

ORIGINAL NEW APPLICATION



BEFORE THE ARIZONA CORPORATION

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AZ CORP COMMISSION
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T-04288A-11-0405

IN THE MATTER OF THE APPLICATION OF)
TELRITE CORPORATION D/B/A LIFE WIRELESS)
FOR DESIGNATION AS A WIRELESS ELIGIBLE)
TELECOMMUNICATIONS CARRIER IN THE)
STATE OF ARIZONA (LOW INCOME ONLY).)
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DOCKET NO. T-

Arizona Corporation Commission

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**APPLICATION OF TELRITE CORPORATION D/B/A LIFE WIRELESS FOR
DESIGNATION AS A WIRELESS ELIGIBLE TELECOMMUNICATIONS CARRIER IN
THE STATE OF ARIZONA (LOW INCOME ONLY)**

Telrite Corporation d/b/a Life Wireless ("Telrite" 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 Telrite as an Eligible Telecommunications Carrier ("ETC") for the purpose of receiving federal low income universal service support for prepaid wireless services, specifically Lifeline and Link-Up. Telrite 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. Telrite requests designation as an ETC in the zip codes set forth in Exhibit "A", excluding Federally-Recognized Tribal Lands within those zip codes, (the "Service Area"). Telrite understands that its service area overlaps with many rural carriers in Arizona, but maintains that the public interest factors described below justify its designation in these carriers' service areas, especially because it seeks ETC designation solely to utilize USF funding to provide Lifeline and Link-Up service to qualified low-income

1 consumers. Telrite does not by this Application request that the Commission modify, or seek in
2 any way to affect, the definition of rural telephone company study areas in Arizona.

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

6 **I. GENERAL INFORMATION.**

7 **A.** Telrite Corporation, d/b/a Life Wireless, is a Georgia corporation with its principal
8 offices located at 4113 Monticello Street, Covington, Georgia 30014. Telrite is authorized to do
9 transact business in the State of Arizona. Copies of Telrite's Articles of Incorporation and Arizona
10 Certificate of Good Standing are attached herein as **Exhibit "B"**. The Commission granted
11 Telrite a Certificate of Convenience and Necessity for authority to provide competitive resold
12 interexchange telecommunications services on May 5, 2005. See Docket No. T-04288A-04-0796.
13 Telrite presently provides resold intrastate interexchange services to 325 customers in Arizona.
14 Telrite has also filed an application for a Certificate of Convenience and Necessity to provide
15 facilities-based local exchange telecommunications services which is still pending. See Docket
16 No. T-04288A-07-0409

17 **B.** Correspondence or communications pertaining to this Application should be
18 directed to Telrite's attorneys of record:

19 J. Andrew Gipson
20 Margaret A. Johnson
21 WATKINS LUDLAM WINTER & STENNIS, P.A.
22 190 E. Capitol Street, Suite 800 (39201)
23 P. O. Box 427
24 Jackson, Mississippi 39205-0427
25 Telephone: (601) 949-4681
26 Facsimile: (601) 949-4804
27 Email: agipson@watkinsludlam.com

and

Michael W. Patten
Roshka DeWulf & Patten, PLC
One Arizona Center
400 East Van Buren Street, Suite 800
Phoenix, Arizona 85007
Telephone: (602) 256-6100

Facsimile: (602) 256-6800
Email: mpatten@rdp-law.com

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

4 Brian Lisle, President
5 Telrite Corporation
6 1480 Terrell Mill Road, SE
7 Suite I
8 Marietta, Georgia 30067
9 Telephone: 678-202-0812
10 Email: brian.lisle@telrite.com

11 D. To date, Telrite has received ETC designation for Lifeline and Link-up on a
12 wireless carrier basis in Arkansas, Georgia, Illinois, Louisiana, Maryland, Minnesota, Missouri,
13 West Virginia, and Puerto Rico. It has similar applications for ETC designation pending in the
14 states of Indiana, Maine, Michigan, Mississippi, New Jersey, Oklahoma, Rhode Island,
15 Washington, and Wisconsin. Telrite has not had any ETC designation 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 Telrite. Mechanisms were also established in an effort to moderate the amount of costs to be
25 recovered through basic, recurring charges to low-income users, thereby assisting efforts to
26 maintain reasonable basic rate levels. Only a "common carrier" receiving designation as an ETC
27 under 47 U.S.C. § 214 is eligible to receive subsidies from the federal USF. Wireless carriers are

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

3 Section 214(e)(2) of the 1996 Act³ 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 Act⁴ 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 ¹ 47 U.S.C. § 332(c)(1).

33 ² 47 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 ³ 47 U.S.C. § 214(e)(2).

37 ⁴ 47 U.S.C. § 214(e)(1).

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

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

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

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

20 Further, as shown herein, Telrite meets the five generally established ETC requirements:

- 21 1) Commitment to and ability to provide service in its proposed service area;
- 22 2) Ability to remain functional in emergencies;
- 23 3) Commitment to satisfying consumer protections and service quality standards;
- 24 4) An offering of local usage comparable to that offered by the ILECs; and

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26

⁵ 47 U.S.C. § 214(e)(2).

27 ⁶ 47 C.F.R. § 54.201(d)(2).

⁷ See 47 U.S.C. § 214(e)(1)(A).

1 5) Ability to offer equal access if all other ETCs in the area relinquish their ETC
2 designations.⁸

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

5 **III. DESCRIPTION OF TELRITE’S LIFELINE AND LINK-UP CUSTOMER PLANS.**

6 Telrite Corporation currently provides in other states, and will provide in Arizona, Lifeline
7 and Link-Up services under the brand name Life Wireless. Telrite maintains a website,
8 www.lifewireless.com, for customer enrollment, description of rate plans, account management
9 including replenishment, coverage map and customer service. Telrite’s standard terms and
10 conditions of service are provided in **Exhibit “C”** of this Application.

11 **A. Telrite’s Lifeline Offering.**

12 Lifeline is a component of one of four separate federal universal service fund mechanisms⁹
13 known as the “low-income support mechanism”¹⁰ and is defined in 47 C.F.R. § 54.401 as “a retail
14 local service offering” “available only to qualified low-income consumers” “for which qualifying
15 low-income consumers pay reduced charges as a result of application of the Lifeline support
16 amount” “that includes the services or functionalities enumerated in § 54.401(a)(1) through
17 (a)(9)”, which the Company will use to “[m]ake available Lifeline service...to qualifying low-
18 income consumers”.¹¹ Under the Company’s Wireless Lifeline plan, qualified Lifeline customers
19 who reside in the State of Arizona will select one of three Lifeline plans, which offer a choice of
20 sixty-eight (68), one hundred twenty-five (125), or two hundred fifty (250) minutes of free anytime
21 local and long distance minutes each month. All low-income universal service support will be
22 used to allow the Company to provide the service with no monthly recurring charge, thus ensuring
23 that the consumer receives 100% of all universal service support funding for which the Company
24 will seek reimbursement of USF Lifeline support necessary to provide the free minutes of airtime

25 _____
26 ⁸ FCC 05-46 §IV. ETC Designation Process ¶20.

27 ⁹ 47 C.F.R. § 54.8(a)(1); See “Definitions” at second sentence.

¹⁰ 47 C.F.R. § 54.8(a)(1); See “Definitions” at first sentence.

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

1 above. Unused minutes will rollover from month to month. In the event that all airtime has been
2 used, Lifeline customers will have the capability of purchasing additional airtime by the following
3 methods:

- 4 1. Calling Telrite directly.
- 5 2. Online at www.lifewireless.com
- 6 3. At any of Telrite's authorized retail locations.

7 Telrite's emphasis on providing Arizona's consumers with additional minutes at low cost
8 is exemplified by its recharge plans as follows: 3-days of Unlimited Talk and Text ("UTT") for
9 \$7.95, 1 week of UTT for \$12.95, 2-weeks of UTT for \$21.49, or 1 month of UTT for \$42.95,
10 which provides unlimited minutes in a given month. Life Wireless customers may also purchase
11 pay-as-you-go recharge/refill plans for \$10 and \$25.

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

- 14 (1) Caller ID;
- 15 (2) Call Waiting;
- 16 (3) Call Forwarding;
- 17 (4) 3-Way Calling
- 18 (5) Voicemail.

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

22 **B. Telrite's Link-Up Offering.**

23 Like Lifeline, Link-Up is also a component of one of four separate federal universal service
24 fund mechanisms¹² known as the "low-income support mechanism",¹³ and is defined in 47 C.F.R.
25 § 54.411 as an "assistance program for qualifying low-income consumers, which an eligible
26 telecommunications carrier shall offer as part of its obligations set forth in §§ 54.101(a)(9) and

27 ¹² 47 C.F.R. § 54.8(a)(1); See "Definitions" at second sentence.

¹³ 47 C.F.R. § 54.8(a)(1); See "Definitions" at first sentence.

1 54.101(b)”¹⁴ ¹⁵(emphasis added). Assistance is in the form of a “reduction in the carrier’s
2 customary charge for commencing telecommunications service for a single telecommunications
3 connection” and “shall be half of the customary charge or \$30.00, whichever is less”.¹⁶ Consistent
4 with FCC requirements, Telrite will use Link-Up support to reduce the company’s “customary
5 charge for commencing service” by “half of the customary charge...”¹⁷, which will result in a
6 reduction of the Company’s wireless activation charge by \$30.00. Pursuant to 47 C.F.R. §
7 54.412(c), Telrite allows a customer to receive the benefit of its Link-Up program for a second or
8 subsequent time only for a principal place of residence with an address different from the
9 residence address at which the Link-Up assistance was previously provided.

10 Qualifying subscribers will have the option of deferring the reduced activation charge or
11 receiving a waiver of the remaining activation charge pursuant to a company issued promotion. As
12 such, there is no up-front connection charge applicable to qualifying Telrite Lifeline customers.

13 **IV. LIMITED ETC DESIGNATION.**

14 A. Services.

15 Telrite requests designation as an ETC in Arizona for the limited purpose of participating
16 in the federal Lifeline and Link-Up programs; it does not seek designation as an ETC for the
17 purpose of receiving federal or state High-Cost support or Arizona Universal Service support.
18
19

20
21 ¹⁴ 47 C.F.R. § 54.411(a). The plain reading of this definition is that an ETC is obligated to provide
22 this discount to qualifying low-income consumers. In addition, 47 C.F.R. § 54.413(a) stipulates
23 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...”

24 ¹⁵ 47 C.F.R. § 54.101(a)(9) is the specific obligation to offer Toll Limitation for qualifying low-
25 income consumers while 47 C.F.R. § 54.101(b) is the requirement that an “eligible
26 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, Telrite 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).

27 ¹⁶ 47 C.F.R. § 54.411(a)(1).

¹⁷ *Id.*

1 B. Designation Area

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

8 **V. TELRITE MEETS THE REQUIREMENTS OF THE FCC RULES FOR**
9 **DESIGNATION AS AN ETC IN THE STATE OF ARIZONA**

10 As demonstrated below, Telrite meets the applicable requirements under the FCC Rules for
11 receiving ETC designation by the Commission pursuant to Section 214(e)(2) of 1996 Act.¹⁸ In
12 addition, Telrite complies with the standards established by the FCC for determining whether
13 applicants for ETC status serve the public interest.¹⁹

14 **A. Telrite Will Provide Service Through a Combination of its Own Facilities and**
15 **Resale of Other Carriers' Services.**

16 Telrite is a facilities-based common carrier and will offer all of the services and
17 functionalities required under Section 54.101(a) of the FCC Rules through a combination of
18 Company owned facilities and resale of other carriers' services (collectively, the "Telrite
19 Network"). Consistent with the requirements of Section 214 of the Federal Communications Act
20 of 1934, as amended, ("Communications Act"), 47 U.S.C. §214 (e) (6) and Sections 54.101
21 through 54.207 of the FCC Rules, Telrite, in its provision of wireless services, will rely on a
22 combination of resold services which the Company will obtain from underlying Commercial
23 Mobile Radio Service ("CMRS")²⁰ providers and Company-owned facilities²¹, for functions such
24

25 ¹⁸ 47 U.S.C. § 214(e)(2).

26 ¹⁹ 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).

27 ²⁰ 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.

1 as authentication and management of prepaid calling services and routing of directory assistance
2 calls. Thus, Telrite satisfies the FCC's requirements for an ETC to provide services, at least in
3 part, through a "combination of its own facilities and resale of another carrier's services".²²

4 Telrite has an approved wireless MVNO agreement with AT&T Wireless nationwide.
5 Additionally, Telrite obtains services through commercial mobile radio service ("CMRS")
6 providers that allow the Company to supplement the services provided through Company-owned
7 facilities. Through these arrangements, Telrite is able to offer all of the services and functionalities
8 supported by the universal service program, as detailed in Section 54.101(a) of the FCC Rules,
9 throughout its Service Area²³, thereby allowing the Company to provide service to its customers
10 throughout the Service Area.

11 Currently, there is no state or federal definition or requirement as to the number of, or the
12 amount of, the supported services that an ETC must offer via its "own facilities." The ETC must
13 provide some portion of the supported services through the use of those facilities, which Telrite
14 does. Therefore, Telrite is able to meet the federal requirement that an ETC must offer the
15 supported services at least in part through the use of its own facilities. Additionally, Federal law
16 does not require any particular level of facilities. The FCC stated in its Universal Service Order, 12
17 FCC Rcd 8853, FCC 97-157 ("USF Order"), at **para. 169** that:

18 We adopt the Joint Board's analysis and conclusion that a carrier need not offer
19 universal service wholly over its own facilities in order to be designated as eligible
20 because the statute allows an eligible carrier to offer the supported services through
21 a combination of its own facilities and resale. Although the Joint Board did not
22 reach this issue, we find that the statute does not dictate that a carrier use a specific
23 level of its "own facilities" in providing the services designated for universal
24 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

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

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

²³ See 47 C.F.R. § 54.101(a).

1 reasons, we find that the statute does not require a carrier to use its own facilities to
2 provide each of the designated services but, instead, permits a carrier to use its own
3 facilities to provide at least one of the supported services.

4 In affirming its own decisions, the FCC chose to continue to define the term “own
5 facilities” as “*any physical components* of the telecommunications network that are used in the
6 transmission of the services that are designated for support”²⁴ (emphasis added). The
7 Communications Act’s definition of “network element” matches that of the FCC and defines a
8 “network element” as “a facility or equipment used in the provision of a telecommunications
9 service. Such term also includes features, functions, and capabilities that are provided by means of
10 such facility or equipment, including subscriber numbers, databases, signaling systems, and
11 information sufficient for billing and collection or used in the transmission, routing, or other
12 provision of a telecommunications service.”²⁵ All facilities-based carriers have and use network
13 elements.²⁶

13 **B. Telrite Will Offer All of the Required Services and Functionalities.**

14 In order to be designated as an ETC, the FCC Rules require that carriers offer all of the
15 services supported by the federal universal service mechanisms.²⁷ As demonstrated below, Telrite
16 will offer the supported services throughout the Service Area, through a combination of its own
17 facilities and resale of other carriers’ services. Per the FCC Rules, the ETC must offer the
18 following services:

19 **1. Voice grade access to the public switched network (47 C.F.R. §**
20 **54.101(a)(1)).** “Voice grade access” permits a telecommunications user to transmit voice
21 communications, including signaling the network that the caller wishes to place a call, and to
22 receive voice communications, including receiving a signal that there is an incoming call. Through
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25 ²⁴ See 47 C.F.R. § 54.101; 47 C.F.R. § 54.201(e).

26 ²⁵ See 47 U.S.C. § 153(29).

27 ²⁶ 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.”

²⁷ 47 C.F.R. § 54.101(a)(1) – (9).

1 interconnection agreements with ILECs in Arizona, Telrite's customers will be able to make and
2 receive calls on the public switched telephone network with a minimum bandwidth of 300 to 3000
3 Hertz, per the FCC Rules.

4 **2. Local usage (47 C.F.R. § 54.101(a)(2)).** "Local usage" is an amount of
5 minutes of use of exchange service provided without an additional charge to end users. The FCC
6 has specified that a local usage plan is acceptable if it is "comparable to the one offered by the
7 incumbent LEC in the service areas for which the applicant seeks designation."²⁸ This
8 comparability analysis must proceed on a case-by-case basis, and take account of value-added
9 capabilities and services incorporated into a plan.²⁹ Telrite's current local usage plans,
10 summarized in **Exhibit "C"**, are comparable in value to those offered by ILECs operating in the
11 requested Service Area (Exhibit "C" also includes Arizona specific calling plans). Telrite's plan
12 offers larger local calling areas (as compared to traditional wireline carriers), the convenience and
13 security afforded by mobile telephone service, the opportunity for customers to control cost by
14 receiving a preset amount of monthly airtime at no charge, the ability to purchase additional usage
15 in the event that included usage has been exhausted, 911 service and, where available, E 911
16 service in accordance with FCC requirements.

17 **3. Dual tone multi-frequency signaling or its functional equivalent (47**
18 **C.F.R. § 54.101(a)(3)).** Dual tone multi-frequency ("DTMF") signaling is a method of signaling
19 that facilitates the transportation of call set-up and call detail information. The FCC has recognized
20 that, with respect to wireless carriers, it "is appropriate to support out-of-band signaling
21 mechanisms as an alternative to DTMF signaling."³⁰ Telrite currently uses out-of-band digital
22 signaling and in-band multi-frequency signaling that is the functional equivalent to DTMF
23 signaling.

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26 ²⁸ See Federal-State Joint Commission on Universal Service, 20 FCC Rcd 6371, at ¶ 32 (2005).

27 ²⁹ *Id.*

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

1 **4. Single-Party Service or its Functional Equivalent (47 C.F.R. §**
2 **54.101(a)(4)).** With respect to wireless carriers, “single-party service” affords a user a dedicated
3 message path for the length of a user’s particular transmission. Telrite meets this requirement with
4 respect to each of its service offerings.

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

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

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

25 **8. Access to directory assistance (47 C.F.R. § 54.101(a)(8)).** “Access to
26 directory assistance” means access to a service that includes, but is not limited to, making
27 available to customers, upon request, information contained in directory listings. Telrite meets this

1 requirement by providing access to directory assistance by dialing “411” listings.

2 **9. Toll Limitation (47 C.F.R. § 54.101(a)(9)).** “Toll limitation” includes the
3 offering of either “toll control” or “toll blocking” to qualifying low-income customers, as a means
4 of limiting or blocking the completion of outgoing toll calls. Telrite meets this requirement
5 because Telrite will provide Lifeline services on a prepaid basis, which means that customers pay
6 for their service in advance and can use only the amount of service for which they have already
7 paid. Telrite customers can use their service to complete both local and domestic telephone toll
8 calls. Customers cannot be disconnected for failure to pay telephone toll charges or usage as the
9 Company does not differentiate domestic telephone toll usage from local usage and all usage³¹ is
10 paid for in advance, i.e., on a “pay as you go” basis. This service is ideal for low-income
11 consumers who enjoy the ability to control or limit their charges for both local phone and
12 telephone toll service.

13 **C. Telrite Will Advertise the Availability of Supported Services.**

14 ETCs must advertise the availability of, and the prevailing prices for, the universal services
15 throughout the area in which they have been designated an ETC. Telrite will comply with the
16 requirement regarding advertisement, and Telrite will utilize all universal service support for the
17 provision, maintenance, and upgrading of the supported services. Telrite will announce and
18 advertise telecommunications services as an ETC where it provides service in its Service Area and
19 will publicize the availability of Lifeline and Link-Up services in a manner reasonably calculated
20 to reach those likely to qualify for those services. Accordingly, more low-income Arizona
21 residents will be made aware of the opportunities afforded to them under the Lifeline and Link-Up
22 programs and will be able to take advantage of those opportunities by subscribing to Telrite’s
23 service. Attached as **Exhibit “D”** are sample advertisements used by Telrite in other states.

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26
27 ³¹ That is to say, Telrite’s Lifeline wireless service is not offered on a distance sensitive basis and
minutes are not charged separately for local or domestic long distance services.

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

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

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

16 Under the FCC Rules, an ETC applicant must demonstrate its ability to remain functional
17 in emergency situations³². Although Telrite utilizes its own facilities, it is also a reseller of other
18 carriers' wireless services. This arrangement allows Telrite to provide to its customers the same
19 ability to remain functional in emergency situations as currently provided by the carriers to their
20 own customers, including access to a reasonable amount of back-up power to ensure functionality
21 without an external power source, rerouting of traffic around damaged facilities, and the capability
22 of managing traffic spikes resulting from emergency situations.

23 Moreover, although Telrite cannot guarantee that customers will never experience service
24 disruptions, Telrite offers service as reliable as any other wireless provider present in Arizona.

25 **F. Consumer Protection.**

26 Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable
27

³² 47 C.F.R. § 54.202(a)(2); USF Order at ¶25.

1 consumer protection and service quality standards;³³ Telrite will satisfy all such standards.
2 Telrite in general commits to satisfying all such applicable state and federal requirements related to
3 consumer protection and service quality standards and will comply with the Cellular
4 Telecommunications and Internet Association's Consumer Code for Wireless Service (the "CTIA
5 Code"). In addition, Telrite commits to reporting information on consumer complaints per 1,000
6 lines on an annual basis consistent with the FCC's USF Order.³⁴ Telrite also commits to use its
7 best efforts to resolve customer complaints received by the Commission. The following individual
8 is designated by Telrite to work with Commission Staff to resolve any complaints or other
9 compliance matters:

10 Brian Lisle, President
11 Telrite Corporation
12 1480 Terrell Mill Road, SE
13 Suite 11
14 Marietta, Georgia 30067
15 Telephone: 678-202-0812
16 Email: brian.lisle@telrite.com

15 **G. Local Usage.**

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

19 **H. Equal Access.**

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

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

26 Under the 1996 Act, "[u]pon request and consistent with the public interest, convenience

27 ³³ 47 C.F.R. §54.202(a)(3), 62 Fed. Reg. 15,978 at ¶28.

³⁴ USF Order at Para 4.

1 and necessity”³⁵ the Commission “may, in the case of an area served by a rural telephone
2 company, and shall, in the case of all other areas, designate more than one common carrier as an
3 eligible telecommunications carrier for a service area designated”³⁶ by the Commission. With
4 respect to an area served by a rural telephone company, the Commission “shall find that the
5 designation is in the public interest”.³⁷ Telrite complies with the standards established by the FCC
6 for determining whether applicants for ETC status serve the public interest.³⁸ The FCC has
7 determined that applications for ETC status in “non-rural” areas are *per se* in the public interest.³⁹

8 The “public interest” standard requires that the Commission “consider the benefits of
9 increased consumer choice, and the unique advantages...of the applicant’s service offering”.⁴⁰
10 The FCC has determined that applications for ETC status in “non rural” areas re *per se* in the
11 public interest.⁴¹ Based on the foregoing, Telrite submits that its designation as an ETC in
12 Arizona meets the “public interest” standard established by the FCC. Telrite provides the
13 following information which demonstrates that Telrite’s designation as an ETC on a wireless basis

14 _____
15 ³⁵ 47 C.F.R. § 54.201(c).

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

17 ³⁷ *Id.*

18 ³⁸ 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).

19 ³⁹ Federal-State Joint Commission on Universal Service; Cellco Partnership d/b/a Bell
Atlantic Mobile Petition for Designation as an Eligible Telecommunications Carrier,
20 *Memorandum Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45; -U 14 (Rel. Dec.
26, 2000) (hereinafter “*Cellco Partnership*”) (“For those areas served by non-rural telephone
21 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
22 of section 214(e)(1) is **consistent per se with the public interest**. The carrier need make **no further
showing** to satisfy this requirement.”) (emphasis added).

23 ⁴⁰ 47 C.F.R. § 54.202(c).

24 ⁴¹ Federal-State Joint Commission on Universal Service; Cellco Partnership d/b/a Bell Atlantic
Mobile Petition for Designation as an Eligible Telecommunications Carrier, *Memorandum
Opinion and Order*, CC Docket No. 96-45, 16 FCC Rcd 39, 45 (Rel. Dec. 26, 2000) (hereinafter
25 “*Cellco Partnership*”) (“For those areas served by non-rural telephone companies, such as the state
26 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
27 **consistent per se with the public interest**. The carrier need make **no further showing** to satisfy
this requirement.”) (emphasis added).

1 is consistent with the public interest, convenience and necessity by providing consumers with
2 increased competitive choice through the offering of a unique service.

3 The FCC has also identified factors that are to be considered in determining whether
4 designation of additional ETCs will serve the public interest such as whether the benefits of an
5 additional ETC would outweigh potential harms. These factors include: 1) the benefits of
6 increased competitive choice; and 2) the unique advantages and disadvantages of the company's
7 service offerings.⁴² Telrite affirms that its ETC designation meets these criteria as described
8 below.

9 **A. Increased Competitive Choice.**

10 The FCC has determined that while designation of competitive ETCs promotes and
11 benefits consumers by increasing customer choice, designation must include "an affirmative
12 determination that such designation is in the public interest regardless of whether the applicant
13 seeks designation in an area served by a rural or non-rural carrier."⁴³ Telrite is seeking ETC
14 designation on a wireless basis which will provide an additional valuable alternative to the existing
15 telecommunications services currently available in these areas and will promote competition and
16 facilitate the provision of advanced communications services to low-income residents of Arizona.

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

22 The public interest benefits of inclusion of the Company's wireless service include larger
23 local calling areas (as compared to traditional wireline carriers), the convenience and security
24 afforded by mobile telephone service, the opportunity for customers to control cost by receiving a
25 preset amount of monthly airtime at no charge, the ability to purchase additional usage in the event
26

27 ⁴² See 47 C.F.R. § 54.202(c).

⁴³ See Federal-State Joint Commission on Universal Service, 20 FCC Rcd 6371, ¶ 42 (2005)

1 that included usage has been exhausted, 911 service and, where available, E 911 service in
2 accordance with current FCC requirements.

3 The inclusion of long distance domestic calling as a part of Telrite's wireless offering,
4 along with the fact that service is provided without a monthly recurring charge, will allow
5 consumers to avoid the risk of becoming burdened with large and unexpected charges for toll
6 calling and unexpected overage charges.

7 Designation of the Company as an ETC on a wireless basis will also provide other carriers
8 serving the same area an incentive to improve their existing networks and service offerings in
9 order to remain competitive, which will result in improved consumer services and will also benefit
10 consumers by allowing Telrite to offer the services designated for support at rates that are "just,
11 reasonable, and affordable."⁴⁴

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

25 ⁴⁴ See 47 U.S.C. § 254(b)(1).

26 ⁴⁵ See e.g., *Specialized Common Carrier Services*, 29 FCC 2d 870 (1971).

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

1 The Lifeline and Link-Up service offered by Telrite also provides important benefits that
2 are especially needed by low-income Arizona residents in this time of economic downturn. As of
3 May, 2011, Arizona's unemployment rate is reported to be 9.1 percent⁴⁷, which has a significant
4 impact on many Arizona residents. The availability of a mobile telephone will be critical to the
5 efforts of the unemployed as they search for other employment opportunities. Without a regular
6 paycheck, wireless telephone service would become a luxury beyond the means of many of those
7 persons.

8 Telrite's Lifeline and Link-Up programs will enable thousands of residents to obtain
9 wireless service which would otherwise be unavailable to them. The economic circumstances
10 indicate that low-income individuals, now more than ever, can greatly benefit from the advantages
11 offered by Telrite's Lifeline and Link-Up service thus allowing those adversely impacted by the
12 failing economy or job loss to have access to a free wireless service to assist in emergency
13 situations, facilitate job search efforts, and to maintain contact with family members.

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

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

22 **B. The Unique Advantages of Telrite's Service Offerings.**

23 Telrite will offer a unique, easy to use, competitive and highly affordable wireless
24 telecommunications service, which it will make available to qualified consumers who either have
25 no other service alternatives or who choose a wireless prepaid solution in lieu of more traditional
26

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

1 services.

2 Telrite will provide universal service as a wireless ETC throughout its Service Area.

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

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

8 Telrite offers a local usage plan comparable to the ones offered by the ILECs in the Service
9 Areas.

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

11 ETC designation of Telrite on a wireless basis will impose a negligible burden on the USF.
12 Telrite reiterates that it is applying for ETC designation solely for the purpose to provide Lifeline
13 and Link-Up discounts to qualified low-income consumers and to seek reimbursement for the
14 those discounts and will not seek or accept High Cost support. Under the FCC Rules, an ETC
15 applicant must submit a five-year plan that describes with specificity the proposed improvements
16 or upgrades to the applicant's network on a wire-center-by-wire-center basis throughout its
17 proposed Service Area. The plan submittal requirement is applicable where the applicant seeks
18 High Cost support from the USF, and thus is not applicable where the applicant seeks ETC
19 designation only for "low income" USF support. Because Telrite seeks ETC designation solely for
20 purposes of reimbursement for provision of subsidized Lifeline and Link-Up services to eligible
21 customers, submission of a Five-Year Network Improvement Plan is not required at this time.
22 Since Lifeline support is designed to reduce the monthly cost of telecommunications services for
23 eligible consumers, is distributed on a per-customer basis, and is directly reflected in the price that
24 the eligible customer pays, it is assured that all support received by the carrier is used to provide
25 Lifeline services to consumers, thus promoting Lifeline and the availability of telephone service to
26 low-income users, which is clearly in the public interest. In addition, designation of the Company
27 as an ETC on a wireless basis will not pose any adverse effect in the growth in the High Cost

1 portions of the USF, nor will it create or contribute to an erosion of High Cost funding from any
2 rural or non-rural telephone company.

3 The FCC reaffirmed this position when it stated that “the potential growth of the fund
4 associated with high-cost support distributed to competitive ETCs” is not relevant to carriers
5 seeking support associated with the low-income program.⁴⁸

6 The FCC also recognized that the total effect of additional low-income-only ETC
7 designations would have a minimal impact on the fund when it stated that “any increase in the size
8 of the fund would be minimal and would be outweighed by the benefit of increasing eligible
9 participation in the Lifeline and Link-Up programs, furthering the statutory goal of providing
10 access to low-income consumers.”⁴⁹

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

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

20 **D. Designation of Telrite as an ETC Will Benefit Low Income Consumers in the**
21 **State of Arizona.**

22 Under the FCC Rules, an ETC applicant must demonstrate that it will satisfy applicable
23 consumer protection and service quality standards⁵⁰; Telrite will satisfy all such standards. As
24

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

27 ⁴⁹ TracFone Forbearance Order, at ¶ 17.

⁵⁰ 47 C.F.R. §54.202(a)(3), 62 Fed. Reg. 15,978 at ¶28.

1 part of its certification requirements for providing local exchange services, Telrite must abide by
2 the service quality and consumer protection rules. In addition, Telrite commits to reporting
3 information on consumer complaints per 1,000 lines on an annual basis consistent with the FCC's
4 USF Order.⁵¹ Telrite in general commits to satisfying all such applicable state and federal
5 requirements related to consumer protection and service quality standards.

6 Designation of the Company as an ETC on a wireless basis will make Lifeline and Link-Up
7 discounts available to many more Arizona residents. This provision of Lifeline and Link-Up
8 discounts is particularly valuable to low-income customers in the wireless field, where, to Telrite's
9 knowledge, there is a limited number of wireless providers offering USF supported service and
10 even fewer offering the same with absolutely no monthly recurring charge to the end-user. As
11 such, the service for which Telrite seeks ETC status is unique.

12 Inclusion of Telrite wireless service in the Lifeline and Link-Up programs will serve the
13 public interest by increasing participation of qualified consumers in those programs, thereby
14 contributing to an overall increase in the number of Arizona residents receiving Lifeline and Link-
15 Up service and an increase to the amount of federal USF dollars benefiting Arizona residents.

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

22 **VII. TELRITE WILL COMPLY WITH THE CERTIFICATION AND VERIFICATION**
23 **REQUIREMENTS.**

24 The FCC Rules require each ETC to comply with certification of eligibility and verification
25 of continued eligibility for participation in the Lifeline program.⁵² Telrite has internal controls in
26

27 ⁵¹ USF Order at ¶4.

⁵² 47 C.F.R. § 54.410.

1 place to prevent subscribers from receiving more than one Lifeline discount. Consistent with
2 federal requirements, Telrite requires customers to self-certify at the time of service activation and
3 annually thereafter that they: 1) are the head of household; 2) participate in one of the state-
4 approved means tested programs; 3) will be receiving Lifeline-supported services only from
5 Telrite; 4) do not currently receive Lifeline support; and 5) will notify Telrite in the event that they
6 no longer participate in the qualifying program. Verification of continued eligibility is
7 accomplished by Telrite's annual certification/verification process, in strict compliance with state
8 and federal guidelines.

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

11 **VIII. TELRITE WILL SATISFY THE FOLLOWING ACC CONDITIONS.**

12 The Commission's most recent wireless ETC order, *Tracfone Wireless*, Decision No.
13 72222 (March 9, 2011) granted an ETC designation subject to several conditions. Telrite agrees to
14 similar conditions, specifically:

- 15 1. Telrite shall evaluate providing Lifeline customers free access to Customer Service
16 from Telrite handsets;
- 17 2. Telrite shall file a tariff with the Commission, setting forth the rates, terms, and
18 conditions for its Lifeline service within thirty (30) days of a Commission Order in
19 this matter;
- 20 3. Telrite shall notify the Commission of any future changes to its rates, terms and/or
21 conditions regarding its Lifeline offerings and file such charges in its tariff and
22 amend its tariff in compliance with A.R.S. § 40-367;
- 23 4. Telrite shall make available Lifeline services to qualifying low-income applicants
24 in its ETC service area no later than ninety (90) days after the effective date of this
25 decision and concurrently to notify the Utilities Division Director, by making a
26 filing in Docket Control, of the commencement for such services;
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- 5. Telrite shall apprise the Commission of customer complaints that may arise from its ETC service offerings by making a filing in Docket Control; Telrite shall provide a regulatory contact to the Commission's Consumer Services Division;
- 6. In the event that Telrite requests to relinquish its ETC status and no longer provides Lifeline services, it must provide notice to both the Commission and its customers. Such notices shall be in accordance with A.A.C. R14-2-1107;
- 7. Telrite shall submit an annual report by April 15 of each year, beginning April 15, 2012, that contains its total number of Lifeline subscribers, total amount of Federal USF support received and an affidavit stating that Lifeline discounts or the equivalent are equal to the amount of total federal USF support per line. The annual filing shall be submitted as a compliance item in this docket; and
- 8. That Telrite submit a quarterly report detailing the total number of Lifeline customers, the total number of customers removed from the customer base due to 60-day inactivity, the number of customers removed from the customer base due to annual verification, and the total number of customers who voluntarily relinquished Lifeline service. The quarterly report should be submitted as a compliance item in this docket on the 15 of the month following the end of the quarter.

See Decision No. 72222 at p. 8.

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

Having demonstrated that Telrite satisfies the conditions necessary for designation as an ETC in Arizona, and having shown that the public and universal service interests of the telecommunications consumers of the State of Arizona will be properly served, Telrite respectfully requests that the Commission designate Telrite Corporation d/b/a Life Wireless as an ETC for the provision of low income support on a wireless basis in the State of Arizona.

1 RESPECTFULLY SUBMITTED this 8th day of November, 2011.

2
3 ROSHKA DEWULF & PATTEN, PLC

4 By 

5 Michael W. Patten
6 Timothy J. Sabo
7 One Arizona Center
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9 Phoenix, Arizona 85004

10 and

11 J. Andrew Gipson
12 Margaret A. Johnson
13 Watkins Ludlam Winter & Stennis, P.A.
14 190 E. Capitol Street, Suite 800 (39201)
15 P. O. Box 427
16 Jackson, Mississippi 39205-0427

17 Original and 13 copies of the foregoing
18 filed this 8th day of November 2011 with:

19 Docket Control
20 Arizona Corporation Commission
21 1200 West Washington Street
22 Phoenix, Arizona 85007

23 Copy of the foregoing hand-delivered/mailed
24 this 8th day of November 2011 to:

25 Lyn Farmer, Esq.
26 Chief Administrative Law Judge
27 Hearing Division
28 Arizona Corporation Commission
29 1200 West Washington
30 Phoenix, Arizona 85007

31 Janice M. Alward, Esq.
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6 By *Mary Appolito*

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EXHIBIT

"A"

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

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85208	Mesa	AZ	8.54462	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602	Partial Tribal Lands Covered
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

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Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85248	Chandler	AZ	284.86	Phoenix_AZ	PHXCGRS520	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	PHXCGRS520	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	PHXCGRS520	CASA GRANDE, AZ 520
85293	Casa Grande	AZ	0	Phoenix_AZ	PHXCGRS520	CASA GRANDE, AZ 520
85294	Casa Grande	AZ	0	Phoenix_AZ	PHXCGRS520	CASA GRANDE, AZ 520
85295	Gilbert	AZ	11.9048	Phoenix_AZ	PHXPHX602	PHOENIX, AZ 602

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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	PHXCGRS20	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	PHXCGRS20	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

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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

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Zipcode	Zip_Postal_City	State	Zipcode_Area	Mkt_Name	CSA_Leaf	CSA_Desc
85553	Payson	AZ	0	Phoenix_AZ	PHXPHXG02	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	SierraVista_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	NMXXSVT520	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	NMXPRES20	PRESCOTT, AZ 520
86302	Prescott	AZ	0	Flagstaff_AZ	NMXPRES20	PRESCOTT, AZ 520
86304	Prescott	AZ	0	Flagstaff_AZ	NMXPRES20	PRESCOTT, AZ 520
86312	Prescott Valley	AZ	0	Flagstaff_AZ	NMXPRES20	PRESCOTT, AZ 520
86313	Prescott	AZ	0	Flagstaff_AZ	NMXPRES20	PRESCOTT, AZ 520
86314	Prescott Valley	AZ	23.6316	Flagstaff_AZ	NMXPRES20	PRESCOTT, AZ 520
86315	Prescott Valley	AZ	55.0675	Flagstaff_AZ	NMXPRES20	PRESCOTT, AZ 520
86320	Ash Fork	AZ	358.19	Flagstaff_AZ	NMXPRES20	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.

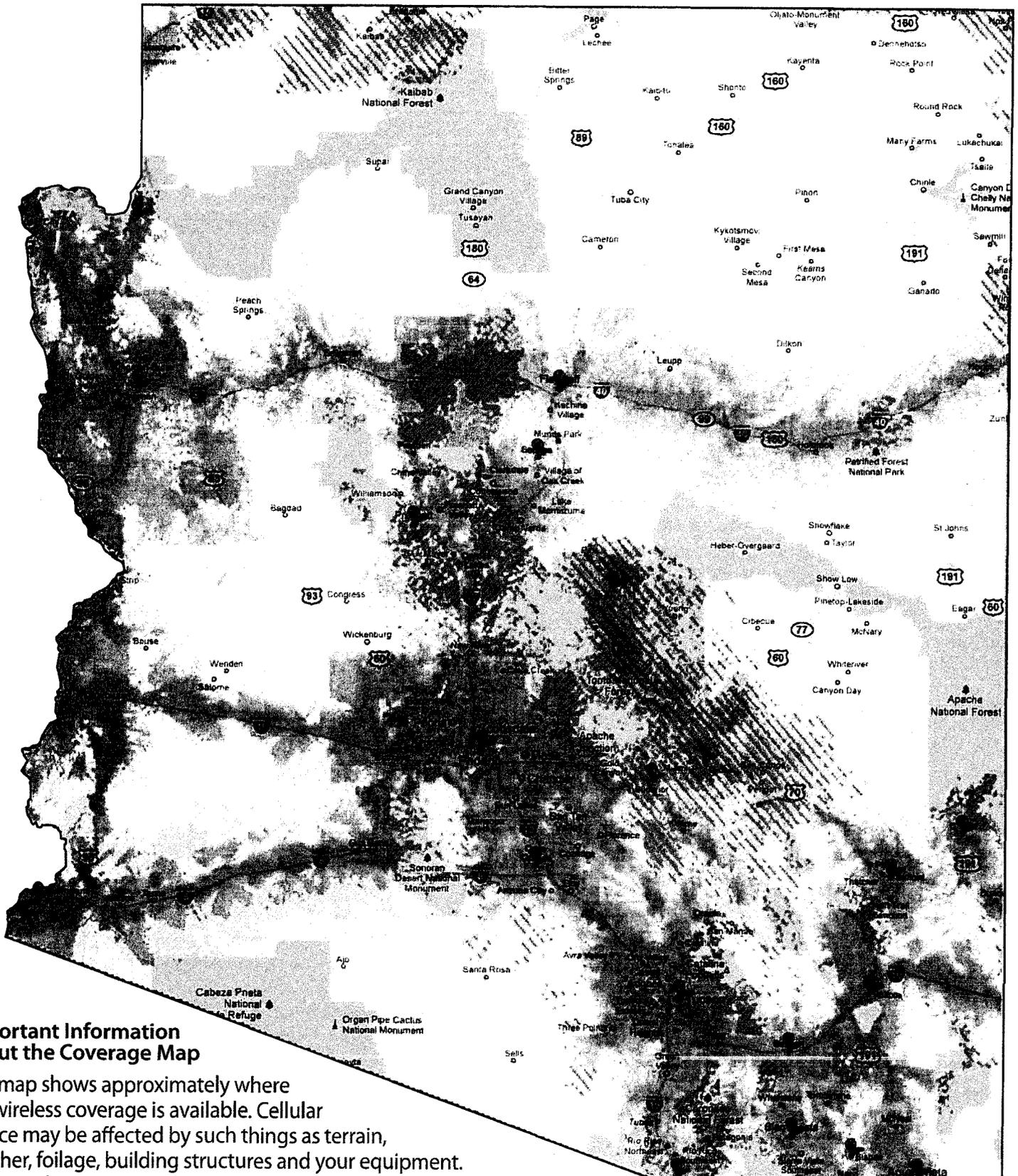
ARIZONA

KEY
 Rate Center

Prepaid Coverage Legend

-  Best
-  Good
-  Moderate

-  Requires 3G Capable Handset
-  Partner
-  No Service Available



Important Information about the Coverage Map

This map shows approximately where our wireless coverage is available. Cellular service may be affected by such things as terrain, weather, foliage, building structures and your equipment. The map does not guarantee service availability.

EXHIBIT

"B"

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

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

*****TELRITE CORPORATION*****

a foreign corporation organized under the laws of Georgia did obtain authority to transact business in the State of Arizona on the 21st day of October 2003.

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

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

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



Executive Director

By: _____ 674345

STATE OF GEORGIA

Secretary of State

Corporations Division

315 West Tower

#2 Martin Luther King, Jr. Dr.

Atlanta, Georgia 30334-1530

CERTIFICATE OF AMENDMENT

I, **Cathy Cox**, the Secretary of State and the Corporations Commissioner of the State of Georgia, hereby certify under the seal of my office that

TELRITE CORPORATION

a Domestic Profit Corporation

has filed articles/certificate of amendment in the Office of the Secretary of State and has paid the required fees as provided by Title 14 of the Official Code of Georgia Annotated. Attached hereto is a true and correct copy of said articles/certificate of amendment.

WITNESS my hand and official seal of the City of Atlanta
and the State of Georgia on June 22, 2006



A handwritten signature in black ink, appearing to read "Cathy Cox".

Cathy Cox
Secretary of State

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
TELRITE CORPORATION**

1.

The name of the Corporation is TELRITE CORPORATION (the "Corporation").

2.

Effective the date hereof, the Articles of Incorporation of Telrite Corporation are amended to replace ARTICLE IV with the following:

ARTICLE IV

The Corporation shall have authority to be exercised by the Board of Directors to issue a total of up to One Million (1,000,000) shares of common stock with the par value of \$0.01 per share.

3.

All other provisions of the Articles of Incorporation shall remain in full force and effect.

4.

This amendment was duly adopted without shareholder action by the Board of Directors of the Corporation. Shareholder action was not necessary pursuant to the provisions of Section 14-2-1002 of the Georgia Business Corporation Code.

5.

This amendment was duly approved and adopted on June 1, 2006.

20th IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment this day of June, 2006.

TELRITE CORPORATION

By: Valerie D. Barton
Valerie D. Barton, Attorney-in-Fact

State of Georgia
Amend/Restate 1 Page(s)



T0620567509

2006 JUN 22 AM 11:23
SECRETARY OF STATE
CORPORATION DIVISION

**ARTICLES OF INCORPORATION
OF
TELRITE CORPORATION**

ARTICLE I

The name of the Corporation is **TELRITE CORPORATION**.

ARTICLE II

The Corporation is organized pursuant to the Georgia Business Corporation Code.

ARTICLE III

The Corporation shall have perpetual duration.

ARTICLE IV

The Corporation shall have authority to issue 50,000 shares of stock.

ARTICLE V

The initial registered office of the Corporation shall be at 190 East Seventh Street, Louisville, Jefferson County, Georgia 30434, and the initial registered agent of the Corporation at such address shall be John R. Murphy III.

ARTICLE VI

The name and address of the incorporator is:

Darryl E. Davis
812 Peachtree Street
Louisville, GA 30434

ARTICLE VII

The mailing address of the initial principal office of the Corporation shall be 812 Peachtree Street, Louisville, GA 30434.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ____ day of January, 2000.



John R. Murphy III
Georgia Bar Number 530900
Attorney for Incorporator

OF COUNSEL:

ABBOT, MURPHY AND HARVEY, P.C.
190 EAST SEVENTH STREET
POST OFFICE BOX 31
LOUISVILLE, GEORGIA 30434
(912) 625-7281

SECRETARY OF STATE
FEB 1 10 50 AM '00
30434

EXHIBIT

"C"

LIFE WIRELESS TERMS

You are bound to the following with regard to your use of the LIFE WIRELESS™ service:

- 1) The Terms of Service, including the binding arbitration clause
- 2) The "Plan Terms" and other information regarding your Rate Plan contained on the Rate Plan page
- 3) The terms and conditions and other information regarding features provided on the page where you selected your features. Printed materials containing much of this information will also be provided to you. Go to WWW.WWW.LIFEWIRELESS.COM for information about the 14 day return policy.

1. LIFE WIRELESS TERMS OF SERVICE: " LIFE WIRELESS " or "we," "us" or "our" refers to LIFE WIRELESS Holdings LLC, acting on behalf of its FCC-licensed partners doing business as LIFE WIRELESS. "You" or "your" refers to the person or entity that is the customer of record and/or purchases or uses the Equipment or Device (as defined below). This LIFE WIRELESS Terms of Service is an agreement between LIFE WIRELESS and you ("Agreement.") PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. PLEASE NOTE: This Agreement requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute.

2. CHARGES: You are responsible for paying all charges for or resulting from services provided under this Agreement. Charges may include, without limitation: airtime, roamer, recurring monthly service, activation, administrative, returned-check and late payment charges; network and other surcharges; optional feature charges; toll, collect call and directory assistance charges; any other charges or calls charged to your phone number; and applicable taxes, surcharges and governmental fees, whether assessed directly upon you or upon LIFE WIRELESS. LIFE WIRELESS may add its own charges to those charged by third parties. Payment for all charges is made in advance and there is no proration of such charges. You agree to pay for incoming and outgoing calls to and from your phone. AIRTIME AND OTHER MEASURED VOICE USAGE ("CHARGEABLE TIME") IS BILLED IN FULL-MINUTE INCREMENTS AND IS ROUNDED UP TO THE NEXT FULL-MINUTE INCREMENT AT THE END OF EACH CALL FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL MINUTE OF AIRTIME USAGE FOR EVERY FRACTION OF THE LAST MINUTE OF AIRTIME USED ON EACH WIRELESS CALL DATA TRANSPORT IS BILLED IN FULL-KILOBYTE INCREMENTS, AND ACTUAL TRANSPORT IS ROUNDED UP TO THE NEXT FULL KILOBYTE INCREMENT AT THE END OF EACH DATA SESSION FOR CHARGING PURPOSES. LIFE WIRELESS CHARGES A FULL KILOBYTE OF DATA TRANSPORT FOR EVERY FRACTION OF THE LAST KILOBYTE OF DATA TRANSPORT USED ON EACH DATA SESSION. NETWORK OVERHEAD, SOFTWARE UPDATE REQUESTS, AND RE-SEND REQUESTS CAUSED BY NETWORK ERRORS CAN INCREASE MEASURED KILOBYTES. If you select a rate plan or additional features that include a predetermined allotment of services (for example, a predetermined amount of airtime, megabytes or text messages), unless otherwise specifically provided as part of such rate plan, any unused allotment of services from one monthly period will not carry over to the next monthly period. Additional charges may apply for detailed information about your usage of services. Chargeable Time begins for outgoing calls when you press SEND (or similar key) and for incoming calls when a signal connection from the caller is established with our facilities. Chargeable Time ends after you press END (or similar key), but not until your wireless telephone's signal of call disconnect is received by our facilities and the call disconnect signal has been confirmed. All outgoing calls for which we receive answer supervision or which have at least 30 seconds of Chargeable Time, including ring time, shall incur a minimum of one-minute airtime charge. Answer supervision is generally received when a call is answered; however, answer supervision may also be generated by voicemail systems, private branch exchanges, and interexchange switching equipment. Chargeable Time may include time for us to recognize that only one party has disconnected from the call, time to clear the channels in use, and ring time. Chargeable Time may also occur from other uses of our facilities, including by way of example, voicemail deposits and retrievals, and call transfers.

3. DISPUTES: WITHIN 60 DAYS OF THE DATE OF ANY EVENT GIVING RISE TO A DISPUTE, YOU MUST NOTIFY US IN WRITING AT LIFE WIRELESS, BILL DISPUTE, PO BOX 2207, COVINGTON GA 30015 ("LIFE WIRELESS'S ADDRESS") OF SUCH DISPUTE, INCLUDING A DISPUTE OVER ANY CHARGES AND ANY SERVICE WE PROVIDED, OR YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE CHARGE OR SUCH SERVICES AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING ANY SUCH DISPUTE.

4. DEVICE: The wireless phone or other device assigned to your account ("Device") must be compatible with, and not interfere with, our service, and must comply with all applicable laws, rules and regulations. A Device capable only of using data service is not allowed with LIFE WIRELESS service. We may periodically program your Device remotely with system

settings for roaming service, to direct your Device to use network services most appropriate for your typical usage, and other features that cannot be changed manually. Devices purchased for use on LIFE WIRELESS's systems are designed for use only on LIFE WIRELESS's network ("Equipment") and may not function on other wireless networks. Equipment is sold exclusively for use with LIFE WIRELESS service and may not be resold. By purchasing such Equipment you agree to activate and use it on LIFE WIRELESS service. You also agree that you will not make, nor will you assist others to make, any modifications to the Equipment or programming to enable the Equipment to operate on any other system. LIFE WIRELESS may, at its sole and absolute discretion, modify the programming to enable the operation of the Equipment on other systems. You understand and acknowledge that the Equipment is sold solely for use with LIFE WIRELESS service and that LIFE WIRELESS will be significantly damaged if you use or assist others to use the Equipment for any other purpose. You agree not to take any action to circumvent limits on the quantity of Equipment that may be purchased. You will be liable to LIFE WIRELESS for any damages resulting from the conduct prohibited in this section.

5. PURCHASES AND AUTHORITY TO USE: Your Device can be used to purchase goods and services including ring tones, graphics, games or news alerts (including subscription plans) from LIFE WIRELESS or elsewhere from third parties ("Goods, Content, and Services"). Goods, Content, and Services may be purchased directly with any Device assigned to your account or on-line. Data transport charges are also incurred in the purchase of Goods, Content, and Services. Unless you have a data feature, in which case you will be billed according to your data feature, you will be charged at the standard per kilobyte charge for the Goods, Content, and Services transport when delivered. You have full-time access to your Goods, Content, and Services transaction history on our website. You are responsible for all Devices containing a SIM assigned to your account. Except as otherwise provided in this Agreement, if such Device is used by others to purchase Goods, Content, and Services, you are responsible for all such purchases and all associated charges. You are giving those other users your authority 1) to order Goods, Content, and Services from the Device, including subscription services, and to incur charges for those Goods, Content, and Services, and 2) to give any consent required for those Goods, Content, and Services, including the consent to use that user's location information to deliver customized information to that user's Device, or to make any representation required for those Goods, Content, and Services, including a representation of the user's age, if requested. Usage by others can be restricted by use of parental controls or similar features. Visit our website to learn more.

6. Unlimited Voice and Text Services: UNLIMITED DOES NOT MEAN UNREASONABLE USE. Unlimited voice services are provided primarily for live dialogue between two individuals. If your use of unlimited services for conference calling or call forwarding exceeds 750 minutes per month, LIFE WIRELESS may, at its option, terminate your service or change your plan to one with no unlimited usage components. Unlimited voice services may not be used for conference calling, call forwarding, monitoring services, data transmissions, transmission of broadcasts, transmission of recorded material, or other connections that do not consist of uninterrupted live dialogue between two individuals. If LIFE WIRELESS finds that you are using an unlimited voice service offering for anything other than live dialogue between two individuals, LIFE WIRELESS may at its option terminate your service or change your plan to one with no unlimited usage components. LIFE WIRELESS will provide notice that it intends to take any of the above actions, and you may terminate the Agreement. With the monthly and daily Unlimited plans, unlimited text within the U.S. includes text only. The rate plan charge for the Unlimited Daily Talk & Text plan is assessed each day you use your phone to make or receive voice calls, including a call to voice mailbox, or send a text message. The day for purposes of the daily rate plan charge starts at midnight and ends at midnight based on the time zone in which you are located when you make a call or send a message. A minimum account balance sufficient to pay the rate plan charge for the daily Unlimited plan is required to place or receive the first call of the day, use IM or send a message.

7. LOCATION-BASED SERVICES: Your Device may be location-enabled meaning that the Device is capable of using optional Goods, Content, and Services, at your request or the request of a user on your account, offered by LIFE WIRELESS or third parties that make use of a user's location ("Location-Based Services"), using location technology such as Global Positioning Satellite ("GPS"), wireless network location, or other location technology. Please review the terms and conditions and the associated privacy policy for each Location-Based Service to learn how the location information will be used and protected. We may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for services like traffic-monitoring. It is your responsibility to notify users on your account that the Device they are using may be location-enabled. The use of certain Location-Based Services or the disclosure of location information may be restricted by use of parental controls or similar features. Visit our website to learn more.

8. **LIFE WIRELESS 411 INFO:** In some cases our directory assistance service (411) will use the location of the Device to deliver relevant customized 411 information based upon the user's request for a listing or other 411 service. By using this directory assistance service, the user is consenting to our use of that user's location information for such purpose. This location information may be disclosed to a third party to perform the directory assistance service and for no other purpose. Such location information will be retained only as long as is necessary to provide the relevant customized 411 information and will be discarded after such use. Please see our privacy policy at <http://privacy-policy.truste.com/verified-policy/www.LIFE.WIRELESS.com> for additional details about our use and protection of your personal information.

9. **LOST OR STOLEN PHONES:** If your Device is lost or stolen, you must contact us immediately to report the Device lost or stolen. If your Device is lost or stolen, you will be responsible for all charges incurred on your phone number until you report the theft or loss. You can report your Device as lost or stolen and suspend service without a charge by contacting us. After you report the theft or loss to us, you remain responsible for complying with your other obligations under this Agreement including, but not limited to, payment of any monthly service fees. We and you have a duty to act in good faith and in a reasonable and responsible manner, including in connection with the loss or theft of your Device.

10. **DISHONORED CHECKS AND OTHER INSTRUMENTS:** We will charge you \$30.00 or the highest amount allowed by law, whichever is less, for any check or other instrument (including any credit card chargebacks) tendered by you and returned unpaid by a financial institution for any reason. You agree to reimburse us the fees of any collection agency, which may be based on a percentage at a maximum of 33% of the debt, and all costs and expenses, including reasonable attorneys' fees, we incur in such collection efforts or the most allowed by law, whichever is less.

11. **CHANGES TO TERMS AND RATES:** We may change any terms, conditions, rates, fees, expenses, or charges regarding your service at any time. We will provide you with notice of such changes (other than changes to governmental fees, proportional charges for governmental mandates, roamer rates or administrative charges) by such means as LIFE WIRELESS determines to be most practicable, including playing a recorded message when you attempt to place a call or attempt to add funds to your account, sending written notice to the address provided at the time of activation, sending an SMS message to your phone, or by such other means as LIFE WIRELESS may determine. You understand and agree that State and Federal Universal Service Fees and other governmentally imposed fees, whether or not assessed directly upon you, may be increased based upon the government's or our calculations. IF WE INCREASE THE PRICE OF ANY OF THE SERVICES TO WHICH YOU SUBSCRIBE, AS SUCH PRICES ARE SET FORTH IN YOUR RATE PLAN BROCHURE, OR IF WE MATERIALLY DECREASE THE GEOGRAPHICAL AREA IN WHICH YOUR AIRTIME RATE APPLIES (OTHER THAN A TEMPORARY DECREASE FOR REPAIRS OR MAINTENANCE), WE WILL DISCLOSE THE CHANGE IN ADVANCE. If you lose your eligibility for a particular rate plan, we may change your rate plan to one for which you qualify.

12. **TERMINATION:** Either party may terminate this Agreement (which will terminate the provision of the Service) at any time on advance notice to the other party. Funds deposited into your account via any method will not be refunded. LIFE WIRELESS may terminate this Agreement at any time without notice if we cease to provide service in your area. We may interrupt or terminate your service without notice for any conduct that we believe violates this Agreement or any terms and conditions of your rate plan, or if you behave in an abusive, derogatory or similarly unreasonable manner with any of our representatives, or if you fail to make all required payments when due or if we have reasonable cause to believe that your Device is being used for an unlawful purpose or in a way that may adversely affect our service. If you have more than one account with us, you must keep all accounts in good standing to maintain service. If one account is past due or over its limit, all accounts in your name are subject to interruption or termination and all other available collection remedies. Any provision of this Agreement which by its context is intended to apply after termination of the Agreement will survive termination, including, but not limited to, any restrictions on the use of Devices or Equipment.

13. **SERVICE LIMITATIONS; LIMITATION OF LIABILITY:** Limitations of liability set forth herein govern unless they are prohibited by applicable law. Service may be interrupted, delayed or otherwise limited for a variety of reasons, including environmental conditions, unavailability of radio frequency channels, system capacity, priority access by National Security and Emergency Preparedness personnel in the event of a disaster or emergency, coordination with other systems, equipment modifications and repairs, and problems with the facilities of interconnecting carriers. We may block access to certain categories of numbers (e.g. 976, 900 and international destinations) in our sole discretion. Your plan may include the ability to make and/or receive calls while roaming internationally. Certain eligibility restrictions apply which may be based on factors such as service tenure and/or payment history and LIFE WIRELESS, in its sole discretion, may block your ability to use your phone while roaming internationally until eligibility criteria is met. International roaming rates, which vary by country, will apply for all calls placed or received while outside the U.S., Puerto Rico and USVI. Compatible international-capable device required. If you want to block the ability to make and/or receive calls or use data functions while roaming

internationally please call customer service for assistance. When outside the U.S., Puerto Rico and USVI, you will be charged normal international roaming airtime when incoming calls are routed to voicemail, even if no message is left. Many devices transmit and receive data messages without user intervention and can generate unexpected charges when powered "on" outside the United States, Puerto Rico and USVI. LIFE WIRELESS may send "alerts" via SMS or email, to notify you of usage. These are courtesy alerts. There is no guarantee you will receive them. We may, but do not have the obligation to, refuse to transmit any information through the service and may screen and delete information prior to delivery of that information to you. There are gaps in service within the service areas shown on coverage maps, which, by their nature, are only approximations of actual coverage. WE DO NOT GUARANTEE YOU UNINTERRUPTED SERVICE OR COVERAGE. WE CANNOT ASSURE YOU THAT IF YOU PLACE A 911 CALL YOU WILL BE FOUND. Airtime and other service charges apply to all calls, including involuntarily terminated calls. LIFE WIRELESS MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL LIFE WIRELESS BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, for any: (a) act or omission of a third party; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays or defects in the service provided by or through us; (c) damage or injury caused by the use of service or Device, including use in a vehicle; (d) claim against you by third parties; (e) damage or injury caused by a suspension or termination of service by LIFE WIRELESS; or (f) damage or injury caused by failure or delay in connecting a call to 911 or any other emergency service. Notwithstanding the foregoing, if your service is interrupted for 24 or more continuous hours by a cause within our control, we will issue you, upon request, either a credit equal to a pro-rata adjustment of any recurring charge (if applicable) for the time period your service was unavailable, not to exceed the charges collected for the period of interruption, or an extension of the expiration period. Our liability to you for service failures is limited solely to the credit set forth above. Unless applicable law precludes parties from contracting to so limit liability, and provided such law does not discriminate against arbitration clauses, LIFE WIRELESS shall not be liable for any indirect, special, punitive, incidental or consequential losses or damages you or any third party may suffer by use of, or inability to use, service or Device provided by or through LIFE WIRELESS, including loss of business or goodwill, revenue or profits, or claims of personal injuries. To the full extent allowed by law, you hereby release, indemnify, and hold LIFE WIRELESS and its officers, directors, employees and agents harmless from and against any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, service provided by LIFE WIRELESS or any person's use thereof (including, but not limited to, vehicular damage and personal injury), INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF LIFE WIRELESS, or any violation by you of this Agreement. This obligation shall survive termination of your service with LIFE WIRELESS. LIFE WIRELESS is not liable to you for changes in operation, equipment or technology that cause your Device or software to be rendered obsolete or require modification. SOME STATES, INCLUDING THE STATE OF KANSAS, DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES OR LIMITS ON REMEDIES FOR BREACH. THEREFORE, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

14. ACCOUNT ACCESS: You authorize us to provide information about and to make changes to your account, including adding new service, upon the direction of any person able to provide information we deem sufficient to identify you. An account password will be assigned to you. In order to protect the security of your account, you should change this password as soon as possible after your account is activated. If you do not change your password, your account may not be secure.

15. VOICEMAIL SERVICE: We may deactivate your voicemail service if you do not initialize it within a reasonable period after activation. We will reactivate the service upon your request.

16. DISPUTE RESOLUTION BY BINDING ARBITRATION: Please read this carefully. It affects your rights. Summary: Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-888-543-3620. In the unlikely event that LIFE WIRELESS' customer service department is unable to resolve a complaint you may have to your satisfaction (or if LIFE WIRELESS has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted. For any non-frivolous claim that does not exceed \$75,000, LIFE WIRELESS will pay all costs of the arbitration. Moreover, in arbitration you are entitled to recover attorneys' fees from LIFE WIRELESS to at least the same

extent as you would be in court. In addition, under certain circumstances (as explained below), LIFE WIRELESS will pay you more than the amount of the arbitrator's award and will pay your attorney (if any) twice his or her reasonable attorneys' fees if the arbitrator awards you an amount that is greater than what LIFE WIRELESS has offered you to settle the dispute.

17. ARBITRATION AGREEMENT

- a. LIFE WIRELESS and you agree to arbitrate all disputes and claims between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:
 - i. claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
 - ii. claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
 - iii. claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
 - iv. claims that may arise after the termination of this Agreement.
- v. References to "LIFE WIRELESS," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Devices under this or prior Agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, including, for example, the Federal Communications Commission. Such agencies can, if the law allows, seek relief against us on your behalf. **You agree that, by entering into this Agreement, you and LIFE WIRELESS are each waiving the right to a trial by jury or to participate in a class action.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.
- b. A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to LIFE WIRELESS should be addressed to: General Counsel, LIFE WIRELESS, PO BOX 2207 COVINGTON, GA 30015 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If LIFE WIRELESS and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or LIFE WIRELESS may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by LIFE WIRELESS or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or LIFE WIRELESS is entitled.
- c. After LIFE WIRELESS receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$75,000. (The filing fee currently is \$125 for claims under \$10,000 but is subject to change by the arbitration provider. If you are unable to pay this fee, LIFE WIRELESS will pay it directly upon receiving a written request at the Notice Address.) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless LIFE WIRELESS and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as otherwise provided for herein, LIFE WIRELESS will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse LIFE WIRELESS for all monies previously disbursed by it that are otherwise your obligation

to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek more than \$75,000 in damages, the payment of these fees will be governed by the AAA rules.

- d. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of LIFE WIRELESS's last written settlement offer made before an arbitrator was selected, then LIFE WIRELESS will:
 - i. pay you the amount of the award; and
 - ii. pay your attorney, if any, the amount of attorneys' fees, and reimburse any expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration ("the attorney premium").
 - iii. If LIFE WIRELESS did not make a written offer to settle the dispute before an arbitrator was selected, you and your attorney will be entitled to receive the payment and the attorney premium, respectively, if the arbitrator awards you any relief on the merits. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the payment and the attorney premium at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.
- e. The right to attorneys' fees and expenses discussed in paragraph (4) supplements any right to attorneys' fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs. Although under some laws LIFE WIRELESS may have a right to an award of attorneys' fees and expenses if it prevails in an arbitration, LIFE WIRELESS agrees that it will not seek such an award.
- f. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND LIFE WIRELESS AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and LIFE WIRELESS agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.
- g. Notwithstanding any provision in this Agreement to the contrary, we agree that if LIFE WIRELESS makes any future change to this arbitration provision (other than a change to the Notice Address) during your Service Commitment, you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above. By rejecting any such change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

18. MISCELLANEOUS: This Agreement, any applicable rate summary sheet, the terms included in the rate brochure(s) describing your plan and services, terms of service for products and services not otherwise described in this Agreement or the brochure that are posted on a LIFE WIRELESS website and any documents expressly referred to herein or therein, make up the complete agreement between you and LIFE WIRELESS, and supersede any and all prior agreements and understandings relating to the subject matter of this Agreement. If any provision of this Agreement is found to be unenforceable by a court or agency of competent jurisdiction, the remaining provisions will remain in full force and effect. The foregoing does not apply to the prohibition against class or representative actions that is part of the arbitration clause; if that prohibition is found to be unenforceable, the arbitration clause (but only the arbitration clause) shall be null and void. LIFE WIRELESS may assign this Agreement, but you may not assign this Agreement without our prior written consent. In the event of a dispute between us, the law of the state of your address of record on your account at the time the dispute is commenced, whether in litigation or arbitration, shall govern except to the extent that such law is preempted by or inconsistent with applicable federal law. Your caller identification information (such as your name and phone number) may be displayed on the equipment or bill of the person receiving your call; technical limitations may, in some circumstances, prevent you from blocking the transmission of caller identification information. You consent to the use by us or our authorized agents of regular mail, predictive or autodialing equipment, email, text messaging, facsimile or other reasonable means to contact you to advise you about our services or other matters we believe may be of interest to you. In any event, we reserve the right to contact you by any means regarding customer service related notifications, or other such information. The original version of this Agreement is in the English language. Any discrepancy or conflicts between the English version and any other language version will be resolved with reference to and by interpreting the English version.

Connecticut Customers/Questions About Your Service: If you have any questions or concerns about your service, please call Customer Care at: 1-888-543-3620, dial 611 from your wireless phone or visit WWW.LIFEWIRELESS.COM. If you are a Connecticut customer and we cannot resolve your issue, you have the option of contacting the Department of Public Utility Control (DPUC): Online: www.state.ct.us/dpuc; Phone: 800-382-4586; Mail: Connecticut DPUC, 10 Franklin Square, New Britain, CT 06051.

Puerto Rico Customer: If you are a Puerto Rico customer and we cannot resolve your issue, in addition to binding arbitration or small claims court, you may notify the Telecommunications Regulatory Board of Puerto Rico of your grievance. Mail: Capital Center Building, Tower II, 235 Avenida Arterial Hostos Suite 1001, San Juan, Puerto Rico 00918-1453; Phone: 787-756-0804 or 1-866-578-5500; Online: www.jrtp.gobierno.pr.

California Customers: For tips on how to protect against fraud, please visit the CPUC's website at, www.CalPhoneInfo.com

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Georgia Customer: Complaints concerning Lifeline/ Linkup service can be directed to the Georgia Public Service Commission's Consumer Affairs Unit at [404-656-4501](tel:404-656-4501).



Arizona - Available Life Wireless calling plans:

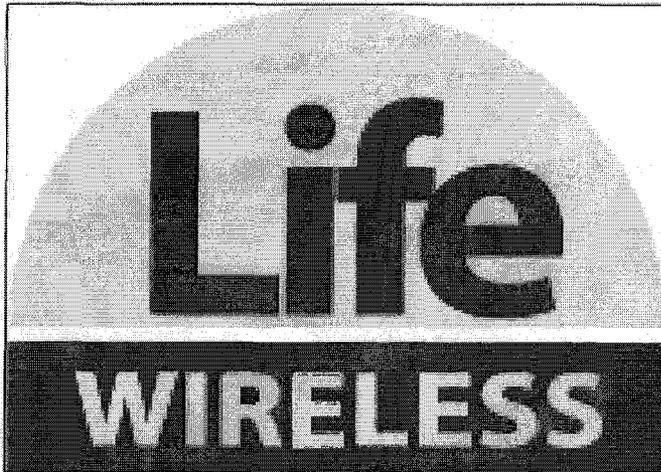
PLANS	NON-RECURRING ACTIVATION FEE	MONTHLY FEE	MINUTES	TEXT RATE	ROLLOVER
Lifeline eligible	\$0.00	\$0.00	68	.50 (1/2) MINUTES PER TEXT	YES
Non- Lifeline eligible	\$60.00	\$13.50	68	.50 (1/2) MINUTES PER TEXT	YES
Lifeline eligible	\$0.00	\$0.00	125	1 MINUTE PER TEXT	YES
Non- Lifeline eligible	\$60.00	\$13.50	125	1 MINUTE PER TEXT	YES
Lifeline eligible	\$0.00	\$0.00	250	1 MINUTE PER TEXT	NO
Non- Lifeline eligible	\$60.00	\$13.50	250	1 MINUTE PER TEXT	NO

Available Life Wireless recharge/refill plans:

Retail Price	Minutes	Rate Per Minute	Text Rate
\$10 Refill	101 Anytime Minutes	\$0.099	\$0.05
\$25 Refill	252 Anytime Minutes	\$0.099	\$0.05
\$7.95	Unlimited Talk & Text 3-DAY	Unlimited	Unlimited
\$12.95	Unlimited Talk & Text 7-DAY	Unlimited	Unlimited
\$21.49	Unlimited Talk & Text 14-DAY	Unlimited	Unlimited
\$42.95 Refill	Unlimited Talk & Text 30-DAY	Unlimited	Unlimited

EXHIBIT

"D"



LIFE WIRELESS

LIFE WIRELESS is a government supported program that provides a free cell phone, activation, and monthly minutes to LinkUp & LifeLine eligible customers. Contact us to see if you are eligible today!

- FREE ACTIVATION!
- FREE PHONE!
- FREE MONTHLY MINUTES!
- NO ROAMING!
- FREE LONG DISTANCE!
- REFILL WITH OUR OTHER GREAT CALLING PLANS!
- NATIONWIDE GSM COVERAGE!
- FREE VOICE MAIL
- FREE CALLER ID
- FREE CALL WAITING
- 911 ACCESS



CUSTOMER SERVICE— 1-888-543-3620
ACTIVATION LINE— 888-543-3640
customerservice@lifewireless.com
support@lifewireless.com



LIFE WIRELESS is a government supported service that provides **FREE** cellular service, a **FREE** cell phone, and **FREE** monthly minutes to LinkUp & LifeLine eligible customers.

QUALIFYING GOVERNMENT PROGRAMS:

- Federal Public Housing Assistance or Section 8
- Supplemental Nutrition Assistance Program formerly known as Food Stamps
- Low Income Home Energy Assistance Program
- Medicaid
- National School Lunch Program's free lunch program
- Supplemental Security Income
- Temporary Assistance for Needy Families

LIFE WIRELESS CALLING PLANS

<u>PLAN 1</u>	<u>PLAN 2</u>	<u>PLAN 3</u>	<u>PLAN 4</u>
<ul style="list-style-type: none"> • 68 Free Minutes • 3 Days Unlimited Talk & Text Per Month • .50 (1/2) Minutes Per Text • Rollover 	<ul style="list-style-type: none"> • 125 Free Minutes • 1 Minute Per Text • Rollover 	<ul style="list-style-type: none"> • 250 Free Minutes • 1 Minute Per Text • No Rollover 	<ul style="list-style-type: none"> • Unlimited Talk and Text for 1 month • \$29.45 • No Rollover

*SMS Messages deduct from your Free Minute Balance.

CUSTOMER SERVICE — 1-888-543-3620
www.lifewireless.com
EMAIL- info@lifewireless.com

Questions or Concerns?

Questions or concerns regarding Lifeline and/or Link-Up or any service issues in the State of Georgia should be directed to the Georgia Public Service Commission Consumer Affairs Division by calling 404-656-4501 or toll free 800-282-5813.

