

NEW APPLICATION



0000170379

ORIGINAL

ARIZONA CORPORATION COMMISSION

RECEIVED

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

2016 JUN 24 P 1:22

AZ CORP COMMISSION
DOCKET CONTROL

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

T-20974A-16-0203

Arizona Corporation Commission
DOCKETED

JUN 24 2016

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

DOCKETED BY

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 _____ (Please attach complete description)

(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:

CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, CA 92024
Tel: (800) 477-1477
Fax: (888) 475-3433
Email: compliance@FreedomVoice.com
Website: www.FreedomVoice.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):

Applicant will conduct business in the State of Arizona under the name "FreedomVoice Systems."

(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:

Gino Capozzi, Tax and Regulatory Compliance Manager
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 214
Encinitas, CA 92024
Tel: (800) 477-1477 x 816
Fax: (800) 477-1477
Email: compliance@freedomvoice.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:

Michael W. Sillyman
Kutak Rock LLP
8601 North Scottsdale Road, Suite 300
Scottsdale, AZ 85253
Tel: (480) 429-4893
Fax: (480) 429-5001
Email: michael.sillyman@kutakrock.com

Michael P. Donahue
Keenan P. Adamchak
Marashlian & Donahue, PLLC
1420 Spring Hill Road, Suite 401
Tysons, VA 22102
Tel: (703) 714-1319
Fax: (703) 563-6222
Email: mpd@commlawgroup.com
kpa@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:

Cedar Coleman, Director of Customer Care
CallCatchers Inc. d/b/a FreedomVoice
169 Saxony Road, Suite 2016
Encinitas, CA 92024
Tel: (800) 477-1477 x 807
Fax: (800) 477-1477
Email: cedar.coleman@freedomvoice.com

Customers may also contact Applicant's customer care team 24 hours a day, 7 days a week at (800) 477-1477 x 2, or at customercare@freedomvoice.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, _____ Foreign
- Corporation: _____ "S", X "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.

(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). **Please see Tariff pages 18-19.**
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number). **Please see Tariff pages 18-19.**
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number). **Please see Tariff pages 7-16.**
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number). **Please see Tariff page 14.**
5. The proposed fee that will be charged for returned checks (reference by Tariff page number). **Please see Tariff page 18.**

(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.

(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.

Please see **ATTACHMENT F**.

(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.

Neither the Applicant or any of its officers, directors, partners, or managers have been or are currently involved in any other civil or criminal investigation, or had any 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.

(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.

Applicant will not collect advances, prepayments, or deposits from customers. If at any time in the future this policy changes, then Applicant will take necessary steps to comply with the Commission's bond requirements.

Applicant's deposit policy, found at Original Sheet No. 14 of this tariff, provides that "If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges."

(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.

Applicant shall submit an Affidavit of Publication Form as ATTACHMENT C before Commission staff prepares and issues its report concerning this Application.

(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.

Applicant's underlying providers are as follows: ANI, Bandwidth, Bluetone, Brightlink, Iristel, Level 3 Communications, Onvoy, and Verizon.

(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 is currently authorized to provide resold interexchange telecommunications services pursuant to registration, commission order, or on a deregulated basis in the following states: California, Connecticut, Illinois, Michigan, New Jersey, New York, Pennsylvania, and Washington.

(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.

Applicant is currently offering similar services in all fifty states and the District of Columbia.

(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.

Applicant is not affiliated with any alternative service providers as defined in R14-2-801.

(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

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.

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

Please see ATTACHMENT D for an explanation of Applicant's financial resources.

(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.

Please see **ATTACHMENT D** for Applicant's responses to Section B-4.

LIST OF ATTACHMENTS

ATTACHMENT A – Corporate Documents & Ownership Information

ATTACHMENT B – Tariff

ATTACHMENT C – Affidavit of Publication Form

ATTACHMENT D – Financial Resources

ATTACHMENT E – Service Area Map

ATTACHMENT F – Complaint Proceedings

ATTACHMENT A

Corporate Documents & Ownership Information

Attached hereto is a copy CallCatchers Inc. d/b/a FreedomVoice Systems' ("FreedomVoice," or "Applicant") Certificate of Good Standing as a Foreign Corporation in Arizona.

Furthermore, FreedomVoice is in the process of being acquired by GoDaddy Operating Company, LLC ("GoDaddy Operating"). GoDaddy Operating, its direct wholly-owned subsidiary San Fernando Merger Sub Inc. ("San Fernando Merger Sub"), FreedomVoice, and certain FreedomVoice shareholders entered into an Agreement and Plan of Merger dated as of May 17, 2016 (the "Agreement"). Pursuant to the Agreement, San Fernando Merger Sub will be merged with and into FreedomVoice – with FreedomVoice being the surviving entity. All equity securities of FreedomVoice will be canceled, and its shareholders will be entitled to receive consideration for those securities. FreedomVoice will thus become an indirect, wholly-owned subsidiary of GoDaddy Operating. Upon or after the closing of the transfer of control, the parties anticipate that the vast majority of FreedomVoice's operations and assets will be assigned from FreedomVoice to GoDaddy.com LLC ("GD LLC"), a direct, wholly owned subsidiary of GoDaddy Operating. Accordingly, the Applicant respectfully requests the Commission consider FreedomVoice's proposed ownership as it considers this registration, or, to the extent required, approves FreedomVoice's acquisition by GoDaddy Operating and GD LLC ("Proposed Transaction"). GD LLC will file for and obtain any necessary licenses necessary to provide intrastate services prior to the transfer of any customers.

Accordingly, Applicant hereby provides ownership and management information for before and after the Proposed Transaction:

I. Pre-Transaction

A. Ownership Information

FreedomVoice is currently owned by the following individuals:

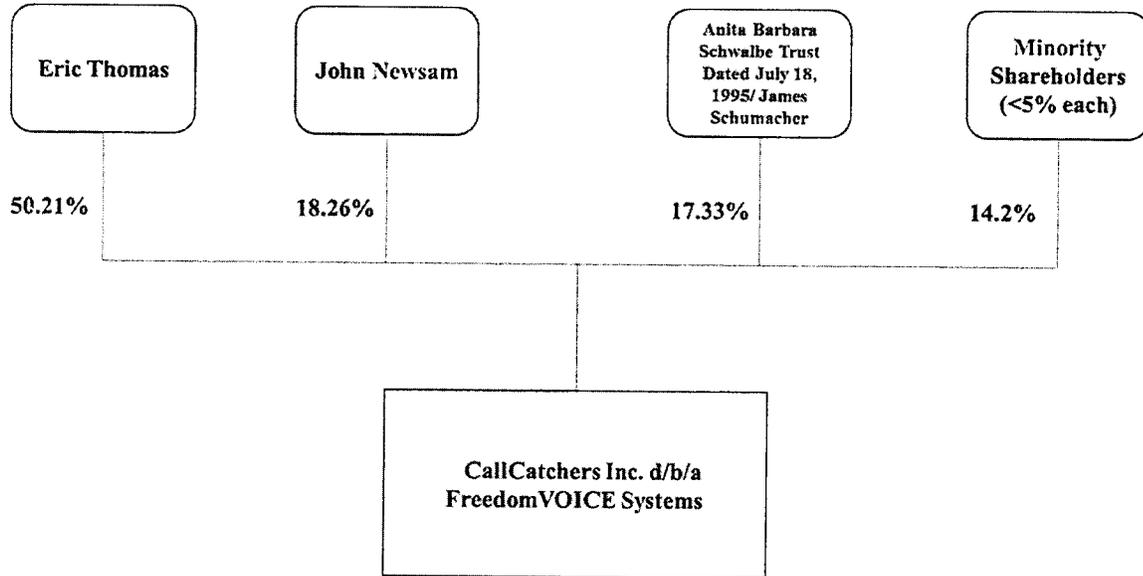
Name:	Eric Thomas
Ownership Interest:	50.21%

Name:	John Newsam
Ownership Interest:	18.26%

Name:	Anita Barbara Schwalbe Trust Dated July 18, 1995/ James Schumacher
Ownership Interest:	17.33%

The remaining 14.2% of stock is owned by various entities or individuals of which each hold less than a 5% ownership share in FreedomVoice.

A chart depicting FreedomVoice's current ownership structure is provided below:



B. Management Information

FreedomVoice's current officers and directors are as follows:

Officers:

- Eric Thomas, President
- James Schumacher, Secretary

Directors:

- Adam Gould
- John Newsam
- Julie Bryant

All current officers and directors of FreedomVoice may be contacted at (800) 477-1477, or compliance@freedomvoice.com.

II. Post-Transaction

A. **Ownership Information**

Following the closing of the Proposed Transaction, FreedomVoice will be a wholly-owned subsidiary of the following entity:

Name: Media Temple Inc. (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

Media Temple Inc. will be a wholly-owned subsidiary of the following entity:

Name: GoDaddy Operating Company, LLC (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

GoDaddy Operating Company, LLC will be a wholly-owned subsidiary of the following entity:

Name: Desert Newco, LLC (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260

Desert Newco, LLC will be owned by the following entities:

Name: GoDaddy Inc. (DE)
Address: 14455 N. Hayden Road
Scottsdale, AZ 85260
Ownership Interest: 50% of Desert Newco, LLC¹

Name: Yam Special Holdings, Inc. (AZ)
Address: 15475 N. 84th Street
Scottsdale, AZ 85260
Ownership Interest: ~20% of Desert Newco, LLC

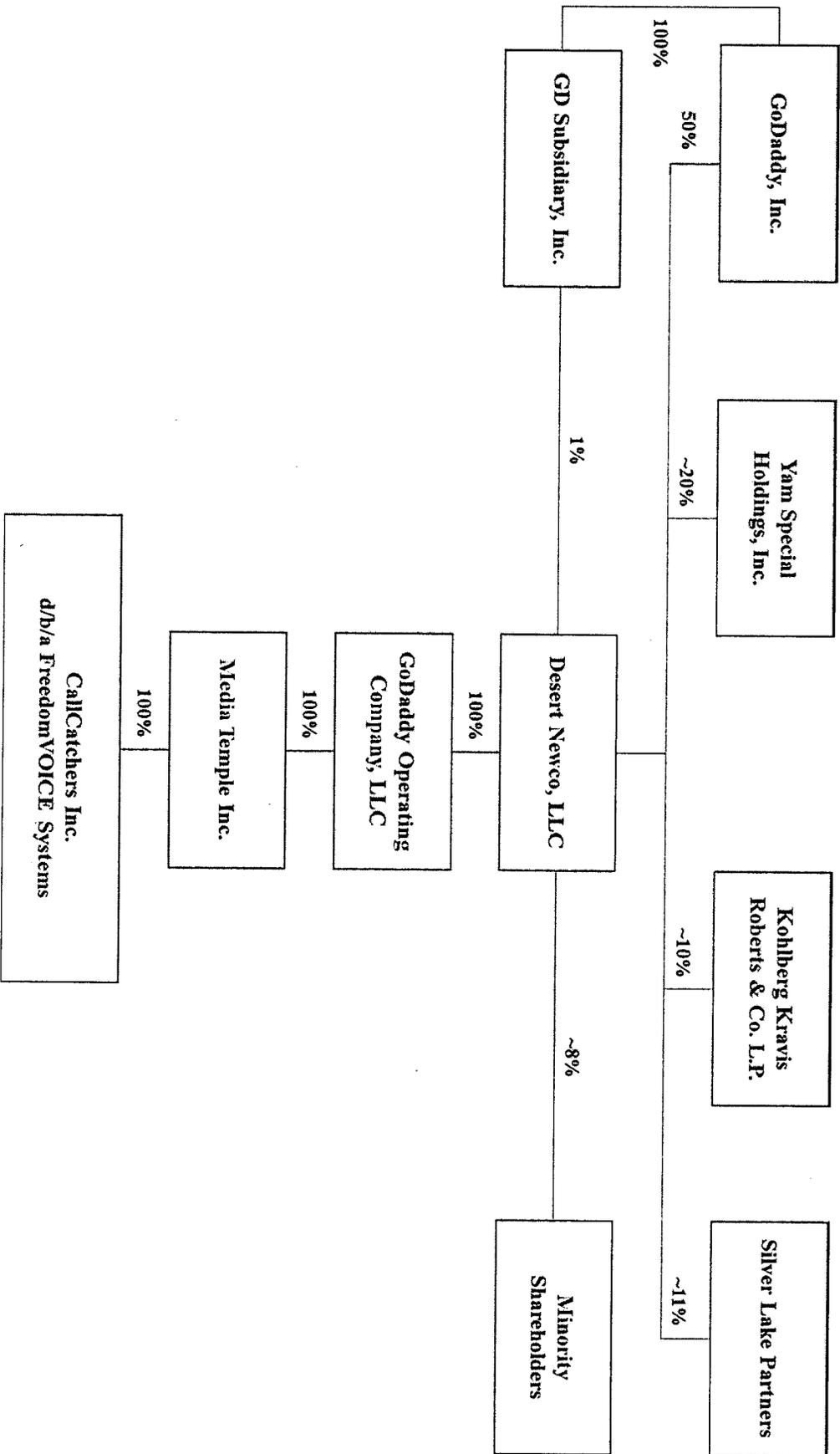
Name: Kohlberg Kravis Roberts & Co. L.P. (DE)
Address: 9 West 57th Street, Suite 4200,
New York, NY 10019
Ownership Interest: ~10% of Desert Newco, LLC

¹ GoDaddy, Inc. also is the sole managing member and controls the management of Desert Newco, LLC. GD Subsidiary Inc., a wholly-owned subsidiary of GoDaddy, holds an approximate 1% ownership interest in Desert Newco. GD Subsidiary Inc. is a Delaware corporation, and its address is 14455 N. Hayden Road, Scottsdale, AZ 85260.

Name: Silver Lake Partners (DE)
Address: 2775 Sand Hill Road, Suite 100
Menlo Park, CA 94025
Ownership Interest: ~11% of Desert Newco, LLC

To the best of Applicant's knowledge, no other entity or individual will directly or indirectly hold a 10% or greater ownership interest in FreedomVoice following the closing of the Proposed Transaction.

A chart depicting FreedomVoice's ownership structure following the closing of the Proposed Transaction is provided on the next page.



B. Management Information

Following the Proposed Transaction, FreedomVoice's officers and directors will be as follows:

Officers:

- Matthew Kelpy, President & Treasurer
- Nima Kelly, Secretary

Directors:

- Matthew Kelpy
- Nima Kelly

All future officers and directors of FreedomVoice may be contacted at (800) 477-1477, or compliance@freedomvoice.com.

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

*****CALLCATCHERS INC*****

a foreign corporation organized under the laws of Delaware did obtain authority to transact business in the State of Arizona on the 18th day of December 2009.

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 7th day of June, 2016, A. D.





Jodi A. Jerich, Executive Director

By: _____ 1447119

ATTACHMENT B

Tariff

Please see attached.

TELECOMMUNICATIONS SERVICE TARIFF

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by CallCatchers Inc. d/b/a FreedomVoice Systems, with principal offices at 169 Saxony Road, Suite 212, Encinitas, California 92024. This tariff applies to services furnished within Arizona. This tariff is on file with the Arizona Corporation Commission, where copies may be inspected during normal business hours.

Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007

The name, address, and telephone number for the officer of CallCatchers Inc. d/b/a FreedomVoice Systems who is responsible for providing information with respect to the operating procedures of the Company is as follows

Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 206
Encinitas, California 92024
(800) 477-1477

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

CHECK SHEET

Pages 1 through 19 inclusive 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	Revision	Page	Revision
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		

* - indicates those pages includes with this filing

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

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ISSUED: ____, 2016

EFFECTIVE: ____, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) - Deleted rate or regulation
- (I) - Increase in rate
- (M) - Moved to/from another tariff location
- (N) - New rate or regulation
- (R) - Reduction in rate
- (T) - Change in text only

ISSUED: ____, 2016

EFFECTIVE: ____, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.

D. Check Sheets - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Arizona Corporation Commission.

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Company or Carrier – CallCatchers Inc. d/b/a FreedomVoice Systems unless otherwise clearly indicated by the context.

Day - From 6:00 AM up to but not including 6:00 PM Pacific Time Monday through Friday.

Commission - The Arizona Corporation Commission.

Holidays - The Company observes the following holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls where applicable.

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company's services and facilities are furnished for communications at specified points within the State of Arizona under terms of this tariff.

The Company operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Customer is responsible for ordering access connection facilities provided by other carriers or entities to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Applicability of Tariff

This tariff applies to telephone calls which originate and terminate in the State of Arizona.

2.3 Billing and Payment

2.3.1 Customer is responsible for paying all charges on its account for services provided by the Company, including, but not limited to, long distance, directory assistance charges, regulatory and government fees, and for all taxes and surcharges, including regulatory recovery fees, imposed on the services or the Company as a result of Customer's use of the services. The Company collects any applicable initiation fees and monthly recurring charges automatically in advance of the month of usage. Customer will also be billed for additional minutes used (which exceed the number of calling minutes in the Customer's plan), in the month following such usage. Usage charges are billed in arrears. Payment is due thirty (30) days following receipt of a bill.

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Billing and Payment continued

2.3.2 Any objection to billed charges should be promptly reported to the Company. Notice of any disputes must be in writing and received by the Company within ninety (90) days after the invoice date or the dispute will be waived. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Customer must pay all undisputed amounts in full to avoid late payment charges or default.

Customers who are dissatisfied with the response to their complaint may contact the Commission for resolution of the issues at:

Arizona Corporation Commission
1200 West Washington
Phoenix, Arizona 85007
(800) 345-5819

2.3.3 Company will charge a late payment charge on any amounts unpaid by the due date of the lesser of: (1) 1.5% per month or 18% per annum or (2) the highest amount allowed by law. Company will also assess a \$10.00 processing fee.

2.3.4 Customer has the option of electing to pay invoices by credit card or check. Company will send Customer an invoice each month. Customer may also receive an additional invoice on Friday of any week in which Customer's minute usage is approximately \$18.00 for credit card customers or \$75.00 for check pay customers. Customer shall have thirty (30) days from the date of the invoice to remit payment. Company will bill Customer's credit card on the date payment is due. If the card fails, Company will notify Customer. The second day after the due date, Company will attempt to bill the card, and, if the card fails, will notify Customer by electronic mail. On the third day after the due date, Company will attempt to bill the card and, if the card fails, will notify Customer by electronic mail that Customer's service will be suspended. If payment is not received after this notice, Customer will temporary suspend service until payment is received.

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Billing and Payment continued

2.3.4 continued

For customers that pay by check, Company suspends service fifteen (15) days after the due date. Each day from the due date until the date service is suspended (thirty (30) to forty-five (45) days from the date of the invoice), Company notifies Customer by electronic mail that Customer must remit payment or risk suspension. On day forty-five (45), the customer's account is put on hold and Company sends notifications everyday thereafter until the Customer pays or Company cancels the account for non-payment. Company cancels any account that is past due more than ninety (90) days.

2.4 Taxes

The quoted rates do not include taxes. The Company will assess a separate charge on a Customer's bill for state and local taxes.

2.5 Right to Backbill for Improper Use of the Company's Service

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, the Company may discontinue Services, effective immediately after receipt of written notice (Notice shall be deemed received on the fifth business day following mailing of notice.), to a Customer or to a particular Customer location, or may withhold the provision of ordered or contracted service under the following conditions:

- (A) For nonpayment of any sum due the Company for more than thirty days after issuance of the bill for the amount due;
- (B) For violation of any of the provisions of this tariff;
- (C) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's service; or
- (D) By reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its service.

2.6.2 Without incurring liability, the Company may interrupt the provision of service at any time in order to perform test(s) and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operations so identified are rectified.

2.6.3 Service may be discontinued by the Company by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, when the Company deems it necessary to take action to prevent unlawful use of its service. The Company may restore service as soon as it can be provided without undue risk.

2.6.4 The termination notice process set forth in **Section 2.3.4** provides adequate time intervals for the Customer to prevent termination or disconnect.

ISSUED: __, 2016

EFFECTIVE: __, 2016

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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.5 If, for any reason, Service is interrupted, the Customer will only be charged for the service that was actually used.

2.7 Denial of Access to Service by the Company

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

2.7.1 Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

2.7.2 Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company's operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

2.7.3 The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

2.7.4 Failure to pay a previously owed bill by the same Customer at another location.

2.8 Customer's Liability in the Event of Denial of Access to Service by the Company

In the event a Customer's service is disconnected by the Company for any of the reasons stated in **Section 2.7**, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

ISSUED: ____, 2016

EFFECTIVE: ____, 2016

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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Reinstitution of Service

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated all accrued and unpaid charges. In addition, Customer will be assessed a \$10.00 reconnection fee to reinstate service. Other than any applicable initiation fees, there will be no charge for the service restoration.

2.10 Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

2.11 Use of Service

Service may be used for any lawful purpose for which it is technically suited.

2.12 Liability of the Company

2.12.1 Limitation of Liability: In no event shall the company, its parents, subsidiaries, affiliates or their respective members, managers, directors, officers, employees, stockholder, or agents be liable for any damages, including but not limited to direct, compensatory, indirect, incidental, consequential, special, exemplary or punitive damages (including, without limitation, damages for loss of profits, business interruption, loss of information) for: (1) any injuries to persons or property arising from use of the services, or any equipment used in connection with the services; (2) Customer's inability to use the services; (3) Customer's misuse of the service; (4) nonperformance or a failure of the services caused by acts or omissions of another service provider; (5) equipment or software failure or modification; (6) telecommunications or computer equipment failures; or (7) acts of God or other causes beyond the Company's control. The foregoing shall even if the Company has been advised of the possibility of such damages.

ISSUED: __, 2016

EFFECTIVE: __, 2016

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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.12 Liability of the Company (Cont'd)

2.12.2 No Warranties: The services provided under this Tariff are provided "as is." The Company makes no warranties regarding the services whatsoever and disclaims any and all express or implied warranties of any kind, including any warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose, or warranties arising by course of dealing or custom or trade. The Company does not authorize anyone to make a warranty of any kind on the Company's behalf and Customer should not rely on any such statement.

2.12.3 The Company's liability arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur, but in any event not more than the sum of two months of the Customer's monthly charges, unless ordered by the Commission.

2.12.4 The Company shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.

ISSUED: __, 2016

EFFECTIVE: __, 2016

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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 Disconnection of Service by Carrier

The Company, upon five (5) working days written notice to the Customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

2.13.1 If Customer fails to remit by the due date any sum due to carrier for regulated service.

2.13.2 A violation of any regulation governing the service under this tariff.

2.13.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.13.4 Service may be disconnected without notice for tampering with company equipment, for interfering with the service to other customers, for fraud, or in the event of a hazardous condition.

2.14 Disconnection of Service by Customer

The Customer may terminate service at any time upon thirty (30) days' written notice.

2.15 Deposits

If a Customer elects to pay its invoices in a manner other than by credit card or switches to a method of payment other than credit card, the Company may require a deposit equal to one month of the customer's monthly recurring charges.

2.16 Advance Payments

The Company collects initiation fees and monthly recurring charges in advance of the month of usage.

ISSUED: __, 2016

EFFECTIVE: __, 2016

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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 Applicable Law

This tariff shall be subject to and construed in accordance with Arizona law.

2.18 Other Rules

2.18.1 The Company reserves the right to validate the credit worthiness of Customers through available verification procedures.

2.18.2 The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the Commission.

ISSUED: __, 2016

EFFECTIVE: __, 2016

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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (*i.e.*, when two-way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

The minimum call duration for billing purposes is eighteen (18) seconds for a connected call and calls beyond eighteen (18) seconds are billed in six-second increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each invoice.

3.1.4 Uncompleted Calls

There shall be no charges for uncompleted calls.

ISSUED: __, 2016

EFFECTIVE: __, 2016

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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 3 - DESCRIPTION OF SERVICE (CONT'D)**3.2 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.3 Service Offerings**3.3.1 Inbound 800/Toll-Free and Long Distance Service**

Company's Service Plans are offered to business Customers. Each service plan includes at least one toll-free and/or local number, a specified number of minutes of use per month, unlimited extensions and access to all features. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six-second increments. A monthly recurring service charge applies. Rates for Company's service plans are set forth in Section 4 of this Tariff.

 ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 - RATES

4.1 Inbound 800/Toll-Free and Long Distance Service

Rates listed in this tariff are for in-state calls only.

Bundled Plan (100-100,000 minutes) – Monthly charge \$4.95-\$200.00
Usage above Plan Allowance – \$0.039 to \$0.059 per minute
Activation Fee – (may be waived for certain plans)

4.2 Payment of Calls

4.2.1 Late Payment Charges

A late payment Charge of the lesser of (1) 1.5% per month, or (2) the highest amount allowed by law, will be assessed on all unpaid balances more than thirty (30) days old, except that such late payment charge will not be applied to any previously-applied late payment charges. Late payment charges will be assessed without discrimination.

4.3 Returned Check Charge

Returned checks will result in a \$25.00 fee applied to the Customer's account balance.

4.4 Special Promotions

The Company will, from time to time, offer special promotions to its customers waiving certain charges, including activation/set-up fees, reduced overage usage rates, and discounted subscription rates.

ISSUED: ___, 2016

EFFECTIVE: ___, 2016

By: Eric Thomas, President
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TELECOMMUNICATIONS SERVICE TARIFF

SECTION 4 – RATES (Cont'd)

4.5 Special Pricing Arrangements – ICB

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation 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 services, the costs operation, the volume of traffic commitment, and the length of service commitment by 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 changes 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. The rates will be made a part of this Tariff.

ISSUED: __, 2016

EFFECTIVE: __, 2016

By: Eric Thomas, President
CallCatchers Inc. d/b/a FreedomVoice Systems
169 Saxony Road, Suite 212
Encinitas, California 92024

ATTACHMENT C

Affidavit of Publication Form

Applicant shall submit an Affidavit of Publication Form as **ATTACHMENT C** before Commission staff prepares and issues its report concerning this Application.

ATTACHMENT D

Financial Resources

I. Response to Section B-3:

FreedomVoice possesses the financial resources necessary to provide reliable telecommunications services. The financial statements for the two (2) most recent years for GoDaddy Operating's parent, GoDaddy Inc., are available at: <https://aboutus.godaddy.net/investor-relations/financials/default.aspx>.

II. Response to Section B-4:

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.

Total Revenue: \$18,000,000

Arizona Revenue: \$500,000

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Total Operating Expenses: \$17,800,800

Arizona Operating Expenses: \$494,500

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.

Not applicable. FreedomVoice does not have any assets located in Arizona.

4. If the projected value of all assets is zero, please specifically state this in your response.

FreedomVoice does not have any assets located in Arizona.

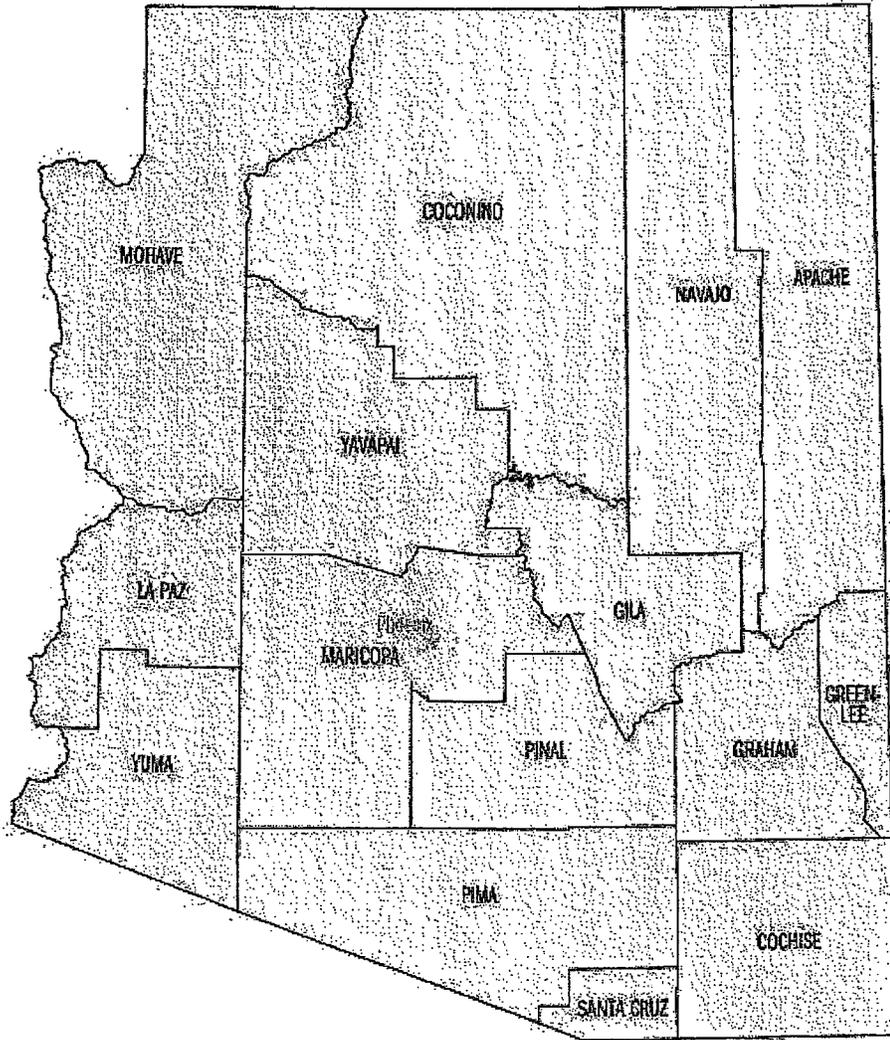
- 5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.**

Not applicable. FreedomVoice does not have any assets located in Arizona.

ATTACHMENT E

Service Area Map

Please see attached.



ATTACHMENT F

Complaint Proceedings

FreedomVoice has been involved in the following complaint proceedings before the Federal Communications Commission ("FCC"):

1. FCC Enforcement Bureau Citation (File No. EB-07-TC-802):

On March 13, 2007, the Federal Communications Commission's Enforcement Bureau ("FCC Enforcement Bureau") issued a Citation against FreedomVoice for Applicant's alleged violations of federal laws and regulations governing telephone solicitations and unsolicited advertisements (See FCC File No. EB-07-TC-802). Specifically, the FCC Enforcement Bureau alleged in the Citation that FreedomVoice had violated 47 U.S.C. § 503(b)(5) and 47 C.F.R. 64.1200(a)(1), which prohibits the initiation of calls using an automatic telephone dialing system or an artificial or prerecorded voice to: (1) any emergency telephone line; (2) the telephone line of any guest or patient room at a health care facility; or (3) any telephone number assigned to a paging service, cellular telephone service, or any service for which the called party is charged for the call. The provisions provide exceptions when the call is made: (1) for emergency purposes; or (2) with the prior express consent of the called party.

FreedomVoice was not required to respond to the Citation and has no record of any additional action was taken by the FCC Enforcement Bureau regarding the matter. Accordingly, FreedomVoice considers the matter resolved.

2. FCC Complaint No. 12-C00445080-1:

On December 19, 2012, an informal complaint was filed against FreedomVoice with the FCC's Consumer & Governmental Affairs Bureau – Consumer Inquiries & Complaints Division by an individual alleging that: "Narcotics Anonymous of Jackson, Mississippi stole his phone number: 740-753-XXXX. The consumer was porting his service from Calltune to Freedom Voice when Narcotics Anonymous took over the number."

On January 4, 2013, FreedomVoice filed its response to the informal complaint with the FCC stating that:

We attempted to port his number into our services. We were unsuccessful in doing so. Since this number was never ported to our services, we have no control over who owns or previously owned the number. As far as we are aware, the complainant still owns his number and should be successful in porting to a different carrier.

Following FreedomVoice's response on January 4, 2013, the FCC took no further action on the informal complaint, and no additional complaints were filed regarding the incident. Accordingly, FreedomVoice considers the matter resolved.

3. FCC Complaint No. 12-C00446824-1:

On January 2, 2013, an informal complaint was filed against FreedomVoice FCC's Consumer & Governmental Affairs Bureau – Consumer Inquiries & Complaints Division by an individual stating that:

I have personally called AT&T at 77-325-0445, their customer “care” ?! number. I have spoken to numerous employees, received numerous confirmation #s that they would port our 800#s over to Freedom Voice (Tony Guzman case 887682). I gave them an initial information courtesy call to let them know we were switching and today we will be on our 5th call to try and accomplish this task. Each time I call they do not tell me there are any other impediments to getting this done. In fact, last time I spoke to Alana Conf. #S04W1205, and she GUARANTEED that there would be NO FURTHER IMPEDIMENTS to our switch & that the last item required, the name/address mismatch change would be accomplished no later than 12/07/12. Well on 12/11, it is still being rejected by AT&T. My previous contact & conf #s are: initial info - Tina conf# S03D1121, Lola Lauffner # S04F1203, Herman - he left a v/m confirmation, but no #, we go disconnected, and lastly Alana # S04W1205. Thank you.

On January 4, 2013, FreedomVoice filed its response to the informal complaint with the FCC stating that:

We are a reseller; therefore we submitted the port request to our underlying carrier, Lightyear Network (LY). LY informed us that this port was rejected by ATT due to company name mismatch, three times, 11/30/12, 12/6/12, and 12/14/12. We were told by the complainant that the reason for this issue was that the bills were under Rocky Mountain Prostate Center and had mistakenly not been changed to the acquiring company, Medifocus. The complainant informed us that they were submitting a name change request to ATT. The complainant claims they were told by ATT that the name change would process, it did not. On 12/21/2012, the complainant (our new customer) submitted new porting documents under the name Rocky Mountain Prostate Center. The port was successful on 12/26/2012.

Following FreedomVoice's response on January 4, 2013, the FCC took no further action on the informal complaint, and no additional complaints were filed regarding the incident. Accordingly, FreedomVoice considers the matter resolved.

4. FCC Complaint No. 12-C00454988-1:

On January 9, 2013, an informal complaint was filed against FreedomVoice FCC's Consumer & Governmental Affairs Bureau – Consumer Inquiries & Complaints Division by an individual stating that:

Step by Step Employment Services (SBSES) acquired a toll free number account for people with disabilities to access services to return to work per requirement of a Social Security Administration contract. This provider FreedomVoice (FV) gave SBSES a 30 day trial to which they assigned 100 mailboxes to. They did not check to see if I needed that many mailboxes & did not provide clear information on future bill. I assumed \$9.95 a month would be billed to my card at the end of trial. But instead, FV attempted to bill SBSES \$100 for 100 "mailboxes". I, Kimberly Karnley, owner of SBSES called FV about the wrong billing and offered to pay for 1 mailbox in the amount of \$9.99 as was advertised. FV agreed but then did not correct the bill and remove additional fees. FV cashed a check for \$10.21 (fee plus tax) but refused to resume the service. I have paid for one month of service. I need the number ported to a different company. As it is used nationally by the people with disability.

FreedomVoice subsequently filed its response to the informal complaint with the FCC stating that:

On 10/5/2012, the Complainant signed up for a \$59.95/month plan along with a vanity number request of \$30 and our talk text services at \$10/month. On 11/5/2012, the Complainant was invoiced for services totaling \$102.31. 11/8/2012, the complainant called in and requested to cancel talk text and downgrade her services to the \$9.95/month plan, we gave her a courtesy credit of \$10 for talk text and the new plan would be effective the next billing cycle. 2/5/2012, the Complainant was invoiced for services totaling \$10.27. On 12/10/2012 we received the first payment from the Complainant totaling \$10.27, which partially paid the bill from 11/5/2012. The Complainant refused to pay the bill for the services that were originally signed up for. The account was eventually cancelled for non-payment on 12/15/2012. 1/14/2013, after receiving this complaint, we reached out to the Complainant to attempt to resolve this misunderstanding. We went ahead and waived the previous charges that were unpaid and reinstated the account. 1/16/2013, we received the following email from the Complainant, "Thanks for making this right. I have decided I will keep my service with FreedomVoice after all." The Complainant reactivated their account and is now using our services again.

Following FreedomVoice's response, the FCC took no further action on the informal complaint, and no additional complaints were filed regarding the incident. Accordingly, FreedomVoice considers the matter resolved.

Neither the Applicant nor any of its officers, directors, partners, or managers has been or are currently involved in any other formal or informal complaint proceedings before any state or federal regulatory commission, administrative agency, or law enforcement agency.

COMMISSIONERS
KRISTINK MAYES - Chairman
GARY PIERCE
PAUL NEWMAN
SANDRA D. KENNEDY
BOB STUMP



ARIZONA CORPORATION COMMISSION

ERNEST G. JOHNSON
Executive Director

JEFF GRANT
Director
Corporations Division

January 14, 2010

RE: CALLCATCHERS INC
File Number: F15718205

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

You must publish a copy of the Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona for three consecutive publications. A list of acceptable newspapers in each county is enclosed and is also posted on the Commission website. Publication must be completed **WITHIN 60 DAYS** after January 14, 2010, which is the date the document was approved for filing by the Commission. The corporation may be subject to revocation of authority if it fails to publish. You will receive an Affidavit of Publication from the newspaper, and you may file it with the Commission.

Corporations are required to file an Annual Report with the Commission. Your Annual Report is due on 12/18/2010, and on the anniversary of that date each subsequent year. It is your responsibility to file the corporation's Annual Report by the deadline each year. You can visit our website at www.azcc.gov/divisions/corporations to electronically file your annual report. You can also complete the form online, print it out and mail it in, or you can call the Annual Reports section at 602-542-3285.

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

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

Sincerely,
Deanna Horn
Examiner, Corporations Division

CF:07
REV. 01/2009



DO NOT FURNISH THIS SECTION

CORPORATION COMMISSION FILED

APPLICATION FOR AUTHORITY TO TRANSACT BUSINESS IN ARIZONA

JAN 06 2010

Pursuant to A.R.S. Title 10, Chapter 15 and 38

FILE NO F1571820.5

The name of the corporation is: CallCatchers Inc.

A(n) Delaware Corporation (State, Province or Country)

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

1. The exact name of the foreign corporation is: CallCatchers Inc.

If the exact name of the foreign corporation is not available for use in this state, then the fictitious name adopted for use by the corporation in Arizona is:

(FN)

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

3. The foreign corporation was incorporated on the 28 day of December 1995 and the period of its duration is: Perpetual

4. The street address of the principal office of the foreign corporation in the state, province or country of its incorporation is:

c/o Corporate Creations Network Inc. 3411 Silverside Road Rodney Building #104 Wilmington, DE 19810

5. The name and street address of the statutory agent for the foreign corporation in Arizona is:

Corporate Creations Network Inc. 8655 East Via De Ventura #G200 Scottsdale, Arizona 85258

1. The corporate name must contain a corporate ending which may be "corporation," "association," "company," "limited," "incorporated" or an abbreviation of any of these words. If you use the holder or assignee of a trademark or trademark, attach a Trade Name Certificate. If your name is not available for use in Arizona, you must adopt a fictitious name and provide a resolution adopting the name, which must be executed by the corporation Secretary.

3. You must provide the total duration in years for which your corporation was formed to and from. If perpetual succession, so indicate in this section. Do not leave blank, or state "not applicable".

6. The statutory agent must provide a street address. If statutory agent has a P.O. Box, then they must also provide a physical street address/location.

CP300M Rev. 10/2009

Arizona Corporation Commission Corporations Division

AZ CORPORATION COMMISSION FILED

DEC 1 8 2009

FILE NO F.1571820.5

DO NOT PUBLISH
THIS SECTION

5.b. Indicate to
which address the
Annual Report
should be mailed.

6. If the purpose of
your corporation has
any limitations
please indicate.
If not, state no
limitations or (leave
blank).

8. The total number
of shares authorized
(not issued) cannot
be blank or "Not
Applicable." Number
must match Articles
of Incorporation in
domestic state.

5.a. The street address of the known place of business of the foreign corporation in Arizona
(IF DIFFERENT from the street address of the statutory agent is:

5.b. The Annual Report and general correspondence should be mailed to the address
specified above in section 4 or 5a _____.

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

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

Name: Eric Thomas President [Title]
Address: 169 Saxony Road, #206
City, State, Zip Encinitas, California 92024

Name: Jim Schumacher Secretary [Title]
Address: 169 Saxony Road, #206
City, State, Zip Encinitas, California 92024

Name: Adam Gould Director [Title]
Address: 169 Saxony Road, #206
City, State, Zip Encinitas, California 92024

8. The foreign corporation is authorized to issue 1,500 shares, limited as follows:
(Attach additional sheets if necessary.)

1,500 shares of COMMON [class or series] stock at
X no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at
_____ no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at
_____ no par value or par value of \$ _____ per share.

DO NOT PUBLISH THIS SECTION

9. The total number of shares issued cannot be blank or "Not Applicable." If no shares have been issued, put the word "none" or "zero" or the number 0. Include only shares actually issued in this section.

The Application must be accompanied by the following: (A) Certificate of Disclosure, executed within 90 days of delivery to the Commission, by a duly authorized officer

(B) certified copy of your articles of incorporation, all amendments and mergers (AZ Const. Art. XIV, § 8) and a certificate of existence or document of similar import duly authenticated (within 90 days) by the official having custody of corporate records in the state, province or country under whose laws the corporation is incorporated.

The agent must consent to the appointment by executing the consent.

9. The foreign corporation has issued 1,500 shares, itemized as follows:

1,500 shares of common [class or series] stock at X no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at _____ no par value or par value of \$ _____ per share.

_____ shares of _____ [class or series] stock at _____ no par value or par value of \$ _____ per share.

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

Dated this 17th day of December, 2009

Executed by

DIA
Duly Authorized Officer or Director

Diana Orrego Attorney-in-Fact
[print name] [title]

PHONE (561) 694-8107 FAX (561) 694-1639
[optional] [optional]

ACCEPTANCE OF APPOINTMENT BY STATUTORY AGENT

The undersigned hereby acknowledges and accepts the appointment as statutory agent of this corporation effective this 17th day of December, 2009

Signature

Veronica Paez, Special Secretary
[Print Name]

Corporate Creations Network, Inc.
[if signing on behalf of a company serving as statutory agent, print company name here]

**PROFIT
CERTIFICATE OF DISCLOSURE
Pursuant to A.R.S. §10-202. (D).**

CallCatcher Inc.

EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
(a) involved the violation of fraud or registration provisions of the securities laws of that jurisdiction; or
(b) involved the violation of the consumer fraud laws of that jurisdiction; or
(c) involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes _____ No X

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

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

C. Has any person serving as an officer, director, trustee, incorporator or holder of over twenty per cent of the issued and outstanding common shares or twenty per cent of any other proprietary, beneficial or membership interest in the corporation served in any such capacity or held a twenty per cent interest in any other corporation in any jurisdiction on the bankruptcy or receivership of the other corporation?

Yes _____ No X

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

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
(a) Was incorporated.
(b) Has transacted business.
4. Dates of corporate operation.
6. Date and case number of bankruptcy or receivership.

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

BY Diana Urrego BY _____

PRINT NAME Diana Urrego PRINT NAME _____

TITLE Attorney-in-Fact DATE 12/17/09 TITLE _____ DATE _____

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

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

CP: 0032 - Business Corporations
Rev: 09/2006

Arizona Corporation Commission
Corporations Division

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CALLCATCHERS INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF DECEMBER, A.D. 2009.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "CALLCATCHERS INC." WAS INCORPORATED ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1995.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.

2575702 8300

091107479

You may verify this certificate online
at corp.delaware.gov/authvar.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7704489

DATE: 12-16-09

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "CALLCATCHERS INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 1995, AT 9 O'CLOCK A.M.

2575702 8100

091107479

You may verify this certificate online
at corp.delaware.gov/authvar.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7704490

DATE: 12-16-09

**CERTIFICATE OF INCORPORATION
OF**

**CallCatchers Inc.
A CLOSE CORPORATION**

FIRST: The name of this corporation is CallCatchers Inc.

SECOND: Its registered office in the State of Delaware is to be located at Three Christina Centre, 201 N. Walnut St., Wilmington, DE 19801, County of New Castle. The registered agent in charge thereof is The Company Corporation, address "same as above".

THIRD: The nature of the business and the objects and purposes proposed to be transacted, promoted and carried on, are to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH: The amount of total authorized shares of stock of this corporation is 1,500 shares of
NO per value.

FIFTH: The name and mailing address of the incorporator is:
Regina Cephas, Three Christina Centre, 201 N. Walnut St., Wilmington DE 19801

SIXTH: All of the corporation's issued stock, exclusive of treasury shares, shall be held of record by not more than thirty (30) persons.

SEVENTH: All of the issued stock of all classes shall be subject to one or more of the restrictions on transfer permitted by Section 202 of the General Corporation Law.

EIGHTH: The corporation shall make no offering of any of its stock of any class which would constitute a "public offering" within the meaning of the United States Securities Act of 1933 as it may be amended from time to time.

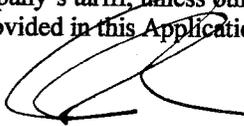
NINTH: Directors of the corporation shall not be liable to either the corporation or its stockholders for monetary damages for a breach of fiduciary duties unless the breach involves: (1) a director's duty of loyalty to the corporation or its stockholders; (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (3) liability for unlawful payments of dividends or unlawful stock purchases or redemption by the corporation; or (4) a transaction from which the director derived an improper personal benefit.

I, THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make, file and record this Certificate and do certify that the facts herein are true, and I have accordingly hereunto set my hand.

DATED: DECEMBER 28, 1995

Regina Cephas

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)

6/17/16

(Date)

Eric Thomas

(Print Name of Authorized Representative)

President

(Title)

SUBSCRIBED AND SWORN to before me this 17 day of June, 2016.

 Gino CAPOZZI

NOTARY PUBLIC

My Commission Expires 7/18/19

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.

