

November 4, 2010

VIA ELECTRONIC MAIL

Reneé J. Jenkins
Secretary
Public Utilities Commission of Ohio
Docketing Division
180 East Broad Street
Columbus, Ohio 43215-3793

**Re: Mobilitie, LLC Application for a Certificate to Provide Competitive Telecommunications
Service (Case No. 10-1425-CT-ACE; 90-6403-TP-TRF)**

Dear Ms. Jenkins:

Attached please find Mobilitie, LLC's ("Mobilitie") **final** tariff filing, submitted pursuant to Mobilitie's Application for a Certificate to provide competitive telecommunications services within the State of Ohio ("Application"), approved under Case No. 10-1425-TP-ACE (Tariff No. 90-6403-TP-TRF).

Please contact me if you have any questions. Thank you for your assistance.

Sincerely,


Robert Morgan
Counsel for Mobilitie, LLC

Attachments

Tariff Schedule
Applicable to

COMPETITIVE TELECOMMUNICATIONS SERVICES

of

Mobilitie, LLC

in the

STATE OF OHIO

Issued: November 4, 2010

Issued By:

Effective: November 4, 2010

Gary Jabara, President & CEO
–Mobilitie, LLC
660 Newport Center Drive Suite 200
Newport Beach, CA 92660

Section 1: General

1.1 This Tariff sets forth terms applicable to the provision of radio frequency transport services (RF Transport Services) by Mobilitie, LLC (Company). These services will be offered in Ohio on a statewide basis. The Company will use its own facilities and, as required and where available, will purchase facilities or services for resale to Customers.

1.2 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.

1.3 Title to all facilities provided by the Company under this Tariff remains in the Company's name.

Section 2: Description and Availability of Service

2.1 RF Transport Services utilize optical technology, including multi-wavelength optical technology over dedicated transport facilities to provide Customers with links to radiate RF coverage. RF Transport Services connect Customer-provided wireless capacity equipment to Customer-provided or Company-provided bi-directional RF-to-optical conversion. 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 radiated at this remote node. Hence the Company provides optical transit services for RF signals.

2.2 RF Transport Services are provided only where technology permits. 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. Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. The Company reserves the right not to provide service to or from a location where the necessary facilities or equipment are not available.

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Section 3: Limitations on Service

3.1 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 20 km.
- The optical loss between a hub site and a remote node must not exceed 18 dB.

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

Section 4: Services Pricing

4.1 RF Transport Services rates apply to service furnished to business customers. RF Transport Services are not available to residential customers. The monthly recurring rates and nonrecurring charges for RF Transport Services are as follows:

| <u>Description</u> | <u>Range of Fees per Segment</u> |
|--------------------------------|----------------------------------|
| Nonrecurring connection charge | \$1,000 - \$15,000 |
| Monthly recurring charge | \$1,000 - \$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.

4.2 Customers will be billed monthly. Charges will be payable within 21 days of the billing date. Late charges will be assessed at 1-1/2% of the outstanding balance monthly.

4.3 The minimum service term for RF Transport Service is ten (10) years.

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Section 5: Application for Service

5.1 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; the addresses for which the Company desires to receive service; and a billing address. The service application does not itself bind either the Customer to subscribe to the service or the Company to provide the service.

5.2 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 ten (10) days of service denial.

Section 6: Liability of the Company

6.1 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.

6.2 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 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.

6.3 Prior to initiation of Directory Services, the Company shall revise this Tariff according to the Regulatory Authority's procedures to include the limits of its liability relating to errors or omissions in telephone numbers and directories.

6.4 The Company shall not be liable for errors in transmitting, receiving or delivering oral messages by telephone over the network of the Company and connecting utilities.

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6.5 The Company shall be liable for loss or damage that may occur in the course of the employment of any messenger not to exceed twenty-times the charge for such messenger service, and shall be liable for loss or damage that may occur in the transmission of any message over its network not to exceed the amount received for sending same.

6.6 The provisions of this Section 6 do not apply to errors and omissions caused by the Company's willful misconduct, fraudulent conduct or violations of law.

Section 7: Service Exclusions and Tariff Revisions

7.1 The Company does not offer residential exchange service at this time. Prior to initiating such service, the Company will revise this Tariff according to the Regulatory Authority's procedures to include rates for such service.

7.2 The Company does not offer business exchange service at this time. Prior to initiating such service, the Company will revise this Tariff according to the Regulatory Authority's procedures to include rates for such service.

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Case No(s). 10-1425-TP-ACE

Summary: Tariff Final tariff of Mobilitie, LLC (Case No. 10-1425-TP-ACE; 90-6403-TP-TRF)
electronically filed by Mr. Robert T Morgan on behalf of Mobilitie, LLC