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**Via Overnight Courier**

Docket Control Center  
Utilities Division  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, AZ 85007

T-20913A-15-0191

**RE: Mobilitie, LLC**  
Application and Petition for Certificate of Convenience and Necessity to Provide  
Telecommunications Services

Dear Sir or Madam:

Enclosed for filing please find the original and thirteen (13) copies of the application and petition for a certificate of convenience and necessity to provide wholesale telecommunications transport services submitted on behalf of Mobilitie, LLC ("Mobilitie").

**Prior to submitting the required financial information, issuance of a protective order by staff is respectfully requested. Please send the document to the attention of the undersigned at [vmp@commlawgroup.com](mailto:vmp@commlawgroup.com)**

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope for that purpose.

Any questions you may have regarding this filing should be directed to my attention at (703) 714-1309 or via email to [vmp@commlawgroup.com](mailto:vmp@commlawgroup.com). **Thank you** for your assistance in this matter.

Arizona Corporation Commission  
**DOCKETED**  
JUN 09 2015

DOCKETED BY *BTU*

Respectfully submitted,

*Vineetha Pillai*  
Vineetha Pillai  
Counsel to Mobilitie, LLC

Enclosures

**APPLICATION  
CERTIFICATE OF CONVENIENCE & NECESSITY**

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone (“COPT”) telecommunications services in Arizona, provide the Arizona Corporation Commission (“Commission”) with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity (“CC&N”) will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated May 24, 2010. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

**ARIZONA CORPORATION COMMISSION**

**Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:  
(Please Stamp Here)

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending  
in Arizona as an Interexchange reseller, AOS provider,  
or as the provider of other telecommunication services.

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

**A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION**

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and mark the appropriate box(s).

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C).
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)
- Other Mobilitie provides radio frequency transport services to enable other carriers, including but not limited to wireless telecommunications service providers, to provision the direct transmission of voice communications and data services.

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660  
Tel. (949) 515-1500  
Fax. (949) 274-7556  
Email. [info@mobilitie.com](mailto:info@mobilitie.com)  
<http://www.mobilitie.com/>

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A-2):

N/A

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

Chester Bragado  
2220 University Drive  
Newport Beach, CA 92660  
Tel. (949) 999-5790  
Fax. (949) 274-7556  
Email. chester@mobilite.com

(A-5) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Attorney and/or Consultant:

Vineetha Pillai  
1420 Spring Hill Road, Suite 401  
McLean, VA 22102  
Tel. (703) 714-1309  
Fax. (703) 563-6222  
Email. vmp@commlawgroup.com

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Complaint Contact Person:

Chester Bragado  
2220 University Drive  
Newport Beach, CA 92660  
Tel. (949) 999-5790  
Fax. (949) 274-7556  
Email. chester@mobilite.com

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership: \_\_\_ Limited, \_\_\_ General, \_\_\_ Arizona, \_\_\_ Foreign
- Limited Liability Company: \_\_\_ Arizona, X Foreign – Nevada
- Corporation: \_\_\_ "S", \_\_\_ "C", \_\_\_ Non-profit
-

Other, specify: \_\_\_\_\_

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicant's Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

See **Attachment A**

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number). **Original Page Nos. 8 and 24.**
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number). **Original Page Nos. 8 and 24. Applicant will be providing service rates on an individual customer basis.**
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number). **Original Page Nos. 7-21**
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number). **Original Page No. 8**
5. The proposed fee that will be charged for returned checks (reference by Tariff page number). **Original Page No. 11**

See **Attachment B**

(A-10) Indicate the geographic market to be served:



Statewide. (Applicant adopts statewide map of Arizona provided with this application).



Other. Describe and provide a detailed map depicting the area.

See **Attachment F**

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.

4. Actions taken by the Applicant to remedy and/or prevent the Complaints from re-occurring.

**See Attachment G**

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

**See Attachment G**

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is Applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits.

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Long Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange, a \$100,000 bond will be recommended.

Yes

No

If any box in (A-14) is marked "No", continue to question (A-15).

**Note:** Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If any box in (A-14) is marked "No", provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the Applicant's superior financial position limits any risk to Arizona consumers.

**Mobilitie believes that a bond is not necessary due to the fact that it will initially be providing its service only to other carriers, not to individuals or small businesses. If at any time in the future this changes, then Mobilitie will take necessary steps to comply with the Commission's bond requirements. Mobilitie's carrier customers are sophisticated businesses with the incentive and adequate contractual and other means to ensure that Mobilitie provides its service at a high level of service quality. Mobilitie's business model of providing service to predominantly national wireless carriers ensures that the lack of a bond poses little to no risk to Arizona customers.**

**Mobilitie's deposit policy, found at Original Page No. 8 of its tariff, provides that "the Company will return the deposit within 30 days after discontinuance of service or after 12 months of service, whichever occurs first." Additional information regarding Mobilitie's deposit policy is found at Original Page No. 8.**

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the Applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities-Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until you are advised to do so by the Hearing Division.

**Mobilitie will file the Affidavit of Publication after it is informed by Commission staff.**

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

**Applicant has had one application denied in Colorado and the proceeding was dismissed without prejudice. Applicant applied for local exchange carrier authority with the Colorado Public Utilities Commission, but the service description (as provided in this application) did not fall within the definition of local exchange service and was therefore denied. We identified that for Mobilitie to provide its service, formal certification was unnecessary.**

**Mobilitie is authorized to provide service in the following states: Alaska, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Iowa, Illinois, Indiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Minnesota, Missouri, Mississippi, Montana, Nebraska, Nevada, New Hampshire, New Mexico, New Jersey, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont,**

Virginia, Washington, West Virginia, Wisconsin and Wyoming.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

**Mobilitie currently offers its service in all of the states where it is approved to provide telecommunications services. These states are identified above in (A-18).**

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

N/A

(A-21) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

**Applicant hereby petitions the Commission to find that its service is competitive.**

#### B. FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes  No

If "No," explain why and give the date on which the Applicant began operations.

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.

4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

**See Attachment D. Financial statements will be submitted pursuant to issuance of a protective order.**

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

N/A

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

**See Attachment E.**

**C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

**D. FACILITIES-BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes  No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in Arizona.
2. Identify the types of facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services that the Applicant sells in Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities-based long distance telecommunications AND/OR facilities-based local exchange telecommunications services in Arizona.

**Applicant will not be selling standard long distance and local exchange services in Arizona. Applicant builds networks as a neutral host provider of infrastructure solutions to wireless carriers.**

**E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

Yes  No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

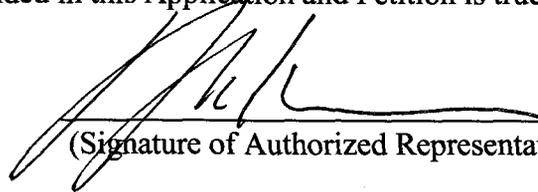
Yes  No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

Yes  No

**Applicant will not be selling local exchange services in Arizona. Applicant builds networks as a neutral host provider of infrastructure solutions to wireless carriers.**

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 11) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

  
\_\_\_\_\_  
(Signature of Authorized Representative)

6/5/2015  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Mark Askelson

\_\_\_\_\_  
Senior Vice President of Investments

~~SUBSCRIBED AND SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_,~~

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires

See Attached

# California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

S.S.

On June 5, 2015 before me, Victoria Rose Cardona, Notary Public  
Name of Notary Public Title

personally appeared Mark Askelson  
Name of Signer (1)

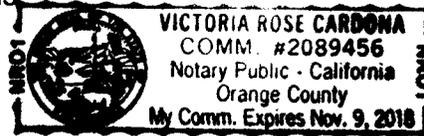
Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Victoria Rose Cardona  
Signature of Notary Public



Seal

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_

containing \_\_\_\_\_ pages, and dated \_\_\_\_\_

The signer(s) capacity or authority is/are as:

- Individual(s)  
 Attorney-in-fact  
 Corporate Officer(s) \_\_\_\_\_  
Title(s)

- Guardian/Conservator  
 Partner - Limited/General  
 Trustee(s)  
 Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Number of Person(s) (only if not Signer is Representing)

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- form(s) of identification  credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer  Signer(s) Thumbprints(s)

\_\_\_\_\_

**ATTACHMENT A**

Arizona Certificate of Good Standing  
List of Officers with Ownership of Each

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**

**CERTIFICATE OF GOOD STANDING**

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*MOBILITIE, LLC\*\*\***

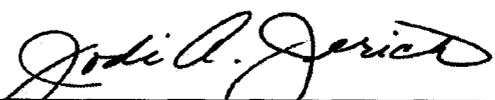
a foreign limited liability company organized under the laws of the jurisdiction of California did obtain a Certificate of Registration in Arizona on the 29th day of January 2007.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation 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 13th Day of June, 2014, A. D.



  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: \_\_\_\_\_ 1078775

Gary Jabara, Founder and Chief Executive Officer (90%)

Christos Karmis, President (0%)

Mark Askelson, Senior Vice President of Investments (0%)

Brian Schaeffgen, Chief Financial Officer (0%)

**Gary Jabara, Founder and Chief Executive Officer**

Prior to founding Mobilitie, Gary was a Partner at Deloitte & Touche and the firm's Partner-in-Charge of Wireless Real Estate and Infrastructure. Gary leads the firm in its quest to fulfill its mission and vision of being the most innovative and open infrastructure firm in the world. While at Deloitte, Gary oversaw the negotiation of over \$10 billion of telecommunication infrastructure assets on behalf of the Big Six Wireless Carriers. He also led the firm's National Practice for Capital Projects Advisory Services, and advised Global Fortune 100 firms on the efficient deployment of their capital.

**Christos Karmis, President**

While at Mobilitie, Christos has led the development and implementation of our customized Lease-to-Suit™ tower program with several of the largest national wireless carriers. He also currently oversees tower leasing and colocation activity on Mobilitie's wireless communication towers. Before joining Mobilitie, Christos specialized in real estate advisory services and the wireless communications industry with Deloitte Consulting. While at Deloitte, he provided operational and network optimization strategies to several of the Big Six Wireless Carriers. In addition, Christos is experienced with process improvement, technology optimization, and establishing Sarbanes-Oxley-compliant financial controls for network lease administration. He has also led due diligence projects for the sale of significant wireless communication assets. Prior to joining Deloitte, Christos was an engineer for Harris Corporation specializing in digital mapping, and holds an MBA from the Warrington School of Business at the University of Florida, a Management Certificate from Harvard University, and a Bachelor of Science in Mechanical Engineering from Clemson University.

**Mark Askelson, Senior Vice President of Investments**

Before joining Mobilitie, Mark was Senior Manager with Deloitte Consulting and a Leader of the firm's Wireless Real Estate Practice. Mark manages all of Mobilitie's significant investment activities and transactions. At Deloitte, Mark provided strategic real estate and portfolio capitalization strategies for corporate users, including the development of operations and asset strategies for three of the major wireless carriers. Previously, at Cleveland Real Estate Partners, a boutique firm acquired by Deloitte, he specialized in managing complex lease and fee transactions. Prior to attending graduate school, Mark was Principal Planner with the Lake County, IL. Department of Planning, Zoning and Environmental Quality. Mark holds an MBA from the Weatherhead School of Management at Case Western Reserve University, and a Bachelor of Science in Landscape Architecture from the University of Wisconsin - Madison.

**Brian Schaeffgen, Chief Financial Officer (CFO)**

Brian serves as CFO and oversees Mobilitie's enterprise-wide financial management and administration. His responsibilities encompass Mobilitie's reporting, capital markets, planning, tax, governance and risk management activities. Brian joined Mobilitie with over 20 years of financial and operational experience. He began his career with Deloitte, and has served as CFO of publicly-traded and privately-held companies in the real estate, investment and business services industries. He has been involved in the acquisition and disposition of over \$2.0 billion in assets. Brian holds a Bachelor of Business Administration from the University of Notre Dame. He is a certified public accountant and licensed real estate broker.

**ATTACHMENT B**

Proposed Transport Services Tariff

Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660

Arizona Tariff No. 1  
Ariz. Corp. Comm. Title Sheet

---

Tariff Schedule  
Applicable to  
  
RADIO FREQUENCY TRANSPORT SERVICES  
  
of  
  
**MOBILITIE, LLC**

The officer responsible for the Company's tariff filings is:

Gary Jabara  
Chief Executive  
Mobilitie, LLC  
2220 University Drive  
Newport Beach, California 92660  
Telephone: (877) 999-7070

---

Issued Date:

Gary Jabara  
Chief Executive Officer

Effective Date:

---

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE NO.	REVISION	PAGE NO.	REVISION
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
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24	Original		

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

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Issued Date: \_\_\_\_\_

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Gary Jabara  
Chief Executive Officer

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660

Arizona Tariff No. 1  
Ariz. Corp. Comm. Original Page No. 4

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**PRELIMINARY STATEMENT**

This tariff contains all effective rates and rules together with information relating, and applicable to Mobilitie, LLC ("Company").

The Company has been authorized by the Arizona Corporations Commission ("AZCC" or "Commission") to provide telecommunications transport services throughout the State of Arizona.

The rates and rules contained herein are subject to change pursuant to the rules and regulations of the PSC.

This tariff is governed and interpreted according to the laws of Arizona.

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Issued Date: \_\_\_\_\_

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**EXPLANATION OF SYMBOLS**

- (C) To Signify Changed Regulation.
- (D) Delete or Discontinue
- (I) Change Resulting in an Increase to a Customer's Bill
- (M) Moved from Another Tariff Location
- (N) New
- (R) Change Resulting in a Reduction to a Rate
- (S) Matter Appearing Elsewhere or Repeated for Clarification
- (T) Change in Text but no Change to Rate or Charge
- (V) Signified Vintage Tariff
- (Z) Correction

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Issued Date: \_\_\_\_\_

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS**

**Channel:** A communications path between two or more points of termination.

**Commission:** Arizona Corporation Commission.

**Company:** Mobilitie, LLC

**Customer:** The person, firm, corporation or other entity that orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Customer Designated Premises:** The premises specified by the Customer for origination or termination of services.

**Dedicated Access:** Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Facilities:** Any cable, poles, conduit, carrier equipment, wire center distribution frames, central office switching equipment, etc., used to provide services offered under this tariff.

**Holidays:** The Company observes the following Holidays: New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, Christmas Day.

**Individual Case Basis ("ICB"):** Customer-specific arrangements that may vary from tariff in rates, terms and/or conditions according to Customer-specific requirements and service-specific parameters.

**Nonrecurring Charges:** Charges to the Customer for services and equipment, assessed by the Company once, usually at the origination or termination of services, and/or installation of equipment.

**Premises:** A building or buildings on contiguous property, not separated by a public highway or right-of-way.

**Recurring Charges:** Monthly, quarterly or other periodic charges to the Customer for services and equipment, which continue for the agreed-upon duration of the service.

**RF:** Radio Frequency.

**RAN:** A radio access node.

**Transmission Path:** An electrical path capable of transmitting signals within the range of the service offering. A transmission path is comprised of physical or derived facilities consisting of any form or configuration of plant used in the telecommunications industry.

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Chief Executive Officer

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## SECTION 2 – RULES AND REGULATIONS

### 2.1 Undertaking of Company

The Company's services are furnished for telecommunications services originating and/or terminating in any area within the State of Arizona.

The Company provides RF Transport Services to Customers to enable the direct offering of voice communications and data services. Services are offered via the Company's facilities (whether owned, leased, or under contract) in combination with resold services provided by other certificated carriers. The Company is responsible under this tariff only for the services and facilities the Company provides hereunder.

Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the: duplication of codes.

The Company's services are provided on a monthly basis unless: otherwise provided, and are: available twenty-four (24) hours per day, seven (7) days per week, subject to the availability of necessary service, equipment and facilities and the economic feasibility of providing such necessary service, equipment, and facilities.

### 2.2 Application for Service

Service may be initiated only based on a written agreement between the Company and the Customer. To initiate a service request, the Customer must provide the following information: the Customer's name; an address to which the Company shall provide service; and a billing address (if different). The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer. Potential customers who are denied service must be given the reason for the denial in writing within 10 days of service denial.

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Issued Date: \_\_\_\_\_

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Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

2.3 Contract or Agreements

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special

Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions.

Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

2.4 Deposits

The Company may, at its sole discretion, require a deposit or usage prepayment as a condition to receiving service or additional service. The Company reserves the right to review an applicant's or a Customer's credit history at any time to determine if a deposit is required.

In the event the Customer fails to establish a satisfactory credit history, deposits are a form of security that may be required from Customers to ensure payment of bills.

Deposits shall be no greater than twice the estimated average monthly bill for the class of service applied for.

Deposits will be refunded with interest within 30 days after discontinuance of service or after 12 months of service, whichever comes first. Interest will accrue at an annual rate of 5% on the amount deposited that is held over 6 months, otherwise, the interest on deposits shall be accrued and paid in accordance with the Commission's regulations. The Company will credit such interest to each eligible depositor by paying such interest in cash or deducting it from the amount of a bill for service.

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Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

2.5 Notices

Notices provided to the Customer by the Company shall be as follows:

A. Rate Information

- (1) Rate information and information regarding the terms and conditions of service will be provided upon request by a current or potential Customer. Notice of major increases in rates will be provided in writing to Customers and postmarked at least 30 days prior to the effective date of the change. No Customer notice is required for minor rate increases or for rate decreases. Customers will be advised of optional service plans in writing as they become available. In addition, Customers shall be advised of changes to the terms and conditions of service no later than the Company's next periodic billing cycle.
- (2) When Company provides information to a Customer that is in conflict with its tariffs, the Customer shall have the right to bring a complaint against the Company.

B. Discontinuance of Service Notice

(1) Notice by Customers

Customers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice must be in writing.

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Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

(2) Notice by Company

Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Customer not less than 10 calendar days prior to termination. Each notice will include all of the following information:

1. The name and address of the Customer whose account is delinquent.
2. The amount that is delinquent.
3. The date when payment or arrangements for payment are required in order to avoid termination.
4. The procedure the Customer may use to initiate a complaint or to request an investigation concerning service or charges.
5. The telephone number of a representative of the Company, who can provide additional information or institute arrangements for payment.

C. Change in Ownership or Identity Notice

Company shall notify Customers in writing of a change in ownership or identity of the Customer's service provider on the Customers' next monthly billing cycle.

D. Rules for Company Notices

Notices the Company sends to Customers, or the Commission, will be a legible size and printed in a minimum point size type of 10 and are deemed made on date of presentation.

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Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

2.6 Rendering and Payment of Bills

- A. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Service continues to be provided for the minimum service term.
- B. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are billed monthly in advance. The Company is not responsible for any telephone charges that may be included by the Customer in gaining access to the Company's network.
- C. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-two (32) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The late payment date will be prominently displayed on the Customer's bill. Company shall endeavor to credit payments within 24 hours of receipt to avoid assessing late payment charges incorrectly.
- D. The name(s) of the Customer(s) desiring to use service must be set forth in the application for service.
- E. Returned Check Charge: \$25.00

2.7 Disputed Bills

Billing disputes should be addressed to Company's customer service organization via telephone to 1-877-999-7070.

In case of a billing dispute between the Customer and the Company as to the amount of a bill that cannot be adjusted with mutual satisfaction, the Customer can make the following arrangement:

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Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

Prior to suspension or termination of service by the Company, the Customer may request, either orally or in writing, that the Company investigate and review the disputed amount. The Company will comply with such request. The undisputed portion of the bill must be paid by the due date shown on the bill or the service will be subject to suspension/termination if the Company has notified the Customer by written notice of such delinquency and impending suspension/termination. Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

The Company will not suspend/terminate the Customer's service for nonpayment as long as the Customer complies with the procedures of this section.

In order to avoid suspension of service and late payment charges, the disputed amount must be paid within fourteen (14) calendar days after the date the Company notifies the Customer that the investigation and review are completed and that such payment must be made or service will be interrupted. However, the Company will not suspend service prior to the payment due date as shown on the bill.

A customer may dispute charges and seek a credit for bills paid to the Company within years of billing, commencing five (5) days after remittance of the bill.

**2.8 Cancellation of Service By Company**

A. The Company may discontinue service under the following circumstances:

1. Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Customer may be liable for all reasonable court costs and attorneys as determined by the Commission or by the Court; or

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Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

2. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, the public or to employees of the utility; or
  3. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  4. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  5. For unlawful use of the service or use of the service for unlawful purposes; or
  6. Failure to post a required deposit or guarantee; or
  7. A violation of, or failure to comply with, any regulation or condition governing the furnishing of service; or
  8. If the Customer provides false information to the Company regarding the Customer's identity, address, creditworthiness, or past, current or planned use of Company's services.
- B. The Company will provide the following notice of disconnection:
1. Written notice of the pending disconnection will be rendered not less than 10 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S. Mail to the Customer's last known address.
  2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not initially be discontinued on any Saturday, Sunday, legal holiday, or any other day Company service representatives are not available to serve Customers.

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Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

C. Restoration of service:

The Customer may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Customer's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$35.00 charge for restoration of service after disconnection; if, however, the equipment necessary for service has been removed, the non-recurring fee will apply.

2.9 Cancellation of Service By Customer

Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation. However, Customer may not cancel service prior to expiration of the: initial five (5) year term.

Customer is responsible for charges while still connected to the Company's service and the: payment of associated local exchange company charges, if any, for service charges.

Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. Based on an order for service and construction has either begun or has been completed, but no service provided.

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Issued Date: \_\_\_\_\_

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Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

2.10 Special Information Required on Forms

A. Customer Bills

The Company shall be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Customer may write. If the Company uses a billing agent, it will also include the name of the billing agent it uses. Each bill for telephone service will contain notations concerning the following areas, as applicable:

- (1) When to pay your bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay your bill;
- (5) Questions about your bill;
- (6) Network access for interstate calling;
- (7) In addition to the above, each bill shall include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 30 calendar days of presentation date. Should you question this bill, please request an explanation from Mobilitie, LLC."

Company will also advise the Customer in writing of the Commission's formal and informal complaint procedures and that, if there is still disagreement after the investigation and review by the Company and the Company's written findings to the Customer, the Customer may appeal to the Commission within 10 days of the date the Company mailed its findings to the Customer.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

B. Deposit Receipts

The Company shall provide the Applicant or Customer with a Deposit Receipt for any deposit received. The receipt shall show the Customer's name, service address, type of service, amount of deposit, rate of interest on deposit, date received, Company's name, and a statement of the conditions under which the deposit will be refunded. The Company will refund the Customer's deposit even if the Customer has lost the receipt.

2.11 Credit Establishment

Each applicant for service shall provide credit information satisfactory to the Company or pay a deposit. Deposits may be avoided if the applicant:

- A. Provides credit history acceptable to the Company. Credit information contained in the applicant's account record may include, but shall not be limited to, account established date, 'can-be-reached' number, billing name, and location of current and previous service.
- B. A cosigner or guarantor may be used providing the cosigner or guarantor has acceptable credit history with the serving Company or another acceptable local carrier.
- C. Company cannot refuse a deposit to establish credit for service. However, it may request the deposit to be in cash or other acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit).

2.12 Prorating of Bills

Any prorated bill shall use a 30-day month to calculate the pro-rata amount. Prorating shall apply only to recurring charges. All nonrecurring and usage charges incurred during the billing period shall be billed in addition to prorated amounts.

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Issued Date: \_\_\_\_\_

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Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

2.13 Information to Be Provided to the Public

A copy of this tariff schedule will be available for public inspection in the Company's business office during regular business hours, which is located at:

500 Newport Center Drive, Suite 830  
Newport Beach, California 92660

Copies of the Company's tariff schedules are available to the public at nominal costs to recover photocopying, postage and/or transmission expenses.

2.14 Continuity of Service

In the event of prior knowledge of an interruption of service for a period exceeding one day, the Customers will, if feasible, be notified in writing, by mail, at least one week in advance.

2.15 Use of Service

Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

2.16 Limitations of Service

Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff. Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

Company reserves the right to discontinue furnishing the service upon its written notice, when necessitated by conditions beyond its control or when Customer is using the service in violation of the provisions of this tariff, or in violation of the law.

Title to all facilities provided by Company under these regulations remains in Company's name.

2.17 Interconnection

Service furnished by Company may be interconnected with services or facilities of other authorized communications common carrier and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.18 Liability of the Company

A. The provisions of this rule do not apply to errors and omissions caused by willful misconduct, fraudulent conduct or violations of law.

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Issued Date: \_\_\_\_\_

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Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

- B. In the event an error or omission is caused by the gross negligence of the Company, the liability of the Company shall be limited to and in no event exceed the sum of \$10,000.
- C. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, or errors, or defects in any of the services or facilities furnished by the Company up to and including its Local Loop Demarcation Point, including exchange, toll, private line, supplemental equipment, alphabetical directory listings (excluding the use of bold face type) and all other services, shall in no event exceed an amount equal to the pro rata charges to the Customer for the period during which the services or facilities are affected by the mistake, omission, interruption, delay, error or defect, provided, however, that where any mistake, omission, interruption, delay, error or defect in any one service or facility affects or diminishes the value of any other service said liability shall include such diminution, but in no event shall the liability exceed the total amount of the charges to the Customer for all services or facilities for the period affected by the mistake, omission, interruption, delay, error or defect.
- D. The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the lines of the Company and connecting utilities.

2.19 Measurement of Service

Charges for service are without regard to mileage.

2.20 Responsibilities of the Customer

- A. The Customer is responsible for: placing any necessary service orders; complying with tariff terms and conditions; for assuring that users comply with tariff regulations; and for payment of charges for calls originated from the Customer's telephone lines.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

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**SECTION 2 – RULES AND REGULATIONS (con't)**

- B. The Customer is responsible for arranging access to its premises at times mutually agreeable to Company and the Customer when required for installation, repair, maintenance, inspection or removal of equipment associated with the provision of Company services.
- C. The Customer is responsible for maintaining its terminal equipment and facilities in good operating condition. The Customer is liable for any loss, including loss through theft, of any Company equipment installed at the Customer's premises.

2.21 Special Construction

Special construction charges apply where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs. Charges will be based on the costs incurred by the Company (including return) and may include:

1. non-recurring charges;
2. recurring charges;
3. termination liabilities; or
4. combinations of the above.

2.22 Demarcation Points

Services shall be provided to mutually agreeable points of demarcation.

2.23 Force Majeure

The Company will not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company will not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or actions taken by any court or government agency having jurisdiction over the Company.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

**SECTION 2 – RULES AND REGULATIONS (con't)**

2.24 Disclaimer of Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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Issued Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

Effective Date: \_\_\_\_\_

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**SECTION 3 – DESCRIPTION OF SERVICE OFFERED**

3.1 Application of Rates

RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers.

3.2 RF Transport Service

A. General service offerings and limitations

RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to emit RF coverage.

RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company provided bi directional RF-to-optical conversion equipment at a hub facility. The hub facility can be Customer or Company provided. The conversion equipment allows the Company to accept RF traffic from the Customer and then send bi-directional traffic transmission across the appropriate optical networks. At the remote end, Customer or Company provided RF-to-optical conversion equipment allows bi-directional conversion between optical signals and RF signals. RF signals can be received and transmitted at this remote node. Hence the Company provides optical transit services for RF signals.

The furnishing of RF Transport Services requires certain physical arrangements of equipment and facilities of the Company and other entities and is subject to the availability of such equipment and facilities and the economic feasibility of providing such necessary equipment and facilities and the RF Transport Services.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

**SECTION 3 – DESCRIPTION OF SERVICE OFFERED (con't)**

The specific limitations applicable to RF Transport Services are as follows:

- All optical services are provided on single: mode optical fiber.
- Some optical services may be of a multi-wavelength nature.
- Current wireless standards limit the distance between a hub site and a remote node to 20km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

**B. Minimum Term**

The minimum service term for RF Transport Service is five (5) years.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

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**SECTION 4 – RATES**

The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

Description	Fee per Segment
Nonrecurring connection charge	\$100,000
Monthly recurring charge	\$15,000

For purposes of this Tariff, Segment shall mean a one-way optical carrier between one (1) Customer hub site or remote node and another Customer hub site or remote node. The optical carrier is a single optical wavelength. The optical fiber can carry more than one wavelength.

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Issued Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Gary Jabara  
Chief Executive Officer

**ATTACHMENT C**

Affidavit of Publication Form

**Affidavit of Publication Form**

Applicant will file the Affidavit of Publication after this application is filed and Applicant is advised of the hearing date and the Publication of legal notice.

# **ATTACHMENT D**

Financial Statements

### **Financial Statements**

Financial statements will be submitted separately under seal following the issuance of a protective order.

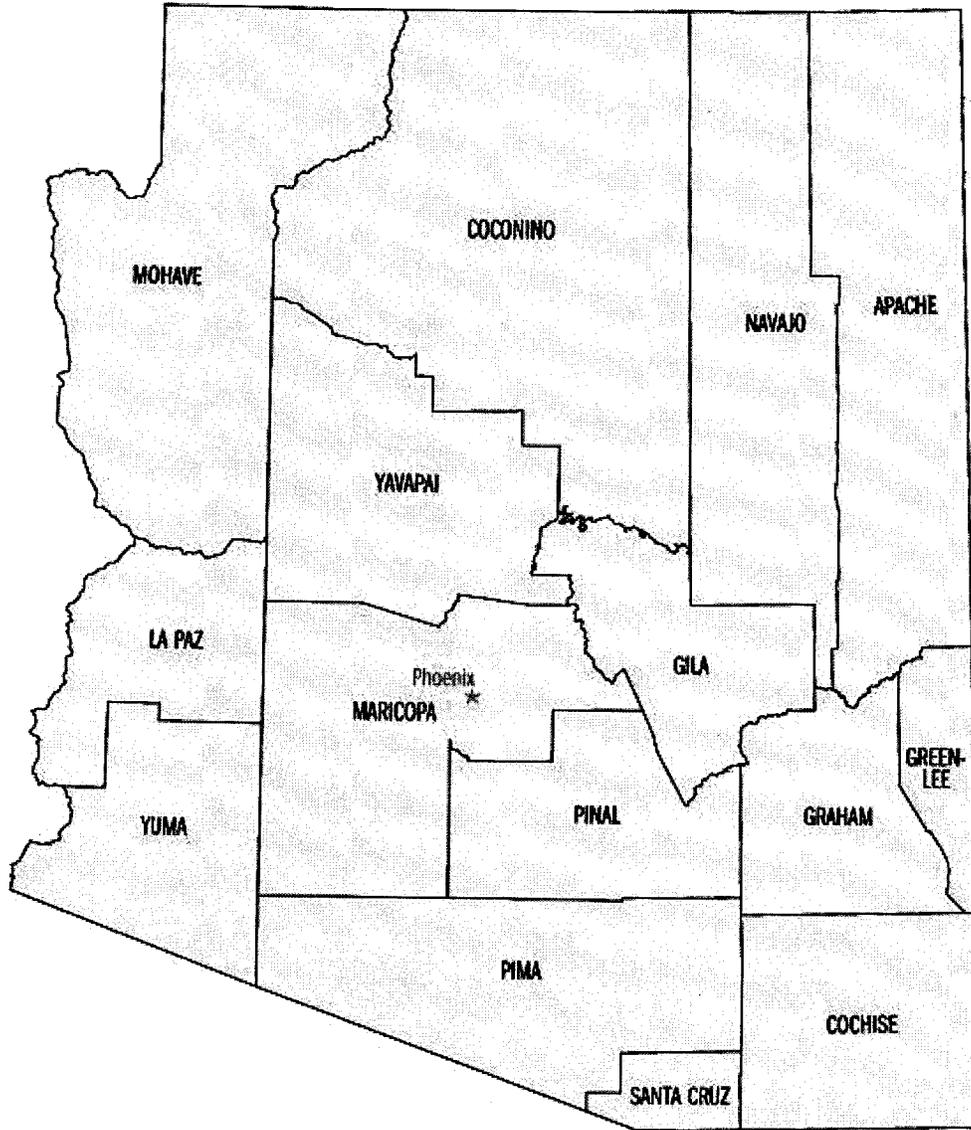
**ATTACHMENT E**

Financial Projections

1. Projected total revenue for the first 12 months: \$0.00
2. Operating expenses during the first 12 months: \$0.00
3. Net book value of Arizona jurisdictional assets used to provide service in Arizona: \$0.00
4. The projected value of all assets is zero.
5. N/A

**ATTACHMENT F**

Arizona Map



**ATTACHMENT G**

Regulatory Proceeding and Civil Claims History

## Civil Claims

1. **Mobilitie v. C&H Office Furniture Solutions, Inc.** (Orange County Superior Court Case No. 30-2008-00112793)
  - In September 2008, C&H Office Furniture Solutions, Inc. removed pieces of office furniture from Mobilitie's Newport Beach, California storage facility. Mobilitie did not authorize these actions and demanded return of the furniture. C&H Office Furniture refused these requests. On October 2, 2008, Mobilitie filed a Complaint against C&H Furniture, alleging cause of action for (i) conversion, (ii) trespass to chattels, and (iii) claim and delivery. The Complaint was served in January 2009. C&H Office Furniture did not respond to the Complaint. Mobilitie received a default judgment against C&H in June 2009.
  
2. **Mobilitie, LLC v. Above and Beyond IT, Inc.**
  - Action for breach of contract and breach of express and implied warranties based on defendant's failure to provide adequate hardware and software and failure to implement a network and server that would support Mobilitie's business needs and long-term growth objectives.
  - On January 12, 2007, Mobilitie filed a complaint against Above and Beyond IT, Inc. in the Superior Court of the State of California for the County of Orange. Mobilitie paid defendant \$17,842.38 and defendant completed a server implementation and migration project. However, the hardware and software supplied were deficient in meeting Mobilitie's business needs. Mobilitie sought to recover damages.
  - On September 2007, the defendant paid \$12,000.00 to Mobilitie, and Mobilitie dismissed the lawsuit.
  
3. **Century Group, Inc. vs. Mobilitie, LLC**
  - Century Group is a recruiting firm that sued Mobilitie for breach of contract based upon Mobilitie's alleged failure to pay the \$25,000.00 fee for Century Group's placement of a candidate with Mobilitie. Mobilitie cross-complained for breach of the parties' oral agreement that Century Group would give Mobilitie a deep discount on the placement. Mobilitie also alleged that Century Group acted negligently in disclosing confidential salary and bonus information.
  - The case settled on June 2008. Mobilitie paid \$25,000.00 in settlement and the lawsuit was dismissed with mutual releases
  
4. **Acquity v. Mobilitie, LLC**
  - On December 12, 2007, Acquity Group, Inc. filed a demand for arbitration with the American Arbitration Association, Case no. 73-145-005594-08 against

Mobilitie, seeking to recover sums allegedly due Acquity by Mobilitie for services performed pursuant to an April 13, 2007 Master Services Agreement between the parties.

- Mobilitie entered into a written settlement agreement with Acquity and thereby agreed to pay Acquity \$192,000.00 in full settlement of Acquity's claims. As part of the settlement agreement, Acquity and Mobilitie provided a release of all of their respective claims against each other arising from the Master Services Agreement and the work which was the subject of the agreement. Settlement payment was made and Acquity dismissed claim with prejudice.
5. Mobilitie, LLC vs. Tant, Gill, et al. (Orange County Superior Court Case No. 30-2012-00600477)
- Mobilitie filed a complaint for compensatory and punitive damages for conversion; intentional violation of the Federal Computer Fraud and Abuse Act (18 U.S.C. § 1030); intentional and unlawful access to stored communications (18 U.S.C. §2707); intentional violation of the California Uniform Trade Secrets Act (C.C.C. §3426, *et seq.*); and conspiracy.
  - The case was transferred to the U.S. District Court for the Central District of California on October 31, 2012. On April 3, 2013, the case was terminated by an order granting voluntary dismissal.
6. Mobilitie, LLC vs. Tant, Gill, et al. (U.S. District Court, Eastern District of Tennessee at Chattanooga Case No. 12-cv-320)
- Case closed April 4, 2013. Motion to dismiss granted. Case for the same claims as above. Jurisdiction chosen based on diversity.
7. Mobilitie, LLC vs. Douglas Lodder (Orange County Superior Court Case No. 30-2014-00702067)
- Lodder is a former employee of Mobilitie, LLC. Mobilitie filed a complaint against him on January 30, 2014, for compensatory and punitive damages and injunctive relief for: (1) breach of written contracts; (2) intentional interference with advantageous relationships; (3) breach of fiduciary duties; (4) intentional violation of the California Unfair Trade Secrets Act (C.C.C. § 3426, *et seq.*); and, (5) intentional breach of the duty of loyalty (Cal. Labor code 2860).
  - Mobilitie contends that after Lodder's employment terminated, he joined a competitor and used Mobilitie's information to enable that competitor to obtain jobs that were being bid on by Mobilitie.
  - Lodder has demurred to the complaint and a hearing was granted for June 30, 2014.

8. Michael Lanzon, and Bike Religion, Inc. vs. Mariner's Center M2, LLC and Gary Jabara (Orange County Superior Court Case No. 30-2013-00671052)
  - Action brought against Mariner's Center M2, LLC and Gary Jabara for injunction, civil penalties and other equitable relief for a claimed violation of California Business and Professions Codes §17200, by alleged engagement in an unlawful scheme to disrupt and dislocate commercial tenants Michael Lanzon and Bike Religion, Inc.
  - This case is currently pending.

#### Regulatory Proceedings

1. Mobilitie, LLC was a named party in three Nevada Public Utilities Commission ("Nevada PUC") show cause proceedings, under Docket No. 12-08024 in 2012, and Docket Nos. 13-10053 and 13-08019 in 2013. These cases were for failure to file regulatory reports in a timely fashion. However, these were remedied and Mobilitie's Certificate of Public Convenience and Necessity ("CPCN") was not revoked. In the most recent proceeding, on October 9, 2013, Staff petitioned for an order to appear and show cause why Applicant's CPCN should not be revoked and why administrative fines should not be imposed because of Mobilitie's failure to timely file its annual report. At the hearing the issue was resolved by Mobilitie (via their third party compliance company) coordinating filing of past due state reports. Therefore, Mobilitie was able to maintain its Nevada CPCN. The Nevada PUC list of CPCN holders identifies Mobilitie's certificate number 2886 as active.
2. Mobilitie LLC was subject to the Public Service Commission of Wyoming's show cause proceeding under Docket No. 74699-2-TI-13 in 2013 for failure to file its annual report with the Commission in violation of W.S. § 37-2-203(b). In January 2014 the registration authority of Mobilitie, LLC to provide interexchange and local exchange telecommunications services in Wyoming was canceled. Applicant has reapplied for authority and was granted authority. Mobilitie can assure the Commission that as it has now retained the managed compliance services of a third-party compliance reporting service provider, it will no longer fail to meet its compliance obligations in a timely fashion.