

FLORIDA PUBLIC SERVICE COMMISSION

VISTA GROUP INTERNATIONAL, INC. )  
APPLICATION FOR AUTHORITY TO )  
PROVIDE INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES )  
WITHIN THE STATE OF FLORIDA )

96 0668-71

APPLICATION

ORIGINAL  
FILE COPY

1. This is an application for (check one):
  - Original Authority (New Company)
  - Approval of Transfer (To another certified company).
  - Approval of Assignment of existing certificate (To a non-certificated company).
  - Approval for transfer of Control (To another certificated company).
  
2. Select what type of business your company will be conducting:
  - Switchless reseller
  
3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship.

**VISTA GROUP INTERNATIONAL, INC.**
  
4. Name under which the applicant will do business (fictions name, etc.):
  
5. National address (including street name & number, post office box, city, state and zip code).

**821 Westpoint Parkway  
Westlake, Ohio 44145**
  
6. Florida address (including street name & number, post office box, city, state and zip code).

**NOT APPLICABLE**

DOCUMENT NUMBER-DATE

**05839 MAY 28 86**

FPSC-RECORDS/REPORTING

7. Structure of organization:

- |                          |                     |                                     |                     |
|--------------------------|---------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Individual          | <input checked="" type="checkbox"/> | Corporation         |
| <input type="checkbox"/> | Foreign Corporation | <input type="checkbox"/>            | Foreign Partnership |
| <input type="checkbox"/> | General Partnership | <input type="checkbox"/>            | Limited Partnership |
| <input type="checkbox"/> | Other, _____        |                                     |                     |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169.FS) if applicable.

**NOT APPLICABLE**

- (b) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

**NOT APPLICABLE**

- (c) Indicate if any of the officers, directors, or any of the ten largest stock holders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

**NOT APPLICABLE**

- (2) officer, director, partner or stockholder in any other Florida certified telephone. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**NOT APPLICABLE**

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

**Applicant attaches a copy of the qualifying document as Exhibit A.**

- (b) Name and address of the company's Florida registered agent.

**Edwin F. Blanton  
825 Thomasville Road  
Tallahassee, Florida 32303**

- (c) Indicate if any of the officers, directors, or any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

**NOT APPLICABLE**

- (2) officer, director, partner or stockholder in any other Florida certified telephone. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**NOT APPLICABLE**

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, PETERS & CROCKER, P.C.  
900 Comerica Building  
Kalamazoo, Michigan 49007**

- (b) Official Point of Contact for the ongoing operations of the company:

**Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL  
821 Westpoint Parkway  
Westlake, Ohio 44145**

(c) Tariff:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, PETERS & CROCKER, P.C.  
900 Comerica Building  
Kalamazoo, MI 49007  
(616) 381-8844**

(d) Complaints/Inquiries from customers:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, PETERS & CROCKER, P.C.  
900 Comerica Building  
Kalamazoo, MI 49007**

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

**Ohio, Illinois, Indiana, Michigan, Oregon, West Virginia and Kentucky.**

(b) Has applications pending to be certified as an interexchange carrier.

**Applicant has Applications pending to be certified as an interexchange carrier throughout the United States.**

(c) Is certificated to operate as an interexchange carrier.

**Ohio, Illinois, Indiana, Michigan, Oregon, West Virginia, Kentucky.**

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

**Applicant has never been denied authority to operate as an interexchange carrier.**

(e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

**Applicant has never had regulatory penalties imposed for violations of any telecommunications statutes.**

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

**Applicant has never been involved in Civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity.**

12. The applicant will provide the following interexchange carrier services (Check all that apply):

- MTS with distance sensitive per minutes rates
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
  
- MTS with route specific rates per minute
  - Method of access is FGA
  - Method of access if FGB
  - Method of access is FGB
  - Method of access is 800
  
- MTS with statewide flat rates per minute (i.e. not distance sensitive)
  - Method of access is FGA
  - Method of access is FGB
  - Method of access is FGD
  - Method of access is 800
  
- MTS for pay telephone service providers
  
- Block-of-time calling plan (Reach out Florida, Ring America, etc.)
  
- 800 Service (Toll free)
  
- WATS type service (Bulk or volume discount)
  - Method of access is via dedicated facilities
  - Method of access is via switched facilities
  
- Private Line services (Channel Services)  
(For ex. 1.544 ms., DS-3, etc)
  
- Travel Service
  - Method of access is 950
  - Method of access is 800

- 900 service
- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitals)
- Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory Assistance
- Operator verify and interrupt
- Conference Calling

Other: Voice Mail

13. What does the end user dial for each of the interexchange carrier services that were checked in services included (above)?

**1+**

14. What services will the applicant offer to other certified telephone companies:

**Applicant will not offer services to other certificated telephone companies.**

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> Facilities.             | <input type="checkbox"/> Operators. |
| <input type="checkbox"/> Billing and Collection. | <input type="checkbox"/> Sales.     |
| <input type="checkbox"/> Maintenance.            |                                     |
| <input type="checkbox"/> Other: _____            |                                     |

15. Do you have a marketing program?

**Yes**

16. Will your marketing program:

- Pay commissions?
- Offer sales franchise?
- Offer multi-level sales incentives?
- Offer other sales incentives?

17. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.

**Applicant shall pay commissions to its sales representatives.**

18. Who will receive the bills for your services (Check all that apply)?

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers.                   | <input type="checkbox"/> PATS station end-users.        |
| <input type="checkbox"/> Hotels & motels.                  | <input type="checkbox"/> Hotel & motel guests.          |
| <input type="checkbox"/> Universities.                     | <input type="checkbox"/> University dormitory           |
| <input type="checkbox"/> Other: (specify) _____ residents. |   |

19. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide the name and phone number) and how is this information provided?

**YES**

- (b) Name and address of the firm who will bill for your service.

**U.S.B.I. will bill for all services provided.**

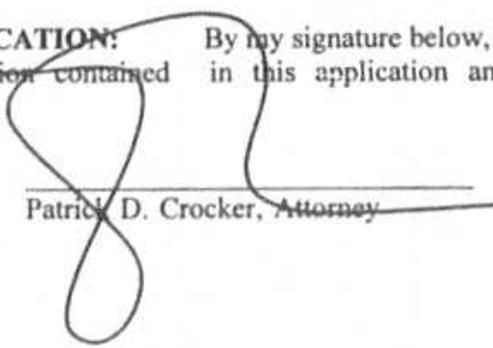
20. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25024.485 (example enclosed).

**Applicant's proposed Tariff is attached hereto as Exhibit B**

**\*\*APPLICANT ACKNOWLEDGEMENT STATEMENT\*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent of all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LEC's without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
Patrick D. Crocker, Attorney

**\*\*APPENDIX B\*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- ( ) The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)



Patrick D. Crocker  
Its Attorney

5/22/96

Date

In further support of this Application, Applicant attaches the following additional Exhibits:

EXHIBIT C - Background and Experience of Management

EXHIBIT D - Financial Statements

**EXHIBIT A**



## FLORIDA DEPARTMENT OF STATE

Sandra B. Mortham  
Secretary of State

June 9, 1995

ED BLANTON

825 THOMASVILLE RD  
TALLAHASSEE, FL 32303

Qualification documents for VISTA GROUP INTERNATIONAL, INC. were filed on June 9, 1995, and assigned document number F95000002813. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Doug Dickinson  
Document Specialist  
Division of Corporations

Letter Number: 495A00028541

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314



12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: THOMAS M. COUGHLIN  
 Address: 1384 ELMWOOD COURT  
ROCKY RIVER, OH 44116

Vice Chairman: THOMAS S. CULL  
 Address: 20202 WESTHAVEN DRIVE  
ROCKY RIVER, OH 44116

Director: WILLIAM J. CULL  
 Address: 561 COY LANE  
CHAGRIN FALLS, OH 44022

Director: \_\_\_\_\_  
 Address: \_\_\_\_\_

B. OFFICERS

President: THOMAS M. COUGHLIN  
 Address: 1384 ELMWOOD COURT  
ROCKY RIVER OH 44116

Vice President: THOMAS S. CULL  
 Address: 20202 WESTHAVEN DRIVE  
ROCKY RIVER OH 44116

Secretary: WILLIAM J. CULL  
 Address: 561 COY LANE,  
CHAGRIN FALLS OH 44022

Treasurer: WILLIAM J. CULL  
 Address: 561 COY LANE  
CHAGRIN FALLS, OH 44022

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. *Thomas M. Coughlin, President*  
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. THOMAS M. COUGHLIN, PRESIDENT  
(Typed or printed name and capacity of person signing application)

**EXHIBIT B**

**FLORIDA TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Florida by VISTA GROUP INTERNATIONAL, INC. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 821 Westpoint Parkway, Westlake, Ohio 44145.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

CHECK SHEET

The title page and pages 1-31 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	18	Original
2	Original	19	Original
3	Original	20	Original
4	Original	21	Original
5	Original	22	Original
6	Original	23	Original
7	Original	24	Original
8	Original	25	Original
9	Original	26	Original
10	Original	27	Original
11	Original	28	Original
12	Original	29	Original
13	Original	30	Original
14	Original	31	Original
15	Original	32	Original
16	Original		
17	Original		

\* New or Revised Sheets

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

---

TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

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 the tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.

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.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).1).

Check Sheets - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 designed by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the FPSC.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Florida by VISTA GROUP INTERNATIONAL, INC. (hereinafter "Company").

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

TABLE OF CONTENTS

	<u>Sheet</u>
CHECK SHEET .....	2
CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS .....	3
TARIFF FORMAT .....	4
APPLICABILITY .....	5
EXPLANATION OF SYMBOLS .....	6
TABLE OF CONTENTS .....	7
1. TECHNICAL TERMS AND ABBREVIATIONS .....	9
2. RULES AND REGULATIONS .....	16
2.1. Description and Limitations of Services .....	16
2.2. Other Terms and Conditions .....	17
2.3. Liability .....	18
2.4. Cancellation of Service by a Customer .....	20
2.5. Cancellation for Cause by the Company .....	20
2.6. Credit Allowance .....	21
2.7. Use of Service .....	22
2.8. Payment Arrangements .....	23
2.9. Assignment .....	24
2.10. Taxes .....	24
2.11. Method for Calculation of Airline Mileage .....	25
2.12. Time of Day Rate Periods .....	25
2.13. Special Customer Arrangements .....	25

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

---

2.14.	Inspection .....	26
3.	DESCRIPTION OF SERVICES .....	27
3.1.	Wide Area ("WATS") and Message ("MTS") Telecommunications Services .....	27
3.2.	1+ Switched Outbound Service .....	27
3.3.	Dedicated Outbound Service .....	27
3.4.	800 Switched Service .....	27
3.5.	Dedicated Inbound 800 Service Usage Rates .....	27
3.6.	Calling Card Service .....	27
3.7.	Timing of Calls .....	28
4.	RATES .....	29
4.1.	Usage Rates .....	29
4.2.	1+ Switched Outbound Service .....	29
4.3.	Dedicated Outbound Usage Rates .....	29
4.4.	Switched Outbound Usage Rates .....	30
4.5.	Dedicated Outbound Usage Rates .....	30
4.6.	Calling Card Service .....	32
4.7.	Special Promotional Offering .....	31
4.8.	Emergency Calls .....	31

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

---

1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Company

VISTA GROUP INTERNATIONAL, INC.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

The Due Date is the date on which payment is due.

Expedite

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

FCC

Federal Communications Commission

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

FPSC

Florida Public Service Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels which are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

Start of Service Date

The Requested Service Date or the date Service first is made available by the Company whichever is later.

Tariff

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

Transmission Speed

Data transmission speed or rate, in bits per seconds (bps).

Two-Way Conversation

A Two-Way Conversation is a telephone conversation between or among two or more parties.

VF

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

---

2. RULES AND REGULATIONS

2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation. Restoration of Service will be done in accordance with the Commission's rules and regulations.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

- 2.1.10 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

2.2 Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer, or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.
- 2.5. Cancellation for Cause by the Company
- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.
- 2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

- 2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);
- 2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);
- 2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);
- 2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;
- 2.5.2.E. in the event of unauthorized use.
- 2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.
- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A \times B}{720}$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.
- 2.8. Payment Arrangements
- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company will provide the billing and collection for all Services provided herein. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within thirty days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.
- 2.9. Assignment
- 2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.
- 2.10. Taxes
- 2.10.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- 2.10.2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.
- 2.10.4 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

2.11. Method for Calculation of Airline Mileage

- 2.11.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

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

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:		<u>V</u>	<u>H</u>
	City 1	5004	1406
	City 2	5987	3424

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

2.12. Time of Day Rate Periods

- 2.12.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday

EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday

NIGHT/

WEEKEND: From 11:01 PM to 8:00 AM Everyday

From 8:01 AM to 11:00 PM Saturday

From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

- 2.13.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

2.14. Inspection

- 2.14. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

---

3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Telecommunications Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. 1+ Switched Outbound Service

3.2.1. Company's 1+ switched outbound services permit outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.3. Dedicated Outbound Service

3.3.1. Dedicated outbound service permits outward 1+ calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. High Volume Customers may elect Dedicated Access 1+ Service. Customer selecting this Service shall commit to utilize the Company's Service for a specified terms, and shall agree to pay any applicable local loop charges.

3.4. 800 Switched Service

3.4.1. The Company's 800 Switched Inbound Service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends. The Company's 800 Switched Service is available to Customers executing a month to month or long term contract with the Company.

3.5. Dedicated Inbound 800 Service Usage Rates

3.5.1. The Company's Dedicated Inbound 800 Service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. Dedicated 800 Service is available to large volume Customers executing a one or two year term commitment agreement with the Company.

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service is a customized calling card service with features including voice response or touch-tone dialing.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

3.7. Timing of Calls

- 3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Call durations are set forth below in accordance with service.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

4. RATE SCHEDULES4.1. Usage Rates

4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-Recurring Charges and Recurring Charges referred to hereafter.

4.2. 1+ Switched Inbound ServiceBUSINESS DAYEVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$ .072	\$ .024

4.3. Dedicated Inbound Usage RatesBUSINESS DAYEVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$ .072	\$ .024

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

4.4. Switched Outbound Usage RatesBUSINESS DAY  
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$ .072	\$ .024

4.5. Dedicated Outbound Usage RatesBUSINESS DAY  
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$ .072	\$ .024

4.6. Calling Card Service

- 4.6.1 Customers using the Company's Calling Card to place long distance calls incur a \$0.30 per call charge in addition to the per minute usage charge set forth hereinafter.

BUSINESS DAY  
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
ALL	\$ .105	\$ .035

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

4.8. Special Promotional Offering

4.8.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by the Commission. Company will not have special promotional offerings for more than 90 days in any 12 month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.9. Emergency Calls

4.9.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

---

Issued:

Effective:

Issued by: Thomas Coughlin, President  
VISTA GROUP INTERNATIONAL, INC.  
821 Westpoint Parkway  
Westlake, Ohio 44145

**EXHIBIT C**

SHIRLEY A. LINK  
293 Baldwin Drive  
Berea, Ohio 44017  
(216) 826-9223

---

**OBJECTIVE:** Executive level position in telecommunications industry.

**EXPERIENCE:** CLIFTON PHONE SYSTEMS INC., Cleveland, Ohio  
Vice President, Operations 1986 - Present

- Perform all day-to-day management and administrative duties for a telecommunications company involved in operator services and pay phone operation.
- Handle all hiring and firing decisions; train all new employees, including secretarial staff, service technicians, operators, bookkeepers, sales representatives, and customer service representatives.
- Selected to present a seminar at the PUCO; wrote a report on comparative process analysis between Bell phones and private phones, especially how private phones work as Bell pay phones.
- Respected in the industry nationwide for integrity, fairness, and excellent rapport with clients.
- Wrote company training manual for operator services and pay phone technicians.
- Hired as original employee when company opened; set up all office procedures; trained all other employees in company policy.
- Program pay phones and teach pay phone software; oversee software development.
- Perform some secretarial, bookkeeping, customer service, and sales duties; travel frequently.

EDWARD J. DEBARTOLO CORPORATION, Cleveland, Ohio  
Assistant Project Manager 1984 - 1986

- Assisted project manager in all aspects of twenty-five million dollar renovation of Thistledown race track.
- Set up office and established all office procedures.
- Acted as liason between contractors and home office; ensured that contractors met deadlines; expedited payments to contractors; distributed bid packages and accepted bids; read blueprints and revisions.

N & H, INC., Cleveland, Ohio  
Bookkeeper

1984

- Handled all aspects of a one-person office; performed all secretarial and bookkeeping duties.
- Designed and implemented an efficient bookkeeping system for the company.

LESSEM GLASS, Cleveland, Ohio  
Secretary

1980 - 1983

- Handled all aspects of a one-person office; performed all secretarial and bookkeeping duties.

EDUCATIONAL AIDS, Cleveland, Ohio  
Sales Manager

1978 - 1980

- Promoted to manager of five-state territory within six months of hire as sales representative.
- Presented educational programs to principals of non-public schools.

**AWARDS:**

Recognized in *Who's Who of American Women*  
(18th ed., 1993-94).

**EDUCATION:**

Cuyahoga Community College, Parma, Ohio  
Cleveland State University, Cleveland, Ohio

- Learned case requirements in basic studies.

**ASSOCIATIONS:**

Member of National Associations of Female Executives  
National member of Smithsonian Institution

PAUL C. DIETZEN

14422 Superior Rd.  
Cleveland Hts., OH 44118

Days (216) 431-6010  
Nights (216) 371-1826

**EXPERIENCE** President (Feb 1993 to Present): Essex Software, Cleveland, OH. Owner/Operator of a shareware company specializing in DOS and FoxPro utilities. Products include EASYBACK, DSEARCH, XDESK, XSHEDULER, and MONOPRINT. Currently supporting old DOS versions and developing windows products. C/C++, Assembly, and FoxPro languages were used for development.

Software Designer Consultant (Aug 1992 to Present): Cleveland, OH. Managed numerous PC based projects for a variety of manufacturing companies, and consulted on many others. All the projects were centered around FoxPro application database application development for PC's, but also included C and Assembly language programming.

Manager Software Development (May 1988 to Present): Clifton Phone Systems. MIS and Development Manager for all operations of a telecommunications company. Clifton was founded in 1988 and is now providing Operator Services (0+ dialing) for 20,000 payphones. Lead and participated heavily in the development teams responsible for DEC VAX/VMS real time systems involving device control, data entry, communications, and database management. Solely responsible for the design and development of FoxPro database accounting and reporting applications.

Programmer Consultant Instructor (May 1986 to May 1988): Cleveland, OH. Set up PC equipment for several small businesses and doctors. This included training employees in a variety of software applications.

Manager Bartender General Laborer (Jan 1986 to Feb 1988): Brandywine's Cafe, Cleveland, OH. Started as a server, but moved to Night Manager by the end of the first year. My responsibilities included management of the serving staff, bartending, liquor ordering and inventory, computerizing paperwork, and supervising general repair and improvement.

Programmer Instructor (Summer 1983): Cleveland Dept. of Human Resources, Cleveland, OH. Set up PC computing equipment, instructed the staff in its use, and managed a large VAX data base.

**EDUCATION** Formal and Informal Self Study Cleveland, OH. Continual and aggressive study associated with all aspects of PC operation and software development, including formal workshops/courses and informal reading/research. Subscribe to 8 PC trade and computer science journals. Read and study an average of one technical manual or computer science book each week.

Case Western Reserve University Cleveland, OH. Completed junior year requirements toward a B. S. degree in Computer Engineering in February of 1988. The curriculum has included numerous high level and low level programming courses, as well as hardware and software design. Dean's list 2 semesters. Four year letterman in Cheerleading (Captain for 2 years). Winner of the 1987 Student Leadership Award for School Spirit.

McDowell Senior High School Erie, PA. Graduated 12th in a class of 600. College entrance course with emphasis on math and science. Member of the National Honor Society. Lettered in swimming 3 years and was captain my senior year.

SPECIAL

Languages:

FoxPro  
C/C++  
80X86 Assembly  
Pascal  
Basic  
APL  
FORTRAN

Hardware:

PC Workstations  
MicroVax II  
MicroVax 3100  
IBM 4300

Operating Systems:

MS-DOS  
Windows  
VMS  
UNIX  
Desqview

PC Applications:

FoxPro  
Borland C++  
Microsoft C++  
Microsoft SDK

Word  
Word Perfect  
Enable  
Wordstar

Quattro Pro  
Lotus 123  
Procumm  
TapCis

Norton Utilities  
Norton Desktop

REFERENCES Will be furnished upon request.

PHILLIP A. BETHUNE  
2759 Westmoor  
Rocky River, Ohio 44116  
(216) 333-7134

**EXPERIENCE:** VISTA GROUP INTERNATIONAL, INC., Cleveland, OH  
Comptroller 1994-Present

Perform all day to day accounting duties essential for a telecommunications reseller.

Responsible for payroll of twenty five employees.

Developed a budget for future growth.

Assisted in product development.

Responsible for provisioning of new customers to existing long distance programs.

Work with accountant to prepare financial statements.

TRAVACO MANAGEMENT SYSTEMS, Cleveland, OH  
Controller 1993-1994

Performed all day to day accounting duties necessary for a travel management company.

Prepared payroll for thirty employees.

Assisted comptroller in preparation of financial statements.

Supervised collection department.

Prepared estimates for travel services for large corporations.

**SOUTHEAST SERVICE CORPORATION, Charleston, SC**  
Area Manager 1992-1993

Responsible for training new employees in professional cleaning and maintenance duties.

Management and scheduling of 150 employees.

Prepared payroll reports for 150 employees.

Prepared estimates for large cleaning and maintenance jobs.

**EDUCATION:** The Citadel, BS in Accounting, 1992  
3.1 grade average

**ASSOCIATIONS:** Member of Society of Telecommunications Professionals.

**EXHIBIT D**

**EXHIBIT D**

VISTA GROUP INTERNATIONAL, INC.

FINANCIAL REPORT

NOVEMBER 30, 1994

SEE ACCOUNTANTS' COMPILATION REPORT

**LEVY,  
BLACK &  
SNEIDERMAN CO.**

CERTIFIED PUBLIC ACCOUNTANTS

To the Shareholders of  
Vista Group International, Inc.

ACCOUNTANTS' COMPILATION REPORT

We have compiled the accompanying balance sheet of Vista Group International, Inc. as of November 30, 1994 and the related statement of income and the statement of cash flows for the period then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the company's financial position, results of operations, and changes in cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

December 15, 1994

VICA GROUP INTERNATIONAL, INC.  
 BALANCE SHEET  
 AS OF 11/30/94

PAGE: 1

ASSETS

CURRENT ASSETS		
CASH-OPERATING	8,824.01	
CASH-PAYROLL	13,861.54	
ACCOUNTS RECEIVABLE	1,487.26	
NOTES REC - T CULL	16,171.52	
INVESTMENT-NATL 800	500.00	
PREPAID INSURANCE	10,341.80	
	<hr/>	
TOTAL CURRENT ASSETS:		51,186.13
FIXED ASSETS		
LEASEHOLD IMPROVEMENTS	3,000.00	
OFFICE FURNITURE & EQUIP	36,275.92	
AUTOS AND TRUCKS	38,412.44	
LESS ACCUM. DEPRECIATION	18,706.94	
	<hr/>	
NET FIXED ASSETS		58,981.42
OTHER ASSETS		
BOND PREMIUM	18,000.00	
DEPOSIT-WORKERS COMP	10.00	
DEPOSIT-RENT TAMPA	3,200.00	
DEPOSIT-AUTOS	9,652.01	
	<hr/>	
TOTAL OTHER ASSETS		30,862.01
		<hr/>
TOTAL ASSETS		141,029.56

LIABILITIES AND EQUITY

CURRENT LIABILITIES		
NOTES PAY-T COUGHLIN	7,641.00	
ACCOUNTS PAYABLE	4,063.90	
FEDERAL INCOME TAX	43,050.00	
	<hr/>	
TOTAL CURRENT LIABILITIES		54,754.90
EQUITY		
COMMON STOCK, 750 SHS AUTHORIZED, 500 ISSUED	500.00	
RETAINED EARNINGS	60,276.91-	
CURRENT YEAR'S INCOME	146,051.57	
	<hr/>	
TOTAL EQUITY		86,274.66
		<hr/>
TOTAL LIABILITIES AND EQUITY		141,029.56

SEE ACCOUNTANTS' COMPILATION REPORT

VIA GROUP INTERNATIONAL, INC.  
STATEMENT OF INCOME  
FOR THE 11 MONTHS ENDING 11/30/94

PAGE: 1

	<u>Y-T-D ACTUAL</u>
INCOME	
COMMISSIONS	1,269,091.99
* TOTAL INCOME	<u>1,269,091.99</u>
OPERATING EXPENSES	
ADVERTISING	126,413.20
ACCOUNTING	3,905.00
AUTOMOBILE EXPENSE	10,737.00
BANK CHARGES	356.52
CASUAL LABOR	3,802.98
COMMISSIONS	280,306.92
COMPUTER CONSULTING	2,712.04
CONTRIBUTIONS	3,254.00
DEPRECIATION	15,805.13
DUES AND SUBSCRIPTIONS	6,771.60
ENTERTAINMENT	36,676.62
HOSPITALIZATION	7,932.61
INSURANCE	34,526.77
LEGAL	27,534.99
LICENSES	226.00
MAINTENANCE AND REPAIRS	7,409.44
OFFICE SUPPLIES	14,288.18
PAYROLL EXPENSE	1,114.58
POSTAGE	2,464.41
RENT	15,698.00
SALARIES	279,897.96
TAXES-PAYROLL	31,393.55
TAX-FRANCHISE	50.00
TELEPHONE	50,718.83
TRAVEL	88,479.09
* TOTAL OPERATING EXPENSES	<u>1,052,475.42</u>
OTHER EXPENSES	
INTEREST EXPENSE	7,515.00
* TOTAL OTHER EXPENSES	<u>7,515.00</u>
* INCOME BEFORE TAXES	209,101.57
FEDERAL INCOME TAX	63,050.00
* NET INCOME	<u>146,051.57</u>

SEE ACCOUNTANTS' COMPILATION REPORT

VISTA GROUP INTERNATIONAL, INC.

STATEMENT OF CASH FLOWS

FOR THE PERIOD ENDED NOVEMBER 30, 1994

Operating Activities

Net Income	\$	146,051.57
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities:		
Depreciation		15,805.13
Changes in Operating Assets and Liabilities:		
Increase in Accounts Receivable	(	17,658.78)
Increase in Prepaid Expenses	(	41,203.81)
Decrease in Accounts Payable and Accrued Expenses	(	<u>22,225.98</u> )
Net Cash Provided by Operating Activities	\$	79,968.13

Investing Activities

Purchase of Property, Plant and Equipment	(	<u>57,381.78</u> )
Increase in Cash and Cash Equivalents	\$	22,586.35
Cash and Cash Equivalents at Beginning of Year		<u>99.20</u>
Cash and Cash Equivalents at End of Period	\$	22,685.55

SEE ACCOUNTANT'S COMPILATION REPORT

EARLY, LENNON, PETERS & CROCKER, P.C.

ATTORNEYS AT LAW  
900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
TELEPHONE (616) 381-8844  
FAX (616) 349-8525

GEORGE H. LENNON  
JOHN T. PETERS, JR.  
DAVID G. CROCKER  
HAROLD E. FISCHER, JR.  
LAWRENCE M. BRENTON  
GORDON C. MILLER

BLAKE D. CROCKER  
ROBERT M. TAYLOR  
PATRICK D. CROCKER  
ANDREW J. VORBRICH\*  
NICOLETTE G. HAHN\*\*

OF COUNSEL  
VINCENT T. EARLY  
HON. C.H. MULLEN  
THOMPSON BENNETT

JOSEPH J. BURGE  
11926 - 1992

\*Also admitted in Iowa.

\*\*Also admitted in California and North Carolina.

May 23, 1996

Executive Secretary  
State of Florida  
Public Service Commission  
101 East Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0688

Re: VISTA GROUP INTERNATIONAL, INC.

Dear Sir:

Enclosed herewith for filing with the Commission, please find an original and 12 copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

Please contact me if you have additional questions or concerns.

Very truly yours,

EARLY, LENNON, PETERS & CROCKER, P.C.

Patrick D. Crocker

Enclosures

Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.  
Initials of person who forwarded check:  
\_\_\_\_\_

DOCUMENT NUMBER-DATE

05839 MAY 28 1996

FPSC-RECORDS/REPORTING

EARLY, LENNON, PETERS & CROCKER, P.C.

ATTORNEYS AT LAW

900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
TELEPHONE (616) 381-8844  
FAX (616) 349-8826

GEORGE H. LENNON  
JOHN T. PETERS, JR.  
DAVID G. CROCKER  
HAROLD E. FISCHER, JR.  
LAWRENCE M. BRENTON  
GORDON C. MILLER

BLAKE D. CROCKER  
ROBERT M. TAYLOR  
PATRICK D. CROCKER  
ANDREW J. VORBRICH\*  
NICOLETTE G. HAHN\*\*

OF COUNSEL  
VINCENT T. EARLY  
HON. C.H. MULLEN  
THOMPSON BENNETT  
  
JOSEPH J. BURDIE  
(1928 - 1982)

DEPOSIT TREAS. REC. DATE  
0318 MAY 28 '96

\*Also admitted in Iowa.  
\*\*Also admitted in California and North Carolina.

May 23, 1996

Executive Secretary  
State of Florida  
Public Service Commission  
101 East Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0688

Re: VISTA GROUP INTERNATIONAL, INC.

Dear Sir:

Enclosed herewith for filing with the Commission, please find an original and 12 copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

Please contact me if you have additional questions or concerns.

96 MAIL SERIALIZED FILED

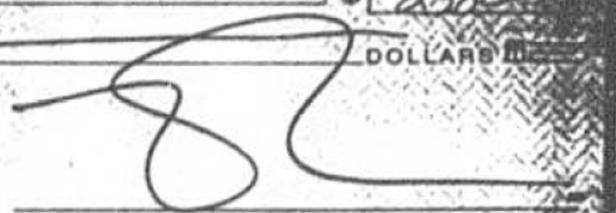
EARLY, LENNON, PETERS & CROCKER, P.C.  
ATTORNEYS AT LAW  
900 COMERICA BLDG.  
KALAMAZOO, MI 49007-4752

16198

PAID TO THE ORDER OF Florida Service Commission  
Two Hundred Fifty & 00/100

5/23/96 \$ 250.00 DOLLARS

COMERICA  
Comerica Bank  
Kalamazoo, Michigan



EARLY, LENNON, PETERS & CROCKER, P.C.

ATTORNEYS AT LAW

900 COMERICA BUILDING  
KALAMAZOO, MICHIGAN 49007-4752  
TELEPHONE (616) 381-8844  
FAX (616) 349-8525

GEORGE H. LENNON  
JOHN T. PETERS, JR.  
DAVID G. CROCKER  
HAROLD E. FISCHER, JR.  
LAWRENCE M. BRENTON  
GORDON C. MILLER

BLAKE D. CROCKER  
ROBERT M. TAYLOR  
PATRICK D. CROCKER  
ANDREW J. VORBRICH\*  
NICOLETTE G. HAHN\*\*

OF COUNSEL  
VINCENT T. EARLY  
HON. C.H. MULLEN  
THOMPSON BENNETT

JOSEPH J. BURGIE  
(1926 - 1992)

\*Also admitted in Iowa.  
\*\*Also admitted in California and North Carolina.

May 23, 1996

Executive Secretary  
State of Florida  
Public Service Commission  
101 East Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0688

RECEIVED  
PUBLIC SERVICE COMMISSION  
96 MAY 28 AM 11:39  
MAIL ROOM

Re: VISTA GROUP INTERNATIONAL, INC.

Dear Sir:

Enclosed herewith for filing with the Commission, please find an original and 12 copies of the above captioned corporation's APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

Please contact me if you have additional questions or concerns.

960668-17

DOCUMENT NUMBER-DATE  
05839 MAY 28 96

EARLY, LENNON, PETERS  
& CROCKER, P.C.  
ATTORNEYS AT LAW  
900 COMERICA BLDG.  
KALAMAZOO, MI 49007-4752

16196

9-8/730  
522

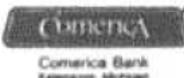
PAY TO THE ORDER OF

Florida Service Commission

5/23/96  
\$ 250.00

Two Hundred Fifty <sup>00</sup>/<sub>100</sub>

DOLLARS



[Handwritten signature]

FOR

