- that you could say: All right. This is what you've got to do to decide whether these people get awarded a franchise?

A. No, sir.

Q. There's no written document that you know?

A. No, sir.

Q. So how do you -- well, how -- there are just no rules or standards?

A. There are standards and processes that we follow.

Q. Well, that's what I want to know. What are those? Well, maybe you -- is that what you just said? Is that it?

A. Yeah. The account manager meets and talks with the agent. I would assume the district manager meets and talks with the prospective agent. They hand them the application. They fill out the application. The application goes from the account manager to me. I review the documents to ensure that there are -- all the information is -- is attached. I run credit on the corporation. I run background checks on all principals. Anything that comes back I review to compare to the documents, confirm with legal that there is a variation and that the agent should receive a rejection letter.

If there is nothing on the background check, we just make sure that the agent is not doing

business in any other city. We send them a letter telling them that their locations are approved that they would like to open to do business and that we are moving forward with the contract. At that time, I prepare the contract based on the information --

Q. Okay.

A. -- that I find in here. Once the agent signs the contract, it becomes binding, and they get approval -- an individual approval letter or an amendment to the actual agreement that says that they are authorized to do business at that particular location.

Q. Okay. Going on to number 5, the -- you've been designated as the sole person to testify for the corporation about the person or persons most knowledgeable about the approvals of ownership changes on P Communications, Inc. from Corby Phillips to Keith Gailey to Krish Patel.

A. Yes, sir.

Q. What -- what do you know about those approvals of ownership changes?

A. I must receive a letter requesting the change from the existing principal. I don't know the details, and it's not Verizon Wireless' interest to understand the details or why they wish to change

ownership. I just have to receive, in writing, a request from the existing principals. And then I receive an Agent Application from the prospective principals of the business allowing me to do a background check on those individuals and process the background check. As long as it comes back fine, we prepare an amendment to the contract or, depending on how close it is to the end of the contract, there are times where we may terminate one agreement and start fresh with a new agreement --

Q. Okay.

A. -- which would also include an amendment stating the ownership change.

Q. Okay. You next come up on number 8 as the -- one of the person or persons most knowledgeable regarding any communications between P Communications, Inc. and/or any of its agents including, but not limited to, Krish Patel or Vijay Patel and Verizon regarding P Communications, Inc.'s updated business plans, plans for expansion or plans/proposals for acquisitions of additional stores since 2009.

What can you tell me about that on behalf of the corporation?

A. Specifically, to a request to open a

store -- an additional store in a new location, the agent sends us in writing the exact location. We do demographic information -- or research on that location. As long as the information in that area -- it's a growing area, not a dying area for retail business, it's approved.

We send them an updated exhibit A, which are the locations that they're authorized to do business in. Upon receipt of a written lease agreement for the building, if there are any funds -- that we give market development funds that we provide -- there's an amendment sent to the agent approving that, listing the market development funds and what our guidelines are for receiving those and -- and keeping those.

As relates to acquisitions -- I believe that was your second part of the question -- acquisition of another agent, again, Verizon Wireless is not interested in the details, the monetary exchange between agent A or B or necessarily any reason why another agent would want to leave that business or sell that business. We just have to have in writing a request to start the process for review of one agent acquiring the second agent, which gives us the ability to review their

information, which is not disclosed to the purchasing agent. We just give them approval or nonapproval.

What we approve would be the actual locations that they're doing business in. There's a minimum activation level requirement for those locations. If they are not meeting it or have not been meeting it, we may or may not approve all or some of those locations. The other information that Verizon Wireless is interested in is a dymax account, which is where individuals purchase equipment from Verizon Wireless. That has to be satisfied before we will agree to allowing an agent to sell to another agent.

Q. Okay.

A. And, of course, the amendment is -- or an amendment to the contract is added. Both the agent A and agent B -- both get an amendment that says you're selling -- you're terminating your -- your contact -- contract with Verizon Wireless, and agent B is taking over those locations as well as any customer base that they have.

Q. And --

MR. GILREATH: Let's take a break for a minute. Let me go outside and talk with my crowd to

see where we are.

THE VIDEOGRAPHER: We're off the video record at 1:56:07.

(A recess transpired.)

THE VIDEOGRAPHER: We're back on the video record at 2:17:10.

(Ms. Metcalfe is not present.)

MR. GILREATH: Okay. On the record, we've had an extensive conversation with counsel for Verizon. And from the plaintiff's standpoint, it's our position that the witness has not been properly prepared to respond to number 1, so we're not going to agree to -- we're going -- our position is that her deposition is adjourned -- is not adjourned but will be continued until we can get that worked out. I do want to ask her on number 2, when it says who on behalf of VP was most involved with Verizon Wireless, I'm not sure what -- we might not have been on the same page there.

BY MR. GILREATH:

Q. Was that -- can you tell me who was most involved? Was it -- was it Krish Patel, Vijay Patel or Kaj Patel?

A. Most of my involvement was Krish Patel.

Q. But are you -- can you say that from the

corporate standpoint?

A. Yes.

Q. Okay. So from the corporation's standpoint, the person most involved was Krish Patel --

A. Yes.

Q. -- on VP? Okay.

MS. ASHBY: And I'll just state, you know, obviously we'll disagree -- Verizon Wireless disagrees that she's -- was not prepared on topic number 1. I believe she answered the question, but I just want to state that for the record.

MR. GILREATH: We -- we're concerned about what was said about Kaj and the implication that there was something you found that caused a problem with him, and I don't think she's been properly prepared to testify about that. We will just have to get that worked out or reconvened. We may have a stipulation, I don't know, but we'll do whatever we've got to do.

So with that being -- from my standpoint -- Charles, have you got anything?

MR. WHETSTONE: I don't have any questions.

MR. GILREATH: Okay. Where is Hannah?

Hannah?

(Ms. Metcalfe is now present.)

MS. METCALFE: Sorry.

MR. GILREATH: We're adjourning. You don't have any questions, do you?

MS. METCALFE: Oh, I have about 150. No, not a single one.

MR. GILREATH: No questions?

All right. So she can be temporarily dismissed, for the day anyway.

THE VIDEOGRAPHER: We are off the video record at 2:19:51.

(The 30(b)(6) deposition of Patricia L. Cook was concluded at 2:19:51 PM.)

THE VIDEOGRAPHER: We're back on the video record at 2:48:00. This is the continuation of the 30(b)(6) deposition of Ms. Blew. We will have the court reporter please swear in the witness.

(Witness Tammy Blue for the 30(b)(6) is sworn.)

TAMMY BLEW (30(b)(6) WITNESS)
being first duly sworn, testified as follows:

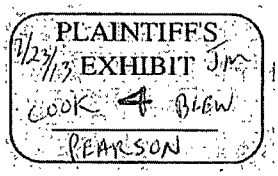
EXAMINATION

BY MR. GILREATH:

Q. Okay. Ms. Blew, you have been

ATTACHMENT A

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Pankaj Patel, Individually and Derivatively on behalf of Nominal Defendant, VP Enterprises, Inc. Plaintiff, v. Krish Patel, Vijay Patel, and P Communications, Inc., Defendants, and, VP Enterprises, Inc., Nominal Defendant.	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT 2011-CP-23-7338 **NOTICE OF TAKING RULE 30(b)(6) VIDEOTAPE DEPOSITION OF VERIZON WIRELESS**



TO: Cellco Partnership
d/b/a Verizon Wireless
701 Brookfield Parkway
Greenville, SC 29607

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Pankaj Patel, Individually and Derivatively on behalf of Nominal Defendant, VP Enterprises, Inc., (Plaintiff"), through his undersigned attorneys, will take the deposition by videotape, upon oral examination, pursuant to Rules 30(b)(6) and 45 of the South Carolina Rules of Civil Procedure, at The Gilreath Law Firm, P.A., 110 Lavinia Avenue, Greenville, South Carolina, 29601, on the **23rd** day of **July 2013**, commencing at **1:00 p.m.**, or immediately following the videotape depositions of Patricia L. Cook, Tammy C. Blew, and/or Kelley Pearson, of the person or persons designated by Verizon Wireless to testify on its behalf and who are most knowledgeable regarding the following matters:

1. Rejection of the Agent Application of VP Enterprises, Inc., including, but not limited to, the person most knowledgeable about the reasons for the rejection.

2. Who, on behalf of VP Enterprises, Inc., was most involved with Verizon Wireless on the Agent Application of VP Enterprises, Inc.

3. Who, on behalf of P Communications, Inc., was most involved with Verizon Wireless on the Agent Applications of P Communications, Inc.

4. The rules and standards of Verizon Wireless for a awarding franchisee license or authorized agency contact and for determining who is eligible or ineligible for a franchisee license or authorized agency contact.

5. The person or person most knowledgeable about the approvals of ownership changes on P Communications, Inc. from Corby Phillips to Keith Gailey to Krish Patel.

6. The person or person most knowledgeable about the fees/commissions and/or residual payments or recovering payments paid and/or due to P Communications, Inc. or any of its agents from January 1, 2009 to the present.

7. The value or sales price of any other Verizon agent stores, other than P Communications, Inc., which have been approved by Verizon Wireless for sale or purchase or which have been purchased or sold by Verizon Wireless.

8. The person or persons most knowledgeable regarding any communications between P Communications, Inc. and/or any of its agents including, but not limited to, Krish Patel and/or Vijay Patel, and Verizon regarding P Communications, Inc. updated business plans, plans for expansion, or plans/proposals for acquisitions of additional stores since January 2009.

9. The person or persons most knowledgeable regarding periodic performance reports to Verizon from P Communications, Inc. and periodic statements or reports received by P Communications, Inc. from Verizon.

The Plaintiff requests that five (5) business days prior to the commencement of the deposition, Verizon Wireless supply a written designation of the persons or persons who will testify and an indication of the topic or subject matter on which each person shall testify.

Said deposition is to be taken upon oral examination for the purpose of discovery and/or use as evidence in the above-captioned action pursuant to the South Carolina Rules of Civil Procedure, before a notary public or before some other officer authorized by law to take depositions, and before a videographer, said deposition to continue from day to day until completed. You are notified to appear and take such part in the examination as is fit and proper.

THE GILREATH LAW FIRM, P.A.

By: William M. Hogan

James R. Gilreath (SC Bar #2133)
William M. Hogan (SC Bar #65272)
110 Lavinia Avenue (zip 29601)
P. O. Box 2147
Greenville, SC 29602
Telephone: (864) 242-4727
Fax: (864) 232-4395
jim@gilreathlaw.com
bhogan@gilreathlaw.com

and

Monty D. Desai
The Carolina Law Group
910 E. Washington Street
Greenville, SC 29601
Telephone: (864) 312-4444
Facsimile: (864) 312-4447
monty@thecarolinalawgroup.com

ATTORNEYS FOR PLAINTIFF

Dated: June 7, 2013
Greenville, South Carolina.

STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE Pankaj Patel, Individually and Derivatively on behalf of Nominal Defendant, VP Enterprises, Inc. Plaintiff, v. Krish Patel, Vijay Patel, and P Communications, Inc., Defendants, and, VP Enterprises, Inc., Nominal Defendant.	IN THE COURT OF COMMON PLEAS THIRTEENTH JUDICIAL CIRCUIT 2011-CP-23-7338 **CERTIFICATE OF SERVICE**

The undersigned attorney for the Plaintiff certifies that he served a copy of the **deposition subpoena and Notice of Taking Rule 30(b)(6) Videotape Deposition of Verizon Wireless** by the following means:

_____ Hand Delivery	_____ Facsimile
_X_ United States Mail	_____ Overnight Delivery
_____ Other: Electronic Mail	

with adequate payment or arrangements for payment to insure delivery thereof to:

Thomas L. Stephenson, Esquire
William W. Wilkins, Esquire
Andrew A. Mathias, Esquire
NEXSEN PRUET, LLC
P.O. Drawer 10648
Greenville, SC 29603

William M. Hogan
William M. Hogan

June 7, 2012
Greenville, South Carolina.

06/07/13

STATE OF SOUTH CAROLINA

ISSUED BY COMMON PLEAS COURT IN THE COUNTY OF GREENVILLE

Pankaj Patel, Individually and Derivatively on behalf of Nominal Defendant, VP Enterprises, Inc.

Plaintiff.

v.

SUBPOENA IN A CIVIL CASE

Krish Patel, Vijay Patel, and P Communications, Inc.

Defendants.

Case Number: 2011-CP-23-7338

Pending in Greenville County

TO: Cellco Partnership
d/b/a Verizon Wireless
701 Brookfield Parkway
Greenville, SC 29607

☐ YOU ARE COMMANDED to appear in the above named court at the place, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME , AM

X YOU ARE COMMANDED to appear through a corporate representative at the place, date, and time specified below to testify at the taking of a deposition pursuant Rule 30(b)(6) SCRCP in the above case. See **Attachment A** for subject matter.

PLACE OF DEPOSITION	DATE AND TIME
The Gilreath Law Firm, P.A. **110 Lavinia Avenue** **Greenville, SC 29601**	**Tuesday, July 23, 2013 at 1:00 p.m.**

☐ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects in your possession, custody or control at the place, date and time specified below (list documents of objects):

PLACE :	DATE AND TIME:

☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME , AM

ANY SUBPOENAED ORGANIZATION NOT A PARTY TO THIS IS HEREBY DIRECTED TO RULE 30(b)(6), SOUTH CAROLINA RULES OF CIVIL PROCEDURE, TO FILE A DESIGNATION WITH THE COURT SPECIFYING ONE OR MORE OFFICERS, DIRECTORS, OR MANAGING AGENTS, OR OTHER PERSONS WHO CONSENT TO TESTIFY ON ITS BEHALF, SHALL SET FORTH, FOR EACH PERSON DESIGNATED, THE MATTERS ON WHICH HE WILL TESTIFY OR PRODUCE DOCUMENTS OR THINGS. THE PERSON SO DESIGNATED TESTIFY AS TO MATTERS KNOWN OR REASONABLY AVAILABLE TO THE ORGANIZATION

I CERTIFY THAT THE SUBPOENA IS ISSUED IN COMPLIANCE WITH RULE 45(c)(1), AND THAT NOTICE AS REQUIRED BY RULE 45(b)(1) HAS BEEN GIVEN TO ALL PARTIES.

William M. Hogan — June 7, 2013 — William M. Hogan

Attorney/Issuing Officer's Signature — Date — Print Name

Indicate if Attorney for Plaintiff or Defendant

Attorney's Address and Telephone Number :

The Gilreath Law Firm, P.A., PO Box 2147, Greenville, SC 29602 – Phone: (864) 242-4727 – bhogan@gilreathlaw.com

Clerk of Court/Issuing Officer's Signature — Date — Print Name

Pro Se Litigant's Name, Address and Telephone Number :

SCCA 254 (05/2011)

(See Rule 45, South Carolina Rules of Civil Procedure, Parts (c) & (d) on next page)

PROOF OF SERVICE

SERVED	DATE	FEES AND MILEAGE TENDERED TO WITNESS
	PLACE	☐YES ☐NO AMOUNT $
SERVED ON		MANNER OF SERVICE
SERVED BY		TITLE

DECLARATION OF SERVER

I certify that the foregoing information contained in the Proof of Service is true and correct.

Executed on_____

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, South Carolina Rules of Civil Procedures, Parts (c) and (d):

(c) Protection of Persons Subject to Subpoenas.

'1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or xpense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction, which may include, but is not limited to, lost earnings and a reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial. A party or an attorney responsible for the issuance and service of a subpoena for production of books, papers and documents without a deposition shall provide to another party copies of documents so produced upon written request. The party requesting copies shall pay the reasonable costs of reproduction.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of the subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy the materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time in the court that issued the subpoena for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued, or regarding a subpoena commanding appearance at a deposition, or production or inspection directed to a non-party, the court in the county where the non-party resides, is employed or regularly transacts business in person, shall quash or modify the subpoena if it:

i. fails to allow reasonable time for compliance; or

ii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to travel more than 50 miles from the county where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c)(3)(B)(iii) of this rule, such a person may in order to attend trial be commanded to travel from any such place within the state in which the trial is held; or

iii. requires disclosure of privileged or otherwise protected matter and no exception or waiver applies; or

iv. subjects a person to undue burden.

(B) If a subpoena:

i. requires disclosure of a trade secret or other confidential research, development, or commercial information, or

ii. requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

iii. requires a person who is not a party nor an officer, director or managing agent of a party, nor a general partner of a partnership that is a party, to incur substantial expense to travel from the county where that person resides, is employed or regularly transacts business in person,

the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(d) Duties in Responding to Subpoena.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the demanding party to contest the claim.

MILLER & MARTIN PLLC
ATTORNEYS AT LAW

SUITE 800
1170 PEACHTREE STREET, N.E.
ATLANTA, GA 30309-7706
404-962-6100
FAX 404-962-6300

Laura Ashby
Direct Dial 404-962-6473
Direct Fax 404-962-6373
lashby@millermartin.com

July 12, 2013

VIA U.S. MAIL AND EMAIL

Charles W. Whetstone, Jr., Esq.
Whetstone Perkins & Fulda, LLC
P.O. Box 8086
Columbia, South Carolina 29202
cwhetstone@attorneyssc.com

Thomas L. Stephenson, Esq.
Nexsen Pruet
1441 Main Street, Suite 1500
Columbia, SC 29201
tstephenson@nexsenpruet.com

James R. Gilreath, Esq.
William M. Hogan, Esq.
The Gilreath Law Firm, P.A.
P.O. Box 2147
Greenville, South Carolina 29602-2147
jim@gilreathlaw.com
bhogan@gilreathlaw.com

RE: Pankaj Patel v. Krish Patel, No. 2011-CP-23-7338, Court of Common Pleas, Thirteenth Judicial District, State of South Carolina, County of Greenville

Corby Phillips v. Krish Patel, No. 2011-CP-23-7974, Court of Common Pleas, Thirteenth Judicial District, State of South Carolina, County of Greenville

Dear Sirs:

This is to confirm that we will be going forward with the depositions of Patricia L. Cook, Tammy C. Blew, Kelley Pearson, and Verizon Wireless on Tuesday, July 23, 2013, beginning at 9:30 am at The Gilreath Law Firm, P.A. The following individuals are designated to testify on behalf of Verizon Wireless:

- Topic 1: Patricia Cook
- Topic 2: Kelley Pearson, Tammy Blew, Patricia Cook
- Topic 3: Kelley Pearson, Tammy Blew, Patricia Cook

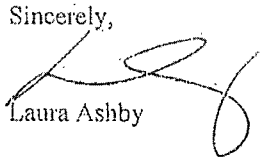
- Topic 4: Kelley Pearson, Tammy Blew, Patricia Cook
- Topic 5: Patricia Cook
- Topic 6: Tammy Blew
- Topic 7: Tammy Blew
- Topic 8: Kelley Pearson, Tammy Blew, Patricia Cook
- Topic 9: Kelley Pearson

I will be present at the deposition to represent and advise Verizon Wireless and its employees, but I will not be making an appearance in either of the above-referenced cases.

Verizon Wireless reserves all rights and does not waive any of the objections set forth in the June 21, 2013 and July 12, 2013 letters.

Please do not hesitate to contact me if you have any questions.

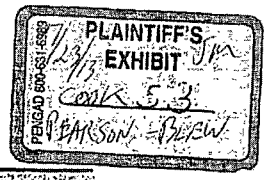
Sincerely,



Laura Ashby

LA\pmb

11065438v1
51009-0147



verizonwireless

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	02/19/2009 7:22 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	1/2009	Invoice Number:	2057/146/12009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	83	$19,430.00	$2,865.00
	Feature	130	$11,025.00	$0.00
	CDPD	0	$0.00	$0.00
Deactivations				
	Price Plans	6	($1,390.00)	($55.00)
	Feature	24	($1,930.00)	($30.00)
	CDPD	0	$0.00	$0.00
Reactivations		0	$0.00	$0.00
Phone Upgrades		207	$46,825.00	$0.00
Chargeback for Phone Upgrades		1	($255.00)	$0.00
Security Deposits			($125.00)	
Volume Bonus			$0.00	
Churn Bonus			$0.00	
		Total	$73,580.00	$2,780.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$0.00
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$0.00

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$76,360.00

Total Activations	83	Total Deactivations	6
Net Activations	77	Chargedback Deacts	6
Reactivations	0	AMF Customer Base	0

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	03/21/2009 7:12 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	2/2009	Invoice Number:	20577146/22009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	83	$20,710.00	$2,895.00
	Feature	140	$10,770.00	$1,920.00
Deactivations				
	Price Plans	4	($1,060.00)	($80.00)
	Feature	17	($1,265.00)	($90.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		204	$46,140.00	$0.00
Chargeback for Phone Upgrades		2	($665.00)	$0.00
Security Deposits			($650.00)	
Volume Bonus			$770.00	
Churn Bonus			$0.00	
		Total	$74,750.00	$4,645.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$0.00
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$0.00

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$79,395.00

Total Activations	83	Total Deactivations	4
Net Activations	79	Chargedback Deacts	4
Reactivations	0	AMF Customer Base	0

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	04/20/2009 7:14 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE SC 29605	Vendor ID:	[redacted]
Statement Period:	3/2009	Invoice Number:	20577146/32009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	82	$20,620.00	$25.00
	Feature	149	$11,490.00	$2,250.00
Deactivations				
	Price Plans	5	($1,100.00)	($105.00)
	Feature	27	($1,980.00)	($300.00)
Reactivations		1	$260.00	$35.00
Phone Upgrades		235	$50,840.00	$0.00
Chargeback for Phone Upgrades		0	$0.00	$0.00
Security Deposits			($125.00)	
Volume Bonus			$780.00	
Churn Bonus			$0.00	
		Total	$80,785.00	$1,905.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$0.00
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$0.00

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$82,690.00

Total Activations	82	Total Deactivations	5
Net Activations	78	Chargedback Deacts	5
Reactivations	1	AMF Customer Base	0

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	05/21/2009 7:00 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	4/2009	Invoice Number:	20577146/42009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	96	$23,580.00	$50.00
	Feature	176	$14,445.00	$2,730.00
Deactivations				
	Price Plans	13	($3,615.00)	($95.00)
	Feature	40	($2,105.00)	($240.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		266	$57,585.00	$0.00
Chargeback for Phone Upgrades		2	($405.00)	$0.00
Security Deposits			$0.00	
Volume Bonus			$810.00	
Churn Bonus			$0.00	
		Total	$90,295.00	$2,445.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$0.00
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$0.00

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$92,740.00

Total Activations	96	Total Deactivations	13
Net Activations	83	Chargedback Deacts	13
Reactivations	0	AMF Customer Base	0

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	06/20/2009 7:15 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	5/2009	Invoice Number:	20577146/52009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	107	$25,720.00	$100.00
	Feature	219	$15,780.00	$3,140.00
Deactivations				
	Price Plans	10	($2,430.00)	($175.00)
	Feature	43	($2,710.00)	($480.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		299	$64,175.00	$0.00
Chargeback for Phone Upgrades		3	($855.00)	$0.00
Security Deposits			($400.00)	
Volume Bonus			$940.00	
Churn Bonus			$0.00	
		Total	$100,220.00	$2,585.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$0.00
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$0.00

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$102,805.00

Total Activations	107	Total Deactivations	10
Net Activations	97	Chargedback Deacts	10
Reactivations	0	AMF Customer Base	0

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	07/22/2009 7:15 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	6/2009	Invoice Number:	20577146/62009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	205	$49,000.00	$725.00
	Feature	280	$6,085.00	$0.00
Deactivations				
	Price Plans	12	($3,385.00)	($250.00)
	Feature	50	($2,745.00)	($420.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		431	$101,440.00	$0.00
Chargeback for Phone Upgrades		4	($960.00)	$0.00
Security Deposits			($1,050.00)	
Volume Bonus			$2,745.00	
Churn Bonus			$0.00	
		Total	$151,130.00	$55.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$0.00
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$0.00

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$151,185.00

Total Activations	205	Total Deactivations	12
Net Activations	193	Chargedback Deacts	12
Reactivations	0	AMF Customer Base	0

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	08/20/2009 7:20 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	7/2009	Invoice Number:	20577146/72009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	225	$49,430.00	$160.00
	Feature	344	$7,990.00	$0.00
Deactivations				
	Price Plans	10	($2,680.00)	($50.00)
	Feature	65	($2,000.00)	($150.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		380	$93,285.00	$0.00
Chargeback for Phone Upgrades		3	($620.00)	$0.00
Security Deposits			($650.00)	
Volume Bonus			$3,090.00	
Churn Bonus			$0.00	
		Total	$147,845.00	($40.00)

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$1,991.16
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$1,991.16

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout $149,796.16

Total Activations	225	Total Deactivations	10
Net Activations	215	Chargedback Deacts	10
Reactivations	0	AMF Customer Base	930

CONFIDENTIAL

verizonwireless

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	09/26/2009 8:02 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	8/2009	Invoice Number:	20577146/82009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	284	$59,805.00	$80.00
	Feature	460	$10,105.00	$0.00
Deactivations				
	Price Plans	15	($3,580.00)	$0.00
	Feature	69	($2,195.00)	($240.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		545	$133,920.00	$0.00
Chargeback for Phone Upgrades		4	($850.00)	$0.00
Security Deposits			($375.00)	
Volume Bonus			$4,005.00	
Churn Bonus			$0.00	
		Total	$200,835.00	($160.00)

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$2,423.69
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$2,423.69

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$203,098.69

Total Activations	284	Total Deactivations	16
Net Activations	269	Chargedback Deacts	15
Reactivations	0	AMF Customer Base	1,163

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	10/22/2009 7:18 PM
Street:	2007 AUGUSTA ST	Agent/ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	9/2009	Invoice Number:	20577146/92009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	231	$49,330.00	$2,300.00
	Feature	441	$9,460.00	$0.00
Deactivations				
	Price Plans	19	($3,660.00)	$0.00
	Feature	88	($2,165.00)	($90.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		501	$121,000.00	$7,660.00
Chargeback for Phone Upgrades		4	($1,005.00)	$0.00
Security Deposits			($125.00)	
Volume Bonus			$3,120.00	
Churn Bonus			$0.00	
		Total	$175,955.00	$9,870.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$2,947.44
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$2,947.44

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$188,772.44

Total Activations	231	Total Deactivations	19
Net Activations	212	Chargedback Deacts	19
Reactivations	0	AMF Customer Base	1,399

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	11/22/2009 7:11 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	10/2009	Invoice Number:	20577146/102009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	190	$39,920.00	$3,780.00
	Feature	372	$8,340.00	$0.00
Deactivations				
	Price Plans	15	($3,300.00)	($120.00)
	Feature	95	($2,095.00)	($60.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		464	$110,620.00	$6,630.00
Chargeback for Phone Upgrades		6	($1,550.00)	($10.00)
Security Deposits			($625.00)	
Volume Bonus			$2,535.00	
Churn Bonus			$0.00	
		Total	$153,845.00	$10,220.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$3,201.73
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$3,201.73

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$167,266.73

Total Activations	190	Total Deactivations	15
Net Activations	175	Chargedback Deacts	15
Reactivations	0	AMF Customer Base	1,576

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	12/24/2009 7:16 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	11/2009	Invoice Number:	20577146/112009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	216	$47,740.00	$3,510.00
	Feature	463	$10,965.00	$0.00
Deactivations				
	Price Plans	17	($4,730.00)	($165.00)
	Feature	79	($1,835.00)	($30.00)
Reactivations		1	$160.00	$0.00
Phone Upgrades		485	$122,100.00	$5,140.00
Chargeback for Phone Upgrades		4	($1,180.00)	($70.00)
Security Deposits			($1,325.00)	
Volume Bonus			$3,000.00	
Churn Bonus			$0.00	
		Total	$174,895.00	$8,385.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$3,596.56
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$3,596.56

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout:	$186,876.56

Total Activations	216	Total Deactivations	17
Net Activations	200	Chargedback Deacts	17
Reactivations	1	AMF Customer Base	1,761

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	01/22/2010 7:05 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	12/2009	Invoice Number:	20577146/122009

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	271	$53,265.00	$1,675.00
	Feature	574	$13,090.00	$0.00
Deactivations				
	Price Plans	39	($8,570.00)	($405.00)
	Feature	118	($2,555.00)	$0.00
Reactivations		0	$0.00	$0.00
Phone Upgrades		658	$159,885.00	$5,900.00
Chargeback for Phone Upgrades		6	($1,470.00)	($120.00)
Security Deposits			($250.00)	
Volume Bonus			$3,345.00	
Churn Bonus			$0.00	
		Total	$216,740.00	$7,050.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$3,844.94
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$3,844.94

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$227,634.94

Total Activations	271	Total Deactivations	39
Net Activations	232	Chargedback Deacts	39
Reactivations	0	AMF Customer Base	1,946

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	02/19/2010 7:15 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC, 29605	Vendor ID:	[redacted]
Statement Period:	1/2010	Invoice Number:	20577146/12010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	191	$39,535.00	$2,780.00
	Feature	528	$11,655.00	$0.00
Deactivations				
	Price Plans	28	($5,625.00)	($110.00)
	Feature	122	($2,465.00)	$0.00
Reactivations		0	$0.00	$0.00
Phone Upgrades		487	$119,035.00	$4,915.00
Chargeback for Phone Upgrades		6	($1,815.00)	($120.00)
Security Deposits			($1,050.00)	
Volume Bonus			$2,415.00	
Churn Bonus			$0.00	
		Total	$161,685.00	$7,465.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$4,146.56
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$4,146.56

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$173,296.56

Total Activations	191	Total Deactivations	29
Net Activations	163	Chargedback Deacts	28
Reactivations	0	AMF Customer Base	2,158

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name	WIRELESS COMMUNICATIONS	Print Date	03/19/2010 7:20 PM
Street	2007 AUGUSTA ST	Agent ID	7146
City	GREENVILLE, SC 29605	Vendor ID	[redacted]
Statement Period	2/2010	Invoice Number	20577146/22010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	209	$44,735.00	$3,680.00
	Feature	636	$14,340.00	$0.00
Deactivations				
	Price Plans	22	($4,970.00)	($420.00)
	Feature	132	($2,860.00)	$0.00
Reactivations		1	$160.00	$20.00
Phone Upgrades		515	$126,320.00	$4,145.00
Chargeback for Phone Upgrades		4	($785.00)	$0.00
Security Deposits			($3,425.00)	
Volume Bonus			$2,700.00	
Churn Bonus			$0.00	
		Total	$176,215.00	$7,425.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$4,478.88
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$4,478.88

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$188,116.88

Total Activations	209	Total Deactivations	22
Net Activations	188	Chargedback Deacts	22
Reactivations	1	AMF Customer Base	2,353

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	04/21/2010 7:14 PM
Street:	2007 AUGUSTA ST.	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	3/2010	Invoice Number:	2057146/32010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	291	$64,265.00	$5,890.00
	Feature	782	$18,145.00	$3,000.00
Deactivations				
	Price Plans	31	($6,275.00)	($410.00)
	Feature	152	($3,460.00)	($130.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		675	$165,040.00	$20,380.00
Chargeback for Phone Upgrades		8	($1,840.00)	($50.00)
Security Deposits			($1,025.00)	
Volume Bonus			$3,855.00	
Churn Bonus			$0.00	
		Total	$238,705.00	$28,680.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$4,791.79
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$4,791.79

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$272,176.79

Total Activations	291	Total Deactivations	31
Net Activations	260	Chargedback Deacts	31
Reactivations	0	AMF Customer Base	2,536

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	05/26/2010 7:18 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC, 29605	Vendor ID:	[redacted]
Statement Period:	4/2010	Invoice Number:	20577146/42010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	206	$47,725.00	$4,980.00
	Feature	709	$16,485.00	$0.00
Deactivations				
	Price Plans	25	($4,495.00)	($80.00)
	Feature	123	($2,895.00)	($150.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		729	$183,520.00	$24,080.00
Chargeback for Phone Upgrades		9	($2,270.00)	($70.00)
Security Deposits			($125.00)	
Volume Bonus			$2,640.00	
Churn Bonus			$0.00	
		Total	$240,585.00	$28,760.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$5,129.12
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$5,129.12

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$274,474.12

Total Activations	206	Total Deactivations	25
Net Activations	181	Chargedback Deacts	25
Reactivations	0	AMF Customer Base	2,728

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	06/23/2010 1:22 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	5/2010	Invoice Number:	20577146/52010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	275	$69,910.00	$2,505.00
	Feature	751	$16,610.00	$0.00
Deactivations				
	Price Plans	32	($7,960.00)	($525.00)
	Feature	170	($3,884.00)	($90.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		703	$187,535.00	$6,215.00
Chargeback for Phone Upgrades		10	($2,120.00)	($50.00)
Security Deposits			($925.00)	
Volume Bonus			$3,300.00	
Churn Bonus			$0.00	
		Total	$262,466.00	$8,055.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$5,239.75
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$5,239.75

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$275,760.75

Total Activations	275	Total Deactivations	32
Net Activations	243	Chargedback Deacts	32
Reactivations	0	AMF Customer Base	2,771

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	07/27/2010 7:16 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	6/2010	Invoice Number:	20577146/62010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	364	$97,665.00	$5,085.00
	Feature	844	$18,940.00	$0.00
Deactivations				
	Price Plans	25	($7,745.00)	($555.00)
	Feature	158	($3,317.00)	($70.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		765	$205,470.00	$4,250.00
Chargeback for Phone Upgrades		11	($2,825.00)	($50.00)
Security Deposits			($1,200.00)	
Volume Bonus			$6,540.00	
Churn Bonus			$0.00	
		Total	$313,528.00	$8,660.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$5,121.00
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$5,121.00

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$327,309.00

Total Activations	364	Total Deactivations	26
Net Activations	339	Chargedback Deacts	25
Reactivations	0	AMF Customer Base	2,726

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	08/21/2010 7:08 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC, 29605	Vendor ID:	[redacted]
Statement Period:	7/2010	Invoice Number:	20577146/72010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	492	$122,980.00	$2,530.00
	Feature	915	$20,478.00	$0.00
Deactivations				
	Price Plans	68	($18,060.00)	($485.00)
	Feature	253	($5,757.00)	($120.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		987	$262,675.00	$7,080.00
Chargeback for Phone Upgrades		24	($6,355.00)	($170.00)
Security Deposits			($1,050.00)	
Volume Bonus			$7,685.00	
Churn Bonus			$0.00	
		Total	$382,596.00	$8,835.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$10,786.65
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$10,786.65

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$402,217.65

Total Activations	492	Total Deactivations	69
Net Activations	424	Chargedback Deacts	68
Reactivations	0	AMF Customer Base	5,222

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	09/28/2010 7:07 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	8/2010	Invoice Number:	20577146/82010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	573	$147,190.00	$3,005.00
	Feature	1,323	$29,479.00	$0.00
Deactivations				
	Price Plans	44	($9,810.00)	($210.00)
	Feature	237	($5,018.00)	($100.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		1,322	$345,255.00	$10,140.00
Chargeback for Phone Upgrades		22	($5,335.00)	($395.00)
Security Deposits			($2,750.00)	
Volume Bonus			$9,645.00	
Churn Bonus			$0.00	
		Total	$508,656.00	$12,440.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$10,468.11
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$10,468.11

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$531,564.11

Total Activations	573	Total Deactivations	45
Net Activations	529	Chargedback Deacts	44
Reactivations	0	AMF Customer Base	5,063

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	10/22/2010 7:09 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period: 9/2010		Invoice Number:	20577146/92010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	474	$126,260.00	$1,820.00
	Feature	1,183	$26,143.00	$20.00
Deactivations				
	Price Plans	61	($15,740.00)	($500.00)
	Feature	275	($5,810.00)	($40.00)
Reactivations		0	$20.00	$0.00
Phone Upgrades		1,212	$323,290.00	$4,380.00
Chargeback for Phone Upgrades		10	($2,870.00)	($170.00)
Security Deposits			($1,850.00)	
Volume Bonus			$7,605.00	
Churn Bonus			$0.00	
		Total	$457,048.00	$5,510.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$10,075.51
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$10,075.51

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$472,633.51

Total Activations	474	Total Deactivations	61
Net Activations	413	Chargedback Deacts	61
Reactivations	0	AMF Customer Base	4,919

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	11/26/2010 7:07 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	10/2010	Invoice Number:	20577146/102010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	466	$119,440.00	$1,780.00
	Feature	1,192	$28,391.00	$70.00
Deactivations				
	Price Plans	58	($13,985.00)	($35.00)
	Feature	266	($6,084.00)	$0.00
Reactivations		3	$985.00	$0.00
Phone Upgrades		1,374	$383,135.00	$3,195.00
Chargeback for Phone Upgrades		18	($5,320.00)	($125.00)
Security Deposits			($1,700.00)	
Volume Bonus			$7,590.00	
Churn Bonus			$0.00	
		Total	$512,452.00	$4,885.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$9,682.20
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$9,682.20

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$527,019.20

Total Activations	466	Total Deactivations	59
Net Activations	411	Chargedback Deacts	58
Reactivations	3	AMF Customer Base	4,797

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	12/18/2010 7:09 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE SC 29605	Vendor ID:	[redacted]
Statement Period:	112010	Invoice Number:	20577146112010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	560	$147,305.00	$1,270.00
	Feature	1,312	$30,803.00	$6,170.00
Deactivations				
	Price Plans	60	($14,660.00)	($495.00)
	Feature	287	($6,388.00)	($200.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		1,458	$420,885.00	$2,670.00
Chargeback for Phone Upgrades		20	($5,655.00)	($65.00)
Security Deposits			($800.00)	
Volume Bonus			$9,170.00	
Churn Bonus			$0.00	
		Total	$580,660.00	$9,350.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$9,341.39
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$9,341.39

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout:	$599,351.39

Total Activations	560	Total Deactivations	60
Net Activations	500	Chargedback Deacts	60
Reactivations	0	AMF Customer Base	4,666

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	01/19/2011 7:02 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	12/2010	Invoice Number:	20577146/122010

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	879	$238,730.00	$3,270.00
	Feature	1,850	$44,373.00	$220.00
Deactivations				
	Price Plans	74	($18,600.00)	($395.00)
	Feature	389	($8,232.00)	($420.00)
Reactivations		0	$10.00	$0.00
Phone Upgrades		1,918	$559,065.00	$7,420.00
Chargeback for Phone Upgrades		26	($7,285.00)	($40.00)
Security Deposits			($800.00)	
Volume Bonus			$19,050.00	
Churn Bonus			$0.00	
		Total	$826,311.00	$10,055.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$8,949.49
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$8,949.49

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$845,315.49

Total Activations	879	Total Deactivations	78
Net Activations	805	Chargedback Deacts	74
Reactivations	0	AMF Customer Base	4,508

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	02/26/2011 7:07 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	1/2011	Invoice Number:	20577146/12011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	632	$170,325.00	$3,050.00
	Feature	1,283	$29,563.00	$0.00
Deactivations				
	Price Plans	82	($21,015.00)	($370.00)
	Feature	342	($7,555.00)	($160.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		1,373	$384,480.00	$760.00
Chargeback for Phone Upgrades		19	($5,685.00)	($130.00)
Security Deposits			($1,600.00)	
Volume Bonus			$12,675.00	
Churn Bonus			$0.00	
		Total	$561,188.00	$3,150.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$8,775.21
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$8,775.21

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$573,113.21

Total Activations	632	Total Deactivations	83
Net Activations	550	Chargedback Deacts	82
Reactivations	0	AMF Customer Base	4,416

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	03/19/2011 7:08 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	2/2011	Invoice Number:	20577146/22011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	777	$215,765.00	$4,740.00
	Feature	1,336	$32,581.00	$0.00
Deactivations				
	Price Plans	85	($20,725.00)	($260.00)
	Feature	362	($8,009.00)	($60.00)
Reactivations		1	$300.00	$20.00
Phone Upgrades		1,405	$390,950.00	$10,120.00
Chargeback for Phone Upgrades		24	($6,785.00)	($175.00)
Security Deposits			($7,300.00)	
Volume Bonus			$15,950.00	
Churn Bonus			$0.00	
		Total	$612,727.00	$14,385.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$8,498.89
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$8,498.89

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$635,610.89

Total Activations	777	Total Deactivations	86
Net Activations	693	Chargedback Deacts	85
Reactivations	1	AMF Customer Base	4,305

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	04/21/2011 7:06 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	3/2011	Invoice Number:	20577146/32011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	742	$213,865.00	$2,040.00
	Feature	1,429	$36,463.00	$0.00
Deactivations				
	Price Plans	76	($20,370.00)	($260.00)
	Feature	320	($7,209.00)	($110.00)
Reactivations		2	$460.00	$0.00
Phone Upgrades		1,691	$483,975.00	$6,030.00
Chargeback for Phone Upgrades		16	($5,050.00)	($125.00)
Security Deposits			($5,725.00)	
Volume Bonus			$15,800.00	
Churn Bonus			$0.00	
		Total	$712,209.00	$7,575.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$8,198.59
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$8,198.59

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$727,982.59

Total Activations	742	Total Deactivations	76
Net Activations	668	Chargedback Deacts	76
Reactivations	2	AMF Customer Base	4,185

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	05/22/2011 7:09 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE SC 29605	Vendor ID:	[redacted]
Statement Period:	4/2011	Invoice Number:	20577146/42011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	814	$245,320.00	$2,330.00
	Feature	1,343	$34,391.00	$0.00
Deactivations				
	Price Plans	95	($25,515.00)	($145.00)
	Feature	278	($6,743.00)	($90.00)
Reactivations		1	$225.00	$0.00
Phone Upgrades		1,852	$589,245.00	$5,940.00
Chargeback for Phone Upgrades		12	($3,535.00)	$0.00
Security Deposits			($3,600.00)	
Volume Bonus			$13,825.00	
Churn Bonus			$0.00	
		Total	$843,613.00	$8,035.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$8,094.98
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$8,094.98

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$859,742.98

Total Activations	814	Total Deactivations	96
Net Activations	720	Chargedback Deacts	95
Reactivations	1	AMF Customer Base	4,099

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	06/26/2011 7:08 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	5/2011	Invoice Number:	20577146/52011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	1,042	$304,830.00	$2,150.00
	Feature	1,611	$40,283.00	$0.00
Deactivations				
	Price Plans	125	($32,965.00)	($500.00)
	Feature	364	($8,557.00)	($150.00)
Reactivations		0	$0.00	$0.00
Phone Upgrades		2,379	$754,375.00	$7,080.00
Chargeback for Phone Upgrades		26	($7,205.00)	($80.00)
Security Deposits			($3,850.00)	
Volume Bonus			$17,225.00	
Churn Bonus			$0.00	
		Total	$1,064,136.00	$8,500.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$7,940.05
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$7,940.05

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$1,080,576.05

Total Activations	1,042	Total Deactivations	127
Net Activations	917	Chargedback Deacts	125
Reactivations	0	AMF Customer Base	4,034

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	07/24/2011 7:11 PM
Street:	2007 AUGUSTA ST	Agent ID:	7446
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	6/2011	Invoice Number:	20577146/62011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	1,408	$420,335.00	$225.00
	Feature	1,938	$47,956.00	$660.00
Deactivations				
	Price Plans	178	($49,300.00)	($295.00)
	Feature	413	($9,652.00)	($120.00)
Reactivations		4	$1,260.00	$0.00
Phone Upgrades		2,930	$942,210.00	$530.00
Chargeback for Phone Upgrades		14	($3,845.00)	($50.00)
Security Deposits			($2,650.00)	
Volume Bonus			$25,020.00	
Churn Bonus			$0.00	
		Total	$1,371,334.00	$950.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$7,875.76
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$7,875.76

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$1,380,159.76

Total Activations	1,408	Total Deactivations	181
Net Activations	1,234	Chargedback Deacts	178
Reactivations	4	AMF Customer Base	3,980

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	08/30/2011 7:12 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE SC 29605	Vendor ID:	[redacted]
Statement Period:	7/2011	Invoice Number:	20577146/72011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	1,427	$436,085.00	$1,725.00
	Feature	1,710	$41,662.00	$0.00
Deactivations				
	Price Plans	194	($52,175.00)	($370.00)
	Feature	394	($8,653.00)	($110.00)
Reactivations		2	$340.00	$0.00
Phone Upgrades		2,858	$920,530.00	$5,975.00
Chargeback for Phone Upgrades		38	($10,235.00)	($150.00)
Security Deposits			($1,325.00)	
Volume Bonus			$26,850.00	
Churn Bonus			$0.00	
		Total	$1,353,079.00	$7,070.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$7,547.69
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$7,547.69

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$1,367,696.69

Total Activations	1,427	Total Deactivations	199
Net Activations	1,235	Chargedback Deacts	194
Reactivations	2	AMF Customer Base	4,168

CONFIDENTIAL

Verizon Wireless
Summary Commission Statement

Name:	WIRELESS COMMUNICATIONS	Print Date:	09/29/2011 7:13 PM
Street:	2007 AUGUSTA ST	Agent ID:	7146
City:	GREENVILLE, SC 29605	Vendor ID:	[redacted]
Statement Period:	8/2011	Invoice Number:	20577146/82011

COMMISSION

Activations		Count	Commissions	SPIFF/EIF
	Price Plans	1,707	$528,200.00	$2,850.00
	Feature	1,915	$46,731.00	$0.00
Deactivations				
	Price Plans	245	($69,715.00)	($280.00)
	Feature	374	($8,254.00)	($80.00)
Reactivations		4	$1,030.00	$0.00
Phone Upgrades		3,380	$1,077,640.00	$10,350.00
Chargeback for Phone Upgrades		50	($14,185.00)	($50.00)
Security Deposits			($1,325.00)	
Volume Bonus			$31,950.00	
Churn Bonus			$0.00	
		Total	$1,592,072.00	$12,790.00

ACCOUNT MAINTENANCE FEES (AMF)

Account Maintenance Fees	$7,382.98
Account Maintenance Fee Adjustments	$0.00
Total Account Maintenance Fees	$7,382.98

MISCELLANEOUS

Product Attachments	$0.00	Market Dev Fund	$0.00
Analog Upgrades	$0.00	Digital Upgrades	$0.00
Misc. Adjustments	$0.00		
Total Miscellaneous Adjustments			$0.00

Total Payout	$1,612,244.98

Total Activations	1,707	Total Deactivations	250
Net Activations	1,466	Chargedback Deacts	245
Reactivations	4	AMF Customer Base	4,052

CONFIDENTIAL

Master Agent Productivity Report

			2011				
			8	9	10	11	12
7146	WIRELESS COMMUNICATIONS	Total $$	$1,612,244.98	$1,423,350.93	$1,560,504.63	$1,848,515.06	$2,299,007.51
		Net Activation with Bonus $$	$532,432.00	$448,980.00	$430,603.00	$485,503.00	$605,202.00
		Total Price Plan Activation $$	$528,200.00	$433,565.00	$458,460.00	$463,330.00	$579,160.00
		Activation Spiff $$	$2,850.00	$950.00	$300.00	$74,985.00	$93,870.00
		Chargedback Deact $$	($69,715.00)	($51,600.00)	($78,825.00)	($117,080.00)	($131,905.00)
		Deact Spiff $$	($280.00)	($50.00)	($110.00)	($1,390.00)	($14,030.00)
		Total Feature Activations $$	$46,731.00	$45,664.00	$35,759.00	$42,297.00	$52,435.00
		Activation Feature Spiff $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Feature Chargedback Deact $$	($8,254.00)	($8,289.00)	($8,331.00)	($9,749.00)	($13,743.00)
		Deact Feature Spiff $$	($80.00)	$0.00	($20.00)	($40.00)	($30.00)
		Total Reactivations $$	$1,030.00	$270.00	$600.00	$1,160.00	$1,245.00
		Reactivation Spiff $$	$0.00	$0.00	$0.00	$0.00	$190.00
		Bonus $$	$31,950.00	$28,470.00	$22,770.00	$31,990.00	$38,010.00
		Net Upgrade $$	$1,073,755.00	$968,625.00	$1,127,970.00	$1,364,455.00	$1,697,995.00
		Gross Upgrade $$	$1,077,640.00	$978,105.00	$1,139,390.00	$1,126,440.00	$1,431,975.00
		Upgrade Spiff $$	$10,350.00	$2,600.00	$1,450.00	$254,940.00	$289,855.00
		Digital Upgrade Adj $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Upgrade Deacts $$	($14,185.00)	($11,980.00)	($12,870.00)	($15,795.00)	($22,025.00)
		Upgrade Deacts Spiff $$	($50.00)	($100.00)	$0.00	($1,130.00)	($1,810.00)
		Referral $$	$0.00	$0.00	$0.00	$0.00	$0.00
		AMF $$	$7,382.98	$7,145.93	$5,406.63	$3,182.06	$2,910.51
		MDF $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Co-Op $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Secur Dep $$	($1,325.00)	($1,400.00)	($3,475.00)	($4,625.00)	($7,100.00)
		Misc Adj $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Total Activations	1,707	1,391	1,362	1,625	2,005
		Postpaid Acts	1,695	1,382	1,357	1,616	1,985
		Total Deacts	-250	-183	-247	-359	-441
		Total Chargedback Deacts	-245	-178	-245	-353	-437
		Total Feature Activations	1,915	1,846	1,471	1,712	2,068
		Total Feature Chargedback Deacts	-374	-378	-386	-443	-627
		Total Reactivations	4	2	2	4	5
		Upgrades	3,380	2,922	3,213	3,869	4,550
		Upgrade Deacts	-50	-40	-38	-52	-69
		Prepaid Acts	12	9	5	9	20

CONFIDENTIAL

		Prepaid Chargedback Deacts	-8	-3	-4	-2	-5
		Prepaid Reacts	0	0	0	0	0
		AMF Revenue	$184,528.43	$178,603.07	$135,129.60	$79,533.53	$72,747.02
		AMF Cust Base	4,052	3,706	2,758	1,417	1,286

CONFIDENTIAL

Master Agent Productivity Report

			2012											
			1	2	3	4	5	6	7	8	9	10	11	12
7146	WIRELESS COMMUNICATIONS	Total $$	$1,531,950.26	$2,168,590.99	$2,424,716.95	$2,059,331.36	$2,588,001.44	$2,560,394.95	$2,306,510.23	$2,435,023.92	$2,215,150.14	$2,495,748.18	$3,209,227.22	$3,582,618.15
		Net Activation with Bonus $$	$335,510.00	$568,199.00	$739,200.00	$694,709.00	$909,853.00	$960,363.00	$794,316.00	$1,013,994.00	$788,575.00	$878,422.00	$1,156,550.00	$1,271,692.00
		Total Price Plan Activation $$	$349,270.00	$577,540.00	$646,060.00	$605,045.00	$783,740.00	$886,135.00	$972,315.00	$1,158,140.00	$953,445.00	$1,005,895.00	$1,271,145.00	$1,412,935.00
		Activation Spiff $$	$47,455.00	$113,550.00	$112,760.00	$107,835.00	$138,740.00	$140,525.00	$0.00	$160.00	$100.00	$7,980.00	$16,800.00	$14,255.00
		Chargedback Deact $$	($93,820.00)	($85,615.00)	($78,435.00)	($70,350.00)	($86,355.00)	($110,320.00)	($171,245.00)	($154,740.00)	($166,580.00)	($151,615.00)	($164,275.00)	($193,945.00)
		Deact Spiff $$	($2,965.00)	($8,750.00)	($12,025.00)	($14,615.00)	($18,150.00)	($23,900.00)	($24,795.00)	($24,470.00)	($21,000.00)	($17,500.00)	($7,180.00)	($4,285.00)
		Total Feature Activations $$	$30,292.00	$48,741.00	$41,959.00	$39,583.00	$48,077.00	$41,109.00	$45.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Activation Feature Spiff $$	$0.00	$0.00	$80.00	$60.00	$20.00	$30.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Feature Chargedback Deact $	($9,512.00)	($8,922.00)	($9,019.00)	($8,339.00)	($9,684.00)	($9,711.00)	($4,804.00)	($4,696.00)	($3,190.00)	($1,803.00)	($425.00)	($123.00)
		Deact Feature Spiff $$	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	($10.00)	$0.00
		Total Reactivations $$	$1,255.00	$635.00	$1,930.00	$940.00	$540.00	$1,230.00	$270.00	$270.00	$750.00	$3,415.00	$2,935.00	$930.00
		Reactivation Spiff $$	$380.00	$0.00	$190.00	$390.00	$0.00	$250.00	$0.00	$0.00	$0.00	$190.00	$60.00	$30.00
		Bonus $$	$13,175.00	$34,020.00	$35,700.00	$34,160.00	$43,925.00	$43,015.00	$27,530.00	$39,330.00	$28,050.00	$31,860.00	$37,500.00	$41,895.00
		Net Upgrade $$	$1,197,235.00	$1,506,540.00	$1,590,585.00	$1,369,490.00	$1,693,245.00	$1,606,980.00	$1,418,635.00	$1,426,785.00	$1,327,245.00	$1,622,685.00	$2,028,070.00	$2,318,240.00
		Gross Upgrade $$	$1,063,280.00	$1,256,670.00	$1,370,290.00	$1,178,600.00	$1,393,855.00	$1,395,625.00	$1,438,460.00	$1,442,700.00	$1,345,785.00	$1,640,025.00	$2,046,745.00	$2,349,355.00
		Upgrade Spiff $$	$155,040.00	$265,260.00	$234,760.00	$207,040.00	$316,830.00	$234,615.00	$0.00	$0.00	$0.00	$0.00	$2,590.00	$5,810.00
		Digital Upgrade Adj $$	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Upgrade Deacts $$	($16,180.00)	($13,550.00)	($12,565.00)	($12,355.00)	($12,510.00)	($19,150.00)	($15,805.00)	($12,845.00)	($15,500.00)	($14,770.00)	($20,620.00)	($36,885.00)
		Upgrade Deacts Spiff $$	($4,905.00)	($1,640.00)	($1,900.00)	($3,795.00)	($4,930.00)	($4,110.00)	($4,020.00)	($3,070.00)	($2,640.00)	($2,570.00)	($645.00)	($40.00)
		Reformat $$	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		AMF $$	$2,760.26	$14,201.99	$4,756.96	$4,557.36	$4,333.44	$4,076.95	$4,459.23	$3,944.92	$3,355.14	$2,891.18	$2,407.22	$1,986.15
		MDF $$	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Co-Op $$	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
		Secur Dep $$	($4,075.00)	($20,350.00)	($11,700.00)	($9,425.00)	($10,400.00)	($10,975.00)	($8,400.00)	($9,700.00)	($9,025.00)	($8,250.00)	($7,800.00)	($9,300.00)
		Misc Adj $$	$0.00	$0.00	$101,875.00	$0.00	$0.00	$0.00	$97,500.00	$0.00	$105,000.00	$0.00	$30,000.00	$0.00
		Total Activations	1,148	1,830	1,981	1,840	2,346	2,565	2,251	2,769	2,235	2,374	2,927	3,179
		Postpaid Acts	1,145	1,814	1,970	1,812	2,325	2,536	2,233	2,751	2,215	2,365	2,915	3,164
		Total Deacts	-340	-302	-288	-260	-297	-410	-524	-499	-516	-474	-483	-501
		Total Chargedback Deacts	-318	-299	-284	-259	-294	-405	-521	-489	-508	-470	-477	-496
		Total Feature Activations	1,228	1,731	1,593	1,512	1,815	1,557	1	0	0	0	0	0
		Total Feature Chargedback Deacts	-430	-395	-391	-358	-409	-423	-197	-185	-128	-75	-18	-7
		Total Reactivations	5	2	7	4	2	4	1	1	2	8	8	3
		Upgrades	3,157	3,834	3,919	3,508	4,132	3,949	3,255	3,288	3,058	3,513	4,286	4,765
		Upgrade Deacts	-61	-48	-43	-43	-54	-63	-54	-43	-59	-48	-51	-95
		Prepaid Acts	3	16	11	28	21	29	18	18	20	9	12	15
		Prepaid Chargedback Deacts	-3	-4	-2	-5	-1	-4	-6	-2	-6	-3	-9	-1
		Prepaid Reacts	0	0	0	0	0	0	0	0	0	0	0	0
		AMF Revenue	$169,155.56	$161,848.21	$154,169.13	$150,417.23	$146,854.19	$140,991.13	$111,963.40	$98,610.06	$83,855.48	$72,268.36	$60,173.93	$49,646.52
		AMF Cust Base	7,779	2,564	2,400	2,282	2,152	1,978	2,075	1,836	1,584	1,340	1,126	928

CONFIDENTIAL

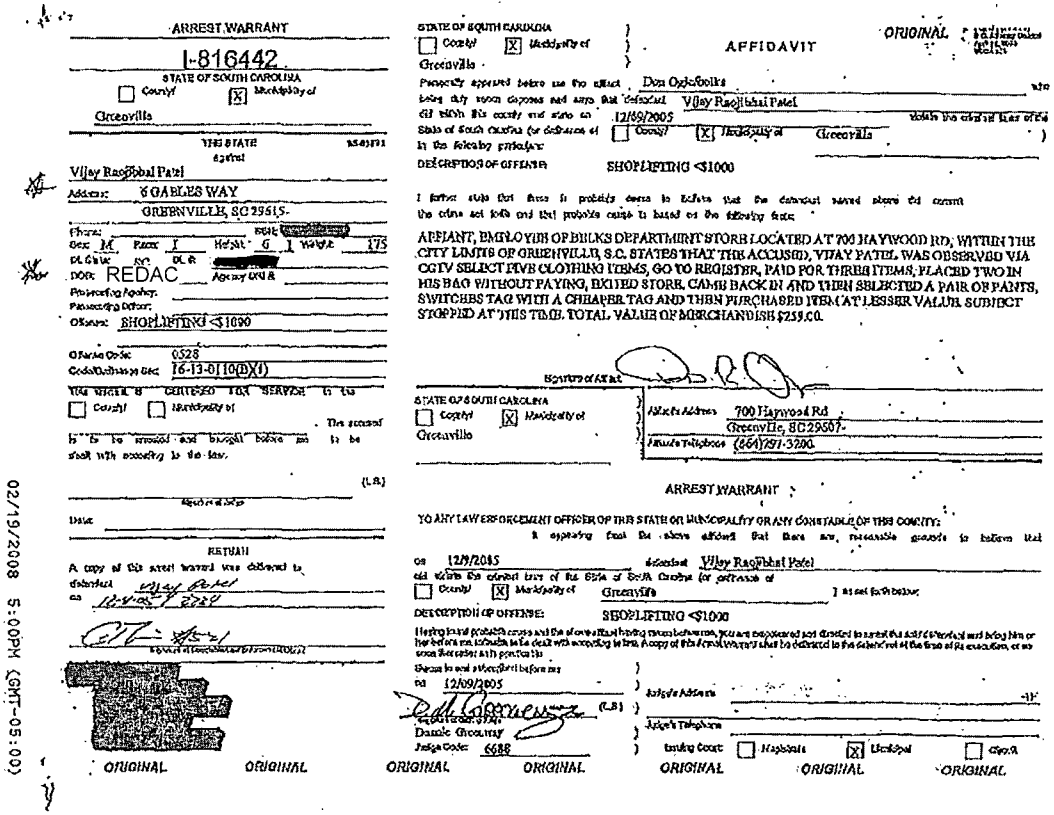
2013

			2013				
			1	2	3	4	5
7146	WIRELESS COMMUNICATIONS	Total $$	$2,432,071.32	$2,562,539.64	$2,591,833.10	$2,220,906.61	$2,703,146.05
		Net Activation with Bonus $$	$682,800.00	$798,620.00	$744,240.00	$597,685.00	$767,750.00
		Total Price Plan Activation $$	$843,940.00	$956,870.00	$889,560.00	$737,105.00	$927,525.00
		Activation Spiff $$	$5,420.00	$6,820.00	$8,815.00	$5,655.00	$8,480.00
		Chargedback Deact $$	($180,410.00)	($189,295.00)	($176,320.00)	($161,245.00)	($186,980.00)
		Deact Spiff $$	($2,360.00)	($1,975.00)	($2,245.00)	($2,005.00)	($2,025.00)
		Total Feature Activations $$	$0.00	$50.00	$800.00	$100.00	$650.00
		Activation Feature Spiff $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Feature Chargedback Deact $$	$0.00	$0.00	($150.00)	$0.00	$0.00
		Deact Feature Spiff $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Tota Reactivations $$	$2,260.00	$5,720.00	$2,620.00	$3,000.00	$1,920.00
		Reactivation Spiff $$	$0.00	$0.00	$130.00	$0.00	$0.00
		Bonus $$	$13,950.00	$20,430.00	$21,030.00	$15,075.00	$18,180.00
		Net Upgrade $$	$1,722,765.00	$1,782,055.00	$1,858,265.00	$1,632,575.00	$1,947,505.00
		Gross Upgrade $$	$1,759,970.00	$1,810,935.00	$1,881,965.00	$1,660,985.00	$1,975,660.00
		Upgrade Spiff $$	$1,920.00	$3,550.00	$2,010.00	$390.00	$5,780.00
		Digital Upgrade Adj $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Upgrade Deacts $$	($38,885.00)	($32,395.00)	($25,655.00)	($28,765.00)	($33,880.00)
		Upgrade Deacts Spiff $$	($240.00)	($35.00)	($55.00)	($35.00)	($55.00)
		Referral $$	$0.00	$0.00	$0.00	$0.00	$0.00
		AMF $$	$1,581.32	$1,189.64	$728.10	$296.61	$66.05
		MDF $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Co-Op $$	$0.00	$0.00	$0.00	$0.00	$0.00
		Secur Dep $$	($5,075.00)	($19,325.00)	($11,400.00)	($9,650.00)	($12,175.00)
		Misc Adj $$	$30,000.00	$0.00	$0.00	$0.00	$0.00
		Total Activations	1,958	2,113	2,013	1,674	2,038
		Postpaid Acts	1,945	2,096	2,005	1,666	2,019
		Total Deacts	-462	-442	-418	-378	-432
		Total Chargedback Deacts	-459	-437	-414	-373	-431
		Total Feature Activations	0	1	16	2	13
		Total Feature Chargedback Deacts	0	0	-3	0	0
		Total Reactivations	7	13	8	5	4
		Upgrades	3,502	3,598	3,681	3,266	3,913
		Upgrade Deacts	-90	-74	-59	-63	-66
		Prepaid Acts	13	17	8	8	19

CONFIDENTIAL

		Prepaid Chargeback Deacts	-6	-4	-2	-1	-5
		Prepaid Reacts	0	0	0	0	0
		AMF Revenue	$39,530.06	$29,737.27	$18,200.68	$7,414.05	$1,650.96
		AMF Cust Base	716	540	345	139	27

CONFIDENTIAL



ARREST WARRANT

I-816442

STATE OF SOUTH CAROLINA
☐ County ☒ Municipality of
Greenville

THE STATE
against
Vijay Raojibhai Patel

Address: 8 GABLES WAY
GREENVILLE, SC 29615-

Race: I Height: 6 1 Weight: 175
DL State: SC DL #: [redacted]
DOB: REDAC Agency ORI #:
Prosecuting Agency:
Prosecuting Officer:
Offense: SHOPLIFTING <$1000

Offense Code: 0528
Code/Ordinance Sec: 16-13-0[10(B)(1)

YOU WERE SERVED THIS SERVICE IN THE
☐ County ☐ Municipality of
. The accused
is to be arrested and brought before me to be
dealt with according to the law.

(L.S.)
Issuing Official

Date:

RETURN

A copy of this arrest warrant was delivered to
defendant Vijay Patel
on 12/09/2005

Signature of Law Enforcement Officer

ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL

STATE OF SOUTH CAROLINA
☐ County ☒ Municipality of
Greenville

AFFIDAVIT

ORIGINAL

Personally appeared before me the affiant Don Ogilesbee who
being duly sworn deposes and says that defendant Vijay Raojibhai Patel
did within this county and state on 12/09/2005 within the city limits of the
State of South Carolina (or defendant of ☐ County ☒ Municipality of Greenville)
in the following particulars:
DESCRIPTION OF OFFENSE: SHOPLIFTING <$1000

I further state that there is probable cause to believe that the defendant named above did commit the crime set forth and that probable cause is based on the following facts:

AFFIANT, EMPLOYEE OF BULKS DEPARTMENT STORE LOCATED AT 700 HAYWOOD RD, WITHIN THE CITY LIMITS OF GREENVILLE, S.C. STATES THAT THE ACCUSED, VIJAY PATEL WAS OBSERVED VIA CCTV SELECT FIVE CLOTHING ITEMS, GO TO REGISTER, PAID FOR THREE ITEMS, PLACED TWO IN HIS BAG WITHOUT PAYING, EXITED STORE, CAME BACK IN AND THEN SELECTED A PAIR OF PANTS, SWITCHES TAG WITH A CHEAPER TAG AND THEN PURCHASED ITEM AT LESSER VALUE. SUBJECT STOPPED AT THIS TIME. TOTAL VALUE OF MERCHANDISE $759.00.

Signature of Affiant

STATE OF SOUTH CAROLINA
☐ County ☒ Municipality of
Greenville

Affiant's Address: 700 Haywood Rd
Greenville, SC 29607-
Affiant's Telephone: (864)297-3200

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:
It appearing from the above affidavit that there are reasonable grounds to believe that
on 12/9/2005 defendant Vijay Raojibhai Patel
did within the criminal limits of the State of South Carolina (or jurisdiction of
☐ County ☒ Municipality of Greenville) as set forth below:
DESCRIPTION OF OFFENSE: SHOPLIFTING <$1000
Having found probable cause and the above affiant having sworn before me, you are commanded and directed to arrest the said defendant and bring him or her before me, to be dealt with according to law. A copy of this warrant shall be delivered to the defendant at the time of its execution, or as soon thereafter as practicable.
Sworn to and subscribed before me
on 12/09/2005
Signature of Judge (L.S.)
Daniel Greenway
Judge Code: 6688

Judge's Address:
Judge's Telephone:
Issuing Court: ☐ Magistrate ☒ Municipal ☐ Other

ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL ORIGINAL

FEB. 19. 2008 4:09PM USDATALINK NO. 5260 P. 2

02/19/2008 5:00PM (GMT-05:00)

VZW0000035

W000001 / 35 VZW000035

Pl. Trial Document 00001

USDatalink
SCREENING REPORTS

User #/Auth. Requestor: U5076
Customer Reference #: VP ENTERPRISES
Order #: u5076-080212-110235-2
Date: 2/14/2008

Subject: PATEL, VIJAY R SSN: NOT LISTED DOB: [redacted]

Criminal Court Records

Misdemeanor Records Check

GREENVILLE, SOUTH CAROLINA - City of Greenville

SEARCH RESULTS

Searched Magistrate Court, which includes all misdemeanors indexed by the City of Greenville, from at least 2001 to the present.

Note: * 2 possible record(s) found *
* Please thoroughly check record to determine if matches coincide.*

Match #: 1

Name on record: PATEL, VIJAY
DOB on record: [redacted]
SSN on record: NOT LISTED
Case number: I816442
File date: 12/09/2005
Charge: SHOPLIFTING-MISDEMEANOR
Disposition date: 12/14/2005
Disposition: GUILTY
Sentence: 30 DAYS JAIL-SUSPENDED; COSTS

Match #: 2

Name on record: PATEL, VIJAY
DOB on record: [redacted]
SSN on record: NOT LISTED
Case number: 95747DS
File date: 07/03/2007
Charge: ALCOHOL/OPEN CONTAINER OF BEER OR WINE IN VEHICLE-MISDEMEANOR
Disposition date: 08/28/2007
Disposition: NOT GUILTY

* End of Report *

Report provided by USDatalink (800)364-7770

Employment Information

Krish V Patel | EMP | ID: 489424 | Empl Rcd #: 0

Organizational Instance

Organizational Instance Rcd:	0	Original Start Date:	06/28/2004	Override
Last Start Date:	06/28/2004	Hire Date:	06/28/2004	
Termination Date:	10/22/2007			
Org Instance Service Date:		Override		

Organizational Assignment Data

Instance Record

Last Assignment Start Date:	06/28/2004		First Assignment Start:	06/28/2004		
Assignment End Date:	10/22/2007					
			Years	Months	Days	Time Reporter Data
Company Seniority Date:	06/28/2004	Override	3	3	24	
Service Date:	06/28/2004	Override	3	3	24	Service Bridge Comm
Seniority Pay Calc Date:		Override				

Job Data | Employment Data | Benefits Program Participation

Confidential
VZW 0001

From: Kaj [kaj.patel@charter.net]
Sent: Wednesday, June 02, 2010 5:08 PM
To: kaj.patel@charter.net
Subject: Fwd: Fwd: Business Plans

BusinessPlan2.doc

BusinessPlanTavaGrill.doc

--
Pankaj (Kaj) Patel

> Date: Wed, 5 Dec 2007 5:05:49 -0800
> From: Kaj Patel <kaj.patel@charter.net>
> To: krishv.patel@yahoo.com
> Subject: Fwd: Business Plans
>
>
> > Date: Tue, 4 Dec 2007 12:38:14 -0800
> > From: Kaj Patel <kaj.patel@charter.net>
> > To: "krishv.patel: hotmail.com" <krishv.patel@hotmail.com>,
> > vijay831@hotmail.com
> > Subject: Business Plans
> >
> > Krish,
> > Attached are two Business plans, one of which is for Tava grill and
> > has some stats of greenville that may be useful. Please keep
> > confidential and do not distribute. Neither plan is in a presentable
> > format so you will need to preety it up for presentation. Once you
> > get it prepared, email to me so that I can review/critic. Let me
> > know when the meeting with verizon is in advance so that I can plan
> > accordingly Thanks Kaj

Table of Contents

Cover Letter
Executive Summary
Company Description
Industry Analysis
Products & Related Services
The Target Market
The Competition
Marketing Plan & Sales Strategy
Operations
Management & Organization
Long-Term Development & Exit Plan
Financial Data & Projections
Appendices

Company Description

Tava Grill, Inc., a South Carolina based company, will operate Tava Grill, a single unit, small to medium-size restaurant serving healthy Indian fusion cuisine. Outside catering will also be operated out of the restaurant. The restaurant will be located at _____ in Greenville, SC.

Mission Statement
The company's goal is that of a multi-faceted success. Our first responsibility is to the financial well-being of the restaurant. We will meet this goal while trying to consider; 1) serving fresh and healthy food. 2) Highest quality of food. 3) The best service to our customers and 4) the high quality of attitude, fairness, understanding, and generosity between management, staff, customers, and vendors. Awareness of all these factors and the responsible actions that result will give our efforts a sense of purpose and meaning beyond our basic financial goals.

Development & Status
The company was incorporated in September of 2005 and elected sub-chapter S. The founder is Parul Patel. Parul is the President. The restaurant will be operated and managed by four family members, Parul, Atul, Minal and Jyotin while Pankaj Patel will be the business advisor. Startup capital will be provided by Parul ($30,000), Atul ($20,000) and Jyotin ($10,000). Additional capital requirements of up to $50,000 have been arranged for at Bank of America and/or BB&T and will be drawn as needed.
A couple of suitable sites for the first restaurant were found last month and once the final location is picked, lease negotiations will be under way. The location will be around the Haywood Mall area and close to a dense population of the target market (Fluor, St. Francis, Greenville Hospital system, North Hill Medical, USPS, etc). Depending on the final location, the restaurant will start operating either immediately or by March 2006.

Future Plans
After the business is meeting its projections by year Two, we will start developing a non-full service type of restaurant with a limited menu for deployment as franchise units. Our five year goal is to have 3 restaurants in the greater Greenville area with a combined annual profit of between $500,000 and $1,000,000.

Industry Analysis

Although the restaurant industry is very competitive, the lifestyle changes created by modern living continue to fuel its steady growth. More and more people have less time, resources, and ability to cook for themselves. Trends are very important and Tava Grill is well positioned in a niche market of Indian fusion cuisine, excellent service and healthy vegetarian and non-vegetarian foods at moderate prices.

The Restaurant Industry Today
The food service business is the third largest industry in the country. It accounts for over $476 billion annually in sales. More than 7 out of 10 eating and drinking places are single unit (independent) operations. The average American spends $910 of his/her income on meals away from home. This number has been increasing for the past seven years.

Products & Related Services

Tava Grill Restaurant will be offering a menu of food and beverages with a distinctive image. There will be three ways to purchase these products; table service at the restaurant, take-out from the restaurant, and delivery to home or office event/parties.

The Menu
The Tava Grill menu (see appendices) is moderate sized, and moderate priced offering a collection of Indian fusion dishes with a common theme -- healthy (low-fat, low cholesterol, natural ingredients), and flavorful. Our goal is to create the image of uniquely satisfying and still nutritious food. The menu will feature both vegetarian and non-vegetarian foods.
There has been an increased awareness of nutritional and health concerns in recent years and a growing market of people who now eat this style of cooking regularly.

Production
Food production and assembly will take place in the kitchen of the restaurant. Fresh vegetables, meat and dairy products will be used to crate all of the dishes from scratch. The chef will exercise strict standards of sanitation, quality production, and presentation or packaging over the kitchen and service staff.

Service
There will be three ways a customer can purchase food. They may sit down at one of the 75 seats in the dining room and get full service from a waitperson. A separate take-out counter will service those who wish to pick up their food. All of take-out

food will be prepared to order with orders coming from either the website, telephone or fax. Delivery (an indirect form of take-out) will be available for planned events and parties.

The Target Market

The market for Tava Grill's products covers a large area of diverse and densely populated groups that would pay for and appreciate the fresh and healthy foods. It is also an area known for and catering to the demographic group we are targeting.

Market Location & Customers
The Haywood road area is one of the most desirable retail locations in Greenville. The customer base will come from 3 major segments;

- **Local population** -- the county of Greenville with a year-round population of 400,000.
- **Tourism** -- between hotels, motels, bed & breakfast rooms and inns, there are over 8,500 rooms available. Last year they were at 92% occupancy.
- **Local businesses** -- The Chamber of Commerce lists over 6400 businesses. Companies such as Michelin, BMW, Fluor, Jacobs, etc have large offices or corporate headquarter located here.
- **Venues:** Bi-Lo Center (16,000), Furman University Timmons Arena (4,750), Sirrine Stadium (13,000), Furman University Paladin Stadium (16,000), Furman University Soccer Stadium (3,000)
- **Hotel Rooms:** 8,012 (Greenville County)

The food concept and product image of Tava Grill will attract 3 different customer profiles;

- **The student** -- more and more young people have developed healthy eating habits. Some also go through a "health food phase" while in college.
- **The health conscious person of any age or sex** -- this includes anyone who has committed to a healthy diet. Our unique vegetarian menu will offer a wide variety of foods to select from.
- **Curious and open-minded** -- "If you try it, you will like it." Through marketing, publicity, and word-of-mouth, people will seek out a new experience and learn that nutritious food can be tasty, fun, convenient, and inexpensive.
- **Large Indian and European community** – Communities in Greenville, Anderson and Spartanburg that desire quality Indian cuisine.

The Competition

There are only two Indian restaurants in Greenville, Anderson and Spartanburg counties. Tava Grill will offer an innovative product in a familiar style at a competitive price. Our aggressive plans of take-out and delivery will also give us an advantage to create a good market share before the competition can adjust or similar concepts appear.

Competitor's Profile
Competing with Tava Grill for the target market are these categories of food providers:

- Independent table service restaurants of similar menu and price structure.

Independent operators include India Palace, and Delhi Palace. Most are ethnic based and will carry at least two similar menu items. India Palace is a long-standing business while the other are fairly new. They are both doing very well despite their bad location, service and quality of food.
In addition neither company delivers prepared meals daily to offices.

Competitive Strategy
There are three major ways in which we will create an advantage over our competitors;

- product identity, quality, and novelty
- high employee motivation and good sales attitude
- innovative and aggressive service options.

Tava Grill will be the only restaurant among all the competition which focuses the entire menu on fresh healthy cooking. Each of the competitors offers at least one "healthy" selection on their menu. The target market will perceive Tava Grill as the destination location for fresh and healthy cooking.
Once they have tried the restaurant, their experience will be reinforced by friendly, efficient, knowledgeable service. Return and repeat business will be facilitated by accessable take-out and delivery options. At the time of this writing all of the competitors offered take-out.

Marketing Plan & Sales Strategy

Market Penetration
Entry into the market should not be a problem. The store has high visibility with heavy foot traffic all day long. The local residents always support new restaurants and the tourists do not have fixed preferences. In addition, Both Parul and Pankaj have been involved with the local Indian community since 1985. They have both served on the India Association of Greater Greenville (IAGG) committee at various times.

Marketing Strategy
Focusing on the unique aspect of the product theme (healthy, tasty foods) a mix of marketing vehicles will be created to convey our presence, our image, and our message.

- **Print media** -- local newspapers, magazines and student publications
- **Hotel guides**, concierge relations, Chamber of Commerce brochures
- **Direct mail** -- subscriber lists, offices for delivery
- **Misc.** -- yellow pages, charity events
- **Internet Website**

The marketing effort will be split into 3 phases;

1) **Opening** -- An advanced notice sent out to our personal, business and community contacts. We want this to be a low key opening.
2) **Ongoing** -- A flexible campaign with personal, business and community contacts, assessed regularly for effectiveness.
3) **Point of sale** -- A well-trained staff can increase the average check as well as enhancing the customer's overall experience. Word-of-mouth referral is very important in building a customer base.

Future plans and Strategic Opportunities
Catering to offices (even outside of our local area) may become a large part of gross sales. At that point a sales agent would be hired to directly market our products for daily delivery or catered functions.

Operations

Hours of Operation
The restaurant will be open for lunch and dinner 6 days a week. Service will begin at 11:00 AM and end at 2:00 PM for lunch and from 5:00 PM to 9:00 PM (11:00 PM on Friday and Saturday nights) for dinner. The restaurant will be closed Christmas, Thanksgiving, and the Fourth of July.

Employee Training & Education
Employees will be trained not only in their specific operational duties but in the philosophy and applications of our concept. They will receive extensive information from the chef and be kept informed of the latest information on healthy eating.

Systems & Controls
A big emphasis is being placed on extensive research into the quality and integrity of our products. They will constantly be tested for our own high standards of freshness and purity. Food costs and inventory control will be handled by our computer system and checked daily by management.

Food Production
All the food will be prepared on the premises. The kitchen will be designed for high standards of sanitary efficiency and cleaned daily. All Food will be made to order.

Delivery & Catering
Food for delivery may be similar to take-out (prepared to order) or it may be prepared earlier and stocked. Catering will be treated as deliveries.

Management & Organization

Key Employees & Principals
Parul Patel, President.
Atul Patel, Vice President and General Manager
Minal Patel and Jyotin Patel, Executive chefs, Non-vegetarian and vegetarian respectively

Compensation & Incentives
Tava Grill will offer competitive wages and salaries to all employees with benefit packages available to key personnel only.

Board of Directors
At the present, no outside board of directors will be retained.
Consultants & Professional Support Resources
At the present, no outside consults have been retained, excepting the design department at Best Equipment.

Long-Term Development & Exit Plan

Goals
Tava Grill is an innovative concept that targets a new, growing market. We assume that the market will respond, and grow quickly in the next 5 years. Our goals are to create a reputation of quality, consistancy and security (safety of food) that will make us the leader of a new style of dining.

Strategies
Our marketing efforts will be concentrated on take-out and delivery, the areas of most promising growth. As the market changes, new products may be added to maintain sales.

Milestones
After the restaurant opens, we will keep a close eye on sales and profit. If we are on target at the end of year 1, we will look to expand to a second unit.

Risk Evaluation
With any new venture, there is risk involved. The success of our project hinges on our unique menu, quality and freshness of our healthy food.

Table of Contents

Cover Letter
Executive Summary
Company Description
Industry Analysis
Products & Related Services
The Target Market
The Competition
Marketing Plan & Sales Strategy
Operations
Management & Organization
Long-Term Development & Exit Plan
Financial Data & Projections
Appendices

Company Description

Kundo, Inc., a Massachusetts based company, will operate Abonda, a single unit, medium-size restaurant serving healthy, contemporary style food. The restaurant will be located at 645 Deacon Street in Cambridge, Massachusetts.

Mission Statement

The company's goal is that of a multi-faceted success. Our first responsibility is to the financial well-being of the restaurant. We will meet this goal while trying to consider; 1) the effect of our products on the health and well being of our customers (and our staff), 2) the impact that our business practices and choices will have on the environment, and 3) the high quality of attitude, fairness, understanding, and generosity between management, staff, customers, and vendors. Awareness of all these factors and the responsible actions that result will give our efforts a sense of purpose and meaning beyond our basic financial goals.

Development & Status

The company was incorporated in September of 1995 and elected sub-chapter S. The founders are Jack Morton and Wilma Mason. Jack is the President and Wilma the Vice-President. There is a total of 10,000 shares of common stock issued. Wilma and Jack each own 3,000 and the remainder are retained by the company for future distribution. In addition they have loaned the company $25,000 of their own money for research and start-up costs.

A suitable site for the first restaurant was found last month and lease negotiations are in the final stages. The location will be on Deacon Street, just outside Harvard Square and close to a dense population of the target market. When the lease is signed there will be three months of free rent for construction and in that time the balance of the start-up funds must be raised. With that phase completed, Abonda Restaurant can then open and the operations phase of the project can begin.

Future Plans

If the business is meeting its projections by month nine, we will start scouting for a second location and develop plans for the next unit. Our five year goal is to have 3 restaurants in the greater Boston area with a combined annual profit of between $500,000 and $1,000,000.

Table of Contents

Industry Analysis

Although the restaurant industry is very competitive, the lifestyle changes created by modern living continue to fuel its steady growth. More and more people have less time, resources, and ability to cook for themselves. Trends are very important and Abonda is well positioned for the current interest in lighter, healthier foods at moderate to low prices.

The Restaurant Industry Today

The food service business is the third largest industry in the country. It accounts for over $240 billion annually in sales. The independent restaurant accounts for 15% of that total. The average American spends 15% of his/her income on meals away from home. This number has been increasing for the past seven years. In the past five years the restaurant industry has out-performed the national GNP by 40%. The reasons given by the Folkney Report (November 1994) are 1) lifestyle changes, 2) economic climate, and 3) increase of product variety.

There are 600 new restaurants opening every month and over 200 more needed to keep pace with increasing demand.

Future Trends & Strategic Opportunities

The predicated growth trend is very positive both in short and long-term projections. Folkney states again that as modern living creates more demands, people will be compelled to eat more meals away from home. The DMR Industrial Report (April 1995) estimates this as high as 30% over the next five years.

In 1988 The National Restaurant Association released the Foodservice Industry 2000 report that forcasted how the industry might look in the year 2000. Some highlights from the panel's findings:

- "Consumers will spend a greater proportion of their food dollar away from home.
- Independent operators and entrepreneurs will be the main source of new restaurant concepts.
- Nutritional concerns will be critical at all types of foodservice operations, and food flavors will be important.
- Environmental concerns will receive increased attention."

Table of Contents

Products & Related Services

Abonda Restaurant will be offering a menu of food and beverages with a distinctive image. There will be three ways to purchase these products; table service at the restaurant, take-out from the restaurant, and delivery to home or office.

The Menu

The Abonda menu (see appendices) is moderate sized, and moderate-low priced offering a collection of ethnic and American items with a common theme -- healthy (low-fat, low cholesterol, natural ingredients), flavorful, and familiar. Our goal is to create the image of light satisfying and still nutritious food.

There has been an increased awareness of nutritional and health concerns in recent years and a growing market of people who now eat this style of cooking regularly.

Production

Food production and assembly will take place in the kitchen of the restaurant. Fresh vegetables, meat and dairy products will be used to crate most of the dishes from scratch. The chef will exercise strict standards of sanitation, quality production, and presentation or packaging over the kitchen and service staff.

Service

There will be three ways a customer can purchase food. They may sit down at one of the 54 seats in the dining room and get full service from a waitperson. A separate take-out counter will service those who wish to pick up their food. Most take-out food will be prepared to order with orders coming from either the telephone or fax. Delivery (an indirect form of take-out) will be available at certain times and to a limited area.

Future Opportunities

There is a market segment that prefers to eat this type of cooking at home although they do not have the time to cook. There are already caterers and even mail order companies that provide individuals and families with up to a month's supply of pre-prepared meals.

This opportunity will be researched and developed on a trial basis. If successful, it could become a major new source of income without creating the need for additional staff or production space.

Table of Contents

The Target Market

The market for Abonda's products covers a large area of diverse and densely populated groups. Although it will be located in a downtown urban setting, it is an area where people travel to eat out and one that is also frequented by tourists. It is also an area known for and catering to the demographic group we are targeting.

Market Location & Customers

The Harvard Square area is one of the most desirable retail locations in New England. The Mass. Chamber of Commerce rates it as the third best retail market in the state. There are more than 400 businesses in a 1/4 square mile area with average sales of $330 per square foot.

The customer base will come from 3 major segments;

- **Local population** -- the city of Cambridge with a year-round population of 145,000 is centrally located in the Boston area and is within 15 minutes drive of 8 major suburbs.
- **Colleges and Universities** -- Harvard alone has 6 different schools within walking distance of Deacon Street and a seasonal population of 22,000. In addition 5 more colleges near the square have large student bodies.
- **Tourism** -- between hotels, motels, bed & breakfast rooms and inns, there are over 8,500 rooms available. Last year they were at 92% occupancy.
- **Local businesses** -- The Cambridge Chamber of Commerce lists over 900 businesses with an average of 12 employees in the Harvard square area.

The food concept and product image of Abonda will attract 3 different customer profiles;

- **The student** -- more and more young people have developed healthy eating habits. Some also go through a "health food phase" while in college.
- **The health conscious person of any age or sex** -- this includes anyone on a restricted or prescribed diet or those who have committed to a healthy diet.
- **Curious and open-minded** -- "If you try it, you will like it." Through marketing, publicity, and word-of-mouth, people will seek out a new experience and learn that nutritious food can be tasty, fun, convenient, and inexpensive.

Market Trends & The Future
The population and demographics of Harvard square have remained steady for the last 14 years. Tourism has increased 24% over the last 3 years and is predicted to keep growing. Local businesses are increasing at a rate of 18% yearly.
The idea of a health consciousness through nutritional awareness and dietary change has been slowly building for the last 7 years. The extensive government studies and new Food Guide Pyramid have given everyone a new definition of a balanced, healthy diet. This is not a fad but a true dietary trend
backed by the scientific and medical community, the media, the government, and endorsed by the big food manufacturers. As the Foodservice 2000 report stated, this trend will be even more important by the turn of the century.
As people want to stay home more and cook less our strategy of delivering prepared meals on a weekly or monthly arrangement may be a widespread accepted new way of eating.

Table of Contents

The Competition

There are over two dozen restaurants in the Harvard Square area that sell food at similar prices. Although this presents an obvious challenge in terms of market share, it also indicates the presence of a large, strong potential. The newest competitors have made their successful entry based on an innovative concept or novelty. Abonda will offer an innovative product in a familiar style at a competitive price. Our aggressive plans of take-out and delivery will also give us an advantage to create a good market share before the competition can adjust or similar concepts appear.
Competitor's Profile
Competing with Abonda for the target market are these categories of food providers:

- Independent table service restaurants of similar menu and price structure.
- Chain " " " " "
- Commercial foodservice companies serving students directly.

Independent operators include Grendel's Den, Iako, Bombay Club, Iruna, and The Border Cafe. Most are ethnic based and will carry at least two similar menu items. Grendel's and Iruna are long-standing businesses while the others are fairly new. They all are doing very well.
The major chain restaurants are House of Blues, Chili's and Bertucci's. All are relatively new but well established and profitable. They have big resources of marketing and/or a specialty product or attraction (House of Blues is also a live

music club). Ogden Foods and Cysco both service 24,000 Harvard students but their product is not appealing enough to prevent students from eating out 5 to 7 meals a week. In addition there are two local catering companies that deliver prepared meals daily to offices.

Competitive Strategy

There are three major ways in which we will create an advantage over our competitors;

- product identity, quality, and novelty
- high employee motivation and good sales attitude
- innovative and aggressive service options.

Abonda will be the only restaurant among all the competition which focuses the entire menu on healthy, low-fat cooking. Each of the competitors offers at least one "healthy" selection on their menu. Grendel's Den even has an entire section called "On the Lighter Side" but in all cases they are always seen as alternatives to the main style being offered. The target market will perceive Abonda as the destination location for healthy, low-fat cooking.

Once they have tried the restaurant, their experience will be reinforced by friendly, efficient, knowledgeable service. Return and repeat business will be facilitated by accessable take-out and delivery options. At the time of this writing all of the competitors offered take-out but only two (Bertucci"s & Chili's).

Table of Contents

Marketing Plan & Sales Strategy

Market Penetration

Entry into the market should not be a problem. The store has high visibility with heavy foot traffic all day long. The local residents and students always support new restaurants and the tourists do not have fixed preferences. In addition, $10,000 has been budgeted for a pre-opening advertising and public relations campaign.

Marketing Strategy

Focusing on the unique aspect of the product theme (healthy, tasty foods) a mix of marketing vehicles will be created to convey our presence, our image, and our message.

- **Print media** -- local newspapers, magazines and student publications
- **Broadcast media** -- local programming and special interest shows
- **Hotel guides,** concierge relations, Chamber of Commerce brochures
- **Direct mail** -- subscriber lists, offices for delivery
- **Misc.** -- yellow pages, charity events

A public relations firm has been retained to create special events and solicit print and broadcast coverage, especially at the start-up.

The marketing effort will be split into 3 phases;

1) **Opening** -- An advanced notice (press packet) sent out by the PR firm to all media and printed announcement ads in key places. Budget - $10,000

2) **Ongoing** -- A flexible campaign (using the above media), assessed regularly for effectiveness. Budget - $10,000

3) **Point of sale** -- A well-trained staff can increase the average check as well as enhancing the customer's overall experience. Word-of-mouth referral is very important in building a customer base.

Future plans and Strategic Opportunities
Catering to offices (even outside of our local area) may become a large part of gross sales. At that point a sales agent would be hired to directly market our products for daily delivery or catered functions.

Table of Contents

Operations

Facilities & Offices
The restaurant at 645 Deacon Street is a 2400 Square foot space. It was formerly a restaurant and needs on minor structural modifications. The licenses and codes' issues are all in order. New equipment and dining room furnishings will be purchased and installed by the general contractor. Offices of the corporation are presently at Jack Morton's home but will be moved to the restaurant after opening.
Hours of Operation
The restaurant will be open for lunch and dinner 7 days a week. Service will begin at 11:00 AM and end at 11:00 PM. The restaurant will be closed Christmas, Thanksgiving, and the Fourth of July.
Employee Training & Education
Employees will be trained not only in their specific operational duties but in the philosophy and applications of our concept. They will receive extensive information from the chef and be kept informed of the latest information on healthy eating.
Systems & Controls
A big emphasis is being placed on extensive research into the quality and integrity of our products. They will constantly be tested for our own high standards of freshness and purity. Food costs and inventory control will be handled by our computer system and checked daily by management.
Food Production
Most food will be prepared on the premises. The kitchen will be designed for high standards of sanitary efficiency and cleaned daily. Food will be made mostly to order and stored in large coolers in the basement.
Delivery & Catering
Food for delivery may be similar to take-out (prepared to order) or it may be prepared earlier and stocked. Catering will be treated as deliveries.

Table of Contents

Management & Organization

Key Employees & Principals
Jack Morton, President. Jack Morton is also the owner and manager of Grains & Beans, a local natural food wholesaler and retail store. Since 1977 his company has created a high-profile mainstream image for natural foods. In 1992 Grains & Beans opened a small cafe within the retail store that became so popular and profitable, he decided to expand the concept into a full service restaurant.
Jack brings with him a track record of success in the natural foods industry. His management style is innovative and in keeping with the corporate style outlined in the mission statement.
Compensation & Incentives
Abonda will offer competitive wages and salaries to all employees with benefit packages available to key personnel only.

Board of Directors
An impressive board of directors has been assembled that represents some top professional from the area. They will be a great asset to the development of the company.
Consultants & Professional Support Resources
At the present, no outside consults have been retained, excepting the design department at Best Equipment.
Management to be Added
We are presently searching for a general manager and executive chef. These key employees will be well chosen and given incentives for performance and growth.
Management Structure & Style
Jack Morton will be the President and Chief Operating Officer. The general manager and chef will report to him. The assistant manager and sous-chef will report to their respective managers, and all other employees will be subordinate to them.
Ownership
Jack Morton and the stockholders will retain ownership with the possibility of offering stock to key employees if deemed appropriate.

Table of Contents

Long-Term Development & Exit Plan

Goals
Abonda is an innovative concept that targets a new, growing market. We assume that the market will respond, and grow quickly in the next 5 years. Our goals are to create a reputation of quality, consistancy and security (safety of food) that will make us the leader of a new style of dining.
Strategies
Our marketing efforts will be concentrated on take-out and delivery, the areas of most promising growth. As the market changes, new products may be added to maintain sales.
Milestones
After the restaurant opens, we will keep a close eye on sales and profit. If we are on target at the end of year 1, we will look to expand to a second unit.
Risk Evaluation
With any new venture, there is risk involved. The success of our project hinges on the strength and acceptance of a fairly new market. After year 1, we expect some copycat competition in the form of other independent units. Chain competition will be much later.
Exit Plan
Ideally, Abonda will expand to five units in the next 10 years. At that time, we will entertain the possibility of a buy-out by a larger restaurant concern or actively seek to sell to a new owner.

PLAINTIFF'S EXHIBIT 8

VZW BUSINESS PLAN

From: krish patel (krishv.patel@hotmail.com)
Sent: Thu 12/06/07 2:42 PM
To: krishv.patel@yahoo.com
1 attachment
VZW AGENT BUSINESS PLAN.doc (51.0 KB)

Kelley,

I have attached a word doc. with our Verizon Wireless business plan.

If you would like to me go over with you on the phone you may contact me. Please feel free to get in touch with me with any questions.

Talk to you soon,

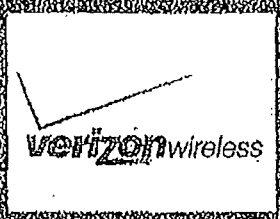
Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

December 2007

Verizon Wireless Agent Business Plan



Pankaj Patel & Vijay H. Patel

12/6/2007

7

Pl. Trial Document 00018

Company Description

This company is formed by a group of local entrepreneurs. This South Carolina based company will operate Verizon Wireless agent location(s). Location(s) will be exclusive retail location(s) to purchase Verizon Wireless service and equipment.

Objective:

- To build the flagship agent store of Verizon Wireless in the district. Through sales, revenues and customer experience.
- To provide training and support for store personal, maintaining excellent moral of all store employees.
- To create the best possible customer experience resulting not only in customer loyalty and increasing sales for the store, but also for Verizon Wireless.
- To hold regular staff meetings that will result in the continued commitment of building one team, which, by working together will make our stores flagship agent stores of the district.

Development & Status

The company has not been incorporated and licensed yet. Upon meeting with Verizon Wireless approval committee, incorporation and licensing will be pursued immediately. The founders are Pankaj Patel and Vijay R. Patel. Pankaj will take roll as the CEO & President. The agent location will be operated and managed by the company. Vijay Patel will be the Vice President. Startup capital will be provided by Pankaj Patel and Vijay R. Patel. Additional capital requirements of up to $250,000.00 can be available. Bank of America and BB&T have established relationships with our principle.

A few locations sites were found in September 2007.

One definite location which is available for business is:

1618 Woodruff Road Greenville, SC 29607,

Earle Furman, NAI has already been contacted to confirm availability.

9 Additional locations have been preliminary outlined to be located as follows:

Pelham Road , Greenville, SC
Augusta Road , Greenville, SC
Haywood Road , Greenville, SC
Butler Road , Mauldin , SC
Blackstock Road, Spartanburg, SC
SC Highway 9 , Spartanburg, SC
SC Highway 123, Easley, SC
Anderson, SC
Gaffney, SC

Earle Furman, NAI (Broker in charge, Principal) has worked projects with our group previously. His firm will keep us up to date on availability of key retail locations for future expansions.

Expansion Time Line

Immediate Actions

After the business meets its projections within 3-6 months, we will start expanding locations starting with highest traffic count and market research. Our goal is to have all ten locations operating in the Upstate of South Carolina as fast as possible.

Short Term

We would like to expand north and south of I – 85. Our stretch goal would entail expanding vastly in the Carolinas and Tennessee regions.

Long Term

Our long term goal would be to expand along the east coast of the United States and to be recognized as agent leaders of Verizon Wireless.

Industry Analysis

The wireless industry is very competitive and demanding. Verizon Wireless is a recognized market
leader in this industry, mainly competing with GSM leader AT&T Mobility. Verizon Wireless has over 63.7 million customers and over 38 billion dollars in revenue. With Greenville's rank "highest cell phone per capita users" a few years ago, we believe there still is a high demand for wireless services. By offering the premium network Verizon Wireless and a strategically planned

business team, both companies will benefit and succeed.

The wireless industry has evolved from trunk phones to the ability to down load your favorite song over the air, right off your handset device. There are over 162 million subscribers to the wireless industry and over $118 billion in investments.

There's much more that is offered in today's wireless products. Verizon Wireless offers America's most reliable network with the industry fasted mobile broadband network. This is one of the few reasons why Verizon Wireless dominates the Carolinas/Tennessee market. With Carolina/Tennessee region being one of the most productive and revenue generating regions in the company, our company knows we can contribute to that success.

Products & Related Services

Our locations will have full intent to offer the complete line of products and wireless solutions provided by Verizon Wireless. By using a strategic inventory process control, we will be able to provide all different types of products to our consumers.

Service

A team of professional, motivated, positive and knowledgeable staff will be available for our customers.
Every customer will get the perfect customer experience from our sales team. All employees will go through extensive training when hired. The sales team will be intergraded with the communities' business events. All representatives will be trained on out bound and cold calling. Employees will be trained on how to generate small business leads as well as how to establish and create them. Employee will be trained on personal selling skills, customer first and probing models. Mystery shops will be conducted in order to evaluate and promote better performances. Employees will be trained on CDMA technology as well as evdo. As technology changes or improves all employees will be kept up to date.

Verizon Wireless VS. Competitors – AT&T, T-Mobile, Sprint, Alltel,

The competitive advantage will be taught to be sure our employees providing consumers with accurate information.

The Target Market

The market for the Verizon Wireless products is anyone age 6 and up. The Upstate, SC market is densely populated and increases to grow. With ICAR research center and south financial bank coming into Greenville, it will increase the demand for cellular users.

Market Location & Customers

Our first location will be placed on Woodruff Road, the highest traffic count and real estate value in the Upstate of SC.

Local population -- the county of Greenville with a year-round population of 500,000 +-.
Local businesses -- The Chamber of Commerce lists over 6400 businesses. Companies such as Michelin, BMW, Fluor, Jacobs, etc have large offices or corporate headquarter located here.
Venues: Bi-Lo Center (16,000), Furman University, Timmons Arena (4,750), Sirrine Stadium (13,000),
Furman University Paladin Stadium (16,000), Furman University Soccer Stadium (3,000)
The student -- USC Upstate, the largest growing university in the state. Clemson, Furman, Greenville Tech, Bob Jones, North Greenville College

Competitive Strategy

Our locations will offer:

- A professional, perfect customer experience and total wireless solutions.
- Trained individuals, guided by professionals of the business industry.
- changing behaviors to change results
- High employee motivation and good sales attitude

Marketing Plan & Sales Strategy

Market Penetration
Entry into the market should not be a problem. The first store has extremely high visibility with heavy foot traffic all day long. The most traveled on and highest real estate value road in the Upstate of SC.

Marketing Strategy

Focusing on the unique service and professionalism. Courteous and knowledgeable sales consultants to provide consumers with all their wireless needs. Backed up by Verizon Wireless, Worry Free Guarantee

- Print media -- local newspapers, magazines and student publications
- Chamber of Commerce brochures
- Direct mail -- subscriber lists, office
- Misc. -- yellow pages, charity events
- Internet Website

Corporate relations

The marketing effort will be split into 3 phases;

1) Opening -- An advanced notice sent out to our personal, business and community contacts.
2) Ongoing -- A flexible campaign with personal, business and community contacts, assessed regularly
for effectiveness.
3) Point of sale -- A well-trained staff can increase the average check as well as enhancing the customer's overall experience. Word-of-mouth referral is very important in building a customer base.

Hours of Operation

TBA, 7 Days a week operation

Employee Training & Education

Employees will be trained not only in their specific operational duties but in the philosophy and applications of our concept. They will receive extensive information from the management and be kept informed of the latest information on the industry.

Systems & Controls

Selling with Integrity

Management & Organization

Pankaj Patel, CEO & President
Vijay R. Patel, Vice President

Krish Patel, General Manager & Project Development
TBA, Sales & Operations Manager

Parul P. Patel, Director of Training & Inventory Control
Alka V. Patel, Director of Marketing

S. Allan Hill – Attorney & Professional Business/Legal Support.
Mukund Desai – CPA, Consultant

- Corporate relations

The marketing effort will be split into 3 phases;

1) Opening -- An advanced notice sent out to our personal, business and community contacts.
2) Ongoing -- A flexible campaign with personal, business and community contacts, assessed regularly
for effectiveness.
3) Point of sale -- A well-trained staff can increase the average check as well as enhancing the customer's overall experience. Word-of-mouth referral is very important in building a customer base.

Hours of Operation

TBA, 7 Days a week operation

Employee Training & Education

Employees will be trained not only in their specific operational duties but in the philosophy and applications of our concept. They will receive extensive information from the management and be kept informed of the latest information on the industry.

Systems & Controls

Selling with integrity

Management & Organization

Pankaj Patel, CEO & President
Vijay R. Patel, Vice President

Krish Patel, General Manager & Project Development
TBA, Sales & Operations Manager

Parul P. Patel, Director of Training & Inventory Control
Alka V. Patel, Director of Marketing

S. Allan Hill – Attorney & Professional Business/Legal Support
Mukund Desai – CPA, Consultant

Revenues					
Lunch				16	
	# Served/Day	Avg/person	Total/Day	Tot/Month	Tot/Year
	80	$8	$640	$15,360	$184,320
Dinner	60	$25	$1,500	$24,000	$288,000
Totals	140	$33	$2,140	$39,360	$472,320
	Tips	0%	$0	$0	$0

	Expense	Tot/Month	Tot/Year	
18.00%	Food	$7,085	$85,018	May be 25%
	Rent	$2,170	$26,040	$10/sf with CAM
	CAM	$600	$7,200	Waived for 2005
	Maintenance	$50	$600	
	Insurance	$200	$2,400	
25%	Payroll	$9,840	$118,080	
	Licences	$60	$720	
	Professional Fees	$100	$1,200	
	Utilities	$1,000	$12,000	
	Uniforms	$0	$0	
	Linen Laundry	$0	$0	
	Linen Rental	$15	$180	
	Replacement costs	$0	$0	
	Menus	$20	$240	
	Pest Extermination	$45	$540	
1%	Disposable supplies	$394	$4,723	
	Dishwasher rental	$130	$1,560	
7%	Sales& Hospitality Tax	$2,755	$33,062	
	Credit card equipment rental	$0	$0	
2%	Credit Card Fees	$590	$7,085	Assume 75% by CC
	Total	$26,054	$300,648	

Profit	$14,306	$171,672
% Profit	57.10%	57.10%

	Expense	Tot/Month	
	Rent	$2,170	
	CAM	$600	Waived for 2006
	Insurance	$200	
	Payroll	$1,700	For the 6 PT help.
	Utilities	$600	
	Linen Rental	$26	
	Takeaway Menus	$10	
	Pest Extermination	$45	
	Dishwasher rental	$130	
2%	Credit Card Fees	$140	
	Total	$5,621	

140.8

VZW AGENT PLANS

From: **krish patel** (krishv.patel@hotmail.com)
Sent: Wed 12/19/07 6:43 PM
To: kaj patel (kaj.patel@charter.net)
2 attachments
Verizon Wireless Agent Financial Summary.xls (36.0 KB) , Verizon Wireless Agent Financial Summary.xlsx (15.2 KB)

Kaj,

Here are the calculations I configured. If you have any other questions let me know.

Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

Defendants 000343

Revenues					
				16	
	Items sold per day	Avg/person	Total/Day	Tot/Month	Tot/Year
Activations	5	$100	$500	$12,000	$144,000
	25	$15	$375	$6,000	$72,000
Accessories					
Totals	**30**	**$115**	**$875**	**$18,000**	**$216,000**
	Tips	0%	$0	$0	$0

Expense		Tot/Month	Tot/Year
18.00%	Food	$75	$900
	Rent	$2,700	$32,400
	CAM	$0	$0
	Maintenance	$50	$600
	Insurance	$200	$2,400
25%	Payroll	$4,000	$48,000
	Licences	$1,200	$14,400
	Profesional Fees	$100	$1,200
	Utilities	$800	$9,600
	Uniforms	$0	$0
	Linen Laundry	$0	$0
	Linen Rental	$15	$180
	Replacement costs	$0	$0
	Flyers	$100	$1,200
	Pest Extermination	$45	$540
1%	Disposable supplies	$350	$4,200
	Office Materials	$130	$1,560
7%	Sales& Hospitality Tax	$1,260	$15,120
	Credit card equipment rental	$0	$0
2%	Credit Card Fees	$960	$11,520
	Total	**$11,985**	**$143,820**

Profit	**$6,015**	**$72,180**
% Profit	**50.19%**	**50.19%**

Expense	Tot/Month
Rent	$2,170
CAM	$600
Insurance	$200
Payroll	$1,700
Utilities	$600
Linen Rental	$26
Takeaway Menus	$10
Pest Extermination	$45
Dishwasher rental	$130

Defendants 000344

Pl. Trial Document 00032

2%	Credit Card Fees	$140
	Total	$5,621

Assume 75% by CC

140.8

Revenues					
				16	
	Items sold per day	Avg/person	Total/Day	Tot/Month	Tot/Year
Activations	5	$100	$500	$12,000	$144,000
	25	$15	$375	$6,000	$72,000
Accessories					
Totals	**30**	**$116**	**$875**	**$18,000**	**$216,000**
	Tips	0%	$0	$0	$0

Expense		Tot/Month	Tot/Year
18.00%	Food	$75	$900
	Rent	$2,700	$32,400
	CAM	$0	$0
	Maintenance	$50	$600
	Insurance	$200	$2,400
25%	Payroll	$4,000	$48,000
	Licences	$1,200	$14,400
	Profesional Fees	$100	$1,200
	Utilities	$800	$9,600
	Uniforms	$0	$0
	Linen Laundry	$0	$0
	Linen Rental	$15	$180
	Replacement costs	$0	$0
	Flyers	$100	$1,200
	Pest Extermination	$45	$540
1%	Disposable supplies	$350	$4,200
	Office Materials	$130	$1,560
7%	Sales& Hospitality Tax	$1,260	$15,120
	Credit card equipment rental	$0	$0
2%	Credit Card Fees	$960	$11,520
	Total	**$11,985**	**$143,820**

Profit	**$6,016**	**$72,180**
% Profit	**50.19%**	**50.19%**

Expense		Tot/Month
	Rent	$2,170
	CAM	$600
	Insurance	$200
	Payroll	$1,700
	Utilities	$600
	Linen Rental	$26
	Takeaway Menus	$10
	Pest Extermination	$45
	Dishwasher rental	$130

Defendants 000348

Pl. Trial Document 00036

2%	Credit Card Fees	$140
	Total	$5,621

From: Kaj [kaj.patel@charter.net]
Sent: Wednesday, June 02, 2010 5:12 PM
To: kaj.patel@charter.net
Subject: Fwd: xls

Verizon Wireless Agent Financ...

--
Pankaj (Kaj) Patel

> Date: Sun, 6 Jan 2008 10:20:14 -0500
> From: Kaj Patel <kaj.patel@charter.net>
> To: "krishv.patel: yahoo.com" <krishv.patel@yahoo.com>
> Subject: xls
>

Revenues					
				16	
	Items sold per day	Avg/person	Total/Day	Tot/Month	Tot/Year
Activations	5	$100	$500	$12,000	$144,000
	25	$15	$375	$6,000	$72,000
Accessories					
Totals	**30**	**$115**	**$875**	**$18,000**	**$216,000**
	Tips	0%	$0	$0	$0

Expense		Tot/Month	Tot/Year
18.00%	Food	$75	$900
	Rent	$2,700	$32,400
	CAM	$0	$0
	Maintenance	$50	$600
	Insurance	$200	$2,400
25%	Payroll	$4,000	$48,000
	Licences	$1,200	$14,400
	Profesional Fees	$100	$1,200
	Utilities	$800	$9,600
	Uniforms	$0	$0
	Linen Laundry	$0	$0
	Linen Rental	$15	$180
	Replacement costs	$0	$0
	Flyers	$100	$1,200
	Pest Extermination	$45	$540
1%	Disposable supplies	$350	$4,200
	Office Materials	$130	$1,560
7%	Sales& Hospitality Tax	$1,260	$15,120
	Credit card equipment rental	$0	$0
2%	Credit Card Fees	$360	$4,320
	Total	**$11,386**	**$136,020**

Profit	**$6,615**	**$79,380**
% Profit	**58.10%**	**58.10%**

Are commisions included in the Payroll ?

Expense		Tot/Month
	Rent	$2,170
	CAM	$600
	Insurance	$200
	Payroll	$1,700
	Utilities	$600
	Linen Rental	$26
	Takeaway Menus	$10
	Pest Extermination	$45
	Dishwasher rental	$130

2% Credit Card Fees	$140
Total	$6,621

New Calculations

From: **krish patel** (krishv.patel@hotmail.com)
Sent: Thu 1/10/08 7:08 PM
To: kaj patel (kaj.patel@charter.net)
2 attachments
Verizon Wireless Agent Financial Summary.xlsx (15.2 KB) , Residual VZW.xlsx (12.2 KB)

Kaj,

Take look at this info. I will come by tomorrow and go over application with you , there are too many pages to scan. We can prob knock it out in 45 minutes. Call me if you have any questions.

Krish Patel - Project Manager

VIP Hospitality, LLC
Hotel & Retail Development

864-275-5605 Phone
864-451-7533 Fax

Defendants 000335

Revenues				
				25
	Items sold per day	Avg/person	Total/Day	Tot/Month
Activations	2	$235	$470	$11,280
	25	$15	$375	$9,375
Accessories				
Totals	**27**	**$250**	**$845**	**$20,655**
	Tips	0%	$0	$0

Expense		Tot/Month
18.00%	Food	$75
	Rent	$2,700
	CAM	$0
	Maintenance	$50
	Insurance	$200
25%	Payroll	$6,000
	Licences	$0
	Profesional Fees	$100
	Utilities	$800
	Uniforms	$0
	Linen Laundry	$0
	Linen Rental	$15
	Replacement costs	$0
	Flyers	$100
	Pest Extermination	$45
1%	Disposable supplies	$350
	Office Materials	$130
7%	Sales& Hospitality Tax	$1,446
	Credit card equipment rental	$0
2%	Credit Card Fees	$960
	Total	**$12,971**

Profit	**$7,684**
% Profit	**59.24%**

Expense		Tot/Month
	Rent	$2,170
	CAM	$600
	Insurance	$200
	Payroll	$1,700
	Utilities	$600
	Linen Rental	$26
	Takeaway Menus	$10
	Pest Extermination	$45
	Dishwasher rental	$130

2%	Credit Card Fees	$140
	Total	$5,621

Tot/Year
$135,360
$112,500
$247,860
$0

Tot/Year	
$900	
$32,400	
$0	
$600	
$2,400	
$72,000	
$0	
$1,200	
$9,600	
$0	
$0	
$180	
$0	
$1,200	
$540	
$4,200	
$1,560	
$17,350	
$0	
$11,520	Assume 75% by CC
$155,650	

$92,210
59.24%

Revenues				
				25
	Items sold per day	Avg/person	Total/Day	Tot/Month
Activations	2	$185	$370	$8,880
	25	$15	$375	$9,375
Accessories				
Totals	**27**	**$200**	**$745**	**$18,255**
	Tips	0%	$0	$0

Expense		Tot/Month
18.00%	Food	$75
	Rent	$2,700
	CAM	$0
	Maintenance	$50
	Insurance	$200
25%	Payroll	$6,000
	Licences	$0
	Profesional Fees	$100
	Utilities	$800
	Uniforms	$0
	Linen Laundry	$0
	Linen Rental	$15
	Replacement costs	$0
	Flyers	$100
	Pest Extermination	$45
1%	Disposable supplies	$350
	Office Materials	$130
7%	Sales& Hospitality Tax	$1,278
	Credit card equipment rental	$0
2%	Credit Card Fees	$960
	Total	$12,803

Profit	**$5,452**
% Profit	**42.59%**

Expense		Tot/Month
	Rent	$2,170
	CAM	$600
	Insurance	$200
	Payroll	$1,700
	Utilities	$600
	Linen Rental	$26
	Takeaway Menus	$10
	Pest Extermination	$45
	Dishwasher rental	$130

2%	Credit Card Fees	$140
	Total	$5,621

Tot/Year
$106,560
$112,500
$219,060
$0

Tot/Year
$900
$32,400
$0
$600
$2,400
$72,000
$0
$1,200
$9,600
$0
$0
$180
$0
$1,200
$540
$4,200
$1,560
$15,334
$0
$11,520
$163,634

$65,426
42.59%

tiers	plans	acts	monthly 4% residual
t1	10	36	$14.40
t2	40	10	$16.00
t3	50	5	$12.50
t4	65	5	$13.00
t5	80	2	$6.40
t6	90	2	$7.20
			$69.5 month

12 month

$172.80
$192.00
$62.50
$156.00
$76.80
$86.40

$746.5 year

CERTIFIED TO BE A TRUE AND CORRECT COPY AS TAKEN FROM AND COMPARED WITH THE ORIGINAL ON FILE IN THIS OFFICE

JAN 24 2008

SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION
FOR A
STATUTORY CLOSE CORPORATION

VP Enterprises, Inc.

1. The name of the proposed corporation is

VP Enterprises, Inc.

2. This corporation is a Statutory Close Corporation, formed pursuant to Chapter 18, Title 33 of the 1976 South Carolina Code, as amended.

3. The initial registered office of the corporation is

408 Ashby Park Ln., Greenville, SC 29607

and the initial registered agent at such address is

Vijay R Patel

4. The corporation is authorized to issue a single class of shares, the total number of shares authorized is 100,000 voting shares and 100,000 non-voting shares.

5. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See, Section 33-1-230(b)): upon filing

080129-0042 FILED: 01/24/2008
VP ENTERPRISES, INC
Filing Fee: $135.00 ORIG
Mark Hammond South Carolina Secretary of State

Kaj000258

PI. Trial Document 00042

6. Unless specified otherwise below, the transfer of shares of stock of the corporation is subject to the restrictions set out in sections 33-18-110 thru 33-18-130 of the 1976 South Carolina Code, as amended. Specify any variations in the statutory format in §§ 33-18-110 thru § 33-18-130:

Paragraph (2) of § 33-18-110(b) (or any succeeding statute of like tenor and effect) shall not apply; therefore, in addition to other restrictions before any shares may be directly or indirectly transferred to or for the benefit of the shareholder's family they shall be first offered to the corporation pursuant to the provisions of S.C. Code Ann. § 33-18-120 (Supp. 1988)

7. The corporation shall have a board of directors (See § 33-18-210 of the 1976 Code).

8. This corporation **DOES NOT** elect to have the provisions of §§33-18-140 thru 33-18-170 of the 1976 Code, which give the estate of a deceased shareholder the right to compel the corporation to purchase the deceased shareholder's shares, apply.

9. The optional provisions which the corporation elects to include in the articles of incorporation are as follows (See §33-2-102 and the applicable comments thereto; and 35-2-105 and 35-2-221 of the 1976 South Carolina Code):

a. Restriction on Transfer To Prevent Loss of S Corporation Status:

At any time after the corporation has filed an S corporation election (and prior to the corporation having filed a voluntary revocation of the election pursuant to Internal Revenue Code § 1362(d)(1) of 1986, or any succeeding statute of like tenor and effect), no shares of the corporation shall be transferred either directly or indirectly, voluntarily or involuntarily, without the prior written determination of the board of directors, or by an attorney appointed by the board to give such an opinion, that the proposed transfer will not cause the S corporation election to be terminated.

Upon making such election, all shares issued by the corporation shall have conspicuously noted on the front or back of the certificate the following statement:

"This corporation, and its shareholders have, or intend to file an election, that the corporation be taxed under the provision of subchapter "S" of the Internal Revenue Code. This subchapter limits the number and type of persons who may own shares of this corporation.

Therefore until such election is voluntarily revoked, none of the shares represented by this certificate may be transferred in any manner whatsoever (either voluntarily or involuntarily, directly or indirectly, by pledge, sale, gift, levy, devise, succession, or any other attempted method of transfer) without the prior written consent of the board of directors or of the prior written consent

of an attorney at law who is appointed in writing by the board of directors of the corporation to give such opinion, that such transfer will not cause the S corporation election to be terminated."

b. Prohibition on Issuing Shares or Accepting Loans Which Might Disqualify the Company from Being an S Corporation:

At any time after the corporation has filed an S corporation election (and prior to the company having filed a voluntary revocation of the election pursuant to Internal Revenue Code §1362(d)(1) of 1986, or of any succeeding statute of like tenor and effect), the corporation shall not (1) authorize any securities which will cause the corporation to have classes that vary other than by voting rights, nor (2) borrow money from any shareholder under terms or conditions that would cause such borrowing to be treated as an additional security or class of stock. Any such attempted borrowing or authorization of a different class of stock which violates the provisions of the first sentence of this Article #9(b), shall be void *ab initio*, and shall not be deemed to be a security or obligation of this company.

10. The name and address and signature of each incorporator is as follows (only one is required):

Rebecca L. Jones
819 East North Street
Greenville, SC 29601

11. I, S. Allan Hill, an attorney licensed to practice in the State of South Carolina, certify that the corporation, to whose articles of incorporation this certificate is attached, has complied with the requirements of Chapter 2, Title 33 of the 1976 South Carolina Code relating to the articles of incorporation.

Date: January 21, 2008

S. Allan Hill
Attorney at Law, CPA
Temple, Mann, Briggs & Hill
819 East North Street
Greenville, SC 29601
(864) 242-4995

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 8/7/03)
3134

Office Use Only
▶ File Number _____ ▶ ENDING PERIOD: _____ Month _____ Year SID Number _____

For Secretary of State Use Only

Date "Application for Charter" filed with Secretary of State JAN 24 2008
Date of "Request for authority to do business in this state" (Foreign Corp.) _____
FED EI Number _____ Business Code (Office Use Only) _____

NAME OF CORPORATION: VP Enterprises, Inc.

PHYSICAL ADDRESS OF HEADQUARTERS (NUMBER AND STREET)			MAILING ADDRESS FOR TAX MATTERS	
408 Ashby Park Ln.				
CITY AND STATE	ZIP	COUNTY	CITY AND STATE	ZIP
Greenville, SC	29607	Greenville		

1. State of incorporation: South Carolina 2. Indicate month corporation closes its books: December
3. Nature of principal business in SC:
4. Location of registered office of the corporation in the state of SC is same as above in the city of _____. Registered agent at such address is Vijay R.Patel.
5. Location of principal office in SC (street, city, zip and county): Same as above
6. Date business commenced in SC: Telephone # 864-363-6767
7. If a professional corporation, are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation?
8. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:

SSN	Name/Title	Business Address and Office
REDACTED	Pankaj Patel President	same as above
REDACTED	Vijay R.Patel VP	same as above
REDACTED	Krish Vijay Patel	same as above

9. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:

Number of Shares	Class	Series
100,000	common	

10. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:

Number of Shares	Class	Series
100	common	

ATTACH REMITTANCE HERE

1. Fee due with this report	▶ 1.	25 00
2. Interest due	▶ 2.	
3. Penalty due	▶ 3.	
4. Total - Due	▶ 4.	25 00

Make remittance payable to SC Department of Revenue and mail to:
SC Department of Revenue, License and Registration Unit, Columbia, SC 29214-0140.

AFFIDAVIT

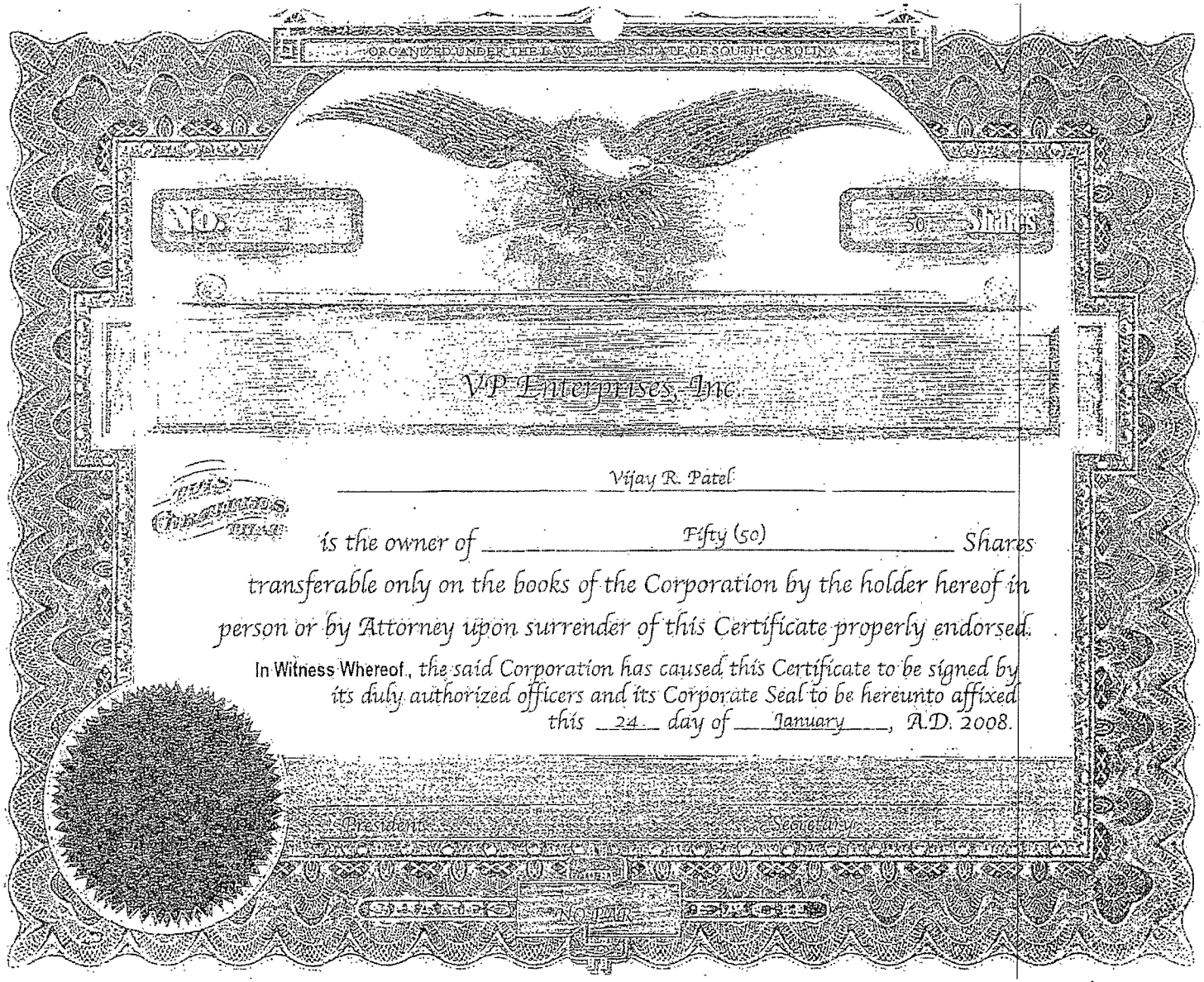
I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

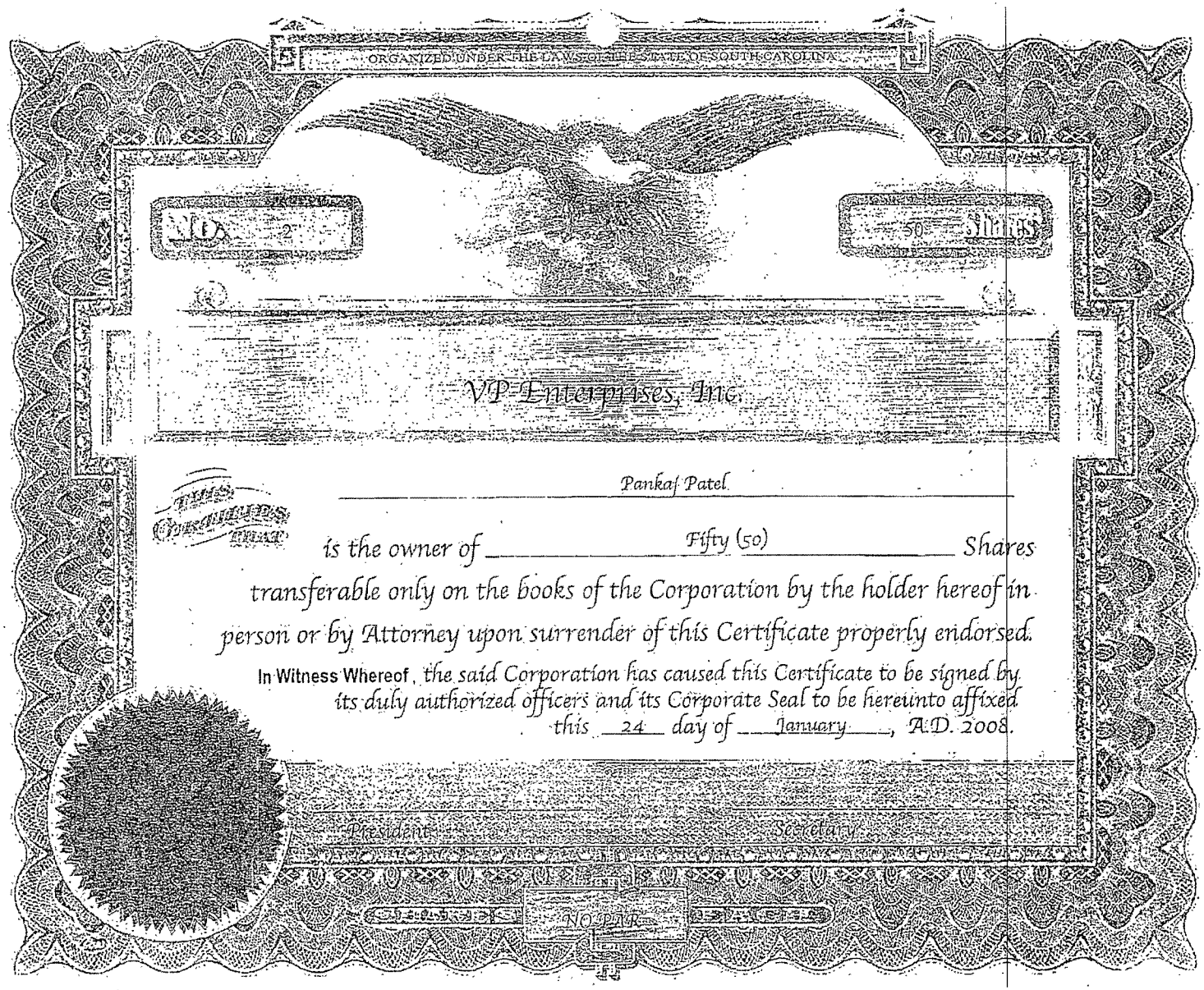
S. Allan Hill, Esquire
THIS RETURN PREPARED BY

January 21, 2008
DATE

Rebecca Jones
SIGNATURE OF INCORPORATOR OR OFFICER AUTHORIZED TO SIGN

Incorporator
TITLE


ORGANIZED UNDER THE LAWS OF THE STATE OF SOUTH CAROLINA
No. 1
50 Shares
VP Enterprises, Inc.
Vijay R. Patel
is the owner of Fifty (50) Shares
transferable only on the books of the Corporation by the holder hereof in person or by Attorney upon surrender of this Certificate properly endorsed.
In Witness Whereof, the said Corporation has caused this Certificate to be signed by its duly authorized officers and its Corporate Seal to be hereunto affixed this 24 day of January, A.D. 2008.
President
Secretary
Shares
Number



01004

Pl. Trial Document 00047

Kaj000263

VP Enterprises, Inc.

Corporate Data

as of February 14, 2008

Date of Incorporation:	January 24, 2008
State of Incorporation:	South Carolina
Principal Place of Business:	408 Ashby Park Lane Greenville, SC 29607
Directors:	Pankaj Patel Vijay R. Patel
Officers:	Pankaj Patel, President Vijay R. Patel, Vice President Krish Patel, Secretary, Treasurer
Federal Identification Number:	[redacted]
Fiscal Year:	December 31
Annual Meeting Date:	January 1

Shareholders	Number of Shares
Pankaj Patel	50
Vijay R. Patel	50

What your business/organization does:	RETAIL
Principal products/services:	VERIZON CELLULAR STORE

Additional S Corporation Information

Owns a 55,000 pounds or greater highway motor vehicle:	NO
Involves gambling/wagering:	NO
Involves alcohol, tobacco or firearms:	NO
Files Form 720 (Quarterly Federal Excise Tax Return):	NO
Has employees who receive Forms W-2:	YES
Reason for Applying:	STARTED A NEW BUSINESS

Click "Submit" to send your request and receive your EIN. You may print this page for your records.

Submit

Once you submit, please wait while your application is being processed.

VP ENTERPRISES INC

Deposit Accounts

Business Advantage Checking

VP ENTERPRISES INC

Your Account at a Glance

Account Number	2230 0318 5958	Statement Beginning Balance	$0.00
Statement Period	01/25/08 through 01/31/08	Amount of Deposits/Credits	$5,000.00
Number of Deposits/Credits	1	Amount of Withdrawals/Debits	$0.00
Number of Withdrawals/Debits	0	Statement Ending Balance	$5,000.00
Number of Deposited Items	1		
		Average Ledger Balance	$2,142.85
Number of Days in Cycle	7	Service Charge	$0.00

Your Business Advantage Pricing Relationship

Account Name	Account Number	Qualifying Balance ($)	Type of Balance	Date
Business Advantage Checking	2230 0318 5958	1,666.66	Average	01-30
	Total Qualifying Balance	$1,666.66		

Thank you for banking with Bank of America.

Deposits and Credits

Date Posted	Amount ($)	Description	Bank Reference
01/29	5,000.00	Counter Credit	813006300367035

Daily Ledger Balances

Date	Balance ($)
01/29	5,000.00

CONFIDENTIAL

PLAINTIFF'S EXHIBIT 9 Page 1

verizonwireless

AGENT APPLICATION

To avoid delay in processing and activation of application, please complete all sections of this Agent Application. Do not leave any blank. Answer "N/A" (Not Applicable) where applicable. Incomplete Agent Application may be returned for additional information.

NOTE: If you are applying for agent (or subagent status through one of Verizon Wireless' Agents) to sell Verizon Wireless' cellular mobile radio service, Verizon Wireless' only obligation is to advise you (or the Agent who submitted your application) with the final result of Verizon Wireless' review of the application (approved or not approved).

Agency Status Requested: ☐ PostPay Only Agent ☒ PostPay AND PrePay Agent ☐ PrePay Only Agent
☐ Joint Marketing Agreement ☐ Data Agent

Please indicate Agent status: ☒ New ☐ Existing Agent Please Enter Code(s): _____

Are you requesting to have Sub-Agent(s)? ☒ No ☐ Yes - Subagent must complete an entire Agent Application Packet, including Attachments 1 and 2 as well as Attachment 3

General Agent Information

1. Legal Name of Company (as listed on Certificate/Business License): VP ENTERPRISES INC.
(If company was known or previously operated under a different name(s), please list name(s):

2. List all dba names:

3. Agent Mailing Address and applicable county (notices will be sent to this address) and length of time at this location:
400 ASHBY PARK LANE GREENVILLE, SC 29607

4. Name, home address, and title of each Principal(s)/Owner(s) with 20% or more ownership (each principal/owner must complete a copy of page 1 and 2 of Attachment 1):
PANKAJ PATEL - PRESIDENT
VIJAY R. PATEL - VICE PRESIDENT

5. Type of Company:
☒ Corporation* ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Partnership*
*State and Date of Incorporation 1/2008 *Type of Corporation/Partnership S-CORP
For Corporations attach: *Certified Certificate of Incorporation*
AND Certified Certificate of Good Standing (photocopies are NOT acceptable)
For Partnership or Sole Proprietorship attach:
Certified Local / state registration to do business (photocopies are NOT acceptable)
For New Company attach: *Business Registration*
(If company previously operated under a different name(s), please list name(s) and address(es):

6. Name of Parent Company if Subsidiary: _____

7. Person Completing Application VIJAY R. PATEL
Position/Title VICE PRESIDENT

8. List primary store location and length of time at this address: TBA

9. Is this building: ☐ Owned by you? ☐ Leased

Revised 06/07

The information contained herein is provided by and directed to authorized Verizon Wireless employees and persons employed, retained, or controlled by them.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or controlled by them.

VZW0000039

Pl. Trial Document 00111

CONFIDENTIAL

10a. Do you have existing retail stores? ☐ Yes ☒ No
*If yes, please list name, full address, and functions (ie, sales, service, installation) of all other store locations and length of time at each location: N-A

(please complete this information on the credit application)

10b. If no, where do you plan to open a store? Please list full address. SEE ATTACHMENT

(please complete this information on the credit application)

10c. Do you plan to open additional locations? ☒ Yes* ☐ No
*If yes, where, and when is the estimated opening (month)? SEE ATTACHMENT

11. Nature of Current Business. (Please list and explain all former, current, and other affiliations with wireless carriers and Verizon Wireless in all markets (please explain, include markets). Please also include all business or personal relationships or acquaintances who market or sell wireless products and/or services.
No AFFILIATES WITH WIRELESS BEFORE.

12. Please list nature of business of any parent company, affiliates, and/or subsidiaries. VP ENTERPRISE INC. HAS BEEN ESTABLISHED FOR VERIZON WIRELESS AGENT BUSINESS.

13a. Please list all names and full addresses of key personnel responsible for wireless operations in your company. Please also indicate background of all individuals. SEE ATTACHMENT

13b. How many people will you employ? 1 PERSON outside sales 2 PEOPLE inside sales 1 PERSON administration

13c. Are you willing to require employees to have formal training from Verizon Wireless? ☒ Yes ☐ No

13d. Are you willing to participate in periodic training sessions? ☒ Yes ☐ No

14. Please list all communication products and/or services you are selling or have sold in the past. State effective dates for these products and/or services. N/A

15. Does Applicant propose to carry other types of wireless products or services? ☐ Yes* ☒ No
*If yes, please describe below: VERIZON WIRELESS PRODUCTS ONLY

Revised 07/07

The information contained herein is proprietary and is considered to be disclosed to only limited persons. It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or contracted by them.

Sales

10. Do you currently offer any of the following: ☐ Cellular ☐ Wireless Data ☐ ProPay

17. Have you ever sold cellular service? ☐ Yes ☒ No
If yes, what carriers and specific timeframe _____

18. Have you ever sold wireless data? ☐ Yes ☒ No
If yes, what carriers and specific timeframe _____

19. Have you ever sold ProPay? ☐ Yes ☒ No
If yes, what carriers and specific timeframe _____

20. What are you interested in selling: (check all that apply) ☒ Cellular ☒ Wireless Data ☒ ProPay

21. What will be your sales focus? (% of overall cellular sales activity vs. other products/services) 100 %

22. Please indicate the breakdown of your proposed wireless business: (percentage of ProPay, post-pay & wireless data)
☒ % ProPay 60 % Post-Pay 35 % Wireless Data

23. Activation Projections
Please estimate your monthly activation totals for the following:
Cellular 70 /month Wireless Data 25 /month ProPay 10 /month

24. Do you have a facility capable of performing installations of cellular phones into vehicles? ☐ Yes ☒ No

25. Do you plan on selling ProPay replenishment cards or PINS? ☒ Yes ☐ No

Sales and Promotion Strategies

CO-OP Advertising

29. Will you participate in CO-OP advertising? ☒ Yes ☐ No

Advertising Budget

30. What will your monthly advertising budget be? RANGING FROM $700 - 1000.

31. What are your advertising plans for the upcoming year? What is your strategy?
THE BEST FOR OUR COMPANIES ADVERTISING IS USING ALL FORMS OF MARKETING WE WILL USE PRINT MEDIA, BUSINESS CARDS AND THE INTERNET IN ORDER TO GAIN MORE EXPOSURE. OUR STRATEGY IS TO STAY CONSISTENT WITH ADVERTISING YOUR COMPANY.

Newspaper	☒ Yes ☐ No		Direct Mail	☒ Yes ☐ No	
Journals	☒ Yes ☐ No		Billboards	☒ Yes ☐ No	
Television	☒ Yes ☐ No		Internet	☒ Yes ☐ No	
Cable	☐ Yes ☒ No		Other	☒ Yes ☐ No	
Radio	☒ Yes ☐ No				

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is not to be copied by or disclosed to Cellco Partners employees and persons employed, contracted by them

Displays and Merchandising

Signage (Interior/Exterior)

Interior: _____

Exterior: (Signage specs/size) _____ — N/A —

Please attach your company logo and layout of your store design.

33. Applicant understands that Verizon Wireless at its own expense may request a credit report and perform a criminal background investigation on Applicant company and individuals.

34. Applicant understands that unless and until an Authorized Agency Agreement has been executed by BOTH Verizon Wireless and the Applicant that there is no Contractual relationship between the parties.

35. For your information: All Verizon Wireless agents, upon execution of an Authorized Agency Agreement between company and Verizon Wireless, are required to provide to Verizon Wireless proof of insurance coverage. See Attachment 2, hereto, for complete requirements.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IF ANY INFORMATION PROVIDED IS DETERMINED TO BE INCORRECT BY VERIZON WIRELESS, THAT MY APPLICATION FOR AGENCY STATUS CAN BE DENIED, OR MY AGENCY STATUS REVOKED.

I HEREBY CERTIFY THAT NO PERSON, CORPORATION OR OTHER ENTITY AFFILIATED WITH COMPANY ("COMPANY") APPLYING FOR AGENT STATUS IS OWNED, IN WHOLE OR IN PART, EMPLOYED BY, OR OTHERWISE CONNECTED WITH MY COMPANY, IS CONTRACTUALLY PROHIBITED UNDER A CURRENT, EXPIRED/TERMINATED CONTRACT FROM REPRESENTING VERIZON WIRELESS AS A PROVIDER OF WIRELESS SERVICES. COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VERIZON WIRELESS AGAINST ALL FUTURE OBLIGATIONS, LOSSES, DAMAGES, ACTIONS, SUITS, COSTS OR LIABILITIES (INCLUDING ATTORNEY'S FEES) INCURRED IN THE ENFORCEMENT OF THIS INDEMNIFICATION, FOR ANY CLAIMS OR DEMANDS ARISING OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART OUT OF ANY BREACH OR VIOLATION OR ALLEGED BREACH OR ALLEGED VIOLATION OF ANY TERM OF ANY CONTRACTUAL AGREEMENT SUCH COMPANY MAY HAVE ENTERED WITH ANY OTHER CARRIER OR THIRD PARTY ENTITY

I RECOGNIZE THAT VERIZON WIRELESS MAY REJECT ANY OR ALL APPLICATIONS IN ITS SOLE AND ABSOLUTE DISCRETION, AND THAT VERIZON WIRELESS'S ONLY OBLIGATION PURSUANT TO THIS APPLICATION IS TO TELL THE APPLICANT AFTER FINAL REVIEW WHETHER THE APPLICATION HAS BEEN APPROVED OR DENIED. VERIZON WIRELESS WILL HAVE NO OTHER OBLIGATION TO ANY APPLICANT UNLESS AND UNTIL AN AUTHORIZED AGENCY AGREEMENT IS SIGNED BY A VERIZON WIRELESS REGIONAL OR AREA PRESIDENT. I UNDERSTAND THAT ANY INVESTMENTS OR COMMITMENTS I MAKE BEFORE RECEIVING A PROPERLY SIGNED AUTHORIZED AGENCY AGREEMENT ARE ENTIRELY AT MY OWN RISK. NO PERSONNEL OF VERIZON WIRELESS EXCEPT THE AREA PRESIDENT WITH AREA GENERAL COUNSEL CONCURRENCE ARE AUTHORIZED TO ALTER THIS PROCESS.

POTENTIAL AGENT PRINCIPAL SIGNATURE: Vipul R. Patel

TITLE: Vice Pres. DATE: 1-28-09

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

CONFIDENTIAL

verizon wireless

AUTHORIZATION FOR RELEASE OF INFORMATION

EACH principal/owner owning 20% or greater company is required to complete ALL information on pages 1 and 2 of this Attachment 1. The Authorization for Release of Information expedites the approval process.

Please make as many copies of Attachment 1 as needed.

TO WHOM IT MAY CONCERN:

I, VIJAY R PATEL am having a confidential background investigation of me performed by a security firm retained by Verizon Wireless, in connection with prospective business undertakings. The investigation is being conducted by an authorized agent of a security firm retained by Verizon Wireless.

Therefore, I do hereby authorize a review and full disclosure of all records, or any part thereof, concerning myself or any business enterprise with which I am associated to a duly authorized agent of a security firm retained by Verizon Wireless, whether said records are public or private, and including those which may be deemed to be of a privileged or confidential nature.

The intention of this authorization is to provide information, which will be utilized as investigative source material. The undersigned releases all persons, including but not limited to, a security firm retained by Verizon Wireless and its agents, and any person or firm which may have retained them to conduct this investigation, from any and all liability which may arise in connection with this investigation or the good faith disclosure of any information by or on behalf of the undersigned or by any individual or firm contacted in connection with this investigation.

Photostatic copies of this authorization will be considered as effective and valid as the original.

The original copy of this Authorization must be returned to Verizon Wireless.

Witness: _____

Date: _____

Applicant: VIJAY R. PATEL
Signature: Vijay R Patel
Title: Vice Pres.
Date: 1-25-08
Social Security No: REDACT
Date of Birth: ___
Home Address: 6, Eables Alley
Greenville, SC 29615
Drivers License No: REDACT

PLEASE PRINT LEGIBLY

Revised 6/2007

The information contained herein is proprietary and confidential and directed to intended persons.
It is meant solely for use by intended Verizon Wireless employees and persons employed, retained, or consulted by them

VZW0000043

Pl. Trial Document 00115

CONFIDENTIAL

PERSONAL HISTORY QUESTIONNAIRE

To avoid processing delays and rejection of application, please complete all requested information on this questionnaire. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
Applicant may also attach any information deemed necessary or relevant to application for agency status.

1. Name: [illegible] Vinay P.
(Last, First, Middle Initial)

Any Other Names Used: N/A

Addresses During the Last Ten Years (use attachments if needed):

Current Permanent Residence: Number of Years in Residence: 8 YRS

Street Address: [illegible]

City, State & Zip Code: Greenville, SC 29615

Home Tel. No.: 864-288-6117 (Area Code and No.) Bus. Tel. No.: 864-288-6281 (Area Code and No.)

County of Residence: Greenville

2. Criminal History:
Have you ever been convicted of a crime(s) or entered a plea of nolo contendere to a criminal charge(s) other than a minor traffic violation(s)? ☐ Yes ☒ No
If yes, please furnish details, location and dates.

3. Criminal History:
Please list the locations and dates of all criminal convictions of company officers and directors, other than minor traffic violations. If none, state "NONE".
None

4. Bankruptcy History:
List any bankruptcy actions during the past ten years. Include dates filed and where, whether business or personal, court of jurisdiction, docket number and name and address of trustee. If none, state "NONE".
None

5. Litigation History:
List any pending and settled suits or actions for the past five years. Provide a brief description, dates, liability estimate, court of jurisdiction and location and disposition. If none, state "NONE".
None

Revised 03/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons. It is to be used solely for use by authorized Verizon Wireless employees and persons employed, retained, or accounted by them

VZW0000044

PI. Trial Document 00116

ATTACHMENT 2
INSURANCE REQUIREMENTS

Please be advised that Verizon Wireless requires its Agents and subagents to maintain the following insurance with a recognized insurance company qualified to do business in Verizon Wireless' area.

Agent will maintain at all times during the Term of any extension or renewal thereof, at Authorized Agent's sole expense, the following insurance with an insurance company rated at least A- by A.M. Best Company and qualified to do business within the Area. Coverage required can be satisfied with primary and/or umbrella excess coverage.

(1) Workers Compensation insurance as required by each State in which Authorized Agent performs the Agreement including a waiver of subrogation endorsement against Verizon Wireless. Deleted.

(2) Comprehensive or Commercial General Liability Insurance with the minimum limits as follows:

(a) For Authorized Agents having three (3) or less Authorized Locations: One Million Dollars ($1,000,000) per occurrence for bodily and personal injury or death; One Million Dollars ($1,000,000) per occurrence for property damage; and One Million Dollars ($1,000,000) per occurrence for product liability arising out of any defects in the use of Equipment; and

(b) For Authorized Agents having more than three (3) Authorized Locations: Two Million Dollars ($2,000,000) per occurrence of bodily and personal injury or death; Two Million Dollars ($2,000,000) per occurrence for property damage; and Two Million Dollars ($2,000,000) per occurrence for product liability arising out of any defects in the use of Equipment.

(3) Employer's Liability Insurance within limits of not less than:

(a) For Authorized Agents having three (3) or less Authorized Locations, Two Hundred Thousand Dollars ($200,000) per occurrence; and

(b) For Authorized Agents having more than (3) Authorized Locations, One Million Dollars ($1,000,000) per occurrence.

(4) Automobile Liability, Comprehensive Form, with limits of not less than Five Hundred Thousand Dollars ($500,000) for bodily injury and Five Hundred Thousand Dollars ($500,000) for property damage per occurrence or One Million Dollars ($1,000,000) combined single limit, subject to such deductibles Verizon Wireless determines to be appropriate, covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles (used on any occasion in the business of the Authorized Agent) Authorized Agent acknowledges, understands and expressly agrees that all personal vehicles will meet applicable State statutory requirements for business use.

(5) For Authorized Agents having at any time during the Term or any extension or renewal thereof more than three (3) Authorized Locations, Professional Liability Insurance (Errors and Omissions) covering trademark and copyright infringement with limits of not less than One Million Dollars ($1,000,000) per occurrence.

(6) If Authorized Agent has more than twenty-five (25) Locations: A Commercial Crime Bond or Employee Dishonesty Policy with a minimum aggregate limit of Five Hundred Thousand dollars ($500,000) is required.

At Verizon Wireless' request, Authorized Agent will submit to Verizon Wireless a Certificate of Insurance, on an ACORD form or a similar form acceptable to Verizon Wireless in its sole discretion, evidencing all required insurance prior to the start of any work under this Agreement and annually thereafter on the policy renewal date during the Term or any extension or renewal thereof. Cellco Partnership or Verizon Wireless and, if applicable, any partnerships who participate in this Agreement, will be named as "Additional Insured" on all policies except Workers Compensation, Employers Liability Insurance and Professional Liability coverage, which will also be so evidenced on the Certificate of Insurance. Each insurance policy will state by endorsement that such policy will not be cancelled or materially changed without at least thirty (30) calendar days prior written notice to Verizon Wireless.

The insurance required in Sections 1 through 6 will provide that such insurance is primary coverage with respect to all insureds and will contain a waiver against Cellco Partnership or Verizon Wireless and any applicable Partnership(s) and such parties' Affiliates, directors, officers, employees and partners.

Verizon Wireless may at any time, upon sixty (60) calendar days prior written notice to Authorized Agent, require Authorized Agent to increase the amount of coverage of any type of insurance or require different or additional types of insurance to reflect inflation, higher damage awards or comparable factors which make the above limits insufficient to cover Authorized Agent liabilities and Authorized Agent's obligations to indemnify of Verizon Wireless.

Revised 0/07

The information contained herein is proprietary and shall not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

verizon wireless

AGENT APPLICATION

To avoid processing delays and rejection of application, please complete all requested information on the Application. Do not leave any blank spaces. If requested information does not apply, please indicate with "NA" or "NONE".
Applicant may also attach any information deemed necessary or relevant to application for agency status.

NOTE: If you are applying for agent (or subagent status through one of Verizon Wireless' Agents) to sell Verizon Wireless' cellular mobile radio service, Verizon Wireless' only obligation is to advise you (or the Agent who submitted your application) with the final result of Verizon Wireless' review of the application (approved or not approved).

Agency Status Requested: ☐ PostPay Only Agent ☒ PostPay AND PrePay Agent ☐ PrePay Only Agent
☐ Joint Marketing Agreement ☐ Data Agent

Please indicate Agent status: ☒ New ☐ Existing Agent-Please list region(s):_____

Are you requesting to have Sub-Agent(s)? ☒ No ☐ Yes - Subagent must complete an entire Agent Application Packet, including Attachments 1 and abide by Attachment 2

General Agent Information

1. Legal Name of Company (as listed on Certificate/Business License): VP ENTERPRISES INC.
   (If company was known or previously operated under a different name(s), please list name(s):
2. List all dba names:
3. Agent Mailing Address and applicable county (notices will be sent to this address) and length of time at this location:
   408 ASHBY PARK LN GREENVILLE, SC 29607
4. Name, home address, and title of each Principal(s)/Owner(s) with 20% or more ownership (each principal/owner must complete a copy of page 1 and 2 of Attachment 1):
   PANKAJ PATEL – PRESIDENT
   VIJAY PATEL – VICE PRESIDENT
5. Type of Company:
   ☒ Corporation* ☐ Sole Proprietorship ☐ Limited Liability Company (LLC) ☐ Partnership*
   *State and Date of Incorporation 1/2003 *Type of Corporation/Partnership S-CORP
   For Corporations attach: *Certified Certificate of Incorporation*
   AND Certified Certificate of Good Standing (photocopies are NOT acceptable)
   For Partnership or Sole Proprietorship attach:
   Certified Local / state registration to do business (photocopies are NOT acceptable)
   For New Company attach: *Business Registration*
   (If company previously operated under a different name(s), please list name(s) and address(es):
6. Name of Parent Company if Subsidiary: N/A
7. Person Completing Application PANKAJ PATEL
   Position/Title PRESIDENT
8. List primary store location and length of time at this address: TBA
9. Is this building: ☐ Owned by you? ☐ Leased

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

10a. Do you have existing retail stores? ☐ Yes* ☒ No
*If yes, please list name, full address, and functions (ie, sales, service, installation) of all other store locations and length of time at each location:

(please complete this information on the credit application)

10b. If no, where do you plan to open a store? Please list full address. SEE ATTACHMENT

(please complete this information on the credit application)

10c. Do you plan to open additional locations? ☒ Yes* ☐ No
*If yes, where, and when is the estimated opening (mo/yr)? SEE ATTACHMENT

11. Nature of Current Business. (Please list and explain all former, current, and other affiliations with wireless carriers and Verizon Wireless in all markets (please explain, include markets). Please also include all business or personal relationships or acquaintances who market or sell wireless products and/or services.
N/A AFFILIATES WITH WIRELESS RETAIL

12. Please list nature of business of any parent company, affiliates, and/or subsidiaries. N/A
VP ENTERPRISES INC WAS CREATED FOR VERIZON WIRELESS AGENT STORES.

13a. Please list all names and full addresses of key personnel responsible for wireless operations in your company. Please also indicate background of all individuals. SEE ATTACHMENT

13b. How many people will you employ? 1 PER LOC Outside sales 2 PER LOC Inside sales 1 PER LOC Administration
13c. Are you willing to require employees to have formal training from Verizon Wireless? ☒ Yes ☐ No
13d. Are you willing to participate in periodic training sessions? ☒ Yes ☐ No

14. Please list all communication products and/or services you are selling or have sold in the past. State effective dates for these products and/or services.
N/A

15. Does Applicant propose to carry other types of wireless products or services? ☐ Yes* ☒ No
*If yes, please describe below:
VERIZON WIRELESS PRODUCTS ONLY.

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

Sales

16. Do you currently offer any of the following: ☐ Cellular ☐ Wireless Data ☐ PrePay

17. Have you ever sold cellular service? ☐ Yes* ☒ No
*If yes, what carriers and specific timeframe _____

18. Have you ever sold wireless data? ☐ Yes* ☒ No
*If yes, what carriers and specific timeframe _____

19. Have you ever sold PrePay? ☐ Yes* ☒ No
*If yes, what carriers and specific timeframe _____

20. What are you interested in selling: (check all that apply) ☒ Cellular ☒ Wireless Data ☒ PrePay

21. What will be your sales focus? (% of overall cellular sales activity vs. other products/services) 100 %

22. Please indicate the breakdown of your proposed wireless business. (percentage of PrePay, post-pay & wireless data)
5 % PrePay 60 % Post-Pay 35 % Wireless Data

23. Activation Projections
Please estimate your monthly activation totals for the following:
Cellular 70 /month Wireless Data 25 /month PrePay 10 /month

24. Do you have a facility capable of performing installations of cellular phones into vehicles? ☐ Yes ☒ No

25. Do you plan on selling PrePay replenishment cards or PINS? ☒ Yes ☐ No

Sales and Promotion Strategies

CO-OP Advertising

29. Will you participate in CO-OP advertising? ☒ Yes ☐ No

Advertising Budget

30. What will your monthly advertising budget be? $700 – $1000

31. What are your advertising plans for the upcoming year? What is your strategy?
PLANS INCLUDE ALL FORMS OF ADVERTISING AND STAYING CONSISTENT FOR BRAND.

Newspaper	☒ Yes ☐ No	Direct Mail	☒ Yes ☐ No
Journals	☒ Yes ☐ No	Billboards	☒ Yes ☐ No
Television	☒ Yes ☐ No	Internet	☒ Yes ☐ No
Cable	☐ Yes ☒ No	Other	☐ Yes ☐ No
Radio	☒ Yes ☐ No		

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or contracted by them.

Displays and Merchandising

Signage (Interior/Exterior)

Interior: _____

Exterior: (Signage specs/size) N-A

Please attach your company logo and layout of your store design.

33. Applicant understands that Verizon Wireless at its own expense may request a credit report and perform a criminal background investigation on Applicant company and individuals.

34. Applicant understands that unless and until an Authorized Agency Agreement has been executed by BOTH Verizon Wireless and the Applicant that there is no Contractual relationship between the parties.

35. For your information: All Verizon Wireless agents, upon execution of an Authorized Agency Agreement between company and Verizon Wireless, are required to provide to Verizon Wireless proof of insurance coverage. See Attachment 2, hereto, for complete requirements.

I HEREBY CERTIFY THAT THE INFORMATION IN THIS DOCUMENT IS TRUE, ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE. I UNDERSTAND THAT IF ANY INFORMATION PROVIDED IS DETERMINED TO BE INCORRECT BY VERIZON WIRELESS, THAT MY APPLICATION FOR AGENCY STATUS CAN BE DENIED, OR MY AGENCY STATUS REVOKED.

I HEREBY CERTIFY THAT NO PERSON, CORPORATION OR OTHER ENTITY AFFILIATED WITH COMPANY ("COMPANY") APPLYING FOR AGENT STATUS IS OWNED, IN WHOLE OR IN PART, EMPLOYED BY, OR OTHERWISE CONNECTED WITH MY COMPANY, IS CONTRACTUALLY PROHIBITED UNDER A CURRENT, EXPIRED/TERMINATED CONTRACT FROM REPRESENTING VERIZON WIRELESS AS A PROVIDER OF WIRELESS SERVICES. COMPANY FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS VERIZON WIRELESS AGAINST ALL FUTURE OBLIGATIONS, LOSSES, DAMAGES, ACTIONS, SUITS, COSTS OR LIABILITIES (INCLUDING ATTORNEY'S FEES) INCURRED IN THE ENFORCEMENT OF THIS INDEMINIFICATION, FOR ANY CLAIMS OR DEMANDS ARISING OR ALLEGED TO HAVE ARISEN IN WHOLE OR IN PART OUT OF ANY BREACH OR VIOLATION OR ALLEGED BREACH OR ALLEGED VIOLATION OF ANY TERM OF ANY CONTRACTUAL AGREEMENT SUCH COMPANY MAY HAVE ENTERED WITH ANY OTHER CARRIER OR THIRD PARTY ENTITY.

I RECOGNIZE THAT VERIZON WIRELESS MAY REJECT ANY OR ALL APPLICATIONS IN ITS SOLE AND ABSOLUTE DISCRETION, AND THAT VERIZON WIRELESS'S ONLY OBLIGATION PURSUANT TO THIS APPLICATION IS TO TELLTHE APPLICANT AFTER FINAL REVIEW WHETHER THE APPLICATION HAS BEEN APPROVED OR DENIED. VERIZON WIRELESS WILL HAVE NO OTHER OBLIGATION TO ANY APPLICANT UNLESS AND UNTIL AN AUTHORIZED AGENCY AGREEMENT IS SIGNED BY A VERIZON WIRELESS REGIONAL OR AREA PRESIDENT. I UNDERSTAND THAT ANY INVESTMENTS, OR COMMITMENTS I MAKE BEFORE RECEIVING A PROPERLY SIGNED AUTHORIZED AGENCY AGREEMENT ARE ENTIRELY AT MY OWN RISK. NO PERSONNEL OF VERIZON WIRELESS EXCEPT THE AREA PRESIDENT WITH AREA GENERAL COUNSEL CONCURRENCE ARE AUTHORIZED TO ALTER THIS PROCESS.

POTENTIAL AGENT PRINCIPAL SIGNATURE: Pankaj Patel

TITLE: PRESIDENT DATE: 1-28-08

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

verizon wireless

AUTHORIZATION FOR RELEASE OF INFORMATION

EACH principal/owner owning 20% of Agent's company is required to complete ALL information on pages 1 and 2 of this Attachment 1. The 'Authorization for Release' of information expedites the approval process.

Please make as many copies of Attachment 1 as needed.

TO WHOM IT MAY CONCERN:

I, PANKAJ PATEL, am having a confidential background investigation of me performed by a security firm retained by Verizon Wireless, in connection with prospective business undertakings. The investigation is being conducted by an authorized agent of a security firm retained by Verizon Wireless.

Therefore, I do hereby authorize a review and full disclosure of all records, or any part thereof, concerning myself or any business enterprise with which I am associated to a duly authorized agent of a security firm retained by Verizon Wireless, whether said records are public or private, and including those which may be deemed to be of a privileged or confidential nature.

The intention of this authorization is to provide information, which will be utilized as investigative source material. The undersigned releases all persons, including but not limited to, a security firm retained by Verizon Wireless and its agents, and any person or firm which may have retained them to conduct this investigation, from any and all liability which may arise in connection with this investigation or the good faith disclosure of any information by or on behalf of the undersigned or by any individual or firm contacted in connection with this investigation.

Photostatic copies of this authorization will be considered as effective and valid as the original.

The original copy of this Authorization must be returned to Verizon Wireless.

Witness: _____

Date: _____

Applicant: PANKAJ PATEL

Signature: Pankaj Patel

Title: PRESIDENT

Date: 1-23-09

Social Security No: REDACT

Date of Birth _____

Home Address 23 Avens Mill Dr. Greer SC 29651

Drivers License No. REDACT

PLEASE PRINT LEGIBLY

Arvind Bhai
Expired vehicle
License
Pankaj Patel
23 Avens Mill Dr.
Greer
Pankaj Patel
4/1/2013
Appt

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or contracted by them.

CONFIDENTIAL

Agent Application
Attachment 1
Page 2 of 2

PERSONAL HISTORY QUESTIONNAIRE

To avoid processing delays and rejection of application, please complete all requested information on this questionnaire. Do not leave any blank spaces. If requested information does not apply, please indicate with "N/A" or "NONE".
Applicant may also attach any information deemed necessary or relevant to application for agency status.

1. Name PATEL PANKAJ A
(Last, First, Middle Initial)

Any Other Names Used KAJ

Addresses During the Last Ten Years (use attachments if needed):

Current Permanent Residence: Number of Years at Residence 7

Street Address 23 ARBOR HILL DR

City, State & Zip Code GREER SC 29651

Home Tel. No. 864-228-3137 (Area Code and No.) Bus. Tel. No. (Area Code and No.)

County of Residence USA

102 STEEPLECHASE CT
SIMPSONVILLE SC
29681

2. Criminal History:
Have you ever been convicted of a crime(s) or entered a plea of nolo contendere to a criminal charge(s) other than a minor traffic violation(s)? ☐ Yes ☒ No
If yes, please furnish details, location and dates.

3. Criminal History:
Please list the locations and dates of all criminal convictions of company officers and directors, other than minor traffic violations. If none, state "NONE".

N/A

4. Bankruptcy History:
List any bankruptcy actions during the past ten years. Include dates filed and where, whether business or personal, court of jurisdiction, docket number and name and address of trustee. If none, state "NONE".

N/A

5. Litigation History
List any pending and settled suits or actions for the past five years. Provide a brief description, dates, liability estimate, court of jurisdiction and location and disposition. If none, state "NONE".

SUIT AGAINST AT&T SOLUTIONS — SETTLED
I HAD TO SUE MY PARTNERS FOR MINORITY SHARE HOLDER STATUS
& WRONGFUL TERMINATION

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

ATTACHMENT 2

INSURANCE REQUIREMENTS

Please be advised that Verizon Wireless requires its Agents and subagents to maintain the following insurance with a recognized insurance company qualified to do business in Verizon Wireless' area.

Agent will maintain at all times during the Term or any extension or renewal thereof, at Authorized Agent's sole expense, the following insurance with an insurance company rated at least A- by A.M. Best Company and qualified to do business within the Area. Coverage required can be satisfied with primary and/or umbrella excess coverage.

(1) Workers Compensation Insurance as required by each State in which Authorized Agent performs the Agreement including a waiver of subrogation endorsement against Verizon Wireless.

Deleted:

(2) Comprehensive or Commercial General Liability Insurance with the minimum limits as follows:

(a) For Authorized Agents having three (3) or less Authorized Locations: One Million Dollars ($1,000,000) per occurrence for bodily and personal injury or death; One Million Dollars ($1,000,000) per occurrence for property damage; and One Million Dollars ($1,000,000) per occurrence for product liability arising out of any defects in the use of Equipment; and

(b) For Authorized Agents having more than three (3) Authorized Locations: Two Million Dollars ($2,000,000) per occurrence of bodily and personal injury or death; Two Million Dollars ($2,000,000) per occurrence for property damage; and Two Million Dollars ($2,000,000) per occurrence for product liability arising out of any defects in the use of Equipment.

(3) Employer's Liability Insurance within limits of not less than:

(a) For Authorized Agents having three (3) or less Authorized Locations, Two Hundred Thousand Dollars ($200,000) per occurrence; and

(b) For Authorized Agents having more than (3) Authorized Locations, One Million Dollars ($1,000,000) per occurrence.

(4) Automobile Liability, Comprehensive Form, with limits of not less than Five Hundred Thousand Dollars ($500,000) for bodily injury and Five Hundred Thousand Dollars ($500,000) for property damage per occurrence or One Million Dollars ($1,000,000) combined single limit, subject to such deductibles Verizon Wireless determines to be appropriate, covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles (used on any occasion in the business of the Authorized Agent). Authorized Agent acknowledges, understands and expressly agrees that all personal vehicles will meet applicable State statutory requirements for business use.

(5) For Authorized Agents having at any time during the Term or any extension or renewal thereof more than three (3) Authorized Locations, Professional Liability Insurance (Errors and Omissions) covering trademark and copyright infringement with limits of not less than One Million Dollars ($1,000,000) per occurrence.

(6) If Authorized Agent has more than twenty-five (25) Locations: A Commercial Crime Bond or Employee Dishonesty Policy with a minimum aggregate limit of Five Hundred Thousand dollars ($500,000) is required.

At Verizon Wireless' request, Authorized Agent will submit to Verizon Wireless a Certificate of Insurance, on an ACORD form or a similar form acceptable to Verizon Wireless in its sole discretion, evidencing all required insurance prior to the start of any work under this Agreement and annually thereafter on the policy renewal date during the Term or any extension or renewal thereof. Cellco Partnership or Verizon Wireless and, if applicable, any partnerships who participate in this Agreement, will be named as "Additional Insured" on all policies except Workers Compensation, Employees Liability Insurance and Professional Liability coverage, which will also be so evidenced on the Certificate of Insurance. Each insurance policy will state by endorsement that such policy will not be cancelled or materially changed without at least thirty (30) calendar days prior written notice to Verizon Wireless.

The insurance required in Sections 1 through 6 will provide that such insurance is primary coverage with respect to all insureds and will contain a waiver against Cellco Partnership or Verizon Wireless and any applicable Partnership(s) and such parties' Affiliates, directors, officers, employees and partners.

Verizon Wireless may at any time, upon sixty (60) calendar days prior written notice to Authorized Agent, require Authorized Agent to increase the amount of coverage of any type of insurance or require different or additional types of insurance to reflect inflation, higher damage awards or comparable factors which make the above limits insufficient to cover Authorized Agent liabilities and Authorized Agent's obligations to indemnify of Verizon Wireless.

Revised 06/07

The information contained herein is proprietary and should not be disclosed to unauthorized persons.
It is meant solely for use by authorized Verizon Wireless employees and persons employed, retained, or consulted by them.

Info

From: **krishv.patel@hotmail.com**
Sent: Mon 2/04/08 9:48 PM
To: Kaj Patel (kaj.patel@charter.net)
1 attachment
Mike Pavlick.vcf (0.2 KB)

Kaj,

Here is mikes contact, please call him.

Please email me the DL info. Thanks

Krish

Sent via BlackBerry by AT&T

Defendants 000072

Re: Verizon Stores

From: krishv.patel@hotmail.com
Sent: Fri 2/08/08 6:02 PM
To: Mike Pavlick (mrpavlick@bbandt.com)

Mike,
Sorry I didn't get back to you earlier. All the information is correct. We will get an answer monday from verizon to move forward.

Thanks

Krish
Sent via BlackBerry by AT&T

-----Original Message-----
From: "Pavlick, Michael" <MRPavlick@BBandT.com>

Date: Fri, 8 Feb 2008 16:54:06
To:krishv.patel@hotmail.com
Subject: Verizon Stores

Krish -
The information I have in my notes indicates you are looking for a $25,000 to $50,000 line of credit. The borrowing entity will be an "S- Corporation" named VP Enterprises, Inc, address 408 Ashby Park Lane. The company owners will be Vijay & Kaj @ 50% ownership each.
Please confirm.
Thanks & have a good weekend!
Mike Pavlick
MRPavlick@BBandT.COM
(864) 242-8661 Phone
(864) 242-8428 Fax

Re: Verizon Stores

From: **krishv.patel@hotmail.com**
Sent: Mon 2/11/08 12:32 PM
To: Mike Pavlick (mrpavlick@bbandt.com)

Mike ,

Can you send me a letter of intent for the credit line, I can use that for our applications to the vendors and verizon.

Thanks

Krish
Sent via BlackBerry by AT&T

-----Original Message-----
From: "Pavlick, Michael" <MRPavlick@BBandT.com>

Date: Mon, 11 Feb 2008 12:03:18
To:krishv.patel@hotmail.com
Subject: RE: Verizon Stores

Krish -
The Line of Credit has been approved for you @ $50,000. If you need me to send a letter of verification to someone at Verizon please provide me their contact information and I will send it out today. Thank you again for your business.

Mike Pavlick
MRPavlick@BBandT.COM
(864) 242-8661 Phone
(864) 242-8428 Fax

-----Original Message-----
From: krishv.patel@hotmail.com [mailto:krishv.patel@hotmail.com]
Sent: Friday, February 08, 2008 6:02 PM
To: Pavlick, Michael
Subject: Re: Verizon Stores

Mike,
Sorry I didn't get back to you earlier. All the information is correct. We will get an answer monday from verizon to move forward.

Thanks

Krish
Sent via BlackBerry by AT&T

-----Original Message-----
From: "Pavlick, Michael" <MRPavlick@BBandT.com>

CONFIDENTIAL

Branch Banking & Trust Co.
301 College Street, 2nd Floor
Greenville, SC 29601
(864) 242-8600

February 11, 2008

VP Enterprises, Inc
Krish Patel
408 Ashby Park Lane
Greenville, SC 29607

Dear Krish:

This letter is to confirm in writing that BB&T has approved for VP Enterprises, Inc., an operating line of credit in the amount of $50,000.00. Under separate cover BB&T will provide information regarding the terms, etc.

Thank you in advance for the opportunity to provide your company with this financing Product. We look forward to working with you.

Sincerely,

Mike Pavlick
Vice-President
864-242-8661

→ sent to credit 2/18/08 in mail
Book Entrance

February 26, 2008

verizon wireless

VP Enterprises, Inc.
Attn: Pankaj Patel
Vijay Patel
408 Ashby Park Lane
Greenville, S.C. 29607

Re: Verizon Wireless Authorized Agent Application

Dear Sirs:

Thank you for submitting an Authorized Agency Agreement application with Verizon Wireless.

Various information and numerous factors are considered in the application process. After careful review of your application, we are unable to proceed with an Authorized Agency Agreement at this time.

Again, thank you for your interest in Verizon Wireless.

Sincerely,

Tim Butler

Tim Butler,
Director Indirect Sales Distribution
Carolinas Tennessee Region

cc: Tammy Blew
Kelley Pearson
VZW Legal Department

April 4, 2008

Verizon Wireless Agent Business Plan

Corby Phillips

Owner Description:

This company will be owned by Corby S. Phillips. This South Carolina based company will operate Verizon Wireless agent location(s). Location(s) will be exclusive retail location(s) to purchase Verizon Wireless service and equipment.

Objective:

- To build the flagship agent store of Verizon Wireless in the district. Through sales, revenues and customer experience.
- To provide training and support for store personal, maintaining excellent moral of all store employees.
- To create the best possible customer experience resulting not only in customer loyalty and increasing sales for the store, but also for Verizon Wireless.
- To hold regular staff meetings that will result in the continued commitment of building one team, which, by working together will make our stores flagship agent stores of the district.

Development & Status

Upon meeting with Verizon Wireless approval committee, incorporation and licensing will be pursued immediately. The agent location will be operated and managed by my established management team. Startup capital will be provided by myself and additional capital requirements of up to $200,000 can be available. Relationships have been established with Palmetto Bank and BB & T for financing.

The company I used to represent, Exit Reality has helped me find locations based on demographics and traffic counts on retail locations.

Rick Markowski with Exit Realty has dealt in the retail industry. His firm will keep us up to date on availability of key retail locations for future expansions.

Immediate Actions

After the business meets its projections within 1 month, we will start expanding locations starting with highest traffic count and market research. Our goal is to have all ten locations operating in the Upstate of South Carolina within a year time span.

Short Term

We would like to expand north and south of I – 85. Our stretch goal would entail expanding vastly in the Carolinas and Tennessee regions.

Long Term

Our long term goal would be to expand along the east coast of the United States and to be recognized as agent leaders of Verizon Wireless.

Industry Analysis

The wireless industry is very competitive and demanding. Verizon Wireless is a recognized market leader in this industry, mainly competing with GSM leader AT&T Mobility. Verizon Wireless has over 63.7 million customers and over 38 billion dollars in revenue. With Greenville's rank "highest cell phone per capita users" a few years ago, we believe there still is a high demand for wireless services. By offering the premium network Verizon Wireless and a strategically planned business team, both companies will benefit and succeed.

The wireless industry has evolved from trunk phones to the ability to down load your favorite song over the air, right off your handset device. There are over 162 million subscribers to the wireless industry and over $118 billion in investments.

There's much more that is offered in today's wireless products. Verizon Wireless offers America's most reliable network with the industry fasted mobile broadband network. This is one of the few reasons why Verizon Wireless dominates the Carolinas/Tennessee market. With Carolina/Tennessee region being one of the most productive and revenue generating regions in the company, our company knows we can contribute to that success.

Products & Related Services

Our locations will have full intent to offer the complete line of products and wireless solutions provided by Verizon Wireless. By using a strategic inventory process control, we will be able to provide all different types of products to our consumers.

Service

A team of professional, motivated, positive and knowledgeable staff will be available for our customers. Every customer will get the perfect customer experience from our sales team. All employees will go through extensive training when hired. The sales team will be intergraded with the communities' business events. All representatives will be trained on out bound and cold calling. Employees will be trained on how to generate small business leads as well as how to establish and create them. Employee will be trained on personal selling skills, customer first and probing models. Mystery shops will be conducted in order to evaluate and promote better performances. Employees will be trained on CDMA technology as well as evdo. As technology changes and evolves our company will be proactive in trainings and learning. Verizons competitive advantage will be taught to be sure our employees providing consumers with accurate information.

The Target Market

The market for the Verizon Wireless products and services is almost anyone from middle school children and up to the elderly. The Upstate, SC market is densely populated and increases to grow. With ICAR research center and South Financial Bank coming into Greenville, it will increase the demand for cellular users.

Market Location & Customers

Our first location will be placed on Five Forks & Woodruff Road or on Pelham Road by the new Wal-Mart. These two locations will be very successful locations base on demographics, traffic counts and other neighbor retailers.

Local population -- the county of Greenville with a year-round population of 500,000 +-.
Local businesses -- The Chamber of Commerce lists over 6400 businesses. Companies such as Michelin, BMW, Fluor, Jacobs, etc have large offices or corporate headquarter located here.
Venues: Bi-Lo Center (16,000), Furman University, Timmons Arena (4,750), Sirrine Stadium

Furman University Paladin Stadium (16,000), Furman University Soccer Stadium (3,000)
The student -- USC Upstate, the largest growing university in the state. Clemson, Furman, Greenville Tech, Bob Jones, North Greenville College

Competitive Strategy

Our locations will offer:

- A professional, perfect customer experience and total wireless solutions.
- Trained individuals, guided by professionals of the business industry.
- changing behaviors to change results
- High employee motivation and good sales attitude

Marketing Plan & Sales Strategy

Market Penetration
Entry into the market should not be a problem. The first stores will have extremely high visibility with heavy foot traffic all day long. The most traveled roads in the upstate Pelham and Woodruff.

Marketing Strategy

Focusing on the unique service and professionalism. Courteous and knowledgeable sales consultants to provide consumers with all their wireless needs. Backed up by Verizon Wireless, Worry Free Guarantee

- Print media -- local newspapers, magazines and student publications
- Chamber of Commerce brochures
- Direct mail -- subscriber lists, office
- Misc. -- yellow pages, charity events
- Internet Website
- Corporate relations

The marketing effort will be split into 3 phases;

1) Opening -- An advanced notice sent out to our personal, business and community contacts.
2) Ongoing -- A flexible campaign with personal, business and community contacts, assessed regularly for effectiveness.
3) Point of sale -- A well-trained staff can increase the average check as well as enhancing the customer's overall experience. Word-of-mouth referral is very important in building a solid

customer base.

Hours of Operation

TBA, 7 Days a week operation

Employee Training & Education

Employees will be trained not only in their specific operational duties but in the philosophy and applications of our concept. They will receive extensive information from the management and be kept informed of the latest information on the industry.

Systems & Controls

Selling with integrity

Management & Organization

Corby S Phillips – President

Greg Freitag – Director of Operations

Jeremy Strine – General Manager

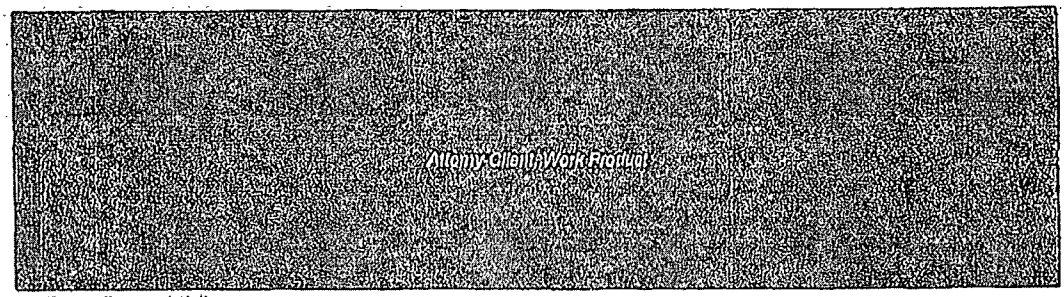
Katie Spaeth - Director of Training & Inventory Control

Trey Galoway – Director of Sales & Marketing

Dale McKinney – Attorney & Professional Business/Legal Support

Dan Jones – Business Accountant, CPA

CONFIDENTIAL



From: Pearson, Kelley
Sent: Monday, April 07, 2008 11:12 AM
To: Blew, Tammy C
Subject: FW: Verizon agent location business plan

Please see Mr. Phillips business plan.

From: Phillips, Corby [mailto:PhillipsC@Warn.com]
Sent: Saturday, April 05, 2008 9:12 AM
To: Pearson, Kelley
Subject: Verizon agent location business plan

Kelley,

Per our conversation, you requested a business plan for my agent stores here in the Upstate of SC. Attached is that business plan. I welcome any questions you may have and look forward to meeting with you.

Sincerely,

Corby S. Phillips
Cell:864-616-6798
phillipsc@warn.com

This communication, including any attachment(s), may contain privileged, confidential, or private information intended for a specific individual and purpose, and is protected by law. If you are not the person for whom this information is intended, please delete it, destroy any attachment, notify me immediately, and do not copy, use, or send this message or attachment to anyone else.

Re: AT&T independent dealer info

From: krishv.patel@hotmail.com
Sent: Fri 4/18/08 10:54 AM
To: Kaj Patel (kaj.patel@charter.net)

Kaj,

I believe me and my dad are going to charleston to take a look at the hotels.
Can you get me the address ?
------Original Message------
From: Kaj Patel
To: Krish Patel
Sent: Apr 18, 2008 3:06 AM
Subject: AT&T independent dealer info

Krish,
See link below for AT&T independent dealer info and contacts:

http://www.wireless.att.com/about/doing-business/local-dealers.jsp

--
Pankaj Patel
President
Arman Consulting, Inc
www.armanci.com

Krish Patel - Project Manager
VIP Hospitality, LLC
Hotel & Retail Development
864-275-5605 Phone
864-451-7533 Fax

Sent via BlackBerry Email

EXHIBIT 3.1

STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

INITIAL ANNUAL REPORT OF CORPORATIONS

CL-1
(Rev. 6/7/03)
3134

Office Use Only
File Number _____ ENDING PERIOD _____ SID Number _____
Month Year

APR 2 8 2008 For Secretary of State Use Only

Date "Application for Charter" filed with Secretary of State _____
Date of "Request for authority to do business in this state" (Foreign Corp.) _____
FED EI Number _____ Business Code (Office Use Only) _____

NAME OF CORPORATION P Communications, Inc.

PHYSICAL ADDRESS OF HEADQUARTERS (NUMBER AND STREET)			MAILING ADDRESS FOR TAX MATTERS	
33 Doverdale Road			same	
CITY AND STATE	ZIP	COUNTY	CITY AND STATE	ZIP
Greenville, SC	29615	Greenville		

1. State of incorporation: South Carolina 2. Indicate month corporation closes its books: December
3. Nature of principal business in SC: Verizon Wireless Store
4. Location of registered office of the corporation in the state of SC is Same as above in the city of _____. Registered agent at such address is Corby S. Phillips
5. Location of principal office in SC (street, city, zip and county): Same as above
6. Date business commenced in SC: Telephone # 864-616-6798
7. If a professional corporation, are all shareholders, one-half of the directors (or individuals functioning as directors) and all officers (other than the secretary and treasurer) qualified to practice the professional services engaged in by the corporation?
8. The names and business addresses of the directors (or individuals functioning as directors) and principal officers in the corporation are:

SSN	Name/Title	Business Address and Office
REDACT	Corby S. Phillips/President/Sec/ Treas.	same as above

ATTACH REMITTANCE HERE

9. The total number of authorized shares of capital stock itemized by class and series, if any, within each class is as follows:

Number of Shares	Class	Series
100,000	common	

10. The total number of issued and outstanding shares of capital stock itemized by class and series, if any, within each class is as follows:

Number of Shares	Class	Series
100	common	

1. Fee due with this report	1.	25	00
2. Interest due	2.		
3. Penalty due	3.		
4. Total - Due	4.	25	00

Make remittance payable to SC Department of Revenue and mail to:
SC Department of Revenue, License and Registration Unit, Columbia, SC 29214-0140.

AFFIDAVIT

I, the undersigned incorporator or principal officer of the corporation for which this return is made, declare that this return, including accompanying statements and schedules, has been examined by me and is to the best of my knowledge and belief a true and complete return made in good faith.

S. Allan Hill, Esquire
THIS RETURN PREPARED BY

April 25, 2008
DATE

Rebecca Jones
SIGNATURE OF INCORPORATOR OR OFFICER AUTHORIZED TO SIGN

Incorporator
TITLE

Kaj 002017

PI. Trial Document 00155

EXHIBIT 3.2

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL ON FILE IN THIS OFFICE

APR 28 2008

SECRETARY OF STATE OF SOUTH CAROLINA

STATE OF SOUTH CAROLINA
SECRETARY OF STATE

ARTICLES OF INCORPORATION
FOR A
STATUTORY CLOSE CORPORATION

P Communications, Inc.

1. The name of the proposed corporation is

P Communications, Inc.

2. This corporation is a Statutory Close Corporation, formed pursuant to Chapter 18, Title 33 of the 1976 South Carolina Code, as amended.

3. The initial registered office of the corporation is

33 Doverdale Road, Greenville, SC 29615

and the initial registered agent at such address is

Corby S. Phillips

4. The corporation is authorized to issue a single class of shares, the total number of shares authorized is **100,000 voting shares and 100,000 non-voting shares.**

5. The existence of the corporation shall begin when these articles are filed with the Secretary of State unless a delayed date is indicated (See, Section 33-1-230(b)): upon filing

080429-0227 FILED: 04/28/2008
P COMMUNICATIONS, INC.
Filing Fee: $135.00 ORIG
Mark Hammond South Carolina Secretary of State

Kaj 002014

EXHIBIT 3.5

SCTC-111
(Rev. 7/22/05)
8011

SOUTH CAROLINA DEPARTMENT OF REVENUE
BUSINESS TAX APPLICATION

INTERNET REGISTRATION: www.sctax.org
TELEPHONE (803) 898-5072
Mail TO: SC DEPARTMENT OF REVENUE
REGISTRATION UNIT; COLUMBIA, SC 29214-0140

FOR OFFICE USE ONLY
SIDN
SALES
USE
LICENSE TAX
14-2601

TAXES TO BE REGISTERED FOR THIS BUSINESS LOCATION

- [X] WITHHOLDING (complete section A)
- [ ] Nonresident Withholding Exemption (complete section B)
- [ ] SALES (complete section C; $60.00 license tax is required)
- [ ] PURCHASER'S CERTIFICATE (complete section D)

COMPLETE BOTH SIDES OF THIS APPLICATION — PLEASE PRINT OR TYPE ALL INFORMATION

1. OWNER, PARTNERSHIP, OR CORPORATE CHARTER NAME: P Communications, Inc.
2. TRADE NAME (DOING BUSINESS AS): Same
3. PHYSICAL LOCATION OF BUSINESS REQUIRED (NO P.O. BOX): 3712 Pelham Rd Unit B
   STREET: Greenville
   CITY: Greenville COUNTY (REQUIRED): SC STATE: 29615 ZIP
4. BUSINESS PHONE NUMBER / DAYTIME PHONE NUMBER:
5. FEDERAL IDENTIFICATION NUMBER: [redacted]
6. MAILING ADDRESS (FOR ALL CORRESPONDENCE)
   IN CARE OF: Sam
   STREET:
   CITY COUNTY STATE ZIP
7. TYPE OF BUSINESS
   - [ ] AGRICULTURE, FORESTRY, FISHING & HUNTING (11)
   - [ ] ARTS, ENTERTAINMENT, & RECREATION (71)
   - [ ] BANKING (52)
   - [ ] CONSTRUCTION (23)
   - [ ] EDUCATIONAL SERVICES (61)
   - [ ] HEALTH CARE & SOCIAL ASSISTANCE (62)
   - [ ] INFORMATION (51)
   - [ ] MANUFACTURING (31-33)
   - [ ] NATURAL RESOURCES & MINING (21)
   - [ ] OTHER SERVICES (81)
   - [ ] PROFESSIONAL, SCIENTIFIC, & TECHNICAL SERVICES (54)
   - [ ] PUBLIC ADMINISTRATION (92)
   - [ ] REAL ESTATE, RENTAL & LEASING (53)
   - [ ] RETAIL TRADE (44-45)
   - [ ] TRANSPORTATION & WAREHOUSING (48-49)
   - [ ] UTILITIES (22)
   - [ ] WHOLESALE TRADE (42)
8. MAIN BUSINESS (I.E., RETAIL FURNITURE SALES): Verizon Wireless Store
9. LOCATION OF RECORDS (NO P.O. BOX): Same as above
10. TYPE OF OWNERSHIP
    - [ ] SOLE PROPRIETOR (1 owner)
    - [ ] PARTNERSHIP (2 or more owners)
    - [ ] UNINCORPORATED ASSOCIATION (NOT A LEGAL NAME)
    - [ ] FOREIGN CORPORATION (ATTACH COPY OF ARTICLES OF INCORPORATION OR CERTIFICATE OF AUTHORITY)
    - [X] SOUTH CAROLINA CORPORATION DATE INCORPORATED: 4-25-08
    - [ ] OTHER (EXPLAIN)
    - [ ] LIMITED PARTNERSHIP [ ] CORPORATION [ ] PARTNERSHIP [ ] SINGLE MEMBER
8A. CHECK IF YOU SELL THESE PRODUCTS (for Solid Waste Purposes): [ ] MOTOR OIL [ ] HEADACHE BATTERIES [ ] TIRES [ ] LARGE APPLIANCES
8B. DO YOU SELL AVIATION GASOLINE? [ ] YES [X] NO
8C. DO YOU PROVIDE SERVICE TO CELLULAR AND PERSONAL COMMUNICATIONS USERS? [X] YES [ ] NO

11. NAME(S) OF BUSINESS OWNER, GENERAL PARTNERS, OFFICERS OR MEMBERS:

SOCIAL SECURITY NUMBER	NAME/TITLE/GENERAL PARTNERS	HOME ADDRESS	% OF OWNER (PERCENTAGE)
REDACT	Corby S. Phillips	33 Dovedale Rd, Greenville, SC 29615	7
	Krish V. Pate	408 Hobby Park Lane, Greenville, SC 29607	46.5
	Keith R. Cathey	105 Summer crest Circle, Simpsonville, SC 29681	46.5

ARE YOU A SC RESIDENT? (Y/N) ____ HOW LONG HAVE YOU LIVED IN SC? ____ (YEARS, MONTHS)

12. HAVE YOU:
- A. ACQUIRED ANOTHER BUSINESS? [ ] YES [X] NO
- MERGED WITH ANOTHER BUSINESS? [ ] YES [X] NO
- FORMED A CORPORATION OR PARTNERSHIP? [X] YES [ ] NO
- MADE ANY OTHER CHANGE IN THE OWNERSHIP? [ ] YES [X] NO

D. FORMER OWNER'S S.C.E.S.C. ACCOUNT NUMBER:
FORMER OWNER'S S.C. TAX ACCOUNT NUMBER:

B. DID YOU ACQUIRE ALL OF THE SOUTH CAROLINA OPERATIONS? PART OF THE SOUTH CAROLINA OPERATIONS? PERCENTAGE ACQUIRED:
E. NAME OF BUSINESS ACQUIRED: (Full or partial name of existing business)
ADDRESS OF FORMER OWNER:

C. DATE ACQUIRED OR CHANGED:
WAS THE BUSINESS OPERATING AT THE TIME OF ACQUISITION OR CHANGE? [ ] YES [ ] NO
DATE CLOSED:
DOES THE FORMER OWNER OR LEGAL ENTITY CONTINUE TO HAVE EMPLOYEES? [ ] YES [ ] NO

13. FIRST DATE OF EMPLOYMENT IN S.C. (mo/day/year): 10/1/08
14. ANTICIPATED DATE OF FIRST S.C. PAYROLL (mo/day/year): 11/1/08
15. ESTIMATE NUMBER OF EMPLOYEES IN S.C.: 4

16. IS BUSINESS WITHIN SC MUNICIPAL LIMITS? [ ] YES [X] NO WHICH CITY?
17. IS YOUR BUSINESS SEASONAL? [ ] YES [X] NO IF YES, LIST MONTHS ACTIVE:

COMPLETE REVERSE SIDE OF THIS FORM

I CERTIFY THAT ALL INFORMATION ON THIS APPLICATION, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE

SIGNATURE OF OWNER, ALL PARTNERS, OR CORPORATE OFFICER — President TITLE — 9-17-08 DATE

80111610

Kaj 002006

PI. Trial Document 00163

EXHIBIT 3.7

Form 2553 (Rev. 12-2007) Page 2

Part II Election Information (continued)

J Name and address of each shareholder or former shareholder required to consent to the election. (See the instructions for column K.)	K Shareholders' Consent Statement. Under penalties of perjury, we declare that we consent to the election of the above-named corporation to be an S corporation under section 1362(a) and that we have examined this consent statement, including accompanying schedules and statements, and to the best of our knowledge and belief, it is true, correct, and complete. We understand our consent is binding and may not be withdrawn after the corporation has made a valid election. (Sign and date below.)		L Stock owned or percentage of ownership (see instructions)		M Social security number or employer identification number (see instructions)	N Shareholder's tax year ends (month and day)
	Signature	Date	Number of shares or percentage of ownership	Date(s) acquired		
Krish V. Patel 408 Ashby Park Lane Greenville, SC 29607		12-4-08	60	9/1/08	REDACT	12/31
Keith R. Gailey 105 Summercrest Cir. Simpsonville, SC 29681		12-4-08	40	9/1/08	REDACT	12/31

Form 2553 (Rev. 12-2007)

Kaj 002004

Pl. Trial Document 00165

EXHIBIT 3.13

ACTION TAKEN BY WRITTEN CONSENT OF ALL THE DIRECTORS

OF

P COMMUNICATIONS, INC.

The undersigned, constituting all of the Directors of P Communications, Inc., hereby adopted the following resolutions by unanimous consent and without the necessity of a meeting therefor pursuant to the authority granted in Section 33-8-210 of the South Carolina Business Corporation Act.

WHEREAS, the current corporation share ownership is as follows:

	Number of Shares	Certificate #
Corby S. Phillips	100	1
Total Shares Outstanding	100	and;

WHEREAS, Corby S. Phillips wishes to transfer his One Hundred (100) shares of corporate stock back to the corporation and wishes to resign as an officer and director of the corporation; and,

WHEREAS, the corporation intends to add additional shareholders and issue Sixty (60) new shares of corporate stock to Krish V. Patel; and,

WHEREAS, the corporation intends to issue Forty (40) new shares of corporate stock to Keith R. Gailey; and,

WHEREAS, the corporation intends to appoint new officers and new directors;

NOW, THEREFORE, it is unanimously resolved as follows:

RESOLVED, the corporation's Secretary is authorized to cancel the shares of Corby S. Phillips and accept his resignation.

RESOLVED FURTHER, the corporation is hereby authorized and directed to issue to Krish V. Patel, a certificate representing Sixty (60) fully paid and nonassessable shares of the corporation.

RESOLVED FURTHER, the corporation is hereby authorized and directed to issue to Keith R. Gailey, a certificate representing Forty (40) fully paid and nonassessable shares of the corporation.

CONFIDENTIAL

AGENT APPROVAL FORM (South Area)

Date Submitted for Area Approval: _____ (MM/DD/YY)
Region: CAR/TN
Agent Type: New Agent - Standard

Full Entity Name of Agent including DBA
P Communications Inc. d/b/a Wireless Communications

New Agent
Type: Exclusive (If Exclusive, also complete Excl. Justification on tab 2)

Estimated # Locations: 10 within 1 yr
# of Stores: 10 within 1 yr
# of Kiosks: 0
Estimated Prepay Mix: 5.00%
Projected Open Date: 7/30/2008
Other Carrier(s): N/A
Current Relationship with Other Carrier(s): N/a

Proposed Contract Term: 3 year contract (standard) If Other:

Proposed Compensation: POST PAY (Exhibit B) Type: Standard

Voice Plans:

Rate Plan Tiers	Single Line			Family Share Plan Lines (primary and secondary lines)			ACTIVATIONS 1-Year	ACTIVATIONS 2-Year	UPGRADES 1-Year	UPGRADES 2-Year
Tier 1	$0.99	-	$34.98	$0.99	-	$34.98	$175	$200	$110	$170
Tier 2	$35.99	-	$44.98	$34.99	-	$44.98	$230	$255	$110	$175
Tier 3	$44.99	-	$54.98	$44.99	-	$54.98	$250	$275	$110	$175
Tier 4	$54.99	-	$74.98	$54.99	-	$84.98	$270	$295	$110	$175
Tier 5	$74.99	-	$94.98	$84.99	-	$104.98	$285	$310	$110	$200
Tier 6	$94.99	-	$134.98	$104.99	-	$134.98	$300	$325	$110	$215
Tier 7	$134.99	&	Above	$134.99	&	Above	$325	$350	$110	$215

Data Plans:

Rate Plan Tiers	Nationwide Email or Email w/Messaging Voice/Data Plans			ACTIVATIONS 1-Year	ACTIVATIONS 2-Year	UPGRADES 1-Year	UPGRADES 2-Year
Tier 1	$54.99	-	$74.98	$380	$405	$210	$325
Tier 2	$74.99	-	$94.98	$395	$420	$210	$325
Tier 3	$94.99	-	$104.98	$425	$450	$210	$325
Tier 4	$104.99	-	$124.98	$450	$475	$210	$350
Tier 5	$124.99	-	$174.98	$475	$500	$210	$365
Tier 6	$174.99	&	Above	$500	$525	$210	$365

☑ Non Residual
0% Residual: 36 # Months
Charge Back Period: 180 days
Coop/Net Add (MDF): $25
Other Coop (Non-Std):

Equipment Terms Requested:
Net 60

Volume Bonus:

Tier	$
0-74	$0.00
75-150	$10.00
151-300	$15.00
301-500	$20.00
501-800	$25.00
801-1000	$30.00
1001+	$35.00

Enhanced Service Tiers:

Tier	$
$.01 - $4.98	$5.00
$4.99 - $9.98	$10.00
$9.99 - $14.98	$20.00
$14.99 - $19.98	$30.00
$19.99+	$40.00
POA Tier	$150.00

NE2 Commission (EXCLUSIVE ONLY):

Tier	$
$9.99 - $34.98	$0.00
$34.99 - $44.98	$50.00
$44.99 - $54.98	$50.00
$54.99 - $74.98	$50.00
$74.99 - $94.98	$50.00
$94.99 - $134.98	$50.00
$134.99 & Above	$50.00

Proposed Compensation: PREPAY ADDENDUM Type: Standard

Prepay Activation Commission: $40
Card Margins: 15% $30 Card 15% $50 Card 15% $75 Card 15% $150 Card

Card Terms Requested: Net 30

OTHER SPECIAL CONSIDERATIONS (PROVIDE CALCULATION FOR MDF, DEMO PHONES, DETAILED EXPLANATION OF BUILD OUT FUNDS, AGENTS REQUIREMENTS TO KEEP BUILD OUT FUNDS SUCH AS GROWTH REQUIREMENTS, MINIMUM ACTIVATION REQUIREMENTS, ETC.)

☑ Build Out Addendum ☑ Datascape Postpay Addendum ☐ Other Addendum ☑ ISSB Amendment
☑ Prepay Addendum ☑ Datascape Prepay Addendum ☐ Premium Amendment

Agent opening a *total* of 10 doors; currently opening 1 door with MDF of $12,500 per new store location and MDF of $5,000 per new kiosk location with minimum Net postpay productivity of 35 per month, per location.

MDF Payout Process: 50% requested in advance with receipts to follow within 30 days/ remaining paid on reimbursement basis of receipts
Explain if Other:

CONTRACT INFORMATION

Contract No.:
Account Manager: Kelley Pearson
Office Phone #: 864-967-2348
Cell Phone #: 864-420-9339

Address for Agent to Send Contractual Notification To VZW:
Verizon Wireless
Attn: Patricia Cook
701 Brookfield Parkway
Greenville, SC 29607

PLEASE COMPLETE SECTIONS "A-D" BELOW

A. Agent Principal Contact Name and HQ Address for Correspondence:
Mr. Corby S. Phillips
33 Deverdale Rd
Greenville, SC 29615
HQ County: Greenville
Main Phone: 864-414-8956
Fax: 864-288-2778
Email Address: [illegible]Communications@hotmail.com
Web Address (If Applicable): N/A

B. MINIMUM ACTIVATION LEVEL:
☑ 25 NET POSTPAY/ LOCATION
☐ OTHER

C. Company Type: Corporation*

*State and Date of Incorporation (Secretary of State Website)
South Carolina
4/30/2003

D. List all Agent Principals (Must include name address/phone/title) with 20% or more ownership: Corby S Phillips

Home Address:	33 Deverdale Rd.
City, State Zip:	Greenville, SC 29615
Home Ph Number:	864-616-6798
Title:	President

VZW0000298
Pl. Trial Document 00175A

CAR-SC007-2008

EXCLUSIVE
AUTHORIZED AGENCY AGREEMENT
FOR
COMMERCIAL MOBILE RADIO SERVICE
BETWEEN
P Communications, Inc.
d/b/a Wireless Communications
AND
Cellco Partnership d/b/a Verizon Wireless

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

EXCLUSIVE
AUTHORIZED AGENCY AGREEMENT
for
COMMERCIAL MOBILE RADIO SERVICE

TABLE OF CONTENTS

SECTION		PAGE NO.
1.	DEFINITIONS	1
2.	RELATIONSHIP OF THE PARTIES	4
3.	DUTIES AND RESPONSIBILITIES OF AUTHORIZED AGENT	7
4.	EQUIPMENT SALE, LEASE, ACTIVATION AND/OR INSTALLATION, WARRANTY AND MAINTENANCE	11
5.	COMPENSATION	13
6.	AGENT'S OPERATING MATTERS	15
7.	USE OF MARKS BY AUTHORIZED AGENT	22
8.	TERM OF RELATIONSHIP	26
9.	TERMINATION OF AGREEMENT	26
10.	OUTSTANDING DEBTS AND OFFSET	29
11.	MISCELLANEOUS	30
12.	ACKNOWLEDGEMENTS AND REPRESENTATIONS	33
13.	INDEPENDENT INVESTIGATION/DISCLAIMER OF REPRESENTATIONS	34
14.	WAIVER AND DISCLAIMER OF RIGHTS CONSUMER RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES - CONSUMER PROTECTION ACT (THE "TEXAS DTPA").	36
15.	LIMITED LIABILITY	37

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

16. DISPUTE RESOLUTION AND ARBITRATION 37

17. WAIVER OF TRIAL BY JURY 42

18. NOTICE 43

19. ENTIRE AGREEMENT 43

EXHIBIT A AUTHORIZED AREA/AGENT LOCATIONS
EXHIBIT B COMPENSATION PROGRAM
EXHIBIT C COMPLIANCE GUIDELINES FOR VERIZON WIRELESS' AUTHORIZED AGENTS
EXHIBIT D ADVERTISING GUIDELINES FOR AUTHORIZED AGENTS
EXHIBIT E NON-DISCRIMINATION COMPLIANCE AGREEMENT
EXHIBIT F AUTOMATED ACTIVATION SYSTEM
EXHIBIT G VERIZON WIRELESS INDIRECT CORPORATE IDENTITY STANDARDS
EXHIBIT H EQUIPMENT SALES AGREEMENT

INTERNET ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☐ No ☒

PREPAY ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

DISCOUNT SERVICE PRICING FOR BUSINESS CUSTOMERS AMENDMENT ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

BUILDOUT ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

DATASCAPE POSTPAY ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

DATASCAPE EASYPAY AND PREPAY ADDENDUM ATTACHED TO AUTHORIZED AGENCY AGREEMENT
Yes ☒ No ☐

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0004

v. 12/08/05

Pl. Trial Document 00183

CAR-SC007-2008

EXCLUSIVE AUTHORIZED AGENCY AGREEMENT

THIS AGREEMENT, (hereinafter the "Agreement") is between Cellco Partnership doing business as Verizon Wireless, with an address at 701 Brookfield Parkway, Greenville, SC 29607 (hereinafter "Verizon Wireless"), and P Communications, Inc., a South Carolina corporation, doing business as Wireless Communications with its principal place of business at 2531 Woodruff Road, Greenville, SC 29680 (hereinafter "Authorized Agent"), and Corby S. Phillips, individually as principal, with a home address at [redacted], Greenville, SC 29615 (hereinafter "Principal").

RECITALS

WHEREAS, Verizon Wireless or an Affiliate is either licensed or otherwise authorized to provide Commercial Mobile Radio Service ("CMRS") in the Area set forth in the attached Exhibit A ("Area"), and provides CMRS to customers in that Area through its own direct sales activities, Agents and through other distribution channels; and

WHEREAS, Authorized Agent wishes to be an Agent in the Area, and Verizon Wireless wishes to appoint Authorized Agent to be an Agent in the Area.

NOW, THEREFORE, in consideration of these premises and the mutual covenants exchanged below and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Verizon Wireless and Authorized Agent, wishing to be legally bound, agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms have the meanings specified in this Section 1:

1.1. Access. Fees billed to Subscriber by Verizon Wireless for Subscriber's monthly access charge for those Subscribers activated on Verizon Wireless CMRS by Authorized Agent in the Area.

1.2. Activation. The first provision to a Subscriber of access to Service under a Number or Numbers assigned by Verizon Wireless in response to submission by Authorized Agent of a Service Form or by use of any automated system approved by Verizon Wireless.

1.3. Affiliate. A person, association, co-partnership, partnership, corporation or joint-stock company, trust or other business entity, however organized, which is an affiliate of that entity (hereinafter referred to singularly or collectively as "Entity") that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with another Entity. For purposes of this Agreement, Control is defined as:

1.3.1. Ownership of a majority of the voting power of all classes of voting stock, or

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0005

1.3.2. Ownership of a majority of the beneficial interest in income and capital of an entity other than a corporation, or

1.3.3. The legal authority, by contract or otherwise, to control the activities of another.

1.4. Agent. Any Entity that has been authorized by Verizon Wireless to market CMRS, either directly or indirectly, on behalf of Verizon Wireless.

1.5. Authorized Agent. When used in connection with the grant of rights from Verizon Wireless under this Agreement, the entity that is contracting under this Agreement and, to the extent such term is used herein to describe required conduct or to obligate Authorized Agent, any employee, principal, officer, agent, subagent, entity, partnership or officer of such entity, correspondingly creating an obligation on the part of Authorized Agent to bind such other person or entity accordingly.

1.6. Area. The Metropolitan Statistical Areas ("MSA"), Rural Service Areas ("RSA"), Major Trading Areas ("MTA") and Basic Trading Areas ("BTA") specified in Exhibit A to this Agreement, within which Verizon Wireless or an Affiliate has regulatory authority or is otherwise authorized to provide CMRS and within which Authorized Agent is authorized to sell Verizon Wireless' CMRS. Authorized Agent is not permitted to offer CMRS in the markets listed in Exhibit A until written notification is received from Verizon Wireless.

1.7. Authenticatable. Equipment that meets published Cellular Telecommunications Industry Association ("CTIA") standards for A-Key random authentication as such standards may be amended from time to time.

1.8. Commercial Mobile Radio Service ("CMRS"). Each and every radio service that is defined by the Federal Communication Commission ("FCC") as CMRS pursuant to 47 CFR § 20.9 and other provisions of the FCC's rules, including, but not limited to, cellular, Personal Communications Services ("PCS"), paging, messaging, air-to-ground, specialized mobile radio services and enhanced specialized mobile radio services, satellite, and any other radio service that the FCC may in the future define as CMRS that is interconnected to the public switched telephone network.

1.9. Compensation. Any payment to Authorized Agent pursuant to this Agreement, which may include, but is not limited to, commissions, account maintenance fees, bonuses of any type, special incentive funding (each a "Spiff"), advertising/cooperative funding, marketing development funding, or any other payments but which does not include equipment replacements and price plan upgrades for existing end users.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0006

1.10. Demonstration Service. CMRS provided to Authorized Agent at a reduced cost or at no charge, for the purpose of assisting Authorized Agent to solicit and sell CMRS on behalf of Verizon Wireless.

1.11. Effective Date. This term has the meaning ascribed to it in Section 8 hereof.

1.12. Equipment. Mobile, portable or transportable telephones and data communications devices, facsimile machines, personal communications devices and any other wireless or similar devices used by Subscribers in conjunction with or in order to utilize CMRS, and accessories and enhancements associated therewith. All Equipment must be Authenticatable in order to be activated on the Verizon Wireless Network. Any activations on non-Authenticatable Equipment will not be eligible to receive Compensation. Digital calling plans may be made available only to subscribers with digital service and a CDMA digital phone of the type required by the price plan (i.e., tri-mode or web enabled).

1.13. Gross Activations. The total number of Subscriber activations by Authorized Agent during a set time period, such as a month or a Quarter.

1.14. Licensed Marks. Verizon Wireless' or its Affiliates' symbols, trademarks, trade names, trade dress, service marks, insignia, logos and/or decorative designs that Verizon Wireless, in its sole discretion, determines Authorized Agent is licensed to use.

1.15. Market. The combination of one or more MSA, RSA, MTA and/or BTA properties utilized by Verizon Wireless for marketing purposes, in which Verizon Wireless is authorized to sell CMRS and in which Authorized Agent is authorized by Verizon Wireless to perform its obligations herein as set forth in Exhibit A.

1.16. Marks. All decorative designs, insignia, logos, names, service marks, service names, symbols, trade dress, trademarks, trade names, or the like, whether registered or unregistered that Verizon Wireless or its Affiliates own or are licensed or sub-licensed to use in connection with CMRS or products relating to CMRS.

1.17. Net Activation. The difference between the previous period's (Quarter or month as applicable) total number of Subscriber Activations by Authorized Agent minus the previous period's total number of Subscriber disconnects, for any reason, that are disconnected one hundred eighty (180) days or less after the Subscribers' Activation, not including the day of Activation.

1.18. Number. A telephone number assigned to a Subscriber to provide access to CMRS.

1.19. Quarter. Any given consecutive three-month period based on the calendar year; for example, the first Quarter of a year would begin January 1. Partial Quarters may be prorated.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0007

1.20. Reseller. Any entity that resells Verizon Wireless CMRS.

1.21. Service Forms. This term has the meaning ascribed thereto in Section 3.2.1.

1.22. Subscriber. The ultimate user of CMRS provided by or through Verizon Wireless. Subscriber purchases CMRS from Verizon Wireless and is responsible for payment of charges to Verizon Wireless. Each CMRS telephone number is deemed to be a separate Subscriber; provided however, that in the case of multi-nam units there shall be deemed only one Subscriber per unit at any given time, regardless of how many Numbers are actually attributed to that unit.

1.23. Successor. An Entity, however organized, that succeeds to or acquires the rights, title or interests of another.

1.24. Usage. Home area billable airtime charges (excluding roaming, cellular regional calling, landline, long distance and toll charges, taxes, surcharges, assessments and charges outside the specific price plan's home area) for those Subscribers activated on Verizon Wireless CMRS by Authorized Agent in the Area.

2. RELATIONSHIP OF THE PARTIES.

2.1. Subject to and in accordance with all the terms and conditions of this Agreement, Verizon Wireless hereby appoints Authorized Agent as its sales agent for CMRS to act only on behalf of Verizon Wireless in the Area.

2.1.1. Exclusivity by Authorized Agent. Authorized Agent acknowledges and agrees that it may offer, sell and market CMRS only on behalf of Verizon Wireless in the Area. Neither Authorized Agent, nor any of its Affiliates, employee, or agents, shall directly or indirectly:

2.1.1.1. Offer, sell, or market CMRS in the Area on behalf of any Entity other than Verizon Wireless;

2.1.1.2. Induce, influence, or suggest that any user or prospective user of CMRS purchase CMRS from or contract with any other Agent, Reseller, or other representative of Verizon Wireless; or purchase CMRS from or contract with any other CMRS provider or any agent, reseller, or other representative of such provider;

2.1.1.3. Share Compensation with any other Agent or Reseller or with any agent, reseller, or other representative of any other CMRS provider; or

2.1.1.4. Solicit or enter into any agreement with any Agent or Reseller or with any agent, reseller, or other representative of any other CMRS provider that

interferes with or alters Verizon Wireless' relationship with Authorized Agent or its Agents and Resellers.

2.2. Survival of Exclusivity. Authorized Agent acknowledges and agrees that the limitations and duties in subsection 2.1.1 are reasonable and essential and shall survive for a period of one (1) year following the termination or expiration of this Agreement or any extended term of this Agreement, including month-to-month extensions of this Agreement. Authorized Agent further acknowledges and agrees that, as to Subscribers activated by Authorized Agent, the limitations in subsection 2.1.1.2 shall survive for a period of two (2) years following the termination or expiration of this Agreement or any extended term of this Agreement, including month-to-month extensions of this Agreement. Authorized Agent further acknowledges and agrees that, in the event it breaches its duty of exclusivity hereunder, Verizon Wireless will charge Authorized Agent, in the form of setoff from its Compensation or as Verizon Wireless otherwise deems appropriate, an amount equal to ten percent (10%) of Authorized Agent's total Compensation for the ninety (90) day period (i.e., the three Compensation cycles) immediately preceding Authorized Agent's breach of exclusivity. Such chargeback shall not act as a waiver of any other rights Verizon Wireless may have as a result of Authorized Agent's breach of exclusivity.

2.3. No Exclusivity by Verizon Wireless. Authorized Agent has no exclusive rights to the Area. Among other things:

2.3.1. Verizon Wireless reserves the right to market Verizon Wireless Service in the Area and elsewhere through its own direct sales organization, retail stores (which it may locate anywhere in the Area, including in markets in proximity to Authorized Agent's Specific Locations) or other Agents, Resellers, or otherwise on any terms it chooses.

2.3.2. Nothing in this Agreement shall be deemed to restrict or prohibit Verizon Wireless, in its sole discretion, from offering Subscribers and potential Subscribers in the Area, through its direct sales force, other Agents or otherwise, volume discounts, promotional offers, new or modified price plans, or any other special offers for Verizon Wireless Service. Verizon Wireless shall have no obligation to allow Authorized Agent to offer similar discounts, offers, or price plans.

2.4. Authorized Agent's Limited Authority. Authorized Agent has only limited authority. Among other things:

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0009

Pl. Trial Document 00188

2.4.1. Authorized Agent's authority is limited to performance of its duties under this Agreement on behalf of Verizon Wireless in the Specific Locations provided in Exhibit A.

2.4.2. Pursuant to Exhibit A, Authorized Agent must obtain the prior written approval of Verizon Wireless before opening, closing, moving or acquiring any new locations where Authorized Agent intends to market or sell Verizon Wireless CMRS.

2.4.3. Verizon Wireless reserves the right to add, delete or otherwise modify the Specific Locations and Area in which Authorized Agent is authorized to operate under this Agreement.

2.5. No Franchise Relationship. Authorized Agent understands, acknowledges and expressly agrees that nothing contained in this Agreement or arising out of or relating to the relationship between it and Verizon Wireless is intended or should be construed to create any relationship of franchisee and franchiser between them. Neither Verizon Wireless nor Authorized Agent shall make any express or implied agreements, guarantees or representations, or incur any indebtedness or obligations, in the name of or on behalf of the other. Authorized Agent further agrees that it will not execute Franchise Agreements (as a Franchiser), or any other form of agreement that may be construed to create a franchise under applicable state or federal law, with any third party, without the express written consent of Verizon Wireless. Notwithstanding the foregoing, it shall not be construed that such entities have a franchise relationship with Verizon Wireless.

2.6. No Employment Relationship. No employee or agent of Authorized Agent shall be, or shall be deemed to be, an employee or Agent of Verizon Wireless. Authorized Agent assumes full responsibility for all acts and omissions of its employees and agents and shall have sole responsibility for their supervision and control.

2.7. No Delegation to Subagents. Authorized Agent may not delegate any of its rights or obligations under this Agreement, including but not limited to its sales, installment, warranty, maintenance, and use of Mark obligations, to any subcontractor or subagent, including, but not limited to, any Affiliate of Authorized Agent. No amendment of this Agreement authorizing such delegation shall be authorized and enforceable unless pursuant to Verizon Wireless' SubAgent Addendum signed by the Authorized Agent and by either a Regional President or Area President of Verizon Wireless.

2.8. Authorized Agent acts as a limited Agent of Verizon Wireless and owes Verizon Wireless the fiduciary and other obligations of an Agent to its principal solely for purposes of identifying

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

and activating Subscribers for the account of Verizon Wireless. Authorized Agent's fiduciary obligations to Verizon Wireless shall be limited to the performance of Authorized Agent's obligations under this Agreement.

2.9. Authorized Agent shall not represent or promise that Subscribers shall be charged for CMRS at any rate other than those established by Verizon Wireless for which Subscriber is eligible in Verizon Wireless' sole discretion. Authorized Agent shall not impose any type of fees for Verizon Wireless CMRS on Subscriber except those fees imposed on behalf of Verizon Wireless that are provided for in Verizon Wireless' Service Forms or elsewhere in this Agreement. This prohibition includes, but is not limited to, unauthorized deposits on credit cards, activation fees, early disconnect, chargeback, or similar fees, via separate contract or otherwise. Verizon Wireless shall not be liable to Authorized Agent for any Compensation, in any manner if any order for CMRS is obtained from a Subscriber by Verizon Wireless or by any other Verizon Wireless Agent, Reseller or other distribution channels despite Authorized Agent's prior solicitation of the Subscriber placing the order.

2.10. Authorized Agent shall be liable for all material or equipment that Verizon Wireless or an Affiliate may consign to Authorized Agent in furtherance of this Agreement.

2.11. Upon enrollment of a Subscriber, that Subscriber shall become the customer of Verizon Wireless for CMRS, and Verizon Wireless shall offer and furnish such customer billing services, as Verizon Wireless deems appropriate. Verizon Wireless shall be responsible for collecting any unpaid CMRS charges owed by Subscribers.

2.12. Authorized Agent shall advise all its employees, principals, officers and servants of the obligations set forth in this Section 2 and in Section 3 and obtain their written agreement to be so bound.

2.13. No Fiduciary Duties by Verizon Wireless. Authorized Agent understands, acknowledges and expressly agrees that nothing contained in this Agreement or arising out of or relating to the relationship between it and Verizon Wireless or any other Entity is intended or should be construed to create any fiduciary duties on the part of Verizon Wireless or its Affiliates.

3. DUTIES AND RESPONSIBILITIES OF AUTHORIZED AGENT.

3.1. General. In consideration for being appointed as an Agent of Verizon Wireless, Authorized Agent shall immediately commence offering CMRS to Subscribers and selling, installing, if applicable, and providing Subscribers access to warranty service for and maintaining Equipment. Authorized Agent shall at all times faithfully, honestly and diligently perform its obligations hereunder, and shall continuously exert its best efforts to promote the sale of

Verizon Wireless' CMRS. Authorized Agent shall promptly address Subscriber complaints directed to it regarding CMRS.

3.1.1. Authorized Agent must produce a minimum number of Net postpay Activations per month ("Minimum Activation Level") to remain an Agent. The Minimum Activation Level, which is set forth in Exhibit B, may, at Verizon Wireless' sole discretion, be adjusted from time to time. Authorized Agent will receive an initial probationary period of ninety (90) days after execution of this Agreement to reach the Minimum Activation Level. If after the initial ninety (90) day probationary period, Authorized Agent has failed to reach the Minimum Activation Level in any given month, Authorized Agent may be terminated in accordance with Section 9.1.1.2.

3.1.2. In the event Authorized Agent purchases Equipment from Verizon Wireless, upon request by Verizon Wireless, Authorized Agent agrees to secure an irrevocable standby letter of credit in the amount required by Verizon Wireless, which amount may be increased or decreased by Verizon Wireless at any time. Such request will be based upon Authorized Agent's credit history.

3.2. Solicitation and Enrollment.

3.2.1. Authorized Agent shall retain and train salespersons in the enrollment of Subscribers, the operation of CMRS and the sale of Equipment. Authorized Agent shall solicit Subscribers by using the most current versions of Verizon Wireless CMRS agreements, price plan brochures, forms and related material ("Service Forms"), and shall comply with all of Verizon Wireless procedures and practices for solicitation of, presentations to, and enrollment of Subscribers, which may be amended by Verizon Wireless from time to time. Authorized Agent may not modify the terms and conditions of the Service Forms. Authorized Agent shall not be eligible to receive Compensation for customers activated by Authorized Agent without properly completed, signed and approved Service Forms.

3.2.2. Potential Subscribers may be drawn from all classes of potential users for which Authorized Agent is authorized to sell price plans, excepting individual Subscribers currently assigned a Number(s) by or through Verizon Wireless or its Resellers; provided, however, that the sale of additional new Numbers to such Subscribers will be eligible for Compensation under this Agreement.

3.2.3. Authorized Agent shall forward all Service Forms, including prepay wireless agreements, to Verizon Wireless, or its designated storage vendor, on a monthly

basis in the envelopes provided by such vendor, or as otherwise communicated from time to time. If Authorized Agent fails to forward Service Forms pursuant to the then current policy, or fails to perform an Activation pursuant to Verizon Wireless procedures, Authorized Agent shall not be entitled to receive Compensation for such Subscriber. Authorized Agent shall retain any Subscriber security deposits and Verizon Wireless shall deduct the amount of such deposit from Compensation due Authorized Agent during the following month; however, if Authorized Agent processes a required security deposit by inputting Subscriber credit card information into the System, then Authorized Agent shall not retain the credit card funds and such security deposit will not be deducted from Compensation due Authorized Agent. Verizon Wireless will communicate to Authorized Agent in writing, of any change in the retention of Service Forms or of the handling of security deposits.

3.2.4. No contract between Verizon Wireless and a Subscriber shall exist until the Service Form is accepted and approved by Verizon Wireless and the Equipment has been activated. Verizon Wireless shall have the right, in its sole discretion, to reject the enrollment of any Subscriber. The exercise of this right shall not be subject to any duty of good faith and fair dealing, and the decision of Verizon Wireless shall be final and binding.

3.2.5. Except as expressly provided herein, Authorized Agent shall have no right or obligation to bill or to collect from Subscribers or potential Subscribers any money or charges for CMRS. Verizon Wireless shall have the right to disconnect the Subscriber for nonpayment of service.

3.3. Confidentiality, Proprietary Information, Trade Secrets. Authorized Agent shall not, without Verizon Wireless' prior written consent, disclose to any third party any information supplied to it by Verizon Wireless that is confidential or is a Verizon Wireless trade secret. This Agreement (and all amendments thereof) and all of its terms and conditions shall be confidential. If Authorized Agent is served with any form of process to obtain such information, Authorized Agent shall immediately notify Verizon Wireless, which shall in addition to Authorized Agent's efforts, if any, have the right to seek to quash such process. Authorized Agent shall also cooperate with Verizon Wireless in its efforts to obtain an order to quash such process. Authorized Agent shall treat Subscriber lists and all financial, technical or business information or data regardless of form, provided to Authorized Agent by Verizon Wireless (collectively "Confidential Information") as the exclusive confidential

property of Verizon Wireless. Authorized Agent shall treat Subscriber lists and all data regardless of form relating to Subscribers or potential Subscribers as Verizon Wireless trade secrets ("Trade Secrets"). "Trade Secrets" means information, without regard to form, related to the services or business of Verizon Wireless from which Verizon Wireless derives economic value, actual or potential, and that is not generally known to or readily ascertainable by other persons who can obtain economic value from its disclosure or use. Authorized Agent agrees that, during and after the term of this Agreement, Authorized Agent shall not divulge, use, sell, exchange, give away, or transfer in any way any Confidential Information other than for maintaining such periodic contact with Subscribers as is required for warranty service, installation or maintenance of Equipment, sale of more Equipment, sale of other equipment, or the sale of additional service provided by or through Verizon Wireless. Verizon Wireless shall, at all times, have access to Authorized Agent's Subscriber records. Authorized Agent agrees to cooperate with Verizon Wireless in producing such records upon Verizon Wireless' request. Nothing herein shall restrict Authorized Agent from disclosing to a third party that it has an exclusive relationship with Verizon Wireless and has confidentiality obligations.

3.4. Regulatory Matters. This Agreement shall at all times be subject to:

3.4.1. changes or modifications to comply with, and

3.4.2. any necessary approvals of, local, state and federal regulatory agencies and courts having jurisdiction over the provision of CMRS in the Area. Authorized Agent shall take no action inconsistent with, and agrees to support, any efforts by Verizon Wireless before regulatory authorities or others regarding CMRS regulatory issues to the extent such efforts or actions are undertaken by Verizon Wireless.

3.5. Telemarketing Services. Authorized Agent shall not conduct telemarketing services on behalf of Verizon Wireless.

3.6. Meetings and Training. Authorized Agent acknowledges that Verizon Wireless requires its Agents to attend Agent meetings and training programs from time to time. Authorized Agent agrees to attend all Agent meetings and training programs at Authorized Agent's expense and agrees to have its personnel attend such meetings and training programs.

3.7. Publicity. Authorized Agent shall submit to Verizon Wireless all advertising, sales promotion, press releases and other publicity matters relating to Verizon Wireless or its CMRS or its sales agency performance under this Agreement wherein Verizon Wireless'

name, Marks or the name or Mark of any of its Affiliates are mentioned or language from which the connection of said names or Marks therewith may be inferred or implied.

3.8. Internet/Online Sales. Authorized Agent shall not advertise any sale of Verizon Wireless' services or products through Authorized Agent's website or other e-commerce activities or arrangement, without the express written consent of Verizon Wireless and execution of a written addendum to this Agreement governing the specific terms and conditions of such advertising. Under no circumstances shall Authorized Agent consummate any sales over such approved websites.

4. EQUIPMENT SALE, LEASE, ACTIVATION AND/OR INSTALLATION, WARRANTY AND MAINTENANCE.

4.1. Equipment Inventory. Authorized Agent shall maintain an inventory of approved models of Authenticatable Equipment and spare parts for Equipment, sufficient to meet reasonable, anticipated demand from the Subscribers that Authorized Agent enrolls.

4.2. Authorized Agent shall purchase Equipment directly from manufacturers or their authorized distributors.

4.3. In the event that Authorized Agent purchases any Equipment from Verizon Wireless, the terms and conditions of such purchases shall be governed by the provisions of Exhibit H, which is incorporated herein by this reference. Authorized Agent shall allocate any Equipment purchased from Verizon Wireless for use only with Verizon Wireless CMRS. In the event Verizon Wireless is providing Equipment, it shall have the right to allocate Equipment in its sole discretion, including distribution to itself or other Agents. Verizon Wireless reserves the right at any time to discontinue providing Equipment.

4.4. IT IS EXPRESSLY UNDERSTOOD THAT VERIZON WIRELESS (OR ITS AFFILIATES) MAY, BUT IS IN NO WAY OBLIGATED TO, SELL EQUIPMENT TO AUTHORIZED AGENT FOR RESALE.

4.5. Authorized Agent acknowledges that Verizon Wireless may sell subsidized, consumer-oriented products to its Agents or may offer such products through its direct channel for sale directly to consumers. Such products include, but are not limited to, telephones packaged with a contract and a price plan or provided in a "break-the-seal" shrink wrap box.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Authorized Agent agrees that it will not purchase such products from other Verizon Wireless Agents, Retailers or through Verizon Wireless' direct channel for the purpose of resale.

4.6. All Equipment sales and/or leases shall be made by or on behalf of Authorized Agent for its own account and not as Authorized Agent for, or for the account of, Verizon Wireless. With respect to the sale, lease, installation, warranty service, and maintenance of Equipment, Subscribers shall be customers of Authorized Agent, and Verizon Wireless shall have no responsibility to Authorized Agent or Subscribers with respect to such activities. Authorized Agent shall establish sales prices and lease charges or other fees for Equipment in its sole discretion, and Verizon Wireless shall have no control over such prices, charges and fees.

4.7. Minimum Equipment Standards.

All Equipment activated by Authorized Agent pursuant to the terms of this Agreement shall comply with the following requirements, which are subject to change upon written notice:

4.7.1. The Equipment shall be Authenticatable.

4.7.2. The Equipment make and model must first be approved by Verizon Wireless for use with Verizon Wireless' CMRS.

4.7.3. The Equipment must be programmed with Verizon Wireless' then current preferred roaming list ("PRL") and appropriate IP address for wireless internet access. The Equipment must: have a Type Acceptance Certificate from the FCC, pursuant to Part 22 of Title 47 of the United States Code of Federal Regulations; comply with CTIA Standards for A-Keys random authentication as may be amended from time to time; be CTIA certified; comply with all CTIA guidelines for RF emissions and specific absorption rate ("SAR") level disclosure; be equipped with a universal built-in speaker; and meet the requirements of Verizon Wireless' responsible driving program.

4.8. Installation, Maintenance and Warranty of Equipment.

4.8.1. Authorized Agent shall be responsible, on a direct or indirect basis, for the installation, maintenance and warranty of the Equipment it sells. Upon request in writing by Verizon Wireless, Authorized Agent shall provide Verizon Wireless with a written certification from the manufacturer of all Equipment sold or leased by Authorized Agent, that Authorized Agent is certified and authorized to maintain, install and warrant such Equipment at Authorized Agent's location(s).

4.8.2. Authorized Agent must be able, directly or indirectly, to provide warranty service on the primary Equipment offered by Authorized Agent, including without limitation providing accurate information to Subscribers for equipment vendors' warranty

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

operations. Authorized Agent shall ensure that any and all installations, service and maintenance of Equipment performed by Authorized Agent are performed by trained technicians.

5. COMPENSATION.

5.1. Verizon Wireless shall pay Compensation to Authorized Agent (provided that Authorized Agent is in full compliance with this Agreement's terms and conditions) for Subscribers obtained by Authorized Agent and accepted by Verizon Wireless in accordance with Exhibit B, which may be amended by Verizon Wireless from time to time.

5.2. Verizon Wireless may add, delete or modify any CMRS rate plans and the Compensation paid for such rate plans. Verizon Wireless will provide Authorized Agent with thirty (30) days notice of changes in all Compensation, including without limitation Compensation for existing postpaid rate plans, except that Verizon Wireless may provide fourteen (14) days notice of changes in Compensation for prepaid activations. Verizon Wireless will determine whether such rate plan changes will apply to both existing and/or future Subscribers. Authorized Agent understands, acknowledges and expressly agrees that after the effective date of any changed Compensation schedule, submission by Authorized Agent of a Service Form to Verizon Wireless for activation of a Number (or activation by Authorized Agent of a Number by use of an automated activation system) shall be deemed acceptance of the changed Compensation.

5.3. All documentation must be accurately completed to the satisfaction of Verizon Wireless and signed by the Subscriber in accordance with the activation procedures of Verizon Wireless. In the event Compensation is paid by Verizon Wireless that was not due or payable to Authorized Agent, Verizon Wireless shall charge back the full amount of said Compensation from future Compensation.

5.4. Authorized Agent shall not receive any Compensation for Subscribers who activate on Equipment that does not meet the requirements set forth in Section 4 of this Agreement.

5.5. Verizon Wireless reserves the right not to pay Compensation, or to charge back Compensation if already paid, for the activation of a Number where any of the following occurs: (1) the Subscriber was a Verizon Wireless Subscriber within the one hundred eighty (180) days prior to the activation (except as otherwise provided in this Agreement for CMRS upgrades); (2) the Subscriber has previously terminated Verizon Wireless CMRS twice; (3) the Subscriber's billing or street address is outside the Area, unless Authorized Agent has

prior written approval of Verizon Wireless, which may be withdrawn at its sole discretion; (4) the Number activated is outside the Area; (5) an existing Subscriber switches Numbers with no net Number gain within one hundred eighty (180) days; (6) the Subscriber assigns the Number to another responsible party; (7) the Subscriber cancels one Number and activates another Number with the same billing address within one hundred eighty (180) days; or (8) the Subscriber cancels CMRS with Verizon Wireless and a person with the same billing address activates a Number within one hundred eighty (180) days.

5.6. Further, in the event a Subscriber disconnects CMRS for any reason prior to completing a full one hundred eighty (180) calendar days of service, excluding the day of Activation, Verizon Wireless will charge back to Authorized Agent, or setoff and deduct from any unpaid Compensation or other amounts owed to Authorized Agent, the entire Compensation paid to Authorized Agent for that Subscriber ("Chargeback"). Notwithstanding the foregoing, if the Subscriber's service is disconnected, resulting in a Chargeback, but then reconnected (as a result of Authorized Agent's documented efforts) on the Subscriber's original account within one hundred eighty (180) calendar days after the original activation, Authorized Agent may submit to Verizon Wireless a written request to be recompensated for such account. Verizon Wireless shall have no obligation to recompense Authorized Agent on accounts where the disconnected service is reconnected more than one hundred eighty (180) days after the original activation date or Verizon Wireless, in its sole discretion, determines the Subscriber reactivated as a result of Verizon Wireless' efforts.

5.7. Any Compensation or other fee paid by Verizon Wireless under this Agreement shall not be contested by Authorized Agent unless Authorized Agent shall provide Verizon Wireless in writing, within forty-five (45) business days of issuance of said Compensation, with notice that Authorized Agent in good faith believes payment to be incorrect, a detailed statement of the reason why the Authorized Agent believes there is an error, and all documentation, including but not limited to, Service Forms, inventory reports, commission reports, canceled checks, installment sales contracts, etc., in support of Authorized Agent's belief. Any objections not raised by Authorized Agent in this manner will be deemed waived.

5.8. If this Agreement is terminated for any reason, Verizon Wireless may withhold payment of Compensation then due for one hundred eighty (180) days or until all matters relating to the termination of the agency, including, but not limited to, the return of any point of purchase displays or demonstration equipment, the outcome of any fraud investigations, and the

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0018

resolution of any arbitration or any other disputes between the parties, and matters under any other agreement between the parties, are settled, whichever is longer.

5.9. Authorized Agent acknowledges that Verizon Wireless may engage in customer service programs that may result in a Subscriber migrating to a different price plan, and such activity may result in a difference in the amount of Compensation paid for such plan. Should a Subscriber migrate between price plans for any reason within one hundred eighty (180) days of the Subscriber's activation date, and these price plans pay different Compensation amounts, Verizon Wireless may adjust the Compensation paid to the Authorized Agent, upwards or downwards, to reflect the difference between the Compensation payout of the respective price plans.

5.10. Authorized Agent hereby agrees and acknowledges that Verizon Wireless has no obligation, express or implied, to pay Authorized Agent the same rate(s) of Compensation as those it pays to any other Agent or other distribution channel or to offer to extend to Authorized Agent any contract provision or term that is the same, similar to, or comparable to the agreements, provisions or terms Verizon Wireless offers to any other Entity or extends to or enters into with any other Agent or other distribution channel.

5.11. Verizon Wireless reserves the right not to pay Compensation, or to charge back Compensation if already paid for any defaults regarding obligations, debts, or monies owed by Authorized Agent to Verizon Wireless under this, or any other agreement, including without limitation Equipment obligations.

6. AGENT'S OPERATING MATTERS

6.1. Authorized Agent's Business Records. Authorized Agent and its Affiliates shall maintain at their principal offices, and preserve for three (3) years from the date of their preparation, full, complete and accurate records of their business as they relate to Authorized Agent's performance under this Agreement. Such records shall be available for inspection and copying by Verizon Wireless at all reasonable times.

6.2. Compliance with Rules and Procedures and Good Business Practices.

6.2.1. In its performance of this Agreement, Authorized Agent shall comply with:

(a) all applicable laws, orders, rules and regulations of federal, state or local governments, including without limitation all consumer protection laws, laws governing the use of trade secrets and other proprietary information, and laws applicable to Authorized Agent as an employer of labor, all tariffs, and any

governmental rules and procedures relating to the sale of CMRS or the sale, lease, installation, warranty service or repair of Equipment;

(b) all applicable federal, state or regulations relating to consumer protection and the safeguarding, protection, and disposal of Confidential Information and Trade Secrets, as defined in Section 3.3 of this Agreement, or similar information used, maintained, and/or accessed on Verizon Wireless' behalf including, but not limited to, the FTC information disposal rule enacted June 1, 2005. In the event of an unauthorized disclosure of personal or similar information in violation of the foregoing, Authorized Agent shall provide notice of same by e-mail to inseinre@gl.verizonwireless.com within forty-eight (48) hours, and to the contract notice addressees set forth in Section 18, (NOTICE) by the means set forth therein; and

(c) all rules and procedures concerning the conduct of Authorized Agent's business relating to CMRS reasonably prescribed from time to time by Verizon Wireless.

6.2.2. Authorized Agent shall, at its sole expense, secure and maintain in full force and effect all licenses, approvals, certifications, and permits required of Authorized Agent and its employees for its performance hereunder.

6.2.3. Authorized Agent shall notify Verizon Wireless in writing within five (5) days of the commencement of any material action, suit or proceeding or of the issuance of any order, writ, injunction, award or decree of any court, agency or other governmental instrumentality involving Authorized Agent or Authorized Agent's business.

6.2.4. Authorized Agent agrees that it will not use Verizon Wireless Subscriber information to transmit information to a Subscriber's mobile telephone, including, but not limited to: (1) unlawful, threatening, abusive, harassing, or other objectionable material; and (2) unsolicited or unauthorized commercial material, including, but not limited to, advertising, promotional materials, "junk mail," "SPAM," chain letters, pyramid schemes, and other undesirable material.

6.2.5. Authorized Agent acknowledges and agrees that as an Agent of Verizon Wireless it is obligated to comply with the Federal Communications Commission ("FCC") order released on October 12, 2001 regarding the Rules To Ensure Compatibility to Enhanced 911 Emergency Calling Systems.

(a) The order requires that:

Beginning July 31, 2002	25% of all new Equipment activated must be A-GPS-capable;
Beginning March 31, 2003	50% of all new Equipment activated must be A-GPS-capable;
Beginning December 31, 2003	100% of all new digital Equipment activated must be A-GPS-capable;
By December 31, 2005	95% of all customer Equipment in service must be A-GPS-capable.

6.3. Clear Disclosure. Authorized Agent will only be permitted to activate Subscribers under the following terms and conditions:

6.3.1. Authorized Agent shall ensure that each Subscriber activated by Authorized Agent has read the terms and conditions of the Service Forms and has reviewed the consumer information overview.

6.3.2. Authorized Agent shall indemnify, defend and hold Verizon Wireless harmless from any and all claims, demands and causes of action whatsoever asserted against Verizon Wireless due to a claim that the Subscriber was not informed that service activated under the Service Form was subject to its terms and conditions or that the Subscriber did not have the opportunity to review the consumer information overview.

6.3.3. In the event Authorized Agent offers for sale any Equipment that is used, reconditioned or refurbished, Authorized Agent shall provide clear written notice to Subscribers and be in full compliance with all applicable laws and regulations that apply to the sale of used, reconditioned or refurbished Equipment.

6.3.4. In all dealings with Subscribers and others, Authorized Agent shall conspicuously identify itself as an Authorized Agent of Verizon Wireless and otherwise as an independent business, shall conduct itself with the highest standards of honesty, integrity and fair dealing, including, but not limited to, those standards set forth in the Compliance Guidelines for Verizon Wireless' Authorized Agents, Exhibit C to this Agreement. Authorized Agent shall do nothing that would, in the opinion of Verizon Wireless, tend to discredit, dishonor, reflect adversely upon, or in any manner injure the reputation of Verizon Wireless, Agent or any other alternative distribution channel of Verizon Wireless CMRS.

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION

Confidential
VZW 0021

6.3.5. Authorized Agent shall conform to the highest ethical standards for advertising and will comply with all Verizon Wireless standards for advertising, (including, but not limited to, those standards set forth in Verizon Wireless Advertising Guidelines for Authorized Agents in Exhibit D of this Agreement which is subject to change upon notice) and in promotional and training material to be used or distributed by Authorized Agent to Subscribers. Failure of Authorized Agent, its employees or agents, to abide by such standards in all material respects shall be a material breach of this Agreement. All advertising and promotional materials shall be submitted to Verizon Wireless or its designee for written approval before publication or dissemination.

6.3.6. Responsibility for Subscriber Complaints. Authorized Agent shall promptly address all Subscriber complaints directed to it regarding Verizon Wireless CMRS.

6.3.7. Non-Discrimination. Authorized Agent shall not discriminate on the basis of race, color, religion, sex, national origin, sexual orientation, citizenship, age, otherwise qualified disability, or veteran status. Authorized Agent shall also comply with the applicable provisions of the Non-Discrimination Compliance Agreement attached as Exhibit E.

6.4. Subscriber Activation Process. Authorized Agent, at its own expense, shall have the equipment necessary to facilitate transmission of Subscriber information to Verizon Wireless at all times during the Terms of this Agreement. Authorized Agent's equipment must comply with Verizon Wireless' requirements as communicated from time to time, and must include at a minimum, a facsimile machine and a computer capable of Internet access with the requirements set forth in Exhibit F of this Agreement. Authorized Agent's equipment must be compatible with Verizon Wireless' automated activation systems. The automated activation system, where available, shall be used for all activations. If an automated activation system is not available in an Authorized Agent's market, activations shall be then made in accordance with normal regional activation procedures. If Authorized Agent calls Verizon Wireless' fulfillment center for activations instead of utilizing the automated activation system where available, a $10.00 fee may be assessed for each number activated through the Verizon Wireless fulfillment center. This fee shall be deducted from Authorized Agent's Compensation checks. Verizon Wireless shall have the right, immediately upon termination of this Agreement, to deny Authorized Agent access to Verizon Wireless' computer systems. Currently, web-based automated activation systems, which will verify credit and assign

VERIZON WIRELESS CONFIDENTIAL AND PROPRIETARY INFORMATION
NOT TO BE COPIED OR DISCLOSED WITHOUT VERIZON WIRELESS' WRITTEN PERMISSION