

**ORIGINAL NEW APPLICATION**



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BEFORE THE ARIZONA CORPORATION

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IN THE MATTER OF THE APPLICATION OF )  
 ABSOLUTE HOME PHONES, INC. D/B/A )  
 ABSOLUTE MOBILE FOR DESIGNATION AS A )  
 WIRELESS ELIGIBLE )  
 TELECOMMUNICATIONS CARRIER IN THE )  
 STATE OF ARIZONA (LOW INCOME ONLY). )  
 )  
 )

DOCKET NO. T-  
 T-20811A-11-0273

**APPLICATION OF ABSOLUTE HOME PHONES, INC. D/B/A ABSOLUTE  
 MOBILE FOR DESIGNATION AS A WIRELESS ELIGIBLE  
 TELECOMMUNICATIONS CARRIER IN THE STATE OF ARIZONA  
 (LOW INCOME ONLY)**

Absolute Home Phones, Inc. d/b/a Absolute Mobile ("Absolute" or the "Company"), pursuant to Section 214(e) of the Telecommunications Act of 1996 (the "1996 Act"), 47 U.S.C. § 214(e) and implementing rules of the Federal Communications Commission ("FCC"), hereby requests that the Arizona Corporation Commission ("Commission") designate Absolute as an Eligible Telecommunications Carrier ("ETC") for the purpose of receiving federal low income universal service support for prepaid wireless services. Absolute does not at this time seek ETC designation (1) for the purpose of receiving federal universal service support for providing service to high cost areas or (2) on a wireline basis. Absolute requests designation as an ETC for its entire service area in Arizona (the "Service Area"). Specifically, Absolute requests ETC designation statewide in all exchanges to the extent that its underlying carrier, Sprint, has facilities and coverage. Absolute understands that its service area overlaps with many rural carriers in Arizona,

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1 but maintains that the public interest factors described below justify its designation in these  
2 carriers' service areas, especially because it seeks ETC designation solely to utilize USF funding to  
3 provide Lifeline service to qualified low-income consumers. Absolute does not by this  
4 Application request that the Commission modify, or seek in any way to affect, the definition of  
5 rural telephone company study areas in Arizona.

6 Absolute respectfully requests that the Commission grant this Application and that it do so  
7 expeditiously so that Absolute may provide wireless service to low income households as soon as  
8 possible. In further support of its Application, Absolute states as follows:

9 **I. GENERAL INFORMATION.**

10 **A.** Absolute is a Florida corporation with its principal offices located at 2562 SW 24  
11 Ave Road, Ocala, Florida 34471. Absolute is authorized to transact business in the State of  
12 Arizona. Copies of Absolute's Articles of Incorporation and Arizona Certificate of Good Standing  
13 are attached herein as **Exhibit "A"**.

14 **B.** Correspondence or communications pertaining to this Application should be  
15 directed to Absolute's attorneys of record:

16 Michael W. Patten  
17 Timothy J. Sabo  
18 ROSHKA DEWULF & PATTEN, PLC  
19 One Arizona Center  
20 400 East Van Buren Street, Suite 800  
21 Phoenix, Arizona 85004  
22 [mpatten@rdp-law.com](mailto:mpatten@rdp-law.com)  
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24 and

25 Stan Q. Smith  
26 Margaret A. Johnson  
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Facsimile: (601) 949-4804  
Email: [ssmith@watkinsludlam.com](mailto:ssmith@watkinsludlam.com)

1 C. Questions concerning the ongoing operations of Absolute following ETC  
2 designation should be directed to the above referenced counsel and to:

3 Mr. Christopher Peltier  
4 Absolute Home Phones, Inc.  
5 PO Box 831327  
6 Ocala, Florida 34483-1327  
7 Telephone: 352-895-4555  
8 Facsimile: 352-433-2907  
9 Email: [chrispeltier@live.com](mailto:chrispeltier@live.com)

10 D. To date, Absolute has received ETC designation on a wireless carrier basis in  
11 Arkansas, and has applications for designation in process in the states of Georgia, Louisiana,  
12 Pennsylvania, and Wisconsin.

## 13 II. BACKGROUND.

14 Section 254 of the 1996 Act provides for universal service. Universal service is a principal  
15 component of federal telecommunications policy, and the FCC has adopted a number of cost  
16 recovery policies and mechanisms designed to ensure access to basic telecommunications services  
17 at affordable prices for all Americans.

18 One key component of universal service is the availability of subsidies from the federal  
19 Universal Service Fund ("USF"), created by the 1996 Act. The USF was created, in part, to  
20 provide support to qualifying low-income communications end-users such as those serviced by  
21 Absolute. Mechanisms were also established in an effort to moderate the amount of costs to be  
22 recovered through basic, recurring charges to low-income users, thereby assisting efforts to  
23 maintain reasonable basic rate levels. Only a "common carrier" receiving designation as an ETC  
24 under 47 U.S.C. § 214 is eligible to receive subsidies from the federal USF. Wireless carriers are  
25 common carriers under federal law.<sup>1</sup> Common carriers that provide services consistent with the  
26 requirements of Section 214(e) may be deemed ETCs.<sup>2</sup>

27 <sup>1</sup> 47 U.S.C. § 332(c)(1).

<sup>2</sup> U.S.C. § 214(e)(6) provides that wireless carriers not otherwise subject to state commission jurisdiction shall be designated as ETCs if they meet the requirements of 47 U.S.C. § 214(e)(1) consistent with applicable federal and state law.

1 Section 214(e)(2) of the 1996 Act<sup>3</sup> provides that:

2  
3 A State commission shall upon its own motion or upon request designate a  
4 common carrier that meets the requirements of paragraph (1) as an eligible  
5 telecommunications carrier for a service area designated by the State commission.  
6 Upon request and consistent with the public interest, convenience, and necessity,  
7 the State commission may, in the case of an area served by a rural telephone  
8 company, and shall, in the case of all other areas, designate more than one common  
9 carrier as an eligible telecommunications carrier for a service area designated by the  
10 State commission, so long as each additional requesting carrier meets the  
11 requirements of paragraph (1). Before designating an additional eligible  
12 telecommunications carrier for an area served by a rural telephone company, the  
13 State commission shall find that the designation is in the public interest.

14 Section 214(e)(1) of the 1996 Act<sup>4</sup> provides:

15 A common carrier designated as an eligible telecommunications carrier under  
16 paragraph (2), (3), or (6) shall be eligible to receive universal service support in  
17 accordance with section 254 of this title and shall, throughout the service area for  
18 which the designation is received—

19 (A) offer the services that are supported by Federal universal service support  
20 mechanisms under section 254 (c) of this title, either using its own facilities or a  
21 combination of its own facilities and resale of another carrier's services (including  
22 the services offered by another eligible telecommunications carrier); and

23 (B) advertise the availability of such services and the charges therefore using media  
24 of general distribution.

25 The FCC has promulgated rules governing ETC designations, set forth at 47 C.F.R.  
26 § 54.101, §§ 54.201-203, and §§ 54.205-209 (the "FCC Rules") to establish various requirements  
27 for carriers to meet before receiving ETC status. Applicants seeking ETC status in Arizona must  
28 address and satisfy each of the ETC designation criteria under the FCC Rules (or if any criterion is  
29 inapplicable, provide support thereof).

30 Pursuant to the provisions of 47 USC § 214(e)(2), the Commission has the statutory  
31 authority to designate a common carrier as an ETC that uses "either its own facilities or a  
32 combination of its own facilities and resale of another carrier's services,"<sup>5</sup> and advertises "the  
33 availability of such services and the related charges using media of general distribution."<sup>6</sup> As

34 <sup>3</sup> 47 U.S.C. § 214(e)(2).

35 <sup>4</sup> 47 U.S.C. § 214(e)(1).

36 <sup>5</sup> 47 U.S.C. § 214(e)(2).

37 <sup>6</sup> 47 C.F.R. § 54.201(d)(2).

1 discussed in subsequent sections of this Application, Absolute meets the facilities-based  
2 requirement of the 1996 Act and commits to advertise the availability of its Lifeline and Link-Up  
3 programs.

4 Absolute seeks designation as an ETC for the sole purpose of receiving federal USF  
5 support for the provision of wireless services via the low-income programs, Lifeline and Link-Up.

6 Consistent with the requirements of the 1996 Act, 47 U.S.C. §214 (e) (6) and Sections  
7 54.101 through 54.207 of the FCC Rules, Absolute, in its provision of wireless services, will use a  
8 combination of its Company-owned facilities and resold services which Absolute will obtain from  
9 underlying incumbent local exchange carriers ("ILECs") and/or wireless providers that currently  
10 operate their own networks, thus allowing Absolute to meet the FCC test that requires an ETC to  
11 provide services, at least in part, through a "combination of its own facilities and resale of another  
12 carrier's services".<sup>7</sup>

13 Additionally, Absolute is committed to providing each of the services supported by Federal  
14 universal service support mechanisms under section 254(c) throughout the Service Area, and will  
15 advertise the availability of such services and the charges for these services using media of general  
16 distribution.

17 Further, as shown herein, Absolute meets the five generally established ETC requirements:

- 18 1) Commitment to and ability to provide service in its proposed service area;
- 19 2) Ability to remain functional in emergencies;
- 20 3) Commitment to satisfying consumer protections and service quality standards;
- 21 4) An offering of local usage comparable to that offered by the ILECs; and
- 22 5) Ability to offer equal access if all other ETCs in the area relinquish their ETC

23 designations.<sup>8</sup>

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25  
26  
27 <sup>7</sup> See 47 U.S.C. § 214(e)(1)(A).

<sup>8</sup> FCC 05-46 §IV. ETC Designation Process ¶20.

1 Finally, designation of Absolute as an ETC on a wireless basis is in the public interest of  
2 the State of Arizona and its low-income telecommunications end-users.

3 **III. DESCRIPTION OF ABSOLUTE'S LIFELINE AND LINK-UP CUSTOMER**  
4 **PLANS.**

5 Absolute Home Phones, Inc. currently provides in other states, and will provide in Arizona,  
6 Lifeline and Link-Up services under the brand name Absolute. Absolute maintains a website,  
7 www.absolutemobilephones.com, for customer enrollment, description of rate plans, account  
8 management including replenishment, coverage map and customer service. The standard terms  
9 and conditions of service for Absolute currently applicable are provided in **Exhibit "B"** of this  
10 Application.

11 **A. Absolute's Lifeline Offering.**

12 Lifeline is a component of one of four separate federal universal service fund mechanisms<sup>9</sup>  
13 known as the "low-income support mechanism"<sup>10</sup> and is defined in 47 C.F.R. § 54.401 as "a retail  
14 local service offering" "available only to qualified low-income consumers" "for which qualifying  
15 low-income consumers pay reduced charges as a result of application of the Lifeline support  
16 amount" "that includes the services or functionalities enumerated in § 54.401(a)(1) through  
17 (a)(9)", which the Company will use to "[m]ake available Lifeline service...to qualifying low-  
18 income consumers".<sup>11</sup> Under the Company's Wireless Lifeline plan, qualified Lifeline customers  
19 who reside in the State of Arizona will be provided with one hundred (100) minutes of free  
20 anytime local and long distance minutes each month. All low-income universal service support  
21 will be used to allow the Company to provide the service with no monthly recurring charge, thus  
22 ensuring that the consumer receives 100% of all universal service support funding for which the  
23 Company will seek reimbursement of USF Lifeline support necessary to provide the free minutes  
24 of airtime above. In the event that all airtime has been used, Lifeline customers will have the  
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27 <sup>9</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

<sup>10</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at first sentence.

<sup>11</sup> 47 C.F.R. §§ 54.401(a), 54.401(a)(1), 54 401 (a)(2), 54.401(a)(3), 54.405(a).

1 capability of purchasing additional airtime by calling the Absolute customer service department at  
2 Telephone Number 1-855-467-3411 Monday through Friday 8AM-6PM, Saturday 9AM-3PM.

3 The wireless plan will also include a free handset, or upon request, activation of a  
4 customer-provided handset, and the following Custom Calling features:

- 5 (1) Caller ID;
- 6 (2) Call Waiting;
- 7 (3) Call Forwarding;
- 8 (4) 3-Way Calling
- 9 (5) Voicemail.

10 At the customer's option, wireless handsets will be delivered or existing handsets updated  
11 at no charge to qualifying customers. Service will be activated, and the requisite number of  
12 minutes will be added upon certification of the customer for Lifeline and Link-Up, as applicable.

13 **D. Absolute's Link-Up Offering.**

14 Like Lifeline, Link-Up is also a component of one of four separate federal universal service  
15 fund mechanisms<sup>12</sup> known as the "low-income support mechanism",<sup>13</sup> and is defined in 47 C.F.R.  
16 § 54.411 as an "assistance program for qualifying low-income consumers, which an eligible  
17 telecommunications carrier shall offer as part of its obligations set forth in §§ 54.101(a)(9) and  
18 54.101(b)"<sup>14</sup> <sup>15</sup>(emphasis added). Assistance is in the form of a "reduction in the carrier's  
19 customary charge for commencing telecommunications service for a single telecommunications

20 \_\_\_\_\_  
21 <sup>12</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

22 <sup>13</sup> 47 C.F.R. § 54.8(a)(1); See "Definitions" at first sentence.

23 <sup>14</sup> 47 C.F.R. § 54.411(a). The plain reading of this definition is that an ETC is obligated to  
24 provide this discount to qualifying low-income consumers. In addition, 47 C.F.R. § 54.413(a)  
25 stipulates that carriers that provide Link-Up discounts, "may receive universal service support  
26 reimbursement for the revenue they forgo in reducing their customary charge for commencing  
27 telecommunications service..."

<sup>15</sup> 47 C.F.R. § 54.101(a)(9) is the specific obligation to offer Toll Limitation for qualifying  
low-income consumers while 47 C.F.R. § 54.101(b) is the requirement that an "eligible  
telecommunications carrier must offer each of the" services designated for support "in order to  
receive federal universal service support". As a part of its application, Absolute has demonstrated  
that it has the capability to and will offer all of the supported services specified in 47 C.F.R. §  
54(a)(1) - (9).

1 connection” and “shall be half of the customary charge or \$30.00, whichever is less”.<sup>16</sup> Consistent  
2 with FCC requirements, Absolute will use Link-Up support to reduce the company’s “customary  
3 charge for commencing service” by “half of the customary charge...”<sup>17</sup>, which will result in a  
4 reduction of the Company’s wireless activation charge by \$30.00. Pursuant to 47 C.F.R. §  
5 54.412(c), Absolute allows a customer to receive the benefit of its Link-Up program for a second  
6 or subsequent time only for a principal place of residence with an address different from the  
7 residence address at which the Link-Up assistance was previously provided.

8 Qualifying subscribers will have the option of receiving a waiver of the remaining  
9 activation charge pursuant to a company issued promotion. As such, there is no up-front  
10 connection charge applicable to qualifying Absolute Lifeline customers.

11 **IV. LIMITED ETC DESIGNATION**

12 Absolute requests designation as an ETC in Arizona for the limited purpose of  
13 participating in the federal Lifeline and Link-Up programs; it does not seek designation as an ETC  
14 for the purpose of receiving federal or state High-Cost support or Arizona Universal Service  
15 support.

16 **V. ABSOLUTE MEETS THE REQUIREMENTS OF THE FCC RULES FOR  
17 DESIGNATION AS AN ETC IN THE STATE OF ARIZONA**

18 As demonstrated below, Absolute meets the applicable requirements under the FCC Rules  
19 for receiving ETC designation by the Commission pursuant to Section 214(e)(2) of 1996 Act.<sup>18</sup> In  
20 addition, Absolute complies with the standards established by the FCC for determining whether  
21 applicants for ETC status serve the public interest.<sup>19</sup>

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25 <sup>16</sup> 47 C.F.R. § 54.411(a)(1).

26 <sup>17</sup> *Id.*

27 <sup>18</sup> 47 U.S.C. § 214(e)(2).

<sup>19</sup> See Federal-State Joint Commission on Universal Service, *Report and Order*, CC Docket  
No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

1           **A. Absolute Will Provide Service Through a Combination of its Own Facilities**  
2           **and Resale of Other Carriers' Services.**

3           Absolute is a facilities-based common carrier and will offer all of the services and  
4 functionalities required under Section 54.101(a) of the FCC Rules through a combination of  
5 Company owned facilities and resale of other carriers' services (collectively, the "Absolute  
6 Network"). Consistent with the requirements of Section 214 of the Federal Communications Act  
7 of 1934, as amended, ("Communications Act"), 47 U.S.C. §214 (e) (6) and Sections 54.101  
8 through 54.207 of the FCC Rules, Absolute, in its provision of wireless services, will rely on a  
9 combination of resold services which the Company will obtain from underlying Commercial  
10 Mobile Radio Service ("CMRS")<sup>20</sup> providers and Company-owned facilities<sup>21</sup>, for functions such  
11 as authentication and management of prepaid calling services and routing of directory assistance  
12 calls. Thus, Absolute satisfies the FCC's requirements for an ETC to provide services, at least in  
13 part, through a "combination of its own facilities and resale of another carrier's services".<sup>22</sup>

14           Absolute has an approved wireless MVNO agreement with Reunion Wireless nationwide.  
15 Additionally, Absolute obtains services through commercial mobile radio service ("CMRS")  
16 providers that allow the Company to supplement the services provided through Company-owned  
17 facilities. Through these arrangements, Absolute is able to offer all of the services and  
18 functionalities supported by the universal service program, as detailed in Section 54.101(a) of the  
19 FCC Rules, throughout its Service Area<sup>23</sup>, thereby allowing the Company to provide service to its  
20 customers throughout the Service Area.

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23  
24           <sup>20</sup> Commercial Mobile Radio Service ("CMRS") is defined at 47 U.S.C. § 332(d)(1) and 47  
C.F.R. § 20.3 and is commonly known as cellular or wireless service.

25           <sup>21</sup> Company-owned facilities via a Capital Lease Agreement with Reunion Communications,  
26 Inc. located at 624 S. Grand Avenue, Los Angeles, California, inside collocation space provided by  
US Colo LLC.

27           <sup>22</sup> See 47 U.S.C. § 214(e)(1)(A); see also *Universal Service Order*, 12 FCC Rcd 8853, FCC97  
157 ("USF Order"), at ¶169.

<sup>23</sup> See 47 C.F.R. § 54.101(a).

1           Currently, there is no state or federal definition or requirement as to the number of, or the  
2 amount of, the supported services that an ETC must offer via its “own facilities.” The ETC must  
3 provide some portion of the supported facilities through the use of the same, which Absolute does.  
4 Therefore, Absolute is able to meet the federal requirement that an ETC must offer the supported  
5 services at least in part through the use of its own facilities. Additionally, Federal law does not  
6 require any particular level of facilities. The FCC stated in its Universal Service Order, 12 FCC  
7 Rcd 8853, FCC 97-157 (“USF Order”), at **para. 169** that:

8  
9           We adopt the Joint Board’s analysis and conclusion that a carrier need not offer  
10 universal service wholly over its own facilities in order to be designated as eligible  
11 because the statute allows an eligible carrier to offer the supported services through  
12 a combination of its own facilities and resale. Although the Joint Board did not  
13 reach this issue, we find that the statute does not dictate that a carrier use a specific  
14 level of its “own facilities” in providing the services designated for universal  
15 service support given that the statute provides only that a carrier may use a  
16 “combination of its own facilities and resale” and does not qualify the term “own  
17 facilities” with respect to the amount of facilities a carrier must use. For the same  
18 reasons, we find that the statute does not require a carrier to use its own facilities to  
19 provide each of the designated services but, instead, permits a carrier to use its own  
20 facilities to provide at least one of the supported services.

21           In affirming its own decisions, the FCC chose to continue to define the term “own  
22 facilities” as “*any physical components* of the telecommunications network that are used in the  
23 transmission of the services that are designated for support”<sup>24</sup> (emphasis added). The  
24 Communications Act’s definition of “network element” matches that of the FCC and defines a  
25 “network element” as “a facility or equipment used in the provision of a telecommunications  
26 service. Such term also includes features, functions, and capabilities that are provided by means of  
27 such facility or equipment, including subscriber numbers, databases, signaling systems, and  
information sufficient for billing and collection or used in the transmission, routing, or other

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<sup>24</sup> See 47 C.F.R. § 54.101; 47 C.F.R. § 54.201(e).

1 provision of a telecommunications service.”<sup>25</sup> All facilities-based carriers have and use network  
2 elements.<sup>26</sup>

3 **B. Absolute Will Offer All of the Required Services and Functionalities.**

4 In order to be designated as an ETC, the FCC Rules require that carriers offer all of the  
5 services supported by the federal universal service mechanisms.<sup>27</sup> As demonstrated below,  
6 Absolute will offer the supported services throughout the Service Area, through a combination of  
7 its own facilities and resale of other carriers’ services. Per the FCC Rules, the ETC must offer the  
8 following services:

9 **1. Voice grade access to the public switched network (47 C.F.R. §**  
10 **54.101(a)(1)).** “Voice grade access” permits a telecommunications user to transmit voice  
11 communications, including signaling the network that the caller wishes to place a call, and to  
12 receive voice communications, including receiving a signal that there is an incoming call. Through  
13 interconnection agreements with ILECs in Arizona, Absolute’s customers will be able to make and  
14 receive calls on the public switched telephone network with a minimum bandwidth of 300 to 3000  
15 Hertz, per the FCC Rules.

16 **2. Local usage (47 C.F.R. § 54.101(a)(2)).** “Local usage” is an amount of  
17 minutes of use of exchange service provided without an additional charge to end users The FCC  
18 has specified that a local usage plan is acceptable if it is “comparable to the one offered by the  
19 incumbent LEC in the service areas for which the applicant seeks designation.”<sup>28</sup> This  
20 comparability analysis must proceed on a case-by-case basis, and take account of value-added  
21 capabilities and services incorporated into a plan.<sup>29</sup> Absolute’s current local usage plans,  
22

23 <sup>25</sup> See 47 U.S.C. § 153(29).

24 <sup>26</sup> Only ILEC network elements can be designated as “unbundled” under 47 U.S.C §  
25 251(c)(3) using the criteria in 47 U.S.C. § 251(d)(2), but all facility-based carriers, including  
nondominant wireline and wireless carriers also have “network elements.”

26 <sup>27</sup> 47 C.F.R. § 54.101(a)(1) – (9).

27 <sup>28</sup> See Federal-State Joint Commission on Universal Service. 20 FCC Rcd 6371, at ¶ 32  
(2005).

<sup>29</sup> *Id.*

1 summarized in **Exhibit "B"**, are comparable in value to those offered by ILECs operating in the  
2 requested Service Area. Absolute's plan offers larger local calling areas (as compared to  
3 traditional wireline carriers), the convenience and security afforded by mobile telephone service,  
4 the opportunity for customers to control cost by receiving a preset amount of monthly airtime at no  
5 charge, the ability to purchase additional usage in the event that included usage has been  
6 exhausted, 911 service and, where available, E 911 service in accordance with FCC requirements.

7 **3. Dual tone multi-frequency signaling or its functional equivalent (47**  
8 **C.F.R. § 54.101(a)(3)).** Dual tone multi-frequency ("DTMF") signaling is a method of signaling  
9 that facilitates the transportation of call set-up and call detail information. The FCC has recognized  
10 that, with respect to wireless carriers, it "is appropriate to support out-of-band signaling  
11 mechanisms as an alternative to DTMF signaling."<sup>30</sup> Absolute currently uses out-of-band digital  
12 signaling and in-band multi-frequency signaling that is the functional equivalent to DTMF  
13 signaling.

14 **4. Single-Party Service or its Functional Equivalent (47 C.F.R. §**  
15 **54.101(a)(4)).** With respect to wireless carriers, "single-party service" affords a user a dedicated  
16 message path for the length of a user's particular transmission. Absolute meets this requirement  
17 with respect to each of its service offerings.

18 **5. Access to emergency services (47 C.F.R. § 54.101(a)(5)).** "Access to  
19 emergency service" includes access to services, such as 911 and enhanced 911 ("E 911"), provided  
20 by local governments or other public safety organizations. Through its underlying wholesale  
21 carrier(s), Absolute will provide its wireless voice customers in Arizona with access to such  
22 services with capability to deliver automatic numbering information ("ANI") and automatic  
23 location information ("ALI") over the Absolute Network, and otherwise satisfies applicable E 911  
24 requirements. Absolute and/or its underlying wholesale wireless services carrier(s) will continue  
25 to work with local public safety answering points ("PSAPs") within the Service Area to make 911  
26

27 <sup>30</sup> Federal-State Joint Commission on Universal Service, *Report and Order*, 12 FCC Red 8776, at ¶ 71 (1997).

1 and E 911 service available to its customers. Absolute is current on payment of any applicable E  
2 911 fees.

3           **6. Access to Operator Services (47 C.F.R. § 54.101(a)(6)).** “Access to  
4 operator services” means access to automatic or live assistance provided to a customer to arrange  
5 for the billing or completion, or both, of a telephone call. Absolute provides access to operator  
6 services for billing questions by dialing “611,” and access to operator services for call completion  
7 and other calling services by dialing “411.”

8           **7. Access to interexchange service (47 C.F.R. § 54.101(a)(7)).** With respect  
9 to wireless carriers, “access to interexchange service” means access to the functional equivalent of  
10 the use of the loop, as well as that portion of the switch that is paid for by the end user, necessary  
11 to access an interexchange carrier’s network. Absolute provides all of its wireless subscribers with  
12 the ability to make and receive interexchange or toll calls through the Absolute Network.

13           **8. Access to directory assistance (47 C.F.R. § 54.101(a)(8)).** “Access to  
14 directory assistance” means access to a service that includes, but is not limited to, making  
15 available to customers, upon request, information contained in directory listings. Absolute meets  
16 this requirement by providing access to directory assistance by dialing “411” listings.

17           **9. Toll Limitation (47 C.F.R. § 54.101(a)(9)).** “Toll limitation” includes the  
18 offering of either “toll control” or “toll blocking” to qualifying low-income customers, as a means  
19 of limiting or blocking the completion of outgoing toll calls. Absolute meets this requirement  
20 because Absolute will provide Lifeline services on a prepaid basis, which means that customers  
21 pay for their service in advance and can use only the amount of service for which they have already  
22 paid. Absolute customers can use their service to complete both local and domestic telephone toll  
23 calls. Customers cannot be disconnected for failure to pay telephone toll charges or usage as the  
24 Company does not differentiate domestic telephone toll usage from local usage and all usage<sup>31</sup> is  
25 paid for in advance, i.e., on a “pay as you go” basis. This service is ideal for low-income  
26

27 <sup>31</sup> That is to say, Absolute’s Lifeline wireless service is not offered on a distance sensitive  
basis and minutes are not charged separately for local or domestic long distance services.

1 consumers who enjoy the ability to control or limit their charges for both local phone and  
2 telephone toll service.

3 **C. Absolute Will Advertise the Availability of Supported Services.**

4 ETCs must advertise universal services. ETCs must advertise the availability of, and the  
5 prevailing prices for, the universal services throughout the area in which they have been designated  
6 an ETC. Absolute will comply with the requirement regarding advertisement, and Absolute will  
7 utilize all universal service support for the provision, maintenance, and upgrading of the supported  
8 services. Absolute will announce and advertise telecommunications services as an ETC where it  
9 provides service in its Service Area and will publicize the availability of Lifeline and Link-Up  
10 services in a manner reasonably calculated to reach those likely to qualify for those services.  
11 Accordingly, more low-income Arizona residents will be made aware of the opportunities afforded  
12 to them under the Lifeline and Link-Up programs and will be able to take advantage of those  
13 opportunities by subscribing to Absolute's service. Attached as **Exhibit "C"** are sample  
14 advertisements used by Absolute in other states.

15 **D. Absolute Will Provide Service to Potential Customers Upon Reasonable  
16 Request (47 C.F.R. § 54.202(a)(1)).**

17 In accordance with the requirements of 47 C.F.R. § 54.202(a)(1), upon request by a  
18 potential customer within Absolute's service area where Absolute's network already passes the  
19 potential customer's premises, Absolute will promptly provide service using standard customer  
20 equipment upon verification of Lifeline eligibility. If a potential customer is within Absolute's  
21 service area but outside its existing network, Absolute will provide service within a reasonable  
22 period of time if it determines that such service can be provided at a reasonable cost. Absolute  
23 will follow the process described in 47 C.F.R. § 54.202(a)(1)(i) to determine if provision of  
24 services may be made at a reasonable cost by: (i) modifying or replacing the requesting customer's  
25 equipment; (ii) deploying a roof-mounted antenna or other equipment; (iii) adjusting the nearest  
26 cell tower; (iv) adjusting network or customer facilities; (v) reselling services from another  
27 carrier's facilities to provide service; or (vi) employing, leasing or constructing an additional cell

1 cite, cell extender, repeater, or other similar equipment.

2 **E. Ability to Remain Functional in Emergencies.**

3 Under the FCC Rules, an ETC applicant must demonstrate its ability to remain functional  
4 in emergency situations<sup>32</sup>. Although Absolute utilizes its own facilities, it is also a reseller of  
5 other carriers' wireless services. This arrangement allows Absolute to provide to its customers the  
6 same ability to remain functional in emergency situations as currently provided by the carriers to  
7 their own customers, including access to a reasonable amount of back-up power to ensure  
8 functionality without an external power source, rerouting of traffic around damaged facilities, and  
9 the capability of managing traffic spikes resulting from emergency situations.

10 Absolute cannot guaranty that customers will never experience service disruptions, though  
11 Absolute offers service as reliable as any other wireless provider present in Arizona.

12 **F. Consumer Protection**

13 Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable  
14 consumer protection and service quality standards<sup>33</sup>; Absolute will satisfy all such standards.  
15 Absolute in general commits to satisfying all such applicable state and federal requirements related  
16 to consumer protection and service quality standards and will comply with the Cellular  
17 Telecommunications and Internet Association's Consumer Code for Wireless Service (the "CTIA  
18 Code"). In addition, Absolute commits to reporting information on consumer complaints per  
19 1,000 lines on an annual basis consistent with the FCC's USF Order.<sup>34</sup> Absolute also commits to  
20 use its best efforts to resolve customer complaints received by the Commission. The following  
21 individual is designated by Absolute to work with Commission Staff to resolve any complaints or  
22 other compliance matters:

23  
24 Tina Allen  
25 2303 SE 17<sup>th</sup> Street, Suite 102  
26 Ocala, FL 34471

27 <sup>32</sup> 47 C.F.R. § 54.202(a)(2); USF Order at Para 25.

<sup>33</sup> 47 C.F.R. §54.202(a)(3), 62 Fed. Reg. 15,978 at Para 28.

<sup>34</sup> USF Order at Para 4.

(352) 433-2116 phone  
(352) 433-2161 fax

**G. Local Usage**

As discussed above in Article III, Absolute offers a local usage plan to its customers, including Lifeline customers that is comparable to those offered by ILECs in the service area for which Absolute seeks ETC designation.

**H. Equal Access**

In the event that no other eligible telecommunications carrier is providing equal access to long distance carriers within the service area for which Absolute seeks ETC designation, Absolute will provide such equal access to long distance carriers, to the extent to which it is able to do so.

**VI. DESIGNATION OF ABSOLUTE AS AN ETC ON A WIRELESS BASIS IS IN THE PUBLIC INTEREST OF THE STATE OF ARIZONA AND ITS LOW-INCOME TELECOMMUNICATIONS END-USERS.**

Under the 1996 Act, “[u]pon request and consistent with the public interest, convenience and necessity”<sup>35</sup> the Commission “may, in the case of an area served by a rural telephone company, and shall, in the case of all other areas, designate more than one common carrier as an eligible telecommunications carrier for a service area designated”<sup>36</sup> by the Commission. With respect to an area served by a rural telephone company, the Commission “shall find that the designation is in the public interest”.<sup>37</sup> Absolute complies with the standards established by the FCC for determining whether applicants for ETC status serve the public interest.<sup>38</sup> The FCC has determined that applications for ETC status in “non-rural” areas are *per se* in the public interest.<sup>39</sup>

<sup>35</sup> 47 C.F.R. § 54.201(c).

<sup>36</sup> *Id.* In rural ILEC territory, the Commission may “designate more than one common carrier as an eligible telecommunications carrier for a service area designated”.

<sup>37</sup> *Id.*

<sup>38</sup> See Federal-State Joint Commission on Universal Service, *Report and Order*, CC Docket No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

<sup>39</sup> Federal-State Joint Commission on Universal Service; Cellco Partnership d/b/a Bell Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier, *Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45; -U 14 (Rel. Dec.

1 The "public interest" standard requires that the Commission "consider the benefits of  
2 increased consumer choice, and the unique advantages...of the applicant's service offering".<sup>40</sup>  
3 The FCC has determined that applications for ETC status in "non rural" areas *re per se* in the  
4 public interest.<sup>41</sup> Based on the foregoing, Absolute submits that its designation as an ETC in  
5 Arizona meets the "public interest" standard established by the FCC. Absolute provides the  
6 following information which demonstrates that Absolute's designation as an ETC on a wireless  
7 basis is consistent with the public interest, convenience and necessity by providing consumers with  
8 increased competitive choice through the offering of a unique service.

9 The FCC has also identified factors that are to be considered in determining whether  
10 designation of additional ETCs will serve the public interest such as whether the benefits of an  
11 additional ETC would outweigh potential harms. These factors include: 1) the benefits of  
12 increased competitive choice; and 2) the unique advantages and disadvantages of the company's  
13 service offerings.<sup>42</sup> Absolute affirms that its ETC designation meets these criteria as described  
14 below.

15 **A. Increased Competitive Choice.**

16 The FCC has determined that while designation of competitive ETCs promotes and  
17 benefits consumers by increasing customer choice, designation must include "an affirmative  
18

19 26, 2000) (hereinafter "*Cellco Partnership*") ("For those areas served by non-rural telephone  
20 companies, such as the state of Delaware, we believe that designation of an additional ETC based  
21 upon a demonstration that the requesting carrier complies with the statutory eligibility obligations  
22 of section 214(e)(1) is ***consistent per se with the public interest***. The carrier need make ***no further***  
***showing*** to satisfy this requirement.") (emphasis added).

23 <sup>40</sup> 47 C.F.R. § 54.202(c).

24 <sup>41</sup> Federal-State Joint Commission on Universal Service; Cellco Partnership d/b/a Bell  
25 Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier,  
26 *Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45; -U 14 (Rel. Dec.  
27 26, 2000) (hereinafter "*Cellco Partnership*") ("For those areas served by non-rural telephone  
companies, such as the state of Delaware, we believe that designation of an additional ETC based  
upon a demonstration that the requesting carrier complies with the statutory eligibility obligations  
of section 214(e)(1) is ***consistent per se with the public interest***. The carrier need make ***no further***  
***showing*** to satisfy this requirement.") (emphasis added).

<sup>42</sup> See 47 C.F.R. § 54.202(c).

1 determination that such designation is in the public interest regardless of whether the applicant  
2 seeks designation in an area served by a rural or non-rural carrier.”<sup>43</sup> Absolute is seeking ETC  
3 designation on a wireless basis which will provide an additional valuable alternative to the existing  
4 telecommunications services currently available in these areas and will promote competition and  
5 facilitate the provision of advanced communications services to low-income residents of Arizona.

6 Absolute believes that there are significant areas within the Service Area in which its target  
7 market, low income subscribers, are underserved by wireless telephone facilities. The mobility of  
8 Absolute’s prepaid wireless service will assist low income consumers who often must drive  
9 significant distances to places of employment, stores, schools, and other critical community  
10 locations, and it will provide timely access to emergency services as and when needed.

11 The public interest benefits of inclusion of the Company’s wireless service include larger  
12 local calling areas (as compared to traditional wireline carriers), the convenience and security  
13 afforded by mobile telephone service, the opportunity for customers to control cost by receiving a  
14 preset amount of monthly airtime at no charge, the ability to purchase additional usage in the event  
15 that included usage has been exhausted, 911 service and, where available, E 911 service in  
16 accordance with current FCC requirements.

17 The inclusion of long distance domestic calling as a part of Absolute’s wireless offering,  
18 along with the fact that service is provided without a monthly recurring charge, will allow  
19 consumers to avoid the risk of becoming burdened with large and unexpected charges for toll  
20 calling and unexpected overage charges.

21 Designation of the Company as an ETC on a wireless basis will also provide other carriers  
22 serving the same area an incentive to improve their existing networks and service offerings in  
23 order to remain competitive, which will result in improved consumer services and will also benefit  
24 consumers by allowing Absolute to offer the services designated for support at rates that are “just,  
25 reasonable, and affordable.”<sup>44</sup>

27 <sup>43</sup> See Federal-State Joint Commission on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005)  
<sup>44</sup> See 47 U.S.C. § 254(b)(1).

1 As provided by the Communications Act, the availability of basic telecommunications  
2 services to low-income consumers is critical to the provision of public health, safety, and other  
3 services. In addition, the FCC has long acknowledged the benefits to consumers of being able to  
4 choose from a variety of telecommunications providers and the resulting variety of  
5 telecommunications services they provide.<sup>45</sup> This is of particular interest in cases where wireless  
6 providers, such as Absolute, seek to provide services as alternatives to those of the traditional  
7 ILEC. In the *Highland Cellular*<sup>46</sup> case, the FCC recognized and affirmed that some households  
8 may not have access to the public switched network as provided by the incumbent local exchange  
9 carrier. The availability of a wireless competitor benefits consumers who routinely drive long  
10 distances to attend work or school or to accomplish everyday tasks such as shopping or attending  
11 community and social events. The wireless service offered by Absolute will provide these  
12 consumers with a convenient and affordable alternative to traditional telecommunications service  
13 that can be used while at home and away from home.

14 The Lifeline and Link-Up service offered by Absolute also provides important benefits that  
15 are especially needed by low-income Arizona residents in this time of economic downturn. As of  
16 January, 2011, Arizona's unemployment rate is reported to be 9.6 percent<sup>47</sup>, which has a  
17 significant impact on many Arizona residents. The availability of a mobile telephone will be  
18 critical to the efforts of the unemployed as they search for other employment opportunities.  
19 Without a regular paycheck, wireless telephone service would become a luxury beyond the means  
20 of many of those persons.

21 Absolute's Lifeline and Link-Up programs will enable thousands of residents to obtain  
22 wireless service which would otherwise be unavailable to them. The economic circumstances  
23 indicate that low-income individuals, now more than ever, can greatly benefit from the advantages  
24

25 <sup>45</sup> See e.g., *Specialized Common Carrier Services*, 29 FCC 2d 870 (1971).

26 <sup>46</sup> Federal-State Joint Commission on Universal Service, *Highland Cellular, Inc.,*  
27 *Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

<sup>47</sup> Bureau of Labor Statistics. See <http://stats.bls.gov/news.release/laus.t03.htm>.

1 offered by Absolute's Lifeline and Link-Up service thus allowing those adversely impacted by the  
2 failing economy or job loss to have access to a free wireless service to assist in emergency  
3 situations, facilitate job search efforts, and to maintain contact with family members.

4 It is also a commonly accepted fact that in today's market, qualified Lifeline and Link-Up  
5 customers view the portability and convenience of wireless service not as a luxury, but as a  
6 necessity. Mobile service allows children to reach their parents, wherever they may be, allows a  
7 person seeking employment the ability to be contacted by potential employers, and provides end  
8 users with the ability to contact emergency service providers, regardless of location.

9 Added together, Absolute expects these additional competitive advantages to create an  
10 atmosphere that will cause many qualified consumers, at their option, to select the Company's low  
11 income wireless Lifeline and Link-Up service in lieu of the more traditional services.

12 **B. The Unique Advantages of Absolute's Service Offerings.**

13 Absolute will offer a unique, easy to use, competitive and highly affordable wireless  
14 telecommunications service, which it will make available to qualified consumers who either have  
15 no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional  
16 services.

17 Absolute will provide universal service as a wireless ETC throughout its Service Area.

18 Absolute is willing to accept carrier of last resort obligations throughout the universal  
19 service areas in which Absolute is designated as a wireless ETC by the Commission.

20 Absolute acknowledges that it may be required to provide equal access to long distance  
21 carriers in the event that no other ETC is providing equal access within the Service Area, as  
22 required by 47 C.F.R. § 54-202(a)(5).

23 Absolute offers a local usage plan comparable to the ones offered by the ILECs in the  
24 Service Areas.

1           **C.     Impact on the Universal Service Fund.**

2           ETC designation of Absolute on a wireless basis will impose a negligible burden on the  
3 USF. Absolute reiterates that it is applying for ETC designation solely for the purpose to provide  
4 Lifeline and Link-Up discounts to qualified low-income consumers and to seek reimbursement for  
5 the same and will not seek or accept High Cost support. Under the FCC Rules, an ETC applicant  
6 must submit a five-year plan that describes with specificity the proposed improvements or  
7 upgrades to the applicant's network on a wire-center-by-wire-center basis throughout its proposed  
8 Service Area. The plan submittal requirement is applicable where the applicant seeks High Cost  
9 support from the USF, and thus is not applicable where the applicant seeks ETC designation only  
10 for "low income" USF support. Because Absolute seeks ETC designation solely for purposes of  
11 reimbursement for provision of subsidized Lifeline and Link-Up services to eligible customers,  
12 submission of a Five-Year Network Improvement Plan is not required at this time. Since Lifeline  
13 support is designed to reduce the monthly cost of telecommunications services for eligible  
14 consumers, is distributed on a per-customer basis, and is directly reflected in the price that the  
15 eligible customer pays, it is assured that all support received by the carrier is used to provide  
16 Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to  
17 low-income users, which is clearly in the public interest. In addition, designation of the Company  
18 as an ETC on a wireless basis will not pose any adverse effect in the growth in the High Cost  
19 portions of the USF, nor will it create or contribute to an erosion of High Cost funding from any  
20 rural or non-rural telephone company.

21           The FCC reaffirmed this position when it stated that "the potential growth of the fund  
22 associated with high-cost support distributed to competitive ETCs" is not relevant to carriers  
23 seeking support associated with the low-income program.<sup>48</sup>

24           The FCC also recognized that the total effect of additional low-income-only ETC  
25

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26 <sup>48</sup> Petition of TracFone Wireless, Inc. for Forbearance from 47 U.S.C. § 214(e)(1)(A) and 47  
27 C.F.R. § 54.201(i), CC Docket No. 96-45, Order, 20 FCC Rcd 15095 (2005) (TracFone  
Forbearance Order) at ¶ 17.

1 designations would have a minimal impact on the fund when it stated that “any increase in the size  
2 of the fund would be minimal and would be outweighed by the benefit of increasing eligible  
3 participation in the Lifeline and Link-Up programs, furthering the statutory goal of providing  
4 access to low-income consumers.”<sup>49</sup>

5 It is also vital to recognize that in the case of Lifeline and Link-Up support, an ETC  
6 receives USF support *only* for the customers it obtains. In the scenario where a competitive ETC  
7 obtains a Lifeline customer from another ETC, only the “capturing” ETC provides Lifeline  
8 discounts and as a result, only the “capturing” ETC receives support reimbursement.

9 In addition, all providers are required to contribute a portion of the interstate revenues  
10 received from their customers to the Universal Service Fund. In accordance with current federal  
11 regulations, Absolute will make contributions based on that portion of its revenue that is  
12 determined to be interstate. As such, approving Absolute as an ETC will actually create  
13 contributions to the USF that were previously non-existent.

14 **D. Designation of Absolute as an ETC Will Benefit Low Income Consumers in**  
15 **the State of Arizona.**

16 Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable  
17 consumer protection and service quality standards<sup>50</sup>; Absolute will satisfy all such standards. As  
18 part of its certification requirements for providing local exchange services, Absolute must abide by  
19 the service quality and consumer protection rules. In addition, Absolute commits to reporting  
20 information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC’s  
21 USF Order.<sup>51</sup> Absolute in general commits to satisfying all such applicable state and federal  
22 requirements related to consumer protection and service quality standards.

23 Designation of the Company as an ETC on a wireless basis will make Lifeline and Link-Up  
24 discounts available to many more Arizona residents. This provision of Lifeline and Link-Up  
25

26 <sup>49</sup> TracFone Forbearance Order, at ¶ 17.

27 <sup>50</sup> 47 C.F.R. §54.202(a)(3), 62 Fed. Reg. 15,978 at Para 28.

<sup>51</sup> USF Order at Para 4.

1 discounts is particularly valuable to low-income customers in the wireless field, where, to  
2 Absolute's knowledge, there are a limited number of wireless providers offering USF supported  
3 service and even fewer offering the same with absolutely no monthly recurring charge to the end-  
4 user. As such, the service for which Absolute seeks ETC status is unique.

5 Inclusion of Absolute wireless service in the Lifeline and Link-Up programs will serve the  
6 public interest by increasing participation of qualified consumers in those programs, thereby  
7 contributing to an overall increase in the number of Arizona residents receiving Lifeline and Link-  
8 Up service and an increase to the amount of federal USF dollars benefiting Arizona residents.

9 Finally, inclusion of Absolute's wireless service in the Lifeline and Link-Up programs will  
10 serve the public interest by furthering the extensive role that Absolute believes it will play in the  
11 provision of communications service to low-income consumers, transient users, and other  
12 consumers who, due to the restrictive credit criteria, deposit requirements, and long-term  
13 commitments of traditional service providers, are off network and, without any viable alternative,  
14 are likely to remain so.

15 **VII. ABSOLUTE WILL COMPLY WITH THE CERTIFICATION AND**  
16 **VERIFICATION REQUIREMENTS.**

17 The FCC Rules require each ETC to comply with certification of eligibility and verification  
18 of continued eligibility for participation in the Lifeline program.<sup>52</sup> Absolute has internal controls  
19 in place to prevent subscribers from receiving more than one Lifeline discount. Consistent with  
20 federal requirements, Absolute requires customers to self-certify at the time of service activation  
21 and annually thereafter that they: 1) are the head of household; 2) participate in one of the state-  
22 approved means tested programs; 3) will be receiving Lifeline-supported services only from  
23 Absolute; 4) do not currently receive Lifeline support; and 5) will notify Absolute in the event that  
24 they no longer participate in the qualifying program. Verification of continued eligibility is  
25 accomplished by Absolute's annual certification/verification process, in strict compliance with  
26

27  

---

<sup>52</sup> 47 C.F.R. § 54.410.

1 state and federal guidelines.

2 Absolute also will comply with the certification, verification and recordkeeping  
3 requirements set forth in Decision No. 67941 in Docket No. T-00000A-05-0380.

4 **VIII. ABSOLUTE WILL SATISFY THE FOLLOWING ACC CONDITIONS.**

5 The Commission's most recent wireless ETC order, *Tracfone Wireless*, Decision No.  
6 72222 (March 9, 2011) granted an ETC designation subject to the following conditions:

- 7 1. [The Company] shall evaluate providing Lifeline customers free access to  
8 Customer Service from [the Company's] handsets;
- 9 2. [The Company] shall evaluate offering a rate no more than \$0.10 per minute for  
10 additional minutes;
- 11 3. [The Company] shall file a tariff with the Commission, setting forth the rates,  
12 terms, and conditions for its Lifeline service within thirty (30) days of a  
13 Commission Order in this matter;
- 14 4. [The Company] shall notify the Commission of any future changes to its rates,  
15 terms and/or conditions regarding its Lifeline offerings and file such charges in its  
16 tariff and amend its tariff in compliance with A.R.S. § 40-367;
- 17 5. [The Company] shall make available Lifeline services to qualifying low-income  
18 applicants in its ETC service area no later than ninety (90) days after the effective  
19 date of this decision and concurrently to notify the Utilities Division Director, by  
20 making a filing in Docket Control, of the commencement for such services;
- 21 6. [The Company] shall apprise the Commission of customer complaints that may  
22 arise from its ETC service offerings by making a filing in Docket Control; [the  
23 Company] shall provide a regulatory contact to the Commission's Consumer  
24 Services Division;
- 25 7. In the event that [the Company] requests to relinquish its ETC status and no longer  
26 provides Lifeline services, it must provide notice to both the Commission and its  
27 customers. Such notices shall be in accordance with A.A.C. R14-2-1107;

- 1 8. [The Company] shall submit an annual report by April 15 of each year, beginning  
2 April 15, 2011, that contains its total number of Lifeline subscribers, total amount  
3 of Federal USF support received and an affidavit stating that Lifeline discounts or  
4 the equivalent are equal to the amount of total federal USF support per line. The  
5 annual filing shall be submitted as a compliance item in this docket; and  
6 9. That [the Company] submit a quarterly report detailing the total number of Lifeline  
7 customers, the total number of customers removed from the customer base due to  
8 60-day inactivity, the number of customers removed from the customer base due to  
9 annual verification, and the total number of customers who voluntarily relinquished  
10 Lifeline service. The quarterly report should be submitted as a compliance item in  
11 this docket on the 15 of the month following the end of the quarter.

12 Decision No. 72222 at p. 8.

13 Absolute also will pay all applicable federal, state, and local regulatory fees, including but  
14 not limited to universal service and E-911 fees, in a timely manner.

15 **CONCLUSION**

16 Having demonstrated that Absolute satisfies the conditions necessary for designation as an  
17 ETC in Arizona, and having shown that the public and universal service interests of the  
18 telecommunications consumers of the State of Arizona will be properly served, Absolute  
19 respectfully requests that the Commission designate Absolute Home Phones, Inc. d/b/a Absolute  
20 Mobile as an ETC for the provision of low income support on a wireless basis in the State of  
21 Arizona.

22 RESPECTFULLY SUBMITTED this 8<sup>th</sup> day of July, 2011.

23 ROSHKA DEWULF & PATTEN, PLC

24  
25 By 

26 Michael W. Patten  
27 Timothy J. Sabo  
One Arizona Center  
400 East Van Buren Street, Suite 800  
Phoenix, Arizona 85004

**ROSHKA DEWULF & PATTEN, PLC**  
ONE ARIZONA CENTER  
400 EAST VAN BUREN STREET - SUITE 800  
PHOENIX, ARIZONA 85004  
TELEPHONE NO 602-256-6100  
FACSIMILE 602-256-6800

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and

Stan Q. Smith  
Margarett A. Johnson  
WATKINS LUDLAM WINTER & STENNIS, P.A.  
190 E. Capitol Street, Suite 800 (39201)  
P. O. Box 427  
Jackson, Mississippi 39205-0427

Original and 13 copies of the foregoing  
filed this 8<sup>th</sup> day of July 2011 with:

Docket Control  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007

Copy of the foregoing hand-delivered/mailed  
this 8<sup>th</sup> day of July 2011 to:

Lyn Farmer, Esq.  
Chief Administrative Law Judge  
Hearing Division  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

Janice M. Alward, Esq.  
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By Mary Spolits

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## EXHIBITS

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- Exhibit A Florida Articles of Incorporation and Arizona Certification of Good Standing
- Exhibit B Standard Terms and Conditions of Service for Absolute currently applicable
- Exhibit C Sample Advertisements used by Absolute in Other States

# Exhibit

“A”

**Electronic Articles of Incorporation  
For**

P09000013398  
FILED  
February 11, 2009  
Sec. Of State  
tburch

ABSOLUTE HOME PHONES, INC.

The undersigned incorporator, for the purpose of forming a Florida profit corporation, hereby adopts the following Articles of Incorporation:

**Article I**

The name of the corporation is:

ABSOLUTE HOME PHONES, INC.

**Article II**

The principal place of business address:

710 NE 48TH AVE ROAD  
OCALA, FL. 34470

The mailing address of the corporation is:

710 NE 48TH AVE ROAD  
OCALA, FL. 34470

**Article III**

The purpose for which this corporation is organized is:

TELEPHONE COMPANY

**Article IV**

The number of shares the corporation is authorized to issue is:

1000

**Article V**

The name and Florida street address of the registered agent is:

CHRISTOPHER M PELTIER  
710 NE 48TH AVE ROAD  
OCALA, FL. 34470

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**  
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*ABSOLUTE HOME PHONES, INC\*\*\***

a foreign corporation organized under the laws of Florida did obtain authority to transact business in the State of Arizona on the 29th day of March 2011.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 11th Day of May, 2011, A. D.



A handwritten signature in black ink, appearing to read "EG Johnson".

Executive Director

By: \_\_\_\_\_ 612628

# Exhibit

“B”



**CAN YOUR  
LOVED ONES  
CALL YOU  
WHEN YOU'RE  
NEEDED?**

Call or visit us online:  
**352-433-2116**

[www.absolutemobile.com](http://www.absolutemobile.com)

**YOU'RE QUALIFIED if you receive:**

Medicaid Food, Stamps Supplemental Security Income (SSI),  
Federal Public Housing (HUD / Section 8), Temporary  
Assistance to Needy Families (TANF), Low Income Home Energy  
Assistance Plan (LIHEAP), Below Federal Poverty Level, OR  
Temporary Cash Assistance



**100 FREE MINUTES MONTHLY**  
Extra Plans available:  
75 Minutes @ \$10.13  
100 Minutes @ \$13.50  
300 Minutes @ \$40.50  
\*Unlimited @ \$50.00

**CARING MOTHERS DESERVE TO BE REACHED,  
ABSOLUTE MOBILE IS HERE FOR YOU.**

*Being there when you're needed is a necessity  
and Absolute Mobile offers government assistance.*

## **YOU QUALIFY**

*if you receive:*

- Medicaid (Non-Medicare)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing (HUD/Section 8)
- Temporary Assistance to Needy Families (TANF)
- Low Income Home Energy Assistance Plan (LIHEAP)
- National School Free Lunch Program



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75 Minutes @ \$10.13  
100 Minutes @ \$13.50  
300 Minutes @ \$40.50  
Unlimited @ \$50.00

## **WE ALL WERE RELIEVED**

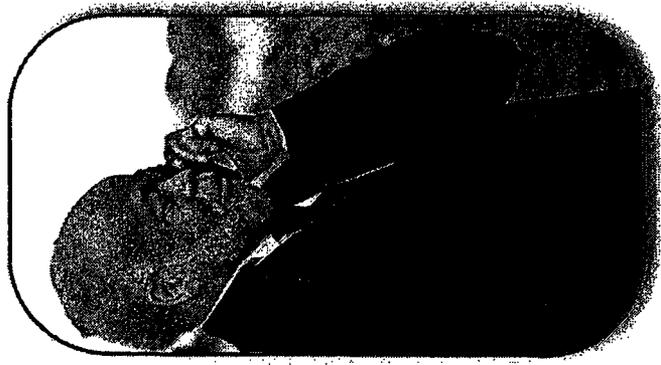
### **WHEN HE CALLED ON HIS CELL PHONE.**

*Calling for help when you're stranded is a necessity and Absolute Mobile offers government assistance.*

## **YOU QUALIFY**

*if you receive:*

- Medicaid (Non-Medicare)
- Food Stamps
- Supplemental Security Income (SSI)
- Federal Public Housing (HUD/Section 8)
- Temporary Assistance to Needy Families (TANF)
- Low Income Home Energy Assistance Plan (LIHEAP)
- National School Free Lunch Program



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Exhibit

"C"

**ABSOLUTE HOME PHONES, INC. d/b/a ABSOLUTE MOBILE  
TERMS AND CONDITIONS OF WIRELESS SERVICE**

Page | 1

Please read these Terms and Conditions of Service carefully. These Terms and Conditions of Service are a legally binding agreement between you and Absolute Home Phones, Inc. d/b/a Absolute Mobile. They contain important information about your legal rights, and require that certain disputes be resolved through Arbitration instead of a court trial. Absolute Mobile reserves the right to change or modify any of these Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these Terms and Conditions of Service will be binding upon you once posted on the Absolute Mobile website found at <http://www.absolutemobilephones.com/>

By purchasing or activating your Absolute Home Phones, Inc. d/b/a Absolute Mobile ("Absolute Mobile") or using any Absolute Mobile service ("Service"), customer ("You") acknowledges and agrees to the following terms and conditions:

**1. ACTIVATING AND USING YOUR ABSOLUTE MOBILE.**

An Absolute Mobile telephone number is assigned to your Absolute Mobile handset when you receive it, however, you will acquire no proprietary interest in any number assigned to you. The wireless telecommunications networks used to transmit calls for the Service are owned and operated by various licensed commercial mobile radio service providers ("Carriers"), not Absolute Mobile. Your handset can only be used through Absolute Mobile, and cannot be activated with any other wireless or cellular service. Absolute Mobile Services are provided at Absolute Mobile's discretion. Some functions and features referenced in the Manufacturer's manual provided with your Absolute Mobile handset may not be available.

**2. AIRTIME RATES**

Absolute Mobile airtime is issued in unit increments. Units are deducted from the Absolute Mobile handset in the following manner, all calls are charged at a rate of one (1) unit per minute. All other phone models, calls are charged at a rate of one (1) unit per minute.

**3. TEXT MESSAGING**

The rates to send or receive a text message to another person's phone using your Absolute Mobile handset are disclosed in your package.

Please note that Absolute Mobile services do not generally participate in Premium SMS services or campaigns. Premium SMS refers to activities that usually involve sending a text message to a designated "short code" or buying or attempting to buy SMS services from anyone other than Absolute Mobile. Premium SMS campaigns include activities such as casting a vote, expressing your opinion, playing a game, subscribing to a service, or interactive television programs. You should not attempt to participate in Premium SMS campaigns, unless it is an Absolute Mobile authorized campaign. Any text message you send to a "short code" will in all likelihood not go through. Any charges you may incur as a result of any attempts to participate in Premium PSMS services or campaigns (not authorized by Absolute Mobile), whether you incur charges as deductions from your handset or from your credit card, are not refundable.

**4. INTERNATIONAL CALLS**

Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialed numbers and busy destination numbers. When making international calls, you may experience connection failures more frequently than calls made within the United States. Absolute Mobile will not credit airtime minutes deducted for unsuccessful calls. You will not be able to make or receive calls on your Absolute Mobile handset when you are located outside of the United States, Puerto Rico or the U.S. Virgin Islands.

**5. ADDING ADDITIONAL AIRTIME**

Your Absolute Mobile handset will only operate when you have airtime minutes/units available on the handset. Each prepaid airtime package comes with a number of minutes and a service period that begins to run from the day you add airtime to your handset. Absolute Mobile airtime minutes added to your wireless phone will expire with active service and Usage during a consecutive thirty (30) day period.

**6. AIRTIME PLANS**

From time to time, Absolute Mobile may offer various plans. Currently, Absolute Mobile Value Plans which allows you to automatically purchase certain airtime denominations on a regular monthly basis. All Airtime Plans are governed by these Terms and Conditions and the applicable Airtime Plan's Terms and Conditions which are also available at <http://www.absolutemobilephones.com/>.

**ABSOLUTE HOME PHONES, INC. d/b/a ABSOLUTE MOBILE  
TERMS AND CONDITIONS OF WIRELESS SERVICE**

Additional minutes offered by Absolute Mobile can be purchased as follows:

35 Minutes	<b>\$ 5.00 (plus tax)</b>
75 Minutes	<b>\$10.00 (plus tax)</b>
160 Minutes	<b>\$20.00 (plus tax)</b>
270 Minutes	<b>\$30.00 (plus tax)</b>
700 Minutes	<b>\$50.00 (plus tax)</b>
Text	<b>.3 Minutes</b>

In the event of any modification that increases the charges, you will receive 30 days notice prior to being charged the new rate. Additional minute purchases may not be combined with any other discount or promotion.

**7. AIRTIME USAGE**

Airtime minutes will be deducted for all time during which your Absolute Mobile service is connected to, or using, the wireless system of any Carrier. Use of a wireless system typically begins when you press the "send", "call" or other button to initiate or answer a call and does not end until you press the "end" button or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including calls to toll free numbers, 411, 611, Customer Care, simultaneous calls (airtime minutes will be deducted for each call separately) and calls to access your voice mail. Airtime minutes are not deducted for calls to 911. For outbound calls, you may be charged airtime for incomplete and/or busy-no answer calls. Airtime minutes are deducted in full unit increments; partial minutes are rounded up to the next minute. Airtime minutes will also be deducted for use of other services such as text messaging. Airtime minutes are deducted for all text messages sent and incoming text. No credit is given for dropped calls.

**8. EMERGENCY CALLS**

If you are in an area where your Absolute Mobile handset is searching for a wireless signal or there is no wireless signal or wireless service, it is highly probable that a call to 911 will not go through. Do not rely solely on your Absolute Mobile handset in an emergency situation. In an emergency, locate the nearest landline phone and call for help.

**9. UNAUTHORIZED USAGE; TAMPERING**

The Absolute Mobile handset is exclusively for use by you, the end consumer, with the prepaid wireless service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of your Absolute Mobile handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of your agreement with Absolute Mobile. You agree not to unlock, re-flash, tamper with or alter your Absolute Mobile handset or its software, enter unauthorized PIN numbers, engage in any other unauthorized or illegal use of your Absolute Mobile handset or the Service, or assist others in such acts, or to sell and/or export Absolute Mobile handsets outside of the United States. These acts violate Absolute Mobile rights and state and federal laws. Improper, illegal or unauthorized use of your Absolute Mobile handset is a violation of this agreement and may result in immediate discontinuation of Service and legal action. Absolute Mobile will prosecute violators to the full extent of the law. You agree that any violation of this agreement through your improper, illegal or unauthorized use shall entitle Absolute Mobile to recover liquidated damages from you in an amount not less than \$5,000 per handset purchased, sold, acquired or used in violation of this agreement.

**11. LIMITATIONS OF SERVICE AND USE OF EQUIPMENT**

Service is subject to transmission limitations caused by certain equipment and compatibility issues, atmospheric, topographical and other conditions. Further, Service may be temporarily refused, limited, interrupted or curtailed due to system capacity limitations, technology migration or limitations imposed by the Carrier, or because of equipment modifications, upgrades, repairs or relocations or other similar activities necessary or proper for the operation or improvement of the Carrier's radio telephone system. At any time, Absolute Mobile reserves the right to substitute and/or replace any Absolute Mobile equipment (including handsets) with other Absolute Mobile equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular handset may not be available on your Absolute Mobile handset and does not warrant or guarantee availability of network or of any Services at any specific time or geographic location or that the Services will be provided without interruption. Neither Absolute Mobile nor any Carrier shall have any liability for Service failures, outages or limitations of Service.

**12. PHONE FEATURES, FUNCTIONALITY AND SPECIFICATIONS**

Certain mobile phone features may not be available throughout the entire network or their functionality may be limited. All plan rates, features, functionality and other product specifications are subject to change without notice or obligation. Model and color of phones may vary. All talk and standby times are quoted in Digital Mode and are approximate.

**13. WARRANTY**

A new and/or reconditioned Absolute Mobile handset and accessories are covered by manufacturer's 30-day limited warranty. **Exclusions and Conditions** This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Absolute Mobile does not provide refunds. All applicable implied warranties, including the implied warranties of merchantability and fitness for a particular purpose, are limited to the duration of this limited warranty, unless otherwise provided by law. Your limited warranty excludes all incidental or consequential damages, unless otherwise provided by law. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**14. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU PURCHASE FROM US AND THE LIMITED WARRANTY SET FORTH IN THESE TERMS AND CONDITIONS, AND TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CANNOT PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DO NOT AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR.

**15. OUR RIGHT TO TERMINATE YOUR SERVICE**

You agree not to use your Phone for any purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE FOR VIOLATING THIS PROVISION OR FOR ANY OTHER GOOD CAUSE, including, but not limited to, if You: (a) violate any of the terms and conditions of service; (b) lie to us or attempt to defraud us; (c) threaten or commit violence against any of our employees or customer service representatives; (d) use vulgar and/or inappropriate language when interacting with our representatives; (e) steal from us; (f) harass our representatives; (g) interfere with our operations; (h) engage in abusive messaging, emailing or calling; (i) modify your device from its manufacturer's default specification; or (j) use the service in a way that adversely affects our network or the service available to our other customers. We reserve the right to, without notice, limit, suspend or end your service for any other operational or governmental reason. In addition to permanently terminating your Service, criminal offenses (i.e., threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution.

**16. LIMITATION OF LIABILITY**

Absolute Mobile will not be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether it has been notified such loss may occur) by reason of any act or omission in its provision of equipment and Services. Absolute Mobile will not be liable for any act or omission of any other company furnishing a part of our Services or any equipment or for any damages that result from any Service or equipment provided by or manufactured by third parties.

**17. INDEMNIFICATION**

You agree to indemnify and hold harmless Absolute Mobile from any and all liabilities, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorneys' fees on account thereof resulting from your use of an Absolute Mobile handset and Absolute Mobile services whether based in contract, regardless of the form of action.

**18. BINDING ARBITRATION**

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS RIGHTS THAT YOU MAY OTHERWISE HAVE. IT PROVIDES FOR RESOLUTION OF ALL DISPUTES AND CLAIMS (INCLUDING ONES THAT ALREADY ARE THE SUBJECT OF LITIGATION) EXCEPT FOR CLAIMS CONCERNING THE UNAUTHORIZED SALE, EXPORT, ALTERATION AND/OR TAMPERING OF YOUR ABSOLUTE MOBILE DEVICE, ITS SOFTWARE, THE SERVICE AND/OR PIN NUMBERS, THROUGH ARBITRATION INSTEAD OF SUING IN COURT IN THE EVENT THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE OR CLAIM. ARBITRATION IS BINDING AND SUBJECT TO ONLY A VERY LIMITED REVIEW BY A COURT. THIS ARBITRATION CLAUSE SHALL SURVIVE TERMINATION OF ABSOLUTE MOBILE' AGREEMENT WITH YOU. This provision is intended to encompass all disputes or claims arising out of your relationship with Absolute Mobile, arising out of or relating to the Service or any equipment used in connection with the Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude Absolute Mobile from bringing claims concerning the unauthorized sale, export, alteration, and/or tampering of your Absolute Mobile device, the Service and/or PIN numbers in state or federal court. References to you and Absolute Mobile include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to Absolute Mobile by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. You and Absolute Mobile agree that use of the Service evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this agreement. You and Absolute Mobile agree that any arbitration will be conducted on an individual basis and not on a consolidated, class wide or representative basis. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If the preclusion of consolidated, class wide or representative proceedings is found to be unenforceable, then this entire arbitration clause shall be null and void. All fees and expenses of arbitration will be divided between you and Absolute Mobile. Each party will bear the expenses of its own counsel, experts, witnesses, and preparation and presentation of evidence. If for any reason this arbitration provision is deemed inapplicable or invalid, or to the extent this arbitration provision allows for litigation of disputes in court, you waive to the fullest extent permitted by law, (i) the right to a trial by jury and (ii) any claims for punitive or exemplary damages. Unless Absolute Mobile and you agree otherwise, the location of any arbitration shall be Ocala, Florida. Except where prohibited by law, Absolute Mobile and you agree that no arbitrator has the authority to award punitive damages or any other damages not measured by the prevailing party's actual damages. Neither you nor Absolute Mobile shall disclose the existence, contents, or results of any arbitration except to the extent required by law. Judgment on the award rendered may be entered by any court having jurisdiction thereof.

**19. PRIVACY POLICY**

To view the Absolute Mobile Privacy Policy refer to the Absolute Mobile website found at <http://www.absolutemobilephones.com/>.