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BEFORE THE ARIZONA CORPORATION

**COMMISSIONERS**

GARY PIERCE- CHAIRMAN  
BOB STUMP  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BRENDA BURNS

IN THE MATTER OF THE APPLICATION OF ) DOCKET NO. T-  
GLOBAL CONNECTION INC. OF AMERICA )  
D/B/A STAND UP WIRELESS FOR )  
DESIGNATION AS A WIRELESS ELIGIBLE )  
TELECOMMUNICATIONS CARRIER IN THE )  
STATE OF ARIZONA (LOW INCOME ONLY). )  
)  
)

T-04259A-11-0392

**APPLICATION OF GLOBAL CONNECTION INC. OF AMERICA D/B/A STAND  
UP WIRELESS FOR DESIGNATION AS A WIRELESS ELIGIBLE  
TELECOMMUNICATIONS CARRIER IN THE STATE OF ARIZONA  
(LOW INCOME ONLY)**

Global Connection Inc. of America d/b/a Stand Up Wireless (“Stand Up Wireless” 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 Stand Up  
Wireless as an Eligible Telecommunications Carrier (“ETC”) for the purpose of receiving federal  
low income universal service support, specifically Lifeline and Link-Up, for prepaid wireless  
services. Stand Up Wireless 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. Stand Up Wireless requests designation as an ETC for portions of its service area  
in Arizona (the “Service Area”). Specifically, Stand Up Wireless requests ETC designation in all  
zip codes listed on **Exhibit “A”** hereto, excluding any Federally Recognized Tribal Lands located  
within those zip codes. Stand Up Wireless understands that its service area overlaps with many  
rural carriers in Arizona, but maintains that the public interest factors described below justify its

1 designation in these carriers' service areas, especially because it seeks ETC designation solely to  
2 utilize USF funding to provide Lifeline and Link-Up service to qualified low-income consumers.  
3 Stand Up Wireless does not request that the Commission modify, or seek in any way to affect, the  
4 definition of rural telephone company study areas in Arizona.

5 Stand Up Wireless respectfully requests that the Commission grant this Application so that  
6 Stand Up Wireless may provide wireless service to low-income households as soon as possible. In  
7 further support of its Application, Stand Up Wireless states as follows:

8 **I. GENERAL INFORMATION.**

9 **A.** Global Connection Inc. of America is a Georgia corporation with its principal office  
10 located at 5555 Oakbrook Parkway, Suite 620, Norcross, Georgia 30093. Stand Up Wireless is  
11 authorized to transact business in the State of Arizona. Copies of Stand Up Wireless' Articles of  
12 Incorporation and approved Application to Transact Business in Arizona are attached herein as  
13 **Exhibit "B"**.

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

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

26 Margaret A. Johnson  
27 Stan Q. Smith  
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Email: [mjohnson@watkinsludlam.com](mailto:mjohnson@watkinsludlam.com)

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

3                               David Skogen  
4                               Chief Executive Officer  
5                               Global Connection Inc. of America  
6                               5555 Oakbrook Parkway, Suite 620  
7                               Norcross, Georgia 30093  
8                               Telephone: (678)741-6245  
9                               Facsimile: (678)741-6333  
10                              Email: [dskogen@globalconnectioninc.com](mailto:dskogen@globalconnectioninc.com)

11           D.       To date, Stand Up Wireless has received ETC designation on a wireless carrier  
12 basis in Arkansas (#11-015-U), Louisiana (#S 31523), and Maryland (ML#128987). It has  
13 applications for designation pending in the states of Georgia (#33600), Kansas (#11-GCAT-661-  
14 ETC), Michigan (#U-16577), Missouri (#RA-2011-0299), Pennsylvania (#P-2011-2245213), and  
15 West Virginia (#11-0381-C-PC). Stand Up Wireless has not had any ETC applications denied

16 **II.    BACKGROUND.**

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

21           One key component of universal service is the availability of subsidies from the federal  
22 Universal Service Fund (“USF”), created by the 1996 Act. The USF was created, in part, to  
23 provide support to qualifying low-income communications end-users such as those serviced by  
24 Stand Up Wireless. Mechanisms were also established in an effort to moderate the amount of  
25 costs to be recovered through basic, recurring charges to low-income users, thereby assisting  
26 efforts to maintain reasonable basic rate levels. Only a “common carrier” receiving designation as  
27 an ETC under 47 U.S.C. § 214 is eligible to receive subsidies from the federal USF. Wireless

1 carriers are common carriers under federal law.<sup>1</sup> Common carriers that provide services consistent  
2 with the requirements of Section 214(e) may be deemed ETCs.<sup>2</sup>

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

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

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

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

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

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

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

31 \_\_\_\_\_  
32 <sup>1</sup> 47 U.S.C. § 332(c)(1).

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

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

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

1 Stand Up Wireless seeks designation as an ETC for the sole purpose of receiving federal  
2 USF support for the provision of wireless services via the low-income programs, Lifeline and  
3 Link-Up.

4 Pursuant to the provisions of 47 USC § 214(e)(2), the Commission has the statutory  
5 authority to designate as an ETC any common carrier that uses “either its own facilities or a  
6 combination of its own facilities and resale of another carrier’s services,”<sup>5</sup> and advertises “the  
7 availability of such services and the related charges using media of general distribution.”<sup>6</sup> As  
8 discussed in subsequent sections of this Application, Stand Up Wireless meets the facilities-based  
9 requirement of the 1996 Act and commits to advertise the availability of its Lifeline and Link-Up  
10 programs.

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

18 Additionally, Stand Up Wireless is committed to providing each of the services supported  
19 by Federal universal service support mechanisms under section 254(c) throughout the Service  
20 Area, and will advertise the availability of such services and the charges for these services using  
21 media of general distribution.

22 Further, as shown herein, Stand Up Wireless meets the five generally established ETC  
23 requirements:

- 24 1) Commitment to and ability to provide service in its proposed service area;

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

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

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

- 1           2)     Ability to remain functional in emergencies;
- 2           3)     Commitment to satisfying consumer protections and service quality standards;
- 3           4)     An offering of local usage comparable to that offered by the ILECs; and
- 4           5)     Ability to offer equal access if all other ETCs in the area relinquish their ETC
- 5 designations.<sup>8</sup>

6           Finally, designation of Stand Up Wireless as an ETC on a wireless basis is in the public  
7 interest of the State of Arizona and its low-income telecommunications end-users.

8     **III.   DESCRIPTION OF STAND UP WIRELESS' LIFELINE AND LINK-UP**  
9     **CUSTOMER PLANS.**

10           Global Connection Inc. of America currently provides in other states, and will provide in  
11 Arizona, Lifeline and Link-Up services under the brand name Stand Up Wireless. Stand Up  
12 Wireless maintains a website, [www.StandUpWireless.com](http://www.StandUpWireless.com), for customer enrollment, description  
13 of rate plans, account management including replenishment, coverage map and customer service.  
14 Stand Up Wireless' currently applicable standard terms and conditions of service are provided in  
15 **Exhibit "C"** of this Application.

16           **A.     Stand Up Wireless' Lifeline Offering.**

17           Stand Up Wireless' free Lifeline plan (StandUp 100) includes separate pools of both voice  
18 minutes and text minutes. Competing Lifeline wireless providers typically deplete voice minutes  
19 when text is used, reducing the available voice minutes available to customers and thereby  
20 reducing the provider's per customer cost because text messaging costs are typically much lower  
21 than voice minute costs. According to Pew Research Center, in May 2010, seventy-two percent  
22 (72%) of adults reported sending or receiving a text message.<sup>9</sup> Since text messages draw from  
23 their own pool, Stand Up does not deplete the pool of voice minutes available for use of text  
24 messages and vice versa. Separate pools for both voice minutes and text messages are in the  
25

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

27     <sup>9</sup>     Amanda Lenhart, *Adults, Cell Phones and Texting*, Pew Research Center Publications,  
September 2, 2010.

1 consumers' best interest as it preserves critical voice minutes for consumers who utilize text  
2 messaging.

3 Under the Company's Wireless Lifeline Plan, Stand Up Wireless customers will have  
4 several options to choose from, beginning with StandUp 100. In addition to StandUp 100,  
5 customers will also be permitted to select one of Stand Up Wireless' alternative plans, which offer  
6 customers the opportunity to receive more text units and voice units. Such alternative plans will  
7 be offered to Lifeline customers at a subsidized rate. Where Stand Up Wireless customers select  
8 an alternative plan, Stand Up Wireless will apply the total Lifeline subsidy to the retail rate of the  
9 alternative plan. Competing Lifeline wireless providers typically offer only a base package with  
10 required retail top up to add more voice minutes and/or texts. The initial plans offered by Stand  
11 Up Wireless are as follows:

12 **1. StandUp 100.** Stand Up Wireless will provide qualified Lifeline customers who  
13 reside in the State of Arizona with a monthly allotment of 100 free anytime local and long distance  
14 minutes and 100 free SMS text messages. Stand Up 100 service will be provided with no monthly  
15 recurring charge, thus ensuring that the consumer receives 100% of all universal service support  
16 funding. Unused minutes and unused SMS text messages will rollover from month to month.  
17 Other rate plans are also available to Lifeline qualified customers.

18 **2. StandUp 500.** Stand Up Wireless expects to provide qualified Lifeline customers  
19 who reside in the State of Arizona with a monthly allotment of 500 anytime local and long  
20 distance minutes and 500 SMS text messages at a cost of \$14.95 plus taxes and fees per month.  
21 Unused minutes and unused SMS text messages do not rollover from month to month in this plan.

22 **3. StandUp 1000.** Stand Up Wireless expects to provide qualified Lifeline customers  
23 who reside in the State of Arizona with a monthly allotment of 1000 anytime local and long  
24 distance minutes and 1000 SMS text messages at a cost of \$29.95 plus taxes and fees per month.  
25 Unused minutes and unused SMS text messages do not rollover from month to month in this plan.

26 **4. StandUp Unlimited.** Stand Up Wireless expects to provide qualified Lifeline  
27 customers who reside in the State of Arizona with unlimited voice minutes for \$34.95 plus taxes

1 and fees per month; however this plan does not included SMS text messaging. Unused minutes do  
2 not rollover from month to month in this plan.

3 New Stand Up Wireless customers must choose a plan upon enrollment. If the customer  
4 selects a non-FREE plan, payment must be made directly to Stand Up Wireless or one of its  
5 designated payment agent locations prior to activation of service. Existing Stand Up Wireless  
6 customers who wish to switch plans may do so at [www.StandUpWireless.com](http://www.StandUpWireless.com) or by calling a toll  
7 free number. Stand Up Wireless customers who select one of the three (3) non-FREE plans must  
8 make payment for their upcoming service period five (5) days prior service period end date.  
9 Customers who fail to make payment prior to the deadline will be automatically changed to the  
10 free StandUp 100 plan with 100 free airtime minutes and 100 free SMS text messages for the  
11 subsequent service period.

12 Calls to Stand Up Wireless customer service made by customers via their Stand Up  
13 Wireless phone will not deplete the customer's available airtime. Stand Up customers can contact  
14 Stand Up Wireless customer service by dialing a short code (e.g. \*611) from their Stand Up  
15 Wireless phone to address billing, service and general account issues with all voice minutes used  
16 in association with such calls being credited to the customer's account. Customers whose balance  
17 of voice minutes has been exhausted will still be able to make outbound calls to 911 as well as  
18 Stand Up Wireless customer service as long as their service is active.

19 In the event that all airtime subscribed to has been used, Lifeline Customers will have the  
20 ability to purchase additional time. At this time additional credits may be purchased at the rate of  
21 \$5.00 for 40 credits; \$10.00 for 100 credit; \$20.00 for 250 credits, \$30.00 for 500 credits; and  
22 \$50.00 for 1000 credits by calling our toll free number or at [www.StandUpWireless.com](http://www.StandUpWireless.com). Credits  
23 may also be purchased at any authorized Stand Up Wireless payment center. Each credit provides  
24 one (1) minute of airtime or one (1) SMS text message.

25 The wireless plan will also include a free handset and the following Custom Calling  
26 features:

- 27 (1) Caller ID;
- (2) Call Waiting;
- (3) Call Forwarding;

- (4) 3-Way Calling; and
- (5) Voicemail.

Wireless handsets will be delivered at no charge to qualifying customers. Service will be activated, and the requisite number of minutes will be added upon certification of the customer for Lifeline and Link-Up, as applicable.

**B. Stand Up Wireless' Link-Up Offering.**

Like Lifeline, Link-Up is also a component of one of four separate federal universal service fund mechanisms<sup>10</sup> known as the "low-income support mechanism",<sup>11</sup> and is defined in 47 C.F.R. § 54.411 as an "assistance program for qualifying low-income consumers, *which an eligible telecommunications carrier shall offer as part of its obligations set forth in §§ 54.101(a)(9) and 54.101(b)*"<sup>12 13</sup>(emphasis added). Assistance is in the form of a "reduction in the carrier's customary charge for commencing telecommunications service for a single telecommunications connection" and "shall be half of the customary charge or \$30.00, whichever is less".<sup>14</sup> Consistent with FCC requirements, Stand Up Wireless will use Link-Up support to reduce the company's "customary charge for commencing service" by "half of the customary charge..."<sup>15</sup>, which will result in a reduction of the Company's \$68.00 standard wireless activation charge by \$30.00. Pursuant to 47 C.F.R. § 54.412(c), Stand Up Wireless allows a customer to receive the benefit of

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

<sup>11</sup> 47 C.F.R. § 54.8(a)(1); *See* "Definitions" at first sentence.

<sup>12</sup> 47 C.F.R. § 54.411(a). The plain reading of this definition is that an ETC is obligated to provide this discount to qualifying low-income consumers. In addition, 47 C.F.R. § 54.413(a) stipulates that carriers that provide Link-Up discounts, "may receive universal service support reimbursement for the revenue they forgo in reducing their customary charge for commencing telecommunications service..."

<sup>13</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, Stand Up Wireless 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).

<sup>14</sup> 47 C.F.R. § 54.411(a)(1).

<sup>15</sup> *Id.*

1 its Link-Up program for a second or subsequent time only for a principal place of residence with  
2 an address different from the residence address at which the Link-Up assistance was previously  
3 provided.

4 **IV. LIMITED ETC DESIGNATION.**

5 **A. Services.**

6 Stand Up Wireless requests designation as an ETC in Arizona for the limited purpose of  
7 participating in the federal Lifeline and Link-Up programs; it does not seek designation as an ETC  
8 for the purpose of receiving federal or state High-Cost support or Arizona Universal Service  
9 support.

10 **B. Area.**

11 Stand Up Wireless seeks ETC designation for Lifeline and Link-Up services only in the zip  
12 codes set forth in Exhibit "A". To the extent any of these zip codes cover, in part, Federally-  
13 Recognized Tribal Lands, Stand Up Wireless does not intend to provide Lifeline or Link-Up  
14 services on those tribal lands. To ensure that it does not provide those services on Tribal Lands,  
15 Stand-Up Wireless will require applicants to provide a street address (not a Post Office Box) and  
16 to self-certify under penalty of perjury that the applicant does not reside on Federally-Recognized  
17 Tribal Lands.

18 **V. STAND UP WIRELESS MEETS THE REQUIREMENTS OF THE FCC RULES**  
19 **FOR DESIGNATION AS AN ETC IN THE STATE OF ARIZONA.**

20 As demonstrated below, Stand Up Wireless meets the applicable requirements under the  
21 FCC Rules for receiving ETC designation by the Commission pursuant to Section 214(e)(2) of  
22 1996 Act.<sup>16</sup> In addition, Stand Up Wireless complies with the standards established by the FCC  
23 for determining whether applicants for ETC status serve the public interest.<sup>17</sup>

24  
25  
26 \_\_\_\_\_  
16 47 U.S.C. § 214(e)(2).

27 17 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.     Stand Up Wireless Will Provide Service Through a Combination of its Own**  
2           **Facilities and Resale of Other Carriers' Services.**

3           Stand Up Wireless is a facilities-based common carrier and will offer all of the services  
4 and 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 "Stand Up  
6 Wireless Network"). Consistent with the requirements of Section 214 of the Federal  
7 Communications Act of 1934, as amended, ("Communications Act"), 47 U.S.C. §214 (e) (6) and  
8 Sections 54.101 through 54.207 of the FCC Rules, Stand Up Wireless, in its provision of wireless  
9 services, will rely on a combination of resold services which the Company will obtain from  
10 underlying Commercial Mobile Radio Service ("CMRS")<sup>18</sup> providers and Company-owned  
11 facilities<sup>19</sup>, for functions such as authentication and management of prepaid calling services and  
12 routing of directory assistance calls. Stand Up Wireless owns and operated a Class 4 TDM  
13 Universal Gateway Switch (the "Switch") which provides enhanced call routing and control for the  
14 provision of Directory Assistance and/or Operator Service. The Switch provides an ETC specific  
15 voice announcement and provides PSTN grade service. Thus, Stand Up Wireless satisfies the  
16 FCC's requirements for an ETC to provide services, at least in part, through a "combination of its  
17 own facilities and resale of another carrier's services".<sup>20</sup>

18           Currently, there is no state or federal definition or requirement as to the number of, or the  
19 amount of, the supported services that an ETC must offer via its "own facilities." The ETC must  
20 provide some portion of the supported services through the use of those facilities, which Stand Up  
21 Wireless does. Therefore, Stand Up Wireless is able to meet the federal requirement that an ETC  
22 must offer the supported services at least in part through the use of its own facilities. Additionally,  
23

24 \_\_\_\_\_  
25 <sup>18</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.

26 <sup>19</sup> Company-owned facilities, which include switches and trunks, are located at 4311  
Communications Drive, Norcross, GA 30093.

27 <sup>20</sup> See 47 U.S.C. § 214(e)(1)(A); see also *Universal Service Order*, 12 FCC Rcd 8853, FCC  
97 157 ("USF Order"), at ¶169.

1 Federal law does not require any particular level of facilities. The FCC stated in its Universal  
2 Service Order, 12 FCC Rcd 8853, FCC 97-157 (“USF Order”), at **para. 169** that:

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

10 In affirming its own decisions, the FCC chose to continue to define the term “own  
11 facilities” as “*any physical components* of the telecommunications network that are used in the  
12 transmission of the services that are designated for support”<sup>21</sup> (emphasis added). The  
13 Communications Act’s definition of “network element” matches that of the FCC and defines a  
14 “network element” as “a facility or equipment used in the provision of a telecommunications  
15 service. Such term also includes features, functions, and capabilities that are provided by means of  
16 such facility or equipment, including subscriber numbers, databases, signaling systems, and  
17 information sufficient for billing and collection or used in the transmission, routing, or other  
18 provision of a telecommunications service.”<sup>22</sup> All facilities-based carriers have and use network  
19 elements.<sup>23</sup>

20 **B. Stand Up Wireless Will Offer All of the Required Services and Functionalities.**

21 In order to be designated as an ETC, the FCC Rules require that carriers offer all of the  
22 services supported by the federal universal service mechanisms.<sup>24</sup> As demonstrated below, Stand  
23 Up Wireless will offer the supported services throughout the Service Area, through a combination

24  
25 <sup>21</sup> See 47 C.F.R. § 54.101; 47 C.F.R. § 54.201(e).

26 <sup>22</sup> See 47 U.S.C. § 153(29).

27 <sup>23</sup> Only ILEC network elements can be designated as “unbundled” under 47 U.S.C. §  
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.”

<sup>24</sup> 47 C.F.R. § 54.101(a)(1) – (9).

1 of its own facilities and resale of other carriers' services. Per the FCC Rules, the ETC must offer  
2 the following services:

3           **1. Voice grade access to the public switched network (47 C.F.R. §**  
4 **54.101(a)(1)).** "Voice grade access" permits a telecommunications user to transmit voice  
5 communications, including signaling the network that the caller wishes to place a call, and to  
6 receive voice communications, including receiving a signal that there is an incoming call. Through  
7 interconnection agreements with ILECs in Arizona, Stand Up Wireless' customers will be able to  
8 make and receive calls on the public switched telephone network with a minimum bandwidth of  
9 300 to 3000 Hertz, per the FCC Rules.

10           **2. Local usage (47 C.F.R. § 54.101(a)(2)).** "Local usage" is an amount of  
11 minutes of use of exchange service provided without an additional charge to end users. The FCC  
12 has specified that a local usage plan is acceptable if it is "comparable to the one offered by the  
13 incumbent LEC in the service areas for which the applicant seeks designation."<sup>25</sup> This  
14 comparability analysis must proceed on a case-by-case basis, and take account of value-added  
15 capabilities and services incorporated into a plan.<sup>26</sup> Stand Up Wireless' current local usage plans,  
16 summarized in **Exhibit "C"**, are comparable in value to those offered by ILECs operating in the  
17 requested Service Area. Stand Up Wireless' plans offer larger "local" calling areas (as compared  
18 to traditional wireline carriers), the convenience and security afforded by mobile telephone service,  
19 the opportunity for customers to control cost by receiving a preset amount of monthly airtime at no  
20 charge, the ability to purchase additional usage in the event that included usage has been  
21 exhausted, 911 service and, where available, E 911 service in accordance with FCC requirements.

22           **3. Dual tone multi-frequency signaling or its functional equivalent (47**  
23 **C.F.R. § 54.101(a)(3)).** Dual tone multi-frequency ("DTMF") signaling is a method of signaling  
24 that facilitates the transportation of call set-up and call detail information. The FCC has recognized  
25

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26 <sup>25</sup> See Federal-State Joint Commission on Universal Service. 20 FCC Rcd 6371, at ¶ 32  
27 (2005).

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

1 that, with respect to wireless carriers, it “is appropriate to support out-of-band signaling  
2 mechanisms as an alternative to DTMF signaling.”<sup>27</sup> Stand Up Wireless currently uses out-of-  
3 band digital signaling and in-band multi-frequency signaling that is the functional equivalent to  
4 DTMF signaling.

5 **4. Single-Party Service or its Functional Equivalent (47 C.F.R. §**  
6 **54.101(a)(4)).** With respect to wireless carriers, “single-party service” affords a user a dedicated  
7 message path for the length of a user’s particular transmission. Stand Up Wireless meets this  
8 requirement with respect to each of its service offerings.

9 **5. Access to emergency services (47 C.F.R. § 54.101(a)(5)).** “Access to  
10 emergency service” includes access to services, such as 911 and enhanced 911 (“E 911”), provided  
11 by local governments or other public safety organizations. Through its underlying wholesale  
12 carrier(s), Stand Up Wireless will provide its wireless voice customers in Arizona with access to  
13 such services with capability to deliver automatic numbering information (“ANI”) and automatic  
14 location information (“ALI”) over the Stand Up Wireless Network, and otherwise satisfies  
15 applicable E 911 requirements. Stand Up Wireless and/or its underlying wholesale wireless  
16 services carrier(s) will continue to work with local public safety answering points (“PSAPs”)  
17 within the Service Area to make 911 and E 911 service available to its customers. Stand Up  
18 Wireless is current on payment of any applicable E 911 fees.

19 **6. Access to Operator Services (47 C.F.R. § 54.101(a)(6)).** “Access to  
20 operator services” means access to automatic or live assistance provided to a customer to arrange  
21 for the billing or completion, or both, of a telephone call. Stand Up Wireless provides access to  
22 operator services for billing questions by dialing “611,” and access to operator services for call  
23 completion and other calling services by dialing “411.”

24 **7. Access to interexchange service (47 C.F.R. § 54.101(a)(7)).** With respect  
25 to wireless carriers, “access to interexchange service” means access to the functional equivalent of  
26

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

1 the use of the loop, as well as that portion of the switch that is paid for by the end user, necessary  
2 to access an interexchange carrier's network. Stand Up Wireless provides all of its wireless  
3 subscribers with the ability to make and receive interexchange or toll calls through the Stand Up  
4 Wireless Network.

5 **8. Access to directory assistance (47 C.F.R. § 54.101(a)(8)).** "Access to  
6 directory assistance" means access to a service that includes, but is not limited to, making  
7 available to customers, upon request, information contained in directory listings. Stand Up  
8 Wireless meets this requirement by providing access to directory assistance by dialing "411".

9 **9. Toll Limitation (47 C.F.R. § 54.101(a)(9)).** "Toll limitation" includes the  
10 offering of either "toll control" or "toll blocking" to qualifying low-income customers, as a means  
11 of limiting or blocking the completion of outgoing toll calls. Stand Up Wireless meets this  
12 requirement because Stand Up Wireless will provide Lifeline services on a prepaid basis, which  
13 means that customers pay for their service in advance and can use only the amount of service for  
14 which they have already paid. Stand Up Wireless customers can use their service to complete both  
15 local and domestic telephone toll calls. Customers cannot be disconnected for failure to pay  
16 telephone toll charges or usage as the Company does not differentiate domestic telephone toll  
17 usage from local usage and all usage<sup>28</sup> is paid for in advance, i.e., on a "pay as you go" basis. This  
18 service is ideal for low-income consumers who enjoy the ability to control or limit their charges  
19 for both local phone and telephone toll service.

20 **C. Stand Up Wireless Will Advertise the Availability of Supported Services.**

21 ETCs must advertise the availability of, and the prevailing prices for, the universal services  
22 throughout the area in which they have been designated an ETC. Stand Up Wireless will comply  
23 with the requirement regarding advertisement, and Stand Up Wireless will utilize all universal  
24 service support for the provision, maintenance, and upgrading of the supported services. Stand Up  
25 Wireless will announce and advertise telecommunications services as an ETC where it provides

26 \_\_\_\_\_  
27 <sup>28</sup> That is to say, Stand Up Wireless' 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 service in its Service Area and will publicize the availability of Lifeline and Link-Up services in a  
2 manner reasonably calculated to reach those likely to qualify for those services. Accordingly,  
3 more low-income Arizona residents will be made aware of the opportunities afforded to them  
4 under the Lifeline and Link-Up programs and will be able to take advantage of those opportunities  
5 by subscribing to Stand Up Wireless' service. Attached as **Exhibit "D"** are sample  
6 advertisements used by Stand Up Wireless in other states.

7 **D. Stand Up Wireless Will Provide Service to Potential Customers Upon**  
8 **Reasonable Request (47 C.F.R. § 54.202(a)(1)).**

9 In accordance with the requirements of 47 C.F.R. § 54.202(a)(1), upon request by a  
10 potential customer within Stand Up Wireless' service area where Stand Up Wireless' network  
11 already passes the potential customer's premises, Stand Up Wireless will promptly provide service  
12 using standard customer equipment upon verification of Lifeline eligibility. If a potential customer  
13 is within Stand Up Wireless' service area but outside its existing network, Stand Up Wireless will  
14 provide service within a reasonable period of time if it determines that such service can be  
15 provided at a reasonable cost. Stand Up Wireless will follow the process described in 47 C.F.R. §  
16 54.202(a)(1)(i) to determine if provision of services may be made at a reasonable cost by: (i)  
17 modifying or replacing the requesting customer's equipment; (ii) deploying a roof-mounted  
18 antenna or other equipment; (iii) adjusting the nearest cell tower; (iv) adjusting network or  
19 customer facilities; (v) reselling services from another carrier's facilities to provide service; or (vi)  
20 employing, leasing or constructing an additional cell site, cell extender, repeater, or other similar  
21 equipment.

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

23 Under the FCC Rules, an ETC applicant must demonstrate its ability to remain functional  
24 in emergency situations.<sup>29</sup> Although Stand Up Wireless utilizes its own facilities, it is also a  
25 reseller of other carriers' wireless services. This arrangement allows Stand Up Wireless to provide  
26 to its customers the same ability to remain functional in emergency situations as currently provided

27 \_\_\_\_\_  
<sup>29</sup> 47 C.F.R. § 54.202(a)(2); USF Order at ¶25.

1 by the carriers to their own customers, including access to a reasonable amount of back-up power  
2 to ensure functionality without an external power source, rerouting of traffic around damaged  
3 facilities, and the capability of managing traffic spikes resulting from emergency situations.

4 Moreover, although Stand Up Wireless cannot guaranty that customers will never  
5 experience service disruptions, Stand Up Wireless offers service as reliable as any other wireless  
6 provider present in Arizona.

7 **F. Consumer Protection.**

8 Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable  
9 consumer protection and service quality standards;<sup>30</sup> Stand Up Wireless will satisfy all such  
10 standards. Stand Up Wireless in general commits to satisfying all such applicable state and  
11 federal requirements related to consumer protection and service quality standards and will comply  
12 with the Cellular Telecommunications and Internet Association's Consumer Code for Wireless  
13 Service (the "CTIA Code"). In addition, Stand Up Wireless commits to reporting information on  
14 consumer complaints per 1,000 lines on an annual basis consistent with the FCC's USF Order.<sup>31</sup>  
15 Stand Up Wireless also commits to use its best efforts to resolve customer complaints received by  
16 the Commission. The following individual is designated by Stand Up Wireless to work with  
17 Commission Staff to resolve any complaints or other compliance matters:

18 David Skogen, Chief Executive Officer  
19 Global Connection Inc. of America  
20 5555 Oakbrook Parkway, Suite 620  
21 Norcross, Georgia 30093  
Telephone: (678)741-6245  
Facsimile: (678)741-6333

22 **G. Local Usage.**

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

26  
27 <sup>30</sup> 47 C.F.R. §54.202(a)(3), 62 Fed. Reg. 15,978 at ¶28.

<sup>31</sup> USF Order at ¶4.

1           **H.     Equal Access.**

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

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

9           Under the 1996 Act, “[u]pon request and consistent with the public interest, convenience  
10 and necessity”<sup>32</sup> the Commission “may, in the case of an area served by a rural telephone  
11 company, and shall, in the case of all other areas, designate more than one common carrier as an  
12 eligible telecommunications carrier for a service area designated”<sup>33</sup> by the Commission. With  
13 respect to an area served by a rural telephone company, the Commission “shall find that the  
14 designation is in the public interest”.<sup>34</sup> Stand Up Wireless complies with the standards established  
15 by the FCC for determining whether applicants for ETC status serve the public interest.<sup>35</sup> The  
16 FCC has determined that applications for ETC status in “non-rural” areas are *per se* in the public  
17 interest.<sup>36</sup>

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18  
19  
20 <sup>32</sup> 47 C.F.R. § 54.201(c).

21 <sup>33</sup> *Id.* In rural ILEC territory, the Commission may “designate more than one common carrier  
22 as an eligible telecommunications carrier for a service area designated”.

23 <sup>34</sup> *Id.*

24 <sup>35</sup> See Federal-State Joint Commission on Universal Service, *Report and Order*, CC Docket  
25 No. 96-45, 20 FCC Rcd 6371, ¶ 40-43 (Rel, March 17, 2005).

26 <sup>36</sup> Federal-State Joint Commission on Universal Service; Cellco Partnership d/b/a Bell  
27 Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier,  
*Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45, (Rel. Dec. 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).

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>37</sup>  
3 The FCC has determined that applications for ETC status in “non rural” areas *re per se* in the  
4 public interest.<sup>38</sup> Based on the foregoing, Stand Up Wireless submits that its designation as an  
5 ETC in Arizona meets the “public interest” standard established by the FCC. Stand Up Wireless  
6 provides the following information which demonstrates that Stand Up Wireless’ designation as an  
7 ETC on a wireless basis is consistent with the public interest, convenience and necessity by  
8 providing consumers with 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>39</sup> Stand Up Wireless affirms that its ETC designation meets these criteria as  
14 described 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 determination that such designation is in the public interest regardless of whether the applicant  
19 seeks designation in an area served by a rural or non-rural carrier.”<sup>40</sup> Stand Up Wireless is seeking  
20 ETC designation on a wireless basis which will provide an additional valuable alternative to the  
21

22 <sup>37</sup> 47 C.F.R. § 54.202(c).

23 <sup>38</sup> Federal-State Joint Commission on Universal Service; Cellco Partnership d/b/a Bell  
24 Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier,  
25 *Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45; -U 14 (Rel. Dec.  
26 26, 2000) (hereinafter “*Cellco Partnership*”) (“For those areas served by non-rural telephone  
27 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>39</sup> See 47 C.F.R. § 54.202(c).

<sup>40</sup> See Federal-State Joint Commission on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005)

1 existing telecommunications services currently available in these areas and will promote  
2 competition and facilitate the provision of advanced communications services to low-income  
3 residents of Arizona.

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

10 The public interest benefits of inclusion of the Company's wireless service include larger  
11 local calling areas (as compared to traditional wireline carriers), the convenience and security  
12 afforded by mobile telephone service, the opportunity for customers to control cost by receiving a  
13 preset amount of monthly airtime at no charge, the ability to purchase additional usage in the event  
14 that included usage has been exhausted, 911 service and, where available, E911 service in  
15 accordance with current FCC requirements.

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

20 Designation of the Company as an ETC on a wireless basis will also provide other carriers  
21 serving the same area an incentive to improve their existing networks and service offerings in  
22 order to remain competitive, which will result in improved consumer services and will also benefit  
23 consumers by allowing Stand Up Wireless to offer the services designated for support at rates that  
24 are "just, reasonable, and affordable."<sup>41</sup>

25 As provided by the Communications Act, the availability of basic telecommunications  
26 services to low-income consumers is critical to the provision of public health, safety, and other

27 \_\_\_\_\_  
<sup>41</sup> See 47 U.S.C. § 254(b)(1).

1 services. In addition, the FCC has long acknowledged the benefits to consumers of being able to  
2 choose from a variety of telecommunications providers and the resulting variety of  
3 telecommunications services they provide.<sup>42</sup> This is of particular interest in cases where wireless  
4 providers, such as Stand Up Wireless, seek to provide services as alternatives to those of the  
5 traditional ILEC. In the *Highland Cellular*<sup>43</sup> case, the FCC recognized and affirmed that some  
6 households may not have access to the public switched network as provided by the incumbent  
7 local exchange carrier. The availability of a wireless competitor benefits consumers who routinely  
8 drive long distances to attend work or school or to accomplish everyday tasks such as shopping or  
9 attending community and social events. The wireless service offered by Stand Up Wireless will  
10 provide these consumers with a convenient and affordable alternative to traditional  
11 telecommunications service that can be used while at home and away from home.

12 The Lifeline and Link-Up service offered by Stand Up Wireless also provides important  
13 benefits that are especially needed by low-income Arizona residents in this time of economic  
14 downturn. As of July, 2011, Arizona's unemployment rate is reported to be 9.4 percent,<sup>44</sup> which  
15 has a significant impact on many Arizona residents. The availability of a mobile telephone will be  
16 critical to the efforts of the unemployed as they search for other employment opportunities.  
17 Without a regular paycheck, wireless telephone service would become a luxury beyond the means  
18 of many of those persons.

19 Stand Up Wireless' Lifeline and Link-Up programs will enable thousands of residents to  
20 obtain wireless service which would otherwise be unavailable to them. The economic  
21 circumstances indicate that low-income individuals, now more than ever, can greatly benefit from  
22 the advantages offered by Stand Up Wireless' Lifeline and Link-Up service thus allowing those  
23 adversely impacted by the failing economy or job loss to have access to a free wireless service to  
24 assist in emergency situations, facilitate job search efforts, and to maintain contact with family  
25

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26 <sup>42</sup> See, e.g., *Specialized Common Carrier Services*, 29 FCC 2d 870 (1971).

27 <sup>43</sup> Federal-State Joint Commission on Universal Service, *Highland Cellular, Inc., Memorandum Opinion and Order*, 19 F.C.C.R. 6422 (2004).

<sup>44</sup> Bureau of Labor Statistics. See <http://stats.bls.gov/news.release/laus.t03.htm> .

1 members.

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

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

11 **B. The Unique Advantages of Stand Up Wireless' Service Offerings.**

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

16 Stand Up Wireless will provide universal service as a wireless ETC throughout its Service  
17 Area.

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

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

24 Stand Up Wireless offers a local usage plan comparable to the ones offered by the ILECs in  
25 the Service Area.

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

27 ETC designation of Stand Up Wireless on a wireless basis will impose a negligible burden

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

19 The FCC reaffirmed this position when it stated that "the potential growth of the fund  
20 associated with high-cost support distributed to competitive ETCs" is not relevant to carriers  
21 seeking support associated with the low-income program.<sup>45</sup>

22 The FCC also recognized that the total effect of additional low-income-only ETC  
23 designations would have a minimal impact on the fund when it stated that "any increase in the size  
24 of the fund would be minimal and would be outweighed by the benefit of increasing eligible  
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26 <sup>45</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 participation in the Lifeline and Link-Up programs, furthering the statutory goal of providing  
2 access to low-income consumers.”<sup>46</sup>

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

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

12 **D. Designation of Stand Up Wireless as an ETC Will Benefit Low Income**  
13 **Consumers in the State of Arizona.**

14 Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable  
15 consumer protection and service quality standards<sup>47</sup>; Stand Up Wireless will satisfy all such  
16 standards. As part of its certification requirements for providing local exchange services, Stand  
17 Up Wireless must abide by the service quality and consumer protection rules. In addition, Stand  
18 Up Wireless commits to reporting information on consumer complaints per 1,000 lines on an  
19 annual basis consistent with the FCC’s USF Order.<sup>48</sup> Stand Up Wireless in general commits to  
20 satisfying all such applicable state and federal requirements related to consumer protection and  
21 service quality standards.

22 Designation of the Company as an ETC on a wireless basis will make Lifeline and Link-Up  
23 discounts available to many more Arizona residents. This provision of Lifeline and Link-Up  
24 discounts is particularly valuable to low-income customers in the wireless field, where, to Stand  
25

26 <sup>46</sup> TracFone Forbearance Order, at ¶ 17.

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

28 <sup>48</sup> USF Order at ¶4.

1 Up Wireless' knowledge, there is a limited number of wireless providers offering USF supported  
2 service and even fewer offering the same with absolutely no monthly recurring charge to the end-  
3 user. As such, the service for which Stand Up Wireless seeks ETC status is unique.

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

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

14 **VII. STAND UP WIRELESS WILL COMPLY WITH THE CERTIFICATION AND**  
15 **VERIFICATION REQUIREMENTS.**

16 The FCC Rules require each ETC to comply with certification of eligibility and verification  
17 of continued eligibility for participation in the Lifeline program.<sup>49</sup> Stand Up Wireless has internal  
18 controls in place to prevent subscribers from receiving more than one Lifeline discount.  
19 Consistent with federal requirements, Stand Up Wireless requires customers to self-certify at the  
20 time of service activation and annually thereafter that they: 1) are the head of household; 2)  
21 participate in one of the state-approved means tested programs; 3) will be receiving Lifeline-  
22 supported services only from Stand Up Wireless; 4) do not currently receive Lifeline support; and  
23 5) will notify Stand Up Wireless in the event that they no longer participate in the qualifying  
24 program. Verification of continued eligibility is accomplished by Stand Up Wireless' annual  
25 certification/verification process, in strict compliance with state and federal guidelines.

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<sup>49</sup> 47 C.F.R. § 54.410.

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

3 **VIII. STAND UP WIRELESS WILL SATISFY THE FOLLOWING ACC CONDITIONS.**

4 The Commission's most recent wireless ETC order, *Tracfone Wireless*, Decision No.  
5 72222 (March 9, 2011) granted an ETC designation subject to several conditions. Stand Up  
6 Wireless agrees to similar conditions, specifically:

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

1 support received and an affidavit stating that Lifeline discounts or the equivalent  
2 are equal to the amount of total federal USF support per line. The annual filing shall  
3 be submitted as a compliance item in this docket; and

- 4 8. That Stand Up Wireless submit a quarterly report detailing the total number of  
5 Lifeline customers, the total number of customers removed from the customer base  
6 due to 60-day inactivity, the number of customers removed from the customer base  
7 due to annual verification, and the total number of customers who voluntarily  
8 relinquished Lifeline service. The quarterly report should be submitted as a  
9 compliance item in this docket on the 15 of the month following the end of the  
10 quarter.

11 Decision No. 72222 at p. 8.

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

14 **CONCLUSION**

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

21 RESPECTFULLY SUBMITTED this 24<sup>th</sup> day of October, 2011.

22 ROSHKA DEWULF & PATTEN, PLC

23  
24  
25 By \_\_\_\_\_  
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Jackson, Mississippi 39205-0427

Original and 13 copies of the foregoing  
filed this 24<sup>th</sup> day of October 2011 with:

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

Copy of the foregoing hand-delivered/mailed  
this 24<sup>th</sup> day of October 2011 to:

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

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Director, Utilities Division  
Arizona Corporation Commission  
1200 West Washington  
Phoenix, Arizona 85007

By Mary Spollets

**EXHIBITS**

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- Exhibit A Zip Code List for ETC Designation
- Exhibit B Articles of Incorporation and Application to Transact Business in Arizona
- Exhibit C Standard Terms and Conditions
- Exhibit D Sample Advertisements

# EXHIBIT

"A"

SAC	Legal Name of ILEC	Type	Monthly Support \$ Per Customer	Monthly Free Minutes Per Customer
452191	Accipiter Communications, Inc.	Rural	\$15.00	150
452171	Arizona Telephone Company	Rural	\$15.00	150
454426	Citizens Telecommunications Co. of the White Mountains, Inc.	Rural	\$15.00	150
452172	Citizens Utilities Rural Telephone Company, Inc.	Rural	\$15.00	150
452176	Copper Valley Telephone, Inc	Rural	\$15.00	150
452226	Midvale Telephone Exchange, Inc.	Rural	\$15.00	150
454449	Navajo Communications Company, Inc.	Rural	\$39.00	Unlimited Voice
		Tribal lands only		
455101	Qwest Corporation	Non-Rural	\$15.00	150
552356	Rio Virgin Telephone Co. Inc.	Rural	\$15.00	150
502286	South Central Utah Tel. Assn. Inc.	Rural	\$15.00	150
452174	Southwestern Telephone Company	Rural	\$15.00	150
453334	Table Top Telephone Co., Inc	Rural	\$15.00	150
		Tribal lands only		
452176	Valley Telephone Cooperative, Inc.	Rural	\$39.00	Unlimited Voice
452302	Verizon California, Inc.	Rural	\$15.00	150
		Rural	\$15.00	150

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85001	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85002	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85003	Phoenix	AZ	2.07494	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85004	Phoenix	AZ	1.9965	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85005	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85006	Phoenix	AZ	4.01838	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85007	Phoenix	AZ	4.60395	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85008	Phoenix	AZ	9.91414	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85009	Phoenix	AZ	13.9013	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85010	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85011	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85012	Phoenix	AZ	1.99505	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85013	Phoenix	AZ	4.0535	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85014	Phoenix	AZ	4.02791	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85015	Phoenix	AZ	4.94558	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85016	Phoenix	AZ	10.4776	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85017	Phoenix	AZ	5.04674	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85018	Phoenix	AZ	9.59692	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85019	Phoenix	AZ	3.96029	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85020	Phoenix	AZ	9.35703	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85021	Phoenix	AZ	7.13698	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85022	Phoenix	AZ	9.06293	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85023	Phoenix	AZ	7.4793	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85024	Phoenix	AZ	11.5686	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85025	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85026	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85027	Phoenix	AZ	11.4219	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85028	Phoenix	AZ	9.60476	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85029	Phoenix	AZ	9.35807	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85030	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85031	Phoenix	AZ	4.01592	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85032	Phoenix	AZ	12.4285	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85033	Phoenix	AZ	5.92385	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85034	Phoenix	AZ	11.8977	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85035	Phoenix	AZ	4.97714	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85036	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85037	Phoenix	AZ	8.64391	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85038	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85040	Phoenix	AZ	9.99458	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85041	Phoenix	AZ	15.4243	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85042	Phoenix	AZ	10.5169	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85043	Phoenix	AZ	23.7131	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85044	Phoenix	AZ	8.71034	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85045	Phoenix	AZ	3.85774	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85046	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85048	Phoenix	AZ	34.5798	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85050	Phoenix	AZ	15.8076	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85051	Phoenix	AZ	6.33599	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85053	Phoenix	AZ	5.18821	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85054	Phoenix	AZ	14.173	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85055	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85060	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85061	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85062	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85063	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85064	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85065	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85066	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85067	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85068	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85069	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85070	Laveen	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85071	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85072	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85074	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85075	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85076	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85078	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85079	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85080	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85082	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85083	Phoenix	AZ	6.8431	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85085	Phoenix	AZ	57.1198	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85086	Phoenix	AZ	54.0346	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85087	New River	AZ	126.053	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85096	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85097	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85098	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85099	Phoenix	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85117	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85118	Apache Junction	AZ	142.266	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85119	Apache Junction	AZ	34.7793	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85120	Apache Junction	AZ	17.0202	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85121	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85122	Casa Grande	AZ	61.4908	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85123	Arizona City	AZ	12.9875	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85127	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85128	Coolidge	AZ	104.652	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85130	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85131	Eloy	AZ	535.511	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85132	Florence	AZ	862.386	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85138	Maricopa	AZ	131.738	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85139	Maricopa	AZ	512.934	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85140	Queen Creek	AZ	119.964	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85141	Eloy	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85142	Queen Creek	AZ	77.586	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85143	Queen Creek	AZ	40.5711	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85145	Red Rock	AZ	15.0549	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85172	Stanfield	AZ	44.5521	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85178	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85190	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85191	Coolidge	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85193	Casa Grande	AZ	536.32	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85194	Casa Grande	AZ	69.7628	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85201	Mesa	AZ	9.80727	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85202	Mesa	AZ	6.8779	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85203	Mesa	AZ	10.6681	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85204	Mesa	AZ	10.2247	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85205	Mesa	AZ	10.0761	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85206	Mesa	AZ	9.71268	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85207	Mesa	AZ	29.1654	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602

Gila River Telecomm, Inc

Gila River Telecomm, Inc

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85208	Mesa	AZ	8.54462	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85209	Mesa	AZ	11.9738	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85210	Mesa	AZ	6.47999	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85211	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85212	Mesa	AZ	29.8124	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85213	Mesa	AZ	9.23432	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85214	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85215	Mesa	AZ	38.8069	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85216	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85217	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85218	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85219	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85220	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85221	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85222	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85223	Eloy	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85224	Chandler	AZ	9.07872	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85225	Chandler	AZ	12.5914	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85226	Chandler	AZ	46.0218	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85227	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85228	Coolidge	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85230	Casa Grande	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85231	Eloy	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85232	Florence	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85233	Gilbert	AZ	9.98962	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85234	Gilbert	AZ	11.7162	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85236	Higley	AZ	0.729186	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85238	MariCopa	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85239	MariCopa	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85240	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85241	Eloy	AZ	0	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85242	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85243	Queen Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85244	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85245	Red Rock	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85246	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85247	Chandler	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602

Tohono O'odham Utility, Authority

Gila River Telecomm, Inc

Tohono O'odham Utility, Authority

Partial Tribal Lands Covered  
Gila River Telecomm, Inc

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85248	Chandler	AZ	284.86	Phoenix_AZ	PHXCGRS20	CASA GRANDE, AZ 520
85249	Chandler	AZ	18.1299	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85250	Scottsdale	AZ	4.64279	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85251	Scottsdale	AZ	6.92509	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85252	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85253	Paradise Valley	AZ	17.6609	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85254	Scottsdale	AZ	13.4463	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85255	Scottsdale	AZ	89.5114	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85256	Scottsdale	AZ	72.5617	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85257	Scottsdale	AZ	6.77339	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85258	Scottsdale	AZ	8.47187	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85259	Scottsdale	AZ	13.61	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85260	Scottsdale	AZ	14.8962	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85261	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85263	Rio Verde	AZ	28.045	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85266	Scottsdale	AZ	16.9862	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85267	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85268	Fountain Hills	AZ	20.3811	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85269	Fountain Hills	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85271	Scottsdale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85272	Stanfield	AZ	0	Phoenix_AZ	PHXCGRS20	CASA GRANDE, AZ 520
85274	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85275	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85277	Mesa	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85278	Apache Junction	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85280	Tempe	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85281	Tempe	AZ	13.8455	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85282	Tempe	AZ	10.9108	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85283	Tempe	AZ	8.90916	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85284	Tempe	AZ	7.61837	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85285	Tempe	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85286	Chandler	AZ	17.4077	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85287	Tempe	AZ	0.352642	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85291	Coolidge	AZ	0	Phoenix_AZ	PHXCGRS20	CASA GRANDE, AZ 520
85293	Casa Grande	AZ	0	Phoenix_AZ	PHXCGRS20	CASA GRANDE, AZ 520
85294	Casa Grande	AZ	0	Phoenix_AZ	PHXCGRS20	CASA GRANDE, AZ 520
85295	Gilbert	AZ	11.9048	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85296	Gilbert	AZ	11.0238	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85297	Gilbert	AZ	10.9028	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85298	Gilbert	AZ	11.2439	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85299	Gilbert	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85301	Glendale	AZ	9.65106	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85302	Glendale	AZ	6.01625	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85303	Glendale	AZ	5.91928	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85304	Glendale	AZ	5.87691	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85305	Glendale	AZ	6.00311	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85306	Glendale	AZ	5.73753	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85307	Glendale	AZ	11.7391	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85308	Glendale	AZ	17.4192	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85309	Luke AFB	AZ	3.36535	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85310	Glendale	AZ	11.4666	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85311	Glendale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85312	Glendale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85318	Glendale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85322	Arlington	AZ	39.6094	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85323	Avondale	AZ	41.6072	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85326	Buckeye	AZ	2045.22	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85327	Cave Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85328	Cibola	AZ	125.653	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85329	Avondale	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85331	Cave Creek	AZ	84.0175	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85333	Dateland	AZ	212.749	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85334	Cibola	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85335	El Mirage	AZ	11.1217	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85336	Somerton	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85337	Gila Bend	AZ	80.3473	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85338	Goodyear	AZ	73.4476	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85339	Laveen	AZ	244.683	Phoenix_AZ	PHXCGR520	CASA GRANDE, AZ 520
85340	Litchfield Park	AZ	26.6378	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85342	Morristown	AZ	127.549	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85343	Palo Verde	AZ	4.1647	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85345	Peoria	AZ	13.5593	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85346	Parker	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85349	Somerton	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520

Gila River Telecomm, Inc

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85350	Somerton	AZ	102.176	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85351	Sun City	AZ	11.6365	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85352	Wellton	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85353	Tolleson	AZ	22.1758	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85354	Tonopah	AZ	336.296	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85355	Waddell	AZ	15.9137	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85358	Wickenburg	AZ	0	Phoenix_AZ	PHXWCB928	WICKENBURG, AZ 928
85359	Parker	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85360	Lake Havasu City	AZ	0	LakeHavasuCity_AZ	NMXLHC520	LAKE HAVASU CITY, NV 520
85361	Wittmann	AZ	118.522	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85363	Youngtown	AZ	1.43119	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85364	Yuma	AZ	29.9585	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85365	Yuma	AZ	291.868	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85366	Yuma	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85367	Yuma	AZ	29.3254	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85369	Yuma	AZ	0	Yuma_AZ	NMXYUM520	YUMA, AZ 520
85372	Sun City	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85373	Sun City	AZ	98.6633	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85374	Surprise	AZ	16.4798	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85375	Sun City West	AZ	13.529	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85376	Sun City West	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85377	Cave Creek	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85378	Surprise	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85379	Surprise	AZ	13.6592	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85380	Peoria	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85381	Peoria	AZ	6.64854	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85382	Peoria	AZ	10.1887	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85383	Peoria	AZ	62.4044	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85385	Peoria	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85387	Surprise	AZ	63.5944	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85388	Surprise	AZ	10.1251	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85392	Avondale	AZ	9.74699	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85395	Goodyear	AZ	16.6714	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85396	Buckeye	AZ	170.937	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85502	Globe	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85532	Miami	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85547	Payson	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85553	Payson	AZ	0	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602
85603	Bisbee	AZ	237.782	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85605	San Simon	AZ	0	SierraVista_AZ	NMXWLC520	WILLCOX, AZ 520
85606	Cochise	AZ	232.973	SierraVista_AZ	NMXBNS520	BENSON, AZ 520
85608	Douglas	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85609	Cochise	AZ	0	SierraVista_AZ	NMXBNS520	BENSON, AZ 520
85613	Fort Huachuca	AZ	51.4268	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85614	Green Valley	AZ	148.294	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85616	Huachuca City	AZ	133.465	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85617	MC Neal	AZ	208.328	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85618	Mammoth	AZ	11.3304	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85619	Mount Lemmon	AZ	192.177	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85620	Bisbee	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85622	Green Valley	AZ	21.2053	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85623	Oracle	AZ	124.521	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85626	Douglas	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85627	Benson	AZ	0	SierraVista_AZ	NMXBNS520	BENSON, AZ 520
85628	Nogales	AZ	0	Phoenix_AZ	PHXNOG520	NOGALES, AZ 520
85629	Sahuarita	AZ	110.557	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85630	Saint David	AZ	292.344	SierraVista_AZ	NMXBNS520	BENSON, AZ 520
85631	San Manuel	AZ	719.245	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85632	San Simon	AZ	1099.22	SierraVista_AZ	NMXWLC520	WILLCOX, AZ 520
85635	Sierra Vista	AZ	150.896	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85636	Sierra Vista	AZ	0	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85640	Tumacacori	AZ	58.5526	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85641	Vail	AZ	569.519	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85644	Willcox	AZ	0	SierraVista_AZ	NMXWLC520	WILLCOX, AZ 520
85645	Amado	AZ	191.767	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85646	Tumacacori	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85648	Rio Rico	AZ	170.448	Phoenix_AZ	PHXNOG520	NOGALES, AZ 520
85650	Sierra Vista	AZ	76.6289	SierraVista_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85652	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85653	Marana	AZ	435.311	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85654	Marana	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85655	Douglas	AZ	0	Phoenix_AZ	NMXSVT520	SIERRA VISTA, AZ 520
85658	Marana	AZ	180.888	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85662	Nogales	AZ	0	Phoenix_AZ	PHXNOG520	NOGALES, AZ 520

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85670	Sierra Vista	AZ	0	SierraVista_AZ	NMXSVTS20	SIERRA VISTA, AZ 520
85701	Tucson	AZ	1.4247	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85702	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85703	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85704	Tucson	AZ	18.3345	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85705	Tucson	AZ	14.0511	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85706	Tucson	AZ	14.0135	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85707	Tucson	AZ	18.2149	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85708	Tucson	AZ	1.18028	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85709	Tucson	AZ	0.341624	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85710	Tucson	AZ	12.036	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85711	Tucson	AZ	8.73792	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85712	Tucson	AZ	6.61126	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85713	Tucson	AZ	22.7347	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85714	Tucson	AZ	5.47115	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85715	Tucson	AZ	6.9416	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85716	Tucson	AZ	7.09084	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85717	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85718	Tucson	AZ	23.5496	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85719	Tucson	AZ	7.94436	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85721	Tucson	AZ	0.188679	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85722	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85723	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85724	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85725	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85726	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85728	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85730	Tucson	AZ	13.2883	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85731	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85732	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85733	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85734	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85735	Tucson	AZ	210.737	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85737	Tucson	AZ	15.1045	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85738	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85739	Tucson	AZ	33.2014	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85740	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85741	Tucson	AZ	9.25427	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85742	Tucson	AZ	34.5261	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85743	Tucson	AZ	107.092	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85744	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85745	Tucson	AZ	46.1707	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85746	Tucson	AZ	129.938	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85747	Tucson	AZ	58.6938	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85748	Tucson	AZ	23.7209	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85749	Tucson	AZ	34.0966	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85750	Tucson	AZ	17.5701	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85751	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85752	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85754	Tucson	AZ	0	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85755	Tucson	AZ	34.9906	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85756	Tucson	AZ	71.1229	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85757	Tucson	AZ	20.864	Phoenix_AZ	PHXTUC520	TUCSON, AZ 520
85942	Holbrook	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86002	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86003	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86004	Flagstaff	AZ	892.408	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86011	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86015	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86017	Flagstaff	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86018	Williams	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86023	Williams	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86025	Holbrook	AZ	779.453	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86028	Holbrook	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86029	Holbrook	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86032	Winslow	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86301	Prescott	AZ	39.342	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86302	Prescott	AZ	0	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86304	Prescott	AZ	0	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86312	Prescott Valley	AZ	0	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86313	Prescott	AZ	0	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86314	Prescott Valley	AZ	23.6316	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86315	Prescott Valley	AZ	55.0675	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86320	Ash Fork	AZ	358.19	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520

Partial Tribal Lands Covered

Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
86322	Camp Verde	AZ	91.6136	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86325	Cornville	AZ	64.525	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86326	Cottonwood	AZ	191.425	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86327	Dewey	AZ	148.549	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86329	Dewey	AZ	0	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86330	Prescott	AZ	0	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86331	Clarkdale	AZ	0	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86333	Mayer	AZ	643.011	Flagstaff_AZ	NMXPRE520	PRESCOTT, AZ 520
86335	Rimrock	AZ	35.8757	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86339	Sedona	AZ	0	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86340	Sedona	AZ	0	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86341	Sedona	AZ	0	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86342	Rimrock	AZ	0	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86351	Sedona	AZ	39.4157	Flagstaff_AZ	NMXSED520	SEDONA, AZ 520
86402	Kingman	AZ	0	LakeHavasuCity_AZ	NMXKGM520	KINGMAN, AZ 520
86403	Lake Havasu City	AZ	15.8855	LakeHavasuCity_AZ	NMXLHC520	LAKE HAVASU CITY, NV 520
86404	Lake Havasu City	AZ	381.352	LakeHavasuCity_AZ	NMXLHC520	LAKE HAVASU CITY, NV 520
86405	Lake Havasu City	AZ	0	LakeHavasuCity_AZ	NMXLHC520	LAKE HAVASU CITY, NV 520
86409	Kingman	AZ	85.1426	LakeHavasuCity_AZ	NMXKGM520	KINGMAN, AZ 520
86412	Kingman	AZ	0	LakeHavasuCity_AZ	NMXKGM520	KINGMAN, AZ 520
86413	Golden Valley	AZ	624.493	LakeHavasuCity_AZ	NMXKGM520	KINGMAN, AZ 520
86426	Fort Mohave	AZ	32.1641	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86427	Fort Mohave	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86429	Bullhead City	AZ	37.4888	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86430	Bullhead City	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86431	Kingman	AZ	0	LakeHavasuCity_AZ	NMXKGM520	KINGMAN, AZ 520
86436	Topock	AZ	70.4495	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86438	Bullhead City	AZ	0	LakeHavasuCity_AZ	NMXLHC520	LAKE HAVASU CITY, NV 520
86439	Bullhead City	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86440	Mohave Valley	AZ	95.6924	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86446	Bullhead City	AZ	0	LasVegas_NV	NEVBUL520	BULLHEAD CITY, AZ 520
86506	Ganado	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86512	Chambers	AZ	0	Flagstaff_AZ	NMXFLA520	FLAGSTAFF, AZ 520
86555	Douglas	AZ	0	SierraVista_AZ	NMXBNS520	BENSON, AZ 520

Fort Mojave Telecomm, Inc.  
Fort Mojave Telecomm, Inc.

Fort Mojave Telecomm, Inc.

Table Top Tel Company, Inc.  
Table Top Tel Company, Inc.

# EXHIBIT

"B"

**COMMISSIONERS**  
GARY PIERCE - Chairman  
BOB STUMP  
SANDRA D. KENNEDY  
PAUL NEWMAN  
BRENDA BURNS



ERNEST G. JOHNSON  
Executive Director  
  
PATRICIA L. BARFIELD  
Director, Corporations Division

**ARIZONA CORPORATION COMMISSION**

October 4, 2011

GLOBAL CONNECTIONS INC  
5555 OAKBROOK PKWY STE 620  
NORCROSS, GA 30093

RE: GLOBAL CONNECTION INC. OF AMERICA  
File Number: FI7018452

We are pleased to notify you that the Application for Authority to transact business or conduct affairs in Arizona for the above-referenced entity **HAS BEEN APPROVED**.

You must publish a copy of the Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is enclosed and is also posted on the Commission website. Publication must be completed **WITHIN 60 DAYS** after October 4, 2011, which is the date the document was approved for filing by the Commission. The corporation may be subject to revocation of authority if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

Corporations are required to file an Annual Report with the Commission. Your Annual Report is due on 10/03/2012, and on the anniversary of that date each subsequent year. It is your responsibility to file the corporation's Annual Report by the deadline each year. You can visit our website at [www.azcc.gov/divisions/corporations](http://www.azcc.gov/divisions/corporations) to electronically file your annual report. You can also complete the form online, print it out and mail it in, or you can call the Annual Reports section at 602-542-3285.

Corporations must notify the Commission immediately, in writing, if they change their corporate address, statutory agent, or statutory agent address. Address change orders must be signed by a duly authorized corporate officer. A forwarding order placed with the U.S. Postal Service is not sufficient to change your address with the Commission.

We strongly recommend you periodically monitor your corporation's record with the Commission, which can be viewed at [www.azcc.gov/Divisions/Corporations](http://www.azcc.gov/Divisions/Corporations). If you have questions or need further information please contact us at (602) 542-3026 in Phoenix, or Toll Free (Arizona Residents only) at 1-800-345-5819.

Sincerely,  
Yvonne Contreras  
Examiner, Corporations Division

CF:07  
REV. 01/2009

COPY

**AFFIDAVIT OF PUBLICATION  
for Corporation Commission**

**ARIZONA CAPITOL TIMES**

P.O. Box 2260  
Phone: (602) 258-7026

Phoenix, AZ 85002  
Fax: (602) 258-2504

RECEIVED

OCT 17 2011

ARIZONA CORP. COMMISSION  
CORPORATION DIVISION

**GLOBAL CONNECTION INC. OF  
AMERICA**

STATE OF ARIZONA )  
County of Maricopa ) ss

I, Laura M. Kaminski as Public Notices Manager of the Arizona Capitol Times, am authorized as agent to make this affidavit of publication. Under oath, I state that the following is true and correct.

The Arizona Capitol Times is a newspaper which is published weekly, is of general circulation and is in compliance with Arizona Revised Statutes §§ 10-140.34 & 39-201.A & B. The notice will be/has been published 3 consecutive times in the newspaper listed above.

DATES OF PUBLICATION:  
10/14/2011, 10/21/2011, 10/28/2011

THE NAME OF THE CORPORATION: GLOBAL CONNECTION INC. OF AMERICA

CORPORATE FILE NUMBER: F-1701845-2

TYPE OF DOCUMENT: APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS IN ARIZONA

AUTHORIZED  
SIGNATURE: \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME  
ON THE 14th day of October, 2011

NOTARY SIGNATURE: \_\_\_\_\_



APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS IN ARIZONA

The name of the corporation is: Global Connection Inc. of America, A(n) Georgia Corporation.

[X] We are a foreign corporation applying for authority to transact business in the state of Arizona.

1. The exact name of the foreign corporation is: Global Connection Inc. of America. If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is: (blank) (FN).

2. The name of the state, province or country in which the foreign corporation is incorporated is: Georgia.

3. The foreign corporation was incorporated on the 1st day of June, 1998 and the period of its duration is: perpetual.

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is: 5555 Oakbrook Parkway, Suite 620, Norcross, GA 30093.

5. The name and street address of the statutory agent for the foreign corporation in Arizona is: Corporation Service Company, 2338 W. Royal Palm Road, Suite J, Phoenix, AZ 85021.

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is: None.

5.b. General correspondence should be mailed to the address specified above in section 4 [X] or section 5a [ ].

6. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state, province or country under whose law the foreign corporation is incorporated, with the following limitations, if any: None.

7. The names and usual business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.) David M. Skogen, CEO/President [title], 5555 Oakbrook Parkway, Suite 620, Norcross, GA 30093; Edward W. Smith, CFO/Secretary [title], 5555 Oakbrook Parkway, Suite 620, Norcross, GA 30093; Dan Lonergan, Director [title], 5555 Oakbrook Parkway, Suite 620, Norcross, GA 30093.

8. The foreign corporation is authorized to issue 5000 shares, itemized as follows: (Attach additional sheets if necessary.) 5000 shares of Common [class or series] stock at par value of \$1.00 per share.

9. The foreign corporation has issued 0 shares, itemized as follows: (Attach additional sheets if necessary.) (blank) shares of (blank) [class or series] stock at [ ] no par value or par value of \$(blank) per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is: telecommunications services. Dated this 16th day of August, 2011. Signature /s/ David M. Skogen, CEO/President.

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT  
The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 16th day of August, 2011. Corporation Service Company, By: /s/ Amy Gudgel, Asst. V.P.

10/14, 10/21, 10/28, 2011 editions Arizona Capitol Times

RECEIVED OCT 24 2011



AZ CORPORATION COMMISSION  
FILED

SEP 27 2011

AZ CORPORATION  
FILED

AUG 19 2011

FILE NO. F-1701845-2

FILE NO. F-1701845-2

DO NOT PUBLISH  
THIS SECTION

1. The corporation name must contain a distinctive ending which may be "corporation," "incorporated," "company," or "limited," or the abbreviation for any of these words. If you intend to use a name which is not distinctive for use in Arizona, you must obtain a fictitious name certificate from the Arizona Secretary of State. Do not use a name which is identical to the name of any corporation, partnership, or other legal entity existing in Arizona.

2. You must provide the true location in which your corporation was organized or incorporated. Do not use a bank, or state, or other office.

3. The name of the corporation does not require an "Arizona" suffix. If any person provides the street address of the statutory agent in Arizona, the name of the city or town and the state must also be provided.

4. The statutory agent must provide a current address. If the agent has a P.O. box, then they must also provide a city or street address in Arizona.

APPLICATION FOR AUTHORITY  
TO TRANSACT BUSINESS  
IN ARIZONA  
Pursuant to A.R.S. § 10-1503

The name of the corporation is: Global Connection Inc. of America

A(n) Georgia Corporation  
(State or Country)

We are a foreign corporation applying for authority to transact business in the state of Arizona.

1. The exact name of the foreign corporation is:  
Global Connection Inc. of America

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:  
STAND UP WIRELESS (FN)

2. The name of the state or country in which the foreign corporation is incorporated is:  
Georgia

3. The foreign corporation was incorporated on the 1st day of June 1998 and the period of its duration is: perpetual

4. The street address of the principal office of the foreign corporation in the state or country of its incorporation is:  
5555 Oakbrook Parkway, Suite 620  
Norcross, GA 30093

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:  
Corporation Service Company  
2338 W Royal Palm Road, Suite 1  
Phoenix, AZ 85021

AZ CORPORATION COMMISSION  
FILED

SEP 16 2011

FILE NO. F-1701845-2

Page 3 of 5 AZ CORPORATION COMMISSION  
FILED

AUG 31 2011

FILE NO. F-1701845-2

DO NOT PUBLISH THIS SECTION

5.a. Response to questions 5.a. through 5.c. are to be included in the filing of this form.

5.b. The purpose of this corporation is to engage in any and all lawful business in which corporations may engage in the state or country under whose law the foreign corporation is incorporated, with the following limitations if any:

5.c. The names and business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

Page 4 of 5

5.a. The street address of the known place of business of the foreign corporation in Arizona IF DIFFERENT from the street address of the statutory agent is:  
NONE

5.b. General correspondence should be mailed to the address specified above in section 4 X or section 5a \_\_\_\_\_.

5.c. The purpose of the corporation is to engage in any and all lawful business in which corporations may engage in the state or country under whose law the foreign corporation is incorporated, with the following limitations if any:  
NONE

5.c. The names and business addresses of the current directors and officers of the foreign corporation are: (Attach additional sheets if necessary.)

Name: David M. Skogen, CEO/President (Title)  
Address: 5555 Oakbrook Parkway, Suite 620  
City, State, Zip: Norcross, GA 30093

Name: Edward W. Smith, CFO/Secretary (Title)  
Address: 5555 Oakbrook Parkway, Suite 620  
City, State, Zip: Norcross, GA 30093

Name: Dan Lonergan, Director (Title)  
Address: 5555 Oakbrook Parkway, Suite 620  
City, State, Zip: Norcross, GA 30093

5.d. The foreign corporation is authorized to issue 5000 shares, identified as follows: (Attach additional sheets if necessary.)

5000 shares of Common (class or series) stock at \_\_\_\_\_  
incorporation or par value of \$ 1.00 per share.

\_\_\_\_\_ shares of \_\_\_\_\_ (class or series) stock at \_\_\_\_\_  
incorporation or par value of \$ \_\_\_\_\_ per share.

\_\_\_\_\_ shares of \_\_\_\_\_ (class or series) stock at \_\_\_\_\_  
incorporation or par value of \$ \_\_\_\_\_ per share.

\_\_\_\_\_ shares of Class B Common at \_\_\_\_\_ per share

Arizona Corporation Commission  
Corporations Division

DO NOT PUBLISH THIS SECTION

9. The total number of shares issued... (class or series) stock at... per share.

The application must be accompanied by the following: 1. Certificate of Incorporation...

A certified copy of the articles of incorporation... 2. Certificate of Appointment...

The agent must consent to the appointment by signing and returning...

Form 2001-1001

9. The foreign corporation has issued 0 shares, itemized as follows: shares of [class or series] stock at... per share.

10. The character of business the foreign corporation initially intends to conduct in Arizona is: telecommunications services

Dated this 16th day of August, 2011

Signature: [Signature] (must be signed by a duly authorized officer) David M. Skogen CEO/President

PHONE [optional] FAX [optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 16th day of August, 2011

Signature: [Signature] Amy Gudgel, Asst. v.P. (Print Name)

Corporation Service Company

(If signing on behalf of a company serving as statutory agent, print company name here)



**CERTIFICATE OF DISCLOSURE**

A.R.S. §10-202(D) (for-profits and financial institutions) or §10-3202(D) (nonprofits)

Global Connection Inc. of America  
EXACT CORPORATE NAME

- A. Has any person (i) who is currently an officer, director, trustee, incorporator, or (ii) (for-profits and financial institutions only) who controls or holds over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation been:
1. Convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  2. Convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
  3. Subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
    - (a) involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
    - (b) involved the violation of the consumer fraud laws of that jurisdiction; or
    - (c) involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes \_\_\_\_\_ No X

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. The nature and description of each conviction or judicial action, including the date and location, the court and public agency involved and file or cause number of case.

C. Has any person (i) who is currently an officer, director, trustee, incorporator, or (ii) (for-profits and financial institutions only) who controls or holds over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation served in any such capacity or held a twenty per cent interest in any other corporation in any jurisdiction on the bankruptcy or receivership of the other corporation?

Yes \_\_\_\_\_ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the other corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the other corporation:
  - (a) was incorporated.
  - (b) has transacted business.
4. Dates of corporate operation.
5. Case information for bankruptcy or receivership (date, case number, court).

Under penalties of law, the undersigned incorporator(s)/officer(s)/director(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY  BY \_\_\_\_\_

PRINT NAME David M. Skogen PRINT NAME \_\_\_\_\_

TITLE President DATE 08/16/11 TITLE \_\_\_\_\_ DATE \_\_\_\_\_

ARIZONA CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days any person becomes an officer, director, trustee or (for-profits or financial institutions) person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in the disclosure, the corporation must file a SUPPLEMENTAL certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

FINANCIAL INSTITUTIONS: MUST BE SIGNED BY TWO (2) DULY AUTHORIZED OFFICERS OR DIRECTORS OF THE CORPORATION.

# STATE OF GEORGIA

## Secretary of State

Corporations Division  
313 West Tower  
2 Martin Luther King, Jr. Drive  
Atlanta, Georgia 30334-1530

### CERTIFICATE OF EXISTENCE

I, Brian P. Kemp, Secretary of State and the Corporations Commissioner of the state of Georgia, hereby certify under the seal of my office that

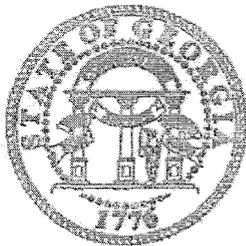
#### GLOBAL CONNECTION INC. OF AMERICA

##### Domestic Profit Corporation

was formed or was authorized to transact business on 06/01/1998 in Georgia. Said entity is in compliance with the applicable filing and annual registration provisions of Title 14 of the Official Code of Georgia Annotated and has not filed articles of dissolution, certificate of cancellation or any other similar document with the office of the Secretary of State.

This certificate relates only to the legal existence of the above-named entity as of the date issued. It does not certify whether or not a notice of intent to dissolve, an application for withdrawal, a statement of commencement of winding up or any other similar document has been filed or is pending with the Secretary of State.

This certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence that said entity is in existence or is authorized to transact business in this state.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 29th day of August, 2011

A handwritten signature in black ink, appearing to read "B. P. Kemp". The signature is fluid and cursive.

Brian P. Kemp  
Secretary of State

Control No. K821083

# STATE OF GEORGIA

Secretary of State

Corporations Division

313 West Tower

2 Martin Luther King, Jr. Drive

Atlanta, Georgia 30334-1530

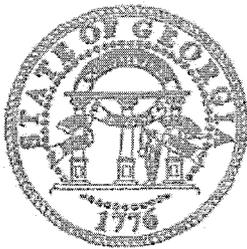
## Certified Copy

I, Brian P. Kemp, Secretary of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

### GLOBAL CONNECTION INC. OF AMERICA

Domestic Profit Corporation

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the 1st day of June, 1998 its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia. This Certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.



WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 26th day of September, 2011

A handwritten signature in black ink, appearing to read "B. P. Kemp".

Brian P. Kemp  
Secretary of State

# Secretary of State

Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr., Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9821083  
EFFECTIVE DATE: 06/01/1998  
COUNTY : DEKALB  
REFERENCE : 0047  
PRINT DATE : 06/03/1998  
FORM NUMBER : 311

SAM ABDALLAH  
3783 PRESIDENTIAL PKWY  
SUITE 117  
ATLANTA GA 30340

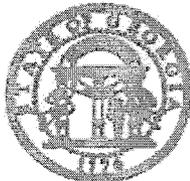
## CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

### GLOBAL CONNECTION INC. OF AMERICA A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Lewis A. Massey*  
LEWIS A. MASSEY  
SECRETARY OF STATE

ARTICLES OF INCORPORATION  
GLOBAL CONNECTION INC. OF AMERICA

ARTICLE I - NAME

The name of this Corporation is

GLOBAL CONNECTION INC. OF AMERICA

ARTICLE II - CAPITAL SHARES AUTHORIZED

The number of shares the corporation is authorized to issue is Five Thousand (5,000) of Common stock having a par value of One Dollar (\$1.00) each.

ARTICLE III - REGISTERED OFFICE

The street address of the initial registered office of the corporation is 3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340, DeKalb County, Georgia, and the name of the initial registered agent of the corporation at such address is SAM ABDALLAH.

ARTICLE IV - INCORPORATOR

The name and address of the incorporator is:

SAM ABDALLAH  
3783 Presidential Pkwy., Suite 117  
ATLANTA, GEORGIA 30340

ARTICLE V - PRINCIPAL OFFICE

The mailing address of the initial principal office of the corporation is 3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340

ARTICLE VI - INITIAL DIRECTORS AND OFFICERS

The names and address of the initial Directors and Officers are:

SAM ABDALLAH, Director & President  
3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 15th day of May, 1998.

  
SAM ABDALLAH  
Incorporator & Registered Agent



LEWIS A. MASSEY  
Secretary of State

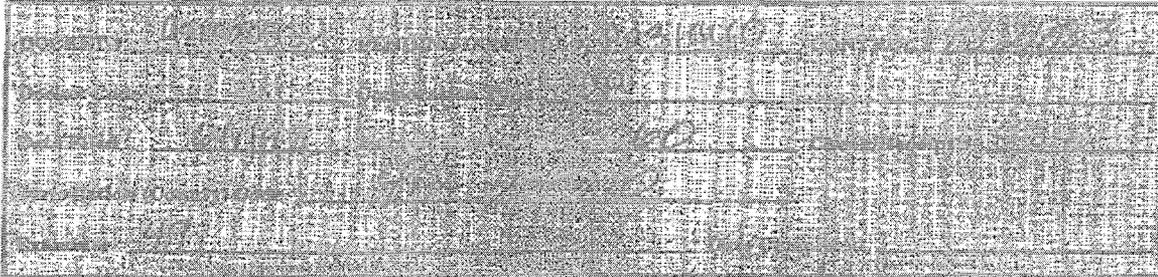
OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
Suite 316, West Tower, 2 Martin Luther King Jr., Drive  
Atlanta, Georgia 30334-1690  
(404) 658-2817

CATHY COX  
Assistant Secretary of State -  
Operations

TRANSMITTAL INFORMATION  
NEW GEORGIA PROFIT OR NONPROFIT CORPORATIONS

WARREN H. RARY  
Director

DO NOT WRITE IN SHADED AREA - SOG USE ONLY



NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.

1.	981341233	08/12/1998
	Corporate Name Reservation Number	Reservation Expiration Date
	GLOBAL CONNECTION INC. OF AMERICA	
	Corporate Name	
2.	SAM ABDALLAH	770-452-0066
	Applicant/Attorney	Telephone Number
	3783 PRESIDENTIAL PKWY, SUITE 807	
	Address	
	ATLANTA	30340
	City	Zip Code
3.	<p>NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)</p> <ol style="list-style-type: none"> <li>1. This Transmittal Form.</li> <li>2. The original and one copy of the Articles of Incorporation.</li> <li>3. A filing fee of \$60.00 payable to Secretary of State. Filing fees are non-refundable.</li> </ol> <p>NOTE: DO NOT submit this form if you are changing the name of an existing corporation.</p> <p>I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Intent to Incorporate with a publishing fee of \$40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.</p>	
		5.15.98
	Authorized Signature	Date
	<p>Registered agent, officer, entity status information is available on the internet. VISIT US ON THE INTERNET AT THE ADDRESS LISTED BELOW.</p> <p><a href="http://www.sos.state.ga.us">http://www.sos.state.ga.us</a></p>	

SR297 (03-98)

# Secretary of State

Corporations Division  
Suite 315, West Tower  
2 Martin Luther King Jr., Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9821083  
EFFECTIVE DATE: 06/01/1998  
COUNTY: DEKALB  
REFERENCE: 0047  
PRINT DATE: 06/03/1998  
FORM NUMBER: 311

SAM ABDALLAH  
3783 PRESIDENTIAL PKWY  
SUITE 117  
ATLANTA GA 30340

## CERTIFICATE OF INCORPORATION

I, Lewis A. Massey, the Secretary of State and the Corporation Commissioner of the State of Georgia, do hereby certify under the seal of my office that

### GLOBAL CONNECTION INC. OF AMERICA A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia on the effective date stated above by the filing of articles of incorporation in the office of the Secretary of State and by the paying of fees as provided by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.



*Lewis A. Massey*  
LEWIS A. MASSEY  
SECRETARY OF STATE

ARTICLES OF INCORPORATION  
GLOBAL CONNECTION INC. OF AMERICA

ARTICLE I - NAME

The name of this Corporation is

**GLOBAL CONNECTION INC. OF AMERICA**

ARTICLE II - CAPITAL SHARES AUTHORIZED

The number of shares the corporation is authorized to issue is Five Thousand (5,000) of Common stock having a par value of One Dollar (\$1.00) each.

ARTICLE III - REGISTERED OFFICE

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ARTICLE IV - INCORPORATOR

The name and address of the incorporator is:

**SAM ABDALLAH**  
3783 Presidential Pkwy., Suite 117  
ATLANTA, GEORGIA 30340

ARTICLE V - PRINCIPAL OFFICE

The mailing address of the initial principal office of the corporation is 3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340

ARTICLE VI - INITIAL DIRECTORS AND OFFICERS

The names and address of the initial Directors and Officers are:

**SAM ABDALLAH, Director & President**  
3783 Presidential Pkwy., Suite 117, Atlanta, Georgia 30340

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 15th day of May, 1998.

  
**SAM ABDALLAH**  
Incorporator & Registered Agent

FILED  
MAY 15 1998  
CLERK OF SUPERIOR COURT  
STATE OF GEORGIA



LEWIS A. MASSEY  
Secretary of State

OFFICE OF SECRETARY OF STATE  
CORPORATIONS DIVISION  
Suite 315, West Tower, 2 Martin Luther King Jr., Drive  
Atlanta, Georgia 30334-1530  
(404) 656-2317

CATHY COX  
Assistant Secretary of State -  
Operations

TRANSMITTAL INFORMATION  
NEW GEORGIA PROFIT OR NONPROFIT CORPORATIONS

WARREN H. RARY  
Director

DO NOT WRITE IN SHADED AREA - SOS USE ONLY

DOCKET #	991530534	PENDING CONTROL #	PA31440	CONTROL #	9821083
Docket Code	311	Corporation Type	DP		
Date Filed	6/1/98	Amount Received \$	60	Check/Receipt #	4246
Jurisdiction (County) Code	44	DeKalb			
Examiner	47	Date Completed			

NOTICE TO APPLICANT: PRINT PLAINLY OR TYPE REMAINDER OF THIS FORM.

1.	981341233	08/12/1998
	Corporate Name Reservations Number GLOBAL CONNECTION INC. OF AMERICA	Reservation Expiration Date
	Corporate Name	
2.	SAM ABDALLAH	770-452-0066
	Applicant Attorney 378 PRESIDENTIAL PKWY, SUITE 807	Telephone Number
	Address ATLANTA	30340
	City	State GEORGIA
		Zip Code

3. NOTICE: THIS FORM DOES NOT REPLACE THE ARTICLES OF INCORPORATION. MAIL OR DELIVER DOCUMENTS AND THE SECRETARY OF STATE FILING FEE TO THE ABOVE ADDRESS. DOCUMENTS SHOULD BE SUBMITTED IN THE FOLLOWING ORDER. (A COVER LETTER IS NOT REQUIRED.)

1. This Transmittal Form.
2. The original and one copy of the Articles of Incorporation.
3. A filing fee of \$60.00 payable to Secretary of State. Filing fees are non-refundable.

NOTE: DO NOT submit this form if you are changing the name of an existing corporation.

I understand that the information on this form will be entered in the Secretary of State business registration database. I certify that a Notice of Incorporation or a Notice of Intent to Incorporate with a publishing fee of \$40.00 has been or will be mailed or delivered to the authorized newspaper as required by law.

Authorized Signature

Date

Registered agent, officer, entity status information is available on the internet.  
VISIT US ON THE INTERNET AT THE ADDRESS LISTED BELOW.

<http://www.sos.state.ga.us>

# EXHIBIT

"C"

## **Stand UP Wireless™ Lifeline Program**

### **Terms and Conditions of Service**

**Please read these STAND UP WIRELESS Lifeline Program Terms and Conditions of Service carefully. STAND UP WIRELESS is a service of Global Connection Inc. of America ("Global"). These STAND UP WIRELESS Lifeline Program Terms and Conditions of Service are a legally binding agreement between You and Global and become effective upon activation of a STAND UP WIRELESS Lifeline phone or using Your STAND UP WIRELESS Lifeline phone after You make a change to Your account. They contain important information about Your legal rights and require that certain disputes be resolved through Arbitration instead of a court trial. Global reserves the right to change or modify any of these STAND UP WIRELESS Lifeline Program Terms and Conditions of Service at any time and at its sole discretion. Any changes or modifications to these STAND UP WIRELESS Lifeline Program Terms and Conditions of Service will be binding upon You once posted on the STAND UP WIRELESS website at [www.StandUpWireless.com](http://www.StandUpWireless.com). You should check the STAND UP website regularly for updates to these terms.**

**By enrolling in the STAND UP WIRELESS Lifeline Program (the "STAND UP WIRELESS Lifeline Program" or "STAND UP Program") and by using the STAND UP WIRELESS service (the "STAND UP WIRELESS Service" or "STAND UP Service"), You ("You"), the participant, acknowledge and agree to the following terms and conditions:**

**1. STAND UP WIRELESS LIFELINE PROGRAM INTRODUCTION.** The STAND UP WIRELESS Lifeline Program is designed to provide subsidized wireless phone service to qualified low income consumers and is funded, in part, by the Universal Service Fund Lifeline program, administered by the Universal Service Administration Company. To qualify for enrollment in the STAND UP Program, a person must meet certain eligibility requirements set by each state where the STAND UP Program is offered. These requirements are based on a person's participation in a state or federal support program(s) or by meeting certain income requirements based upon the Income Poverty Guidelines as defined by the US Government. These requirements vary from state to state and are subject to change based upon federal or state mandates. The Universal Service Fund Lifeline program consists of two (2) components: Link-Up Support and Lifeline Support. Link-Up reduces the installation cost or Service Activation Fee ("SAF") for wireless phone service by 50%, up to \$30, for those customers meeting income eligibility guidelines. Customers can request a deferred payment schedule for the remaining SAF charges, if any. Lifeline provides discounts for basic local landline telephone service or wireless service to eligible low income customers. This discount is received each month the customer maintains service and eligibility within the STAND UP WIRELESS Lifeline Program.

Federal law limits the availability of the STAND UP Program to one (1) enrollment per "household" and only the "head of household" may apply. The STAND UP Program permits only one (1) Lifeline benefit per household, whether landline or wireless phone, and no person currently living in the household may receive Lifeline benefits from any other Lifeline program. Additionally, applicants are eligible for only one (1) Link-Up credit per lifetime at Your current address. Applicants for the STAND UP Program must complete an application form, provide supporting documentation that they meet the eligibility requirements and certify, under penalty of perjury, that they:

- Are eligible for and currently receive benefits from the public assistance program(s) identified in the application form or at [www.StandUpWireless.com](http://www.StandUpWireless.com)
- Are a "head of household."
- Do not currently receive lifeline support for a telephone line serving their residential address and no other resident in their household participates in the Lifeline program. If the applicant is already participating in another Lifeline program, then the applicant agrees to cancel their current household Lifeline support provider in order to enroll in the STAND UP Program.
- Have not received a Link-Up credit on another wireless or landline phone service at the applicant's current address. If the applicant has received a Link-Up credit at their current address, the applicant agrees to pay the Subscriber Activation Fee ("SAF") as described in these terms and conditions
- Are not claimed as a dependent on another person's federal or state income tax return.
- Will notify STAND UP Wireless by calling 1-800-544-4441 or 611 from your Stand Up Wireless phone if and when they no longer qualify for any of the public assistance programs identified in their application form.
- Will notify STAND UP Wireless of any change of address by calling 1-800-544-4441 or 611 from your Stand Up Wireless phone.
- Reviewed the information contained in their application and it is true and correct to the

best of their knowledge and belief.

Applicants who qualify and are enrolled in the STAND UP Program will receive a free cellular phone provided by STAND UP WIRELESS and reduced activation fees together with a free allotment of airtime minutes each month for up to twelve (12) Monthly Service Periods. Qualified applicants may, at their discretion, choose plans with additional minutes at a subsidized rate. STAND UP WIRELESS will determine at its sole discretion whether or not an applicant meets the eligibility requirements to participate in the STAND UP Program. The monthly airtime minutes provided by the STAND UP Program may vary from state to state as described in either this document or in official tariff filings on file with Your state Public Service Commission or Public Utility Commission or other agency administering the STAND UP Program in Your state. Please call STAND UP WIRELESS at 1-800-544-4441 or 611 from your Stand Up Wireless phone or visit our website at [www.StandUpWireless.com](http://www.StandUpWireless.com) for further information.

Applicants who do not meet the eligibility requirements will receive written notification, via US Mail, of the reason for their non-eligibility. Upon enrollment in the STAND UP Program, You will be qualified to participate for up to twelve (12) Monthly Service Periods. To continue Your enrollment in the STAND UP Program after the initial year, You must verify annually that You are qualified for continued enrollment in the STAND UP Program as required by Your state Public Service Commission, Public Utility Commission or other agency administering the STAND UP Program in Your state. If Global determines during its verification drive, or at any other time, that a customer fails to continue to qualify for the STAND UP Program, such customer will immediately be deemed ineligible to participate in the STAND UP Program, will be de-enrolled from the STAND UP Program and will no longer receive the free or subsidized monthly minutes. STAND UP Customers who are no longer eligible (for any reason) for enrollment in the STAND UP Program must immediately notify STAND UP Wireless that they no longer meet the eligibility requirements for enrollment. A STAND UP Program customer's enrollment may also be cancelled upon the request of a state and/or federal authority.

Global and STAND UP WIRELESS reserve the right to cancel the enrollment of any customer and/or permanently deactivate any customer's STAND UP WIRELESS phone for fraud, misrepresentation or other misconduct as determined solely by Global. While participating in the STAND UP Program, a customer shall not be permitted to sell, rent, give away or in any way allow another person to use the cellular phone or STAND UP Service provided to him/her by STAND UP WIRELESS. **IT IS A VIOLATION OF FEDERAL AND STATE LAW TO SELL OR GIVE AWAY THE STAND UP CELLULAR PHONE OR STAND UP SERVICE PROVIDED TO YOU BY STAND UP WIRELESS.** Any violation of this prohibition will be reported to the appropriate legal authorities for prosecution. In addition, if Global determines, in its sole discretion, that a STAND UP WIRELESS customer has violated these prohibitions, Global will the permanently de-enroll the customer from the STAND UP Program, their phone will be permanently deactivated and the customer's account information will be permanently flagged so that the customer may not re-enroll in the STAND UP Program in the future. If You have any questions, concerns, comments or complaints regarding the STAND UP Program or Service, offerings or products, please call STAND UP WIRELESS Customer Care at 1-800-544-4441 or 611 from your Stand Up Wireless phone. You may also contact Your state's Public Service Commission/Public Utility Commission.

**2. ACTIVATION AND USE OF YOUR STAND UP WIRELESS PHONE.** Upon enrollment in the STAND UP Program, You will receive a pre-activated STAND UP WIRELESS phone delivered to Your home address noted in the application. You must accept the STAND UP WIRELESS telephone number assigned to Your STAND UP WIRELESS phone at the time of activation and You will acquire no proprietary interest in any number assigned to You. The number assigned to Your STAND UP WIRELESS phone at the time of activation will not be changed for any reason unless required by a Carrier or if the number is lost following the deactivation of Your phone. You may not select a number to be assigned to Your STAND UP WIRELESS phone. Your STAND UP WIRELESS phone can only be used through Global, and cannot be activated with any other wireless or cellular service. STAND UP WIRELESS will at its sole discretion provide a new or refurbished phone of model and features of STAND UP WIRELESS choosing. STAND UP WIRELESS Services are provided at Global' discretion. Some functions and features referenced in the Manufacturer's manual may not be available on Your STAND UP WIRELESS handset. Global may modify or cancel any STAND UP Service or take corrective action at any time

without prior notice and for any reason, including but not limited to Your violation of these terms and conditions of service.

**3. SERVICE ACTIVATION FEE ("SAF")** All STAND UP WIRELESS accounts require a Service Activation Fee ("SAF"). Under the STAND UP WIRELESS LIFELINE Program, a portion of Your SAF may be paid by Your eligibility for Link-Up. Link-Up reduces the SAF for wireless phone service by 50%, up to \$30, for those customers meeting income eligibility guidelines. Customers can request a deferred payment schedule for the remaining installation charges, if any. You will be solely liable to pay for the full Service Activation Fee ("SAF") if You are not eligible for Link-Up. The standard SAF for customers prior to any Link-Up credits is \$68. You are liable for the remaining portion of Your SAF not covered by the Link-Up credit. STAND UP WIRELESS, may at its sole discretion, waive the remaining SAF not covered for qualified customers. For current SAF amounts, call STAND UP WIRELESS at 1-800-544-4441 or 611 from your Stand Up Wireless phone or visit [www.StandUpWireless.com](http://www.StandUpWireless.com).

**4. MONTHLY SERVICE PERIOD AND MONTHLY SERVICE END DATE** **Monthly Service Period:** The period in which usage of Your service is authorized lasting for a period of one (1) month beginning on (i) the date Your STAND UP WIRELESS account became active; (ii) the date You placed or received the initial airtime transaction on Your STAND UP WIRELESS account; (iii) the receipt of the monthly allotment of STAND UP WIRELESS plan airtime minutes; (iv) the purchase or addition of a STAND UP WIRELESS airtime minutes, or (v) the date You were determined to be eligible for the STAND UP WIRELESS plan, whichever can be conclusively determined by STAND UP WIRELESS at its sole discretion, and concluding on Your Monthly Service End Date. Plan airtime minutes and SMS text messages will be added to your account on the first day of each Service Period.

**Monthly Service End Date:** The last day of Your STAND UP WIRELESS Monthly Service Period, occurring one (1) month from the start of your Monthly Service Period. Plan airtime minutes and messages remaining on Your STAND UP WIRELESS account do not expire if You elected to be on a rollover plan and as long as Your STAND UP WIRELESS account remains active and at least one airtime transaction occurs during a consecutive sixty (60) day period. An Airtime transaction can include, but is not limited to, per minute voice cellular call, inbound SMS text message, outbound SMS text message, or data usage. Service End Date can be calculated from (i) the date Your STAND UP WIRELESS account became active; (ii) the date You placed or received the initial airtime transaction on Your STAND UP WIRELESS account; (iii) the receipt of the monthly allotment of STAND UP WIRELESS plan airtime minutes; (iiii) the purchase or addition of a STAND UP WIRELESS airtime card, or (iiiiii) the date You were determined to be eligible for the STAND UP WIRELESS plan, whichever can be conclusively determined by STAND UP WIRELESS at its sole discretion.

**5. AIRTIME RATES, USAGE AND INCLUDED MONTHLY MINUTES AND SMS TEXT MESSAGING.** While You are enrolled in the STAND UP Program, You will receive a monthly allotment of airtime minutes and SMS text messages as provided for the STAND UP Program approved in Your state and the minute Plan that You select. Airtime minutes and text messages will be added on the first day of your Monthly Service Period. STAND UP WIRELESS airtime is issued in minute increments. Minutes are deducted from the STAND UP WIRELESS phone at a rate of one (1) minute per minute or partial minute of use. There is no additional charge for nationwide long distance. The STANDUP 100 Plan provides a predetermined number of free airtime minutes and text messages. STAND UP offers three (3) additional plans allowing customers to increase their provided monthly airtime minutes and SMS text messages for a reduced monthly fee. Each plan offers different benefits, features and carryover options and pricing. The four (4) Plans that are currently available are:

Plan Name <sup>1</sup>	Voice Minutes Included in Plan	SMS Messages Included in Plan	Unused Minutes Rollover	Unused SMS Rollover	Voicemail, Caller ID, Call Waiting	Nationwide Long Distance Included	Cost per Month <sup>2</sup>
StandUP 100	100	100	Yes	Yes	Yes	Yes	FREE
StandUP 500	500	500	No	No	Yes	Yes	\$14.95
StandUP 1000	1000	1000	No	No	Yes	Yes	\$29.95
StandUP	Unlimited	1000	No	No	Yes	Yes	\$34.95

Unlimited<sup>3</sup>

<sup>1</sup> - Plan availability depends upon your state of residence. Not all plans are available in all states. Visit [www.StandUpWireless.com](http://www.StandUpWireless.com) or call 1-800-544-4441.<sup>2</sup> - Stated pricing for our service options do not include applicable state, federal and local taxes and surcharges.<sup>3</sup> - StandUP Unlimited Plan airtime minutes are provided solely for the personal use of the STAND UP Program participants. As such, excessive usage may be deemed to be outside of this scope and subject to suspension. The typical unlimited wireless customer will use approximately 1500-2000 monthly minutes. STAND UP Program participants exceeding this standard may be subject to downgrade from the StandUP Unlimited Plan to an alternate plan.

**Plan Selection and Changes** New STAND UP WIRELESS customers must choose a plan upon enrollment. If the customer selects a Premium (non-FREE plan including STANDUP 500, 1000 or Unlimited), payment must be made directly to STAND UP WIRELESS via enrollment with a valid credit or prepaid debit card. To learn which types of cards are acceptable for enrollment in Autopay, please contact STAND UP WIRELESS. Existing STAND UP WIRELESS customers who wish to switch plans may do so at [www.StandUpWireless.com](http://www.StandUpWireless.com) or by calling 1-800-544-4441 or 611 from your Stand Up Wireless phone. Existing customers cannot change plans for the current Monthly Service Period however customers may request changes for subsequent Monthly Service Periods. Requests to change to a Premium plan must be done and any payment received by STAND UP WIRELESS two (2) days prior to the Service End Date. Changes and payment received less than two (2) days prior Service End Date will be put into effect the Monthly Service Period following the upcoming Monthly Service Period. All plan payments are final and non-refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. STAND UP WIRELESS will not provide refunds for unused airtime minutes or SMS messages.

**Plan Payment Terms** STAND UP WIRELESS customers who select one of the three (3) Premium plans must make payment via AutoPay enrollment for their upcoming Monthly Service Period two (2) days prior Service End Date. Customers who fail to make payment prior to the deadline will be automatically changed to the free StandUP 100 plan with 100 free airtime minutes and 100 free SMS text messages for the subsequent Monthly Service Period.

**Plan Usage Terms** Airtime minutes will be deducted for all time during which Your STAND UP WIRELESS phone is connected to, or using, the wireless system. Use of a wireless system typically begins when You press the "send," "call" or other key to initiate or answer a call and does not end until You press the "end" key or the call is otherwise terminated. Airtime minutes are deducted for all incoming and outgoing calls, including incoming call waiting calls, simultaneous calls, calls to toll free numbers, 411, and to access Your voice mail. For simultaneous calls, such as incoming call waiting and 3-way calling (where available) airtime minutes will be deducted for each call. Airtime minutes are not deducted for calls to 911, and all handsets will be able to call 911 even if they have no airtime remaining. For outbound calls, You may be charged airtime for incomplete and/or busy-no answer calls. Customer Care can be reached from your STAND UP WIRELESS phone by dialing 611. Airtime is not deducted by contacting customer care via your STAND UP WIRELESS PHONE by calling 611. Calls to other STAND UP WIRELESS numbers, including local and toll free numbers, will utilize your available airtime minutes, however. SMS Text messages will deducted for each SMS message sent by and received by Your STAND UP WIRELESS phone regardless of the origin or destination of the text message and regardless of whether the recipient received the message in the case of messages originating from Your STAND UP WIRELESS handset. Occasionally, STAND UP WIRELESS may send SMS messages to Your handset, including but not limited to payment reminders and special offers. All messages sent to Your handset by STAND UP WIRELESS will not deduct from Your message pool. No credit or refund is given for dropped calls or undelivered text messages. You will not be able to make / receive calls or send / receive SMS text messages when You are located outside of the 50 United States or outside the STAND UP WIRELESS coverage area. Plan minutes and text, including roll over will be utilized prior to any purchased airtime credits.

**Rollover Airtime Minutes and SMS Text Messages** Customers selecting the STANDUP 100 plan will have any unused airtime minutes and SMS text messages roll over to the next Monthly Service Period. Any minutes or messages that roll over from Monthly Service Period to Monthly Service Period will expire after twelve (12) months or the end of your eligibility period, whichever comes first. Rollover Airtime minutes and text messages will be depleted after plan minutes have been exhausted for your current Monthly Service Period. Rollover Airtime minutes and messages will be depleted by expiration date, with units nearest to expiration being utilized first.

**Plan Overages** With the exception of 911 calls, voice calls will not be able to be made or received once You pool of available airtime minutes falls below three (3) minutes. Should Your pool of minutes be exhausted while on a current voice call, STAND UP WIRELESS may at its sole discretion

terminate the call. From time to time, STAND UP WIRELESS may allow, at its sole discretion, the call to continue, deducting any overage minutes from Your upcoming Monthly Service Period pool allocation. Similarly, SMS text messages will not be able to be sent or received once Your pool of available SMS text messages has been exhausted or once your available airtime minutes falls below three (3). If, in any given billing period, You should exceed Your total available SMS messages, STAND UP WIRELESS may at its sole discretion deduct any overage SMS text messages from Your upcoming Monthly Service Period pool allocation. If You exhaust Your available airtime minutes, SMS text messages or both during Your billing period You may purchase and add additional credits for use in both voice calls and SMS text messages. Please see ADDING AIRTIME CREDITS below for guidelines regarding adding additional airtime credits to Your STAND UP WIRELESS phone. **Refunds:** All plan payments are final and non-refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. STAND UP WIRELESS will not provide refunds for unused airtime minutes or SMS messages. **Standard Rate per Minute:** The standard rate per minute of airtime is \$0.12. This will be the rate that is used in calculating depletion of minutes due to use of fee based services including, but not limited to directory assistance. **6. TEXT MESSAGING AND DATA SERVICES**

All plans include allocations for SMS Text Messages. These allocations are independent of Your airtime minutes and do usage does not reduce Your available airtime minutes. Each message is limited to 160 characters in length. You may use Your free monthly allotment of SMS Text Messages to send and/or receive text messages. Text messages sent to You by STAND UP WIRELESS are free of charge. If You have exhausted Your free monthly allotment of text messages, You will need to purchase and redeem additional airtime credits in order to continue to send text messages and open incoming text. Please see ADDING AIRTIME CREDITS below for guidelines regarding adding additional text messages to Your STAND UP WIRELESS phone. STAND UP WIRELESS does not allow international text messages. Attempting to send international messages could result in service deactivation and de-enrollment from the STAND UP Program. **Premium SMS:** Please note that STAND UP WIRELESS does not generally participate in Premium SMS services or campaigns. Premium SMS refers to text messages that are sent to a designated "short code" or buying or attempting to buy SMS services from anyone other than STAND UP WIRELESS. 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 a STAND UP WIRELESS 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 SMS services or campaigns not authorized by STAND UP WIRELESS are not refundable whether You incur charges as deductions from Your STAND UP WIRELESS phone or from Your credit card. **Data Services:** STAND UP WIRELESS is not responsible providing Data Services. With existing STAND UP WIRELESS phone models, subscribers are not able to download ring tones, graphics, access information services such as news, weather and sports ("Information Services") and utilize multi-media services ("MMS") (ringtones, graphics, Information Services and MMS are collectively referred to as "Data Services"). Data Services are not currently additional Services offered by the STAND UP WIRELESS. **MMS Messaging:** MMS or picture messaging is dependent upon Your model of phone. You must have a compatible camera phone. Each MMS message sent or received will equate to ten (10) SMS messages. You must have a balance of at least ten (10) SMS messages to send or receive a MMS Picture message. If You do not want to receive deductions for MMS Picture messages do not send or open a picture message. STAND UP WIRELESS reserves the right to block MMS Messaging without notice, and to suspend or terminate MMS Messaging capability without notice. **7. ADDITIONAL SERVICES**

**Operator Services:** Operator services are available by dialing 611 and standard airtime rates apply. Operator services provide assistance in billing, support and call completion and can be accessed via Your handset or by dialing 1-800-544-4441 or 611 from your Stand Up Wireless phone from any telephone. **Directory Assistance:** Directory Assistance is available by dialing 411. The cost for directory assistance is \$1.20 per call plus standard airtime rates. **Voicemail:** Voicemail is included with all STAND UP Program plans. Customers may access voicemail directly through their handset or from any other telephone. Standard usage rates apply when accessing voicemail from Your STAND UP WIRELESS handset. **Three Way Calling:** Customers may originate three way calls per the manual instruction of their specific handset.

Airtime minutes are deducted for each leg of the three way call. **Call Forwarding:** Call Forwarding is currently not available for STAND UP WIRELESS customers. **Call Waiting:** All STAND UP WIRELESS subscribers receive call waiting. Standard usage rates apply for all simultaneous calls received through call waiting. **Caller ID:** Depending upon Your handset, Your phone may be enabled with Caller ID allowing You to view the origin number and/or name of the current caller. There are no additional charges associated with this service. **8. INTERNATIONAL CALLING**

You may use Your STAND UP WIRELESS phone to make international calls to landlines (including some cellular phones in some countries) but additional per minute rates apply. The actual rates and the available countries are subject to change without prior notice. See [www.StandUpWireless.com](http://www.StandUpWireless.com) for available countries and details). Airtime deductions for international calls begin the moment the International Long Distance ("ILD") access number is dialed and apply to dropped calls, misdialled numbers and busy destination numbers. When making international calls, You may experience connection failures more frequently than calls made within the United States. Customers must have purchased additional airtime credits (see PURCHASING AIRTIME CREDITS) to make an international call. STAND UP WIRELESS reserves the right to block calls to any international location without notice, and to suspend or terminate international calling capability without notice. Call Forwarding is blocked to all international locations. STAND UP WIRELESS reserves the right to require subscribers, in order to complete an international call, to first dial a toll free or domestic number; or enter a "pound code;" or a "short code;" or a "star code" in order to complete the call. **9. ADDING AIRTIME CREDITS FOR ADDITIONAL MINUTES, SMS TEXT MESSAGES AND INTERNATIONAL LONG DISTANCE**

Customers in all plans may add additional Airtime Credits. These Credits may be used for minutes, SMS Messages and International Calling. Credits may be purchased by calling 1-800-544-4441 or 611 from your Stand Up Wireless phone or at [www.StandUpWireless.com](http://www.StandUpWireless.com). Credits may also be purchased at any authorized STAND UP WIRELESS payment center. All Airtime Credits purchased from STAND UP WIRELESS, direct or through a third-party retailer, will expire ninety (90) days from date of purchase. Airtime Credits may be purchased in multiple denominations and customer may be subject to surcharge depending upon method of payment. All Airtime Credit sales are final and non-refundable regardless of who uses or possesses Your mobile phone after You buy airtime, and regardless of whether the mobile phone is used with Your consent or knowledge. STAND UP WIRELESS will not provide refunds for unused credits. Purchased airtime credits will be utilized after any available plan minutes or messages have been exhausted. Customers are responsible for paying any transaction fees and taxes that may be incurred in purchasing Airtime Credits, including but not limited to fees incurred for using proprietary payment networks such as MoneyGram or Western Union. **Promotional Airtime Credits:** From time to time, STAND UP WIRELESS may provide bonus Airtime Credits on credits purchased directly or through a third party. Additionally, STAND UP WIRELESS may provide promotional credits for other activities including but not limited to referral rewards, on-time payment bonuses, etc. Any such bonus credits are not to be construed as an increase in Your plan minutes or text messages and will expire ninety (90) days upon issuance. **The following table illustrates the rate schedule for purchasing additional Airtime Credits. Rates and denominations are subject to change and current guidelines will be posted at [www.StandUpWireless.com](http://www.StandUpWireless.com)**

Retail Price	Total Credits Provided	Credits per Nationwide Call Minute	Credits per SMS Text Message	Credits per International Call Minute <sup>1</sup>
\$5	40	1	1	Varies
\$10	100	1	1	Varies
\$20	250	1	1	Varies
\$30	500	1	1	Varies
\$50	1000	1	1	Varies

<sup>1</sup> International Long Distance minutes vary depending upon current rates to International destinations and may vary from landline or wireless termination. For current International Long Distance Rates, please visit [www.StandUpWireless.com](http://www.StandUpWireless.com)

#### **10. TAXES/SURCHARGES**

Stated prices for our service options do not include certain taxes or surcharges. STAND UP WIRELESS charges state and local sales taxes. The amount of these surcharges is subject to change and may vary from time to time and by geographic area. STAND UP WIRELESS collects sales taxes on all direct transactions and, as applicable, regulatory fees. Third party retailers are responsible for collecting sales taxes and in certain states, regulatory fees, for transactions that occur through such third party retailers. Taxes and fees are subject to change without notice.

#### **11. BILLING**

STAND UP WIRELESS customers may request a copy of their paper bill by submitting such request in writing to STAND UP WIRELESS P.O. Box 47747 Atlanta, GA 30362 Please allow 4-6 weeks for delivery.

#### **12. PROGRAM END DATE, DEACTIVATION AND REACTIVATION**

As a STAND UP WIRELESS customer, You will receive twelve (12) months of service upon Your enrollment and activation in the STAND UP Program and another twelve (12) months of service following each successful annual verification for Your continued program eligibility in the STAND UP Program. If You fail to complete Your annual verification within 60 days of the required verification date, You will be de-enrolled from the STAND UP Program. Upon de-enrollment from the STAND UP Program, You will cease receiving the free monthly allotment of airtime. If You are de-enrolled, Your phone will remain active and You may continue to use Your phone so long as You have available airtime minutes and service days remaining on Your phone. You may purchase airtime and service days to keep Your phone service active. If You are de-enrolled from the STAND UP Program and You allow Your remaining service days to expire or go "past due," Your phone service will be deactivated, You may lose Your unused minutes and You will lose Your wireless telephone number. If Your service is deactivated, You may reactivate Your service by re-enrolling in the STAND UP Program (if eligible) and/or purchasing STAND UP airtime credits. Upon reactivation of Your phone, You may be assigned a new telephone number. Any airtime remaining on Your handset at the time of deactivation will be reinstated if Your phone is reactivated within 60 days from the deactivation date. If Your phone remains inactive for more than 60 days, You will lose any remaining airtime. If You have been de-enrolled from the STAND UP Program but You wish to keep Your service active, You must purchase and redeem additional airtime and service days before the "Service End Date" displayed on Your phone. Customers not part of the STAND UP Program need to refer to the terms and conditions for STAND UP WIRELESS non-Lifeline plans. To prevent any interruption in Your phone service, please keep Your handset service active by timely completing Your annual verification as required by the STAND UP Program or by purchasing and adding airtime credits before Your Service End Date. **"No Usage" De-Enrollment and Deactivation:** Regardless of the Program End Date, if You exceed 2 months without any Usage (as defined in this section), You will be de-enrolled from the STAND UP Program. "Usage" is defined as any transaction including, but not limited to, making or receiving a call, sending or opening a text message, downloading data content, adding airtime or receiving Your free monthly airtime. Upon de-enrollment for non-Usage, You will have up to a 30 day grace period to reenroll in the STAND UP Program by calling 1-800-544-4441 or 611 from your Stand Up Wireless phone. If You do not re-enroll or call STAND UP Customer Care within 30 days of Your de-enrollment, Your phone service will be deactivated. In order to reactivate Your STAND UP phone and re-enroll in the STAND UP Program, You will need to call STAND UP Customer Care in order to reactivate Your phone service. Upon successful re-enrollment, You will receive the monthly minutes that You were entitled to receive through the date Your enrollment was cancelled. You will not, however, receive any airtime for the period of time You were not enrolled in the STAND UP Program.

#### **13. OUR RIGHT TO TERMINATE YOUR STAND UP WIRELESS SERVICE**

You agree not to give away, resell or offer to resell the STAND UP Phone or Service provided by the STAND UP Program. You also agree Your STAND UP Phone will not be used for any other purpose that is not allowed by this agreement or that is illegal. WE CAN, WITHOUT NOTICE, LIMIT, SUSPEND, OR END YOUR SERVICE AND DE-ENROLL YOU FROM THE STAND UP PROGRAM 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) allow anyone to tamper with Your STAND UP Phone; (d) threaten or commit violence against any of our employees or customer service representatives; (e) use vulgar and/or inappropriate language when interacting with our representatives; (f) steal from us; (g) harass our representatives; (h) interfere with our operations; (i) engage in abusive messaging, emailing or calling; (j) modify Your device from its

manufacturer's specification; or (k) 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., selling or giving away Your Service; threatening violence, etc.) will be reported to the appropriate legal authorities for prosecution. **14. UNAUTHORIZED USAGE;**

#### **TAMPERING**

The STAND UP WIRELESS handset is provided exclusively for use by You, the end consumer with the STAND UP WIRELESS Service available solely in the United States, Puerto Rico and the U.S. Virgin Islands. Any other use of Your STAND UP WIRELESS handset, including without limitation, any resale, unlocking and/or re-flashing of the handset is unauthorized and constitutes a violation of Your agreement with Global. You agree not to unlock, re-flash, tamper with or alter Your STAND UP WIRELESS phone or its software, enter unauthorized PIN's, engage in any other unauthorized or illegal use of Your STAND UP WIRELESS phone or the Service, or assist others in such acts, or to sell and/or export STAND UP WIRELESS handsets outside of the United States. These acts violate Global's rights and state and federal laws. Improper, illegal or unauthorized use of Your STAND UP WIRELESS phone is a violation of this agreement and may result in immediate discontinuance of Services and legal action against You. Global 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 or sale of Your STAND UP WIRELESS phone shall entitle Global to recover liquidated damages from You in an amount of not less than \$5,000 per STAND UP WIRELESS handset purchased, sold, acquired or used in violation of this agreement. Some STAND UP WIRELESS handsets have SIM cards. If Your STAND UP WIRELESS phone has a SIM card, then You agree to safeguard Your SIM card and not to allow any unauthorized person to use Your SIM card. You agree not to allow any other person to, directly or indirectly alter, bypass, copy, deactivate, remove, reverse-engineer or otherwise circumvent or reproduce the encoded information stored on, or the encryption mechanisms of, Your SIM card. You may not remove Your SIM Card from Your phone nor place the SIM Card in any other phone. Doing so could result in the immediate termination of Your service and de-enrollment from the STAND UP Program. The Carriers, Global, or its service providers, may, from time to time, remotely update or change the encoded information on Your SIM card. Your STAND UP WIRELESS phone is restricted from operating when You are located anywhere outside of the United States, Puerto Rico or the U.S. Virgin Islands, including offshore or in international waters. Any such calls are considered unauthorized usage by Global for which Your service will be immediately suspended. In the event of suspension for this or any other unauthorized usage, You will not be entitled to receive any refunds for unused airtime. **15. COVERAGE MAPS AND ROAMING**

You will find coverage maps on our website at [www.StandUpWireless.com](http://www.StandUpWireless.com). These maps are for general informational purposes only. Actual coverage and service areas may vary from the maps and may change without notice. Global does not guarantee coverage or service availability. Even within a coverage area, factors such as terrain, weather, structures, foliage, signal strength, traffic volumes, service outages, network changes, technical limitations, and Your equipment may interfere with actual service, quality and availability. "Roaming" occurs when a subscriber of one wireless service provider uses the facilities of another wireless service provider. Roaming most often occurs when You make and receive calls outside of the network coverage area of Your home calling area. When Your STAND UP WIRELESS phone is roaming, an indicator light on Your handset may display the word "Roam" or "RM" on the screen while the phone is not in use. **Charges for Roaming:** Per minute usage on STAND UP Wireless accounts will roaming deduct from Your available minutes and/or airtime credits at \$0.50 per minute. Roaming charges are in addition to standard usage charges and are automatically deducted from Your balance of available minutes. **16. 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 anytime, Global reserves the right to substitute and/or replace any STAND UPE WIRELESS equipment (including handsets) with other STAND UP WIRELESS equipment including handsets of comparable quality. Some functions and features referenced in the Manufacturer's manual for a particular STAND UP WIRELESS handset may not be available on Your phone. Global 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 Global, nor any Carrier, shall have any liability for service failures, outages or limitations of Service. Because of the risk of being struck by lightning, You should not use Your STAND UP WIRELESS phone outside during a lightning storm. You should also unplug the STAND UP WIRELESS phone power cord and charger to avoid electrical shock and/or fire during a lightning storm.**17.**

**WARRANTY EXCHANGE AND LOST OR STOLEN PHONE POLICY**

Warranty Exchange Policy: STAND UP WIRELESS customers shall have up to ninety (90) days from the activation date of their phone to return any defective phone to STAND UP WIRELESS. STAND UP WIRELESS will exchange a defective phone for a new or refurbished phone, at STAND UP WIRELESS' discretion, during this period of time only. For a defective phone replacement, call STAND UP WIRELESS Technical Customer Care at 1-800-544-4441 or 611 from your Stand Up Wireless phone.

**Exclusions and Conditions:** This limited warranty does not cover damage or failure caused by abuse or misuse of the phone or accessories. Your limited warranty excludes all direct, indirect, incidental and/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.**18. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY WRITTEN WARRANTY THAT MAY BE PROVIDED WITH A DEVICE YOU RECEIVE 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. **Lost or Stolen Phone Policy:**For any lost or stolen STAND UP WIRELESS phone, customer should contact STAND UP WIRELESS at 1-800-544-4441 immediately to suspend account. Customer is responsible for all usage, authorized or unauthorized that occurred between the time phone was lost and when it was reported to STAND UP WIRELESS. The customer is responsible for all costs associated with replacement of the phone. **19. HEARING, VISUAL OR SPEECH**

**IMPAIRED ACCOMMODATIONS**

Any hearing, visual or speech impaired persons interested in applying for a specially equipped STAND UP WIRELESS must call STAND UP WIRELESS at 1-800-544-4441 or 611 from your Stand Up Wireless phone and specify the need(s) to an agent and STAND UP WIRELESS will make every effort to assist such customer in obtaining a handset that is in compliance with all applicable laws, rules, and regulations.**20. EMERGENCY CALLS**

STAND UP Wireless customers have access to 911. Occasionally, however, callers may attempt to call 911 in areas where there is no wireless coverage. If there is no wireless coverage, Your call to 911 may not go through and You should dial 911 from the nearest landline phone.**21. LIMITATION OF LIABILITY**

STAND UP WIRELESS and STAND UP WIRELESS are not liable to You for any direct or 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/or Services. STAND UP WIRELESS and STAND UP WIRELESS 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. When Your STAND UP WIRELESS phone is returned to STAND UP WIRELESS for any reason,

STAND UP WIRELESS is not responsible and shall not be liable to You or anyone else for any personal information such as user names, passwords, contacts, pictures, SMS, MMS and/or additional downloads You may have stored on Your phone or which may remain on Your phone.**22. INDEMINIFICATION** You agree to indemnify and hold harmless STAND UP WIRELESS and STAND UP WIRELESS 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 a STAND UP WIRELESS phone and/or use of the STAND UP WIRELESS Services, whether based in contract or tort (including strict liability) and regardless of the form of action.

### **23. BINDING ARBITRATION**

**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 RESALE, EXPORT, ALTERATION, AND/OR TAMPERING OF YOUR STAND UP WIRELESS PHONE, 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 STAND UP WIRELESS™ AGREEMENT WITH YOU.**

This provision is intended to encompass all disputes or claims arising out of Your relationship with STAND UP WIRELESS, arising out of or relating to the STAND UP Service or any equipment used in connection with the STAND UP Service (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory). Nothing contained in this arbitration provision shall preclude STAND UP WIRELESS from bringing claims concerning the unauthorized resale, export, alteration, and/or tampering of Your STAND UP WIRELESS phone, its software, the STAND UP Service and/or PIN numbers, in state or federal court. References to You and STAND UP WIRELESS include our respective subsidiaries, affiliates, predecessors in interest, successors, and assigns. All claims, except those excluded above, will be resolved by binding arbitration where permitted by law. You must first present any claim or dispute to STAND UP WIRELESS by contacting Customer Care to allow an opportunity to resolve the dispute prior to initiating arbitration. The arbitration of any dispute or claim shall be conducted in accordance with the American Arbitration Association ("AAA") under the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules"), as modified by this agreement. The AAA Rules are available online at [www.StandUpWireless.com](http://www.StandUpWireless.com) or by calling the AAA at 1-800-778-7870. You and STAND UP WIRELESS agree that use of the STAND UP 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 STAND UP WIRELESS 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, and if this 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 STAND UP WIRELESS in accordance with the WIA Rules, except that STAND UP WIRELESS will reimburse You for the amount of the filing fee in the event You prevail in the arbitration. 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 STAND UP WIRELESS and You agree otherwise, the location of any arbitration shall be Miami, Florida. Except where prohibited by law, STAND UP WIRELESS 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 STAND UP WIRELESS 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 of competent jurisdiction. This Agreement shall be construed under the laws of Georgia, without regard to its choice of law rules, except for the arbitration provision contained in these Terms and Conditions, which will be governed by the Federal Arbitration Act. This governing law provision applies no matter where You reside, or where You use or pay for the Services. **24.**

### **24. PRIVACY POLICY**

To view the STAND UP WIRELESS Privacy Policy please refer to the STAND UP WIRELESS website found at [www.StandUpWireless.com](http://www.StandUpWireless.com).

# EXHIBIT

"D"

**WELCOME!**  
TO FREE LIFELINE CELLULAR SERVICE  
WITH NO BILLS TO PAY.

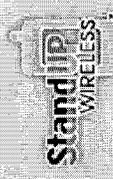


This is your  
**Service Guide**

The information in this pamphlet will give you an understanding about how to keep and maintain your wireless service. If you have additional questions, please feel free to call customer service toll free at **1.800.544.4441** visit us online at [www.StandUpWireless.com](http://www.StandUpWireless.com) and click the "LEARN" tab.

Thank you for Standing Up!

**1.800.544.4441**  
[www.StandUpWireless.com](http://www.StandUpWireless.com)



### Customer Service

Stand Up Wireless is committed to providing you with the best service in the industry. If you have questions about your service or encounter any issues that require assistance, please contact us via one of the methods described below.

Our highly trained customer service representatives are dedicated to making your experience with Stand Up Wireless the best possible.

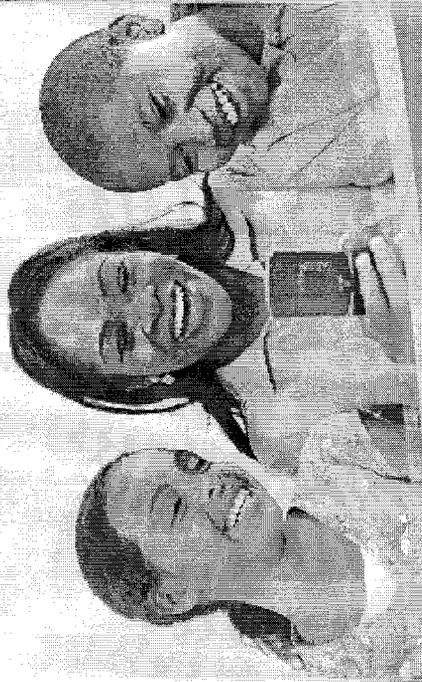
- Email Support**  
Email us at: [support@StandUpWireless.com](mailto:support@StandUpWireless.com) to receive prompt and courteous response to your inquiry or issue
- Online Support**  
You can visit [www.StandUpWireless.com](http://www.StandUpWireless.com) 24 hours a day, 7 days a week. Check your balance, add airtime or pay your bills at your convenience by logging on to the MyStandUp portal.
- US Mail**  
We can be reached at: Stand Up Wireless PO Box # 47747 Atlanta GA 30362

### CONTACT US:

Call: **1-800-544-4441** or **611** from your Stand Up Wireless phone to be connected to our customer service center.

### CUSTOMER SERVICE HOURS

M-F 8:30am to 7:00 pm EST  
Sat 10:00 am to 2:00 pm EST



**1.800.544.4441**  
[www.StandUpWireless.com](http://www.StandUpWireless.com)

**IMPORTANT**

**YOU MUST CALL 1-877-283-3890 FROM YOUR STANDUP WIRELESS™ PHONE ONCE EACH MONTH** every 30 days to avoid disconnection of your service AND losing ALL airtime accumulated on your account.

### Maintain Your Service

- Government Assistance Program**  
Your Stand Up Wireless Lifeline phone will be in service for as long as you meet the eligibility guidelines. You **MUST** contact Stand Up Wireless if you no longer qualify for the Lifeline program per your state guidelines.
- Airtime Minutes**  
Each month, your airtime will be loaded at the beginning of your service period, defined as the monthly anniversary of your activation date. Your phone does not need to be on nor do you need to do anything for your airtime to be loaded.
- Keeping your Phone Active**  
In order to maintain your service during your enrollment period, you must use your phone each month. Failure to use your phone for a 90 day period may result in disconnection of your service and forfeiture of all accumulated airtime.

- Checking your Balance**  
You can check your balance any time online at [www.StandUpWireless.com](http://www.StandUpWireless.com) or by calling customer service at **1-800-544-4441** or **611** from your Stand Up Wireless Phone.
- Account Balance**  
Stand Up Wireless adds its balance in airtime minutes, texts and units. Purchased airtime units or promotional credits may be used for either voice calls or text messages with each minute or text consuming one (1) airtime credit. To make calls or send text messages, you must have a balance of at least three (3) airtime minutes or units.
- Calling Customer Service from your Stand Up Wireless Phone**  
Calls made from your Stand Up Wireless phone to 611 will be connected to Customer Service and will not deplete from your pool of available airtime. Calls made from your phone utilizing any other published or unpublished Stand Up Wireless number will deplete your available airtime, regardless of calling a toll-free number.

Visit: [www.StandUpWireless.com](http://www.StandUpWireless.com) for complete Terms and Conditions.



**1.800.544.4441**  
[www.StandUpWireless.com](http://www.StandUpWireless.com)

## These calling features are included with your StandUp Wireless™ service at no additional charge.

### Your Phone

Your Stand Up phone will be active upon receipt and you may immediately begin using your service to make calls. For instructions on how to use your particular phone model, please refer to the manual provided with your phone. If you require a replacement manual, you can locate one in the FAQ section of [www.StandUpWireless.com](http://www.StandUpWireless.com).

### Setting Up Voice Mail

Voice mail is included with your Stand Up Wireless service. Setting up voice mail varies from phone to phone so please refer to your manual for instructions. When accessing your voice mailbox for the first time, you will be prompted to create a passcode and record your name and announcement.

### Accessing Your Voice Mail

Retrieving messages from voice mail may vary depending upon your phone model. Please refer to your phone's user manual for instructions on accessing your messages. Many Stand Up models of phones will allow you to set up One-Touch Message retrieval allowing you to access your voice mail. You can always access your voice mail from your Stand Up phone by dialing your wireless phone number. Your voice mail box can also be accessed from any phone by dialing your wireless number and pressing # when your voice mail answers. Accessing voice mail from your Stand Up handset will utilize your available airtime.

### Long Distance

The minutes and airtime credits provided on your Stand Up Wireless phone are nationwide minutes, allowing you to make calls anywhere in the US without incurring any long distance charges. You will only be charged normal airtime for all long distance calls.

### Caller ID

All Stand Up Wireless phones will display caller identification information on the LED display of the phone. Simply look at the display prior to answering an inbound call to see what number is calling.

### Call Waiting

Call Waiting allows you to receive calls during an existing call on your Stand Up Wireless phone. When notified of an incoming call, simply press the send button to switch to the new call, placing your original call on hold. You can switch between callers by pressing the send button. Airtime will be deducted for both calls when utilizing Call Waiting.

### Coverage Area

Stand Up Wireless utilizes an all digital, nationwide network reaching more than 240 million people. For specifics regarding coverage in your area, please visit [www.StandUpWireless.com](http://www.StandUpWireless.com)

### Text Messaging

Your Stand Up Wireless phone is capable of sending and receiving SMS text messages. Airtime charges will apply. Refer to your phone manual for instructions on how to use text messaging. MMS or Picture Messaging may be available depending upon your phone model. When sending MMS messages, you will be charged at the rate for 10 SMS messages.

### 411 and Information

Dialing 411 for directory assistance from your Stand Up Wireless phone will result in a charge of \$1.25, deducted from your pool of available airtime. To avoid charges, we recommend you utilize a free directory assistance service such as 1-800-FREE-411. See terms and conditions at [www.StandUpWireless](http://www.StandUpWireless) for details.

### Toll Free Calls

Calls made to toll free numbers (800, 888, 877, etc.) incur no additional charge but do utilize your available airtime.

### Important Information

Subscribers will be billed for all text messages when using 3-way calling and call waiting and any other digital features that require any form of wireless transmission. For outbound calls, you may be charged airtime for incoming busy and ringing answer calls. When returning calls, you will be charged airtime upon pressing any key on the mobile phone that answers the call. No credits will be given for dropped calls.

All calls placed to 911

Emergency Response are FREE

Subscribers cannot place calls to 800, 700, 900, or 975 numbers or text these toll-free numbers such as when requesting toll-free caller call. Subscribers can still place calls to local or long distance numbers (identified as area code) and subscribers will be charged for airtime for toll-free numbers such as 800, 877, and 888.

For more information regarding your service, refer to the Terms and Conditions at [www.StandUpWireless.com](http://www.StandUpWireless.com)

## Spread the Word REFERRAL PROGRAM

### YOU GET 100 FREE BONUS MINUTES

For each person you refer To StandUp Wireless™

Want More Minutes?  
Add Airtime Anytime!

FOR AS LOW AS  
**BUY MORE MINUTES ANYTIME!**  
5¢  
per minute!

### Direct Pay:

\$5.00	40
\$10.00	100
\$20.00	250
\$30.00	500
\$50.00	1,000

We accept these cards:



### Western Union/ MoneyGram\*

\$8.95	60
\$13.95	125
\$23.95	300
\$33.95	550
\$53.95	1,050

\*Purchase online or in-store. Airtime expires 90 days after purchase.

Pay at these locations:  
MoneyGram  
Western Union  
Phone Code: 7070

Or Purchase One of Our Premium Lifetime Value Plans

**STAND UP 500**

- 500 Anytime Minutes
- 500 Text Messages

ONLY **\$14.95** \*  
Per Month

**STAND UP 1000**

- 1000 Minutes
- 1000 Text Messages

ONLY **\$29.95** \*  
Per Month

**STAND UP UNLIMITED**

- Unlimited Minutes • 1000 Text Messages

ONLY **\$34.95** \*  
Per Month

\* Does not include Premium Service plan or available 411 subscription. Premium Service plan not available in all areas. See terms and conditions for details. Unlimited plan is for personal use only, subject to standard reasonable use per day. Contact us at [www.standupwireless.com](http://www.standupwireless.com)



Call: 1.800.544.4441 or visit: [www.StandUpWireless.com](http://www.StandUpWireless.com)

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### Toll Free Calls

Calls made to toll free numbers (800, 888, 877, etc.) incur no additional charge but do utilize your available airtime.

### Important Information

Subscribers will be billed for all calls above when using 2-way calling (a call, web browser and any other digital features that require any form of wireless transmission) on outgoing calls. You may be charged airtime for non-voice calls, such as on-line services, calls with downloading, or calls that are billed at a higher rate than standard voice calls. You will be billed for all calls made to toll free numbers, 800, 877, and 888. Subscribers will be billed for all calls made to toll free numbers (800, 888, 877, etc.) incur no additional charge but do utilize your available airtime.

### All calls placed to 911

### Emergency Response are FREE

Subscribers who place calls to 911, 100, 800, or 311 numbers or place emergency calls to toll free numbers, will not be charged for these calls. Subscribers who place calls to toll free numbers, 800, 877, and 888, will be billed for these calls. Subscribers will be billed for all calls made to toll free numbers such as 800, 877, and 888.

For more information regarding your service, refer to the Terms and Conditions at [www.StandUpWireless.com](http://www.StandUpWireless.com)

## Spread the Word REFERRAL PROGRAM

### YOU GET 100 FREE MINUTES BONUS

For each person you refer to StandUp Wireless™

Want More Minutes?  
Add Airtime Anytime!

BUY MORE MINUTES ANYTIME!  
FOR AS LOW AS 5¢ per minute!

### Direct Pay:

\$5.00	40
\$10.00	100
\$20.00	250
\$30.00	500
\$50.00	1,000

We accept these cards:



### Western Union/MoneyGram\*

\$8.95	60
\$13.95	125
\$23.95	300
\$33.95	550
\$53.95	1,050

\*The rate of airtime transfer is subject to market rates.

For more information, call 1-800-877-4111 or visit [www.MoneyGram.com](http://www.MoneyGram.com). Receive Code: 7870

Or Purchase One of Our Premium Lifetime Value Plans

STAND UP 500

- 500 Anytime Minutes
  - 500 Text Messages
- ONLY \$14.95\* Per Month

STAND UP 1000

- 1000 Minutes
  - 1000 Text Messages
- ONLY \$29.95\* Per Month

STAND UP UNLIMITED

- Unlimited Minutes • 1000 Text Messages
- ONLY \$34.95\* Per Month

\*These rates are based on Premium Lifetime plans only available with auto-pay enrollment. Premium Lifetime plans are subject to change without notice. Limited plans for personal use only. Subject to Stand Up's standard terms and conditions. © 2004 StandUp Wireless, Inc.



Call: 1.800.544.4441 or visit: [www.StandUpWireless.com](http://www.StandUpWireless.com)

Government Supported Wireless Service

# FREE CELLULAR SERVICE

FREE LIFELINE CELLULAR SERVICE  
WITH NO BILLS TO PAY

INCLUDES

**1000**  
ANYTIME MINUTES

**1000**  
TEXT MESSAGES

EACH MONTH:  
EVERY MONTH.



[www.StandUpWireless.com](http://www.StandUpWireless.com) 1.877.219.9908

# FREE CELL PHONE FREE MINUTES & TEXTS

See reverse for more info!



Actual  
rates  
may vary,  
subject to  
availability.

**GET YOUR  
FREE PHONE  
TODAY!**

1.800.544.4441

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

**StandUP**  
WIRELESS

