

Florida Public Service Commission Division of Record and Reporting

Tallahassee, Florida 32399-0850

2540 Shumard Oak Blvd.

COMPTEL

October 20, 1996

Easley Building

96/259-TI

Application for Certificate of Authority for All American Telephone, Inc. RE: to resell Interexchange Telecommunications Services in the State of Florida

Dear Florida Public Service Commission:

All American Telephone, Inc. hereby submits the enclosed Application, seeking authority to operate as a reseller of interexchange telecommunications services within the State of Florida.

An original and twelve (12) copies of the application, and all other supporting documents are provided. A check in the amount of \$250.00 to cover the application fee is enclosed as well.

Please date-stamp the attached copy of this letter and return it in the enclosed postagepaid return envelope to the undersigned.

Should there be any question or additional information required, please do not hesitate to contact me at the indicated phone number. Thank you.

Professional Certification Services

Sincerely,

Dana Hoyle (972) 753-1378

Enclosures

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

titles of person who forwarded check:

1425 GREENWAY DR. IRVING. TEXAS 75036 TEL: (214) 753-1378 FAX: (214) 756-6015

> **DOCUMENT NUMBER-DATE** 11203 OCT FPSC-RECORDS/REPORTING

- 1. This is an application for (check one):
 - (x) Original Authority (New Company).
 - Approval of Transfer (To another certificated company).
 - Approval of Assignment of existing certificate (To a noncertificated company).
 - Approval for transfer of control (To another certificated company).
- Select what type of business your company will be conducting (check all that apply):
 - Facilities based carrier company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - () Operator Service Provider company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customers for services used
 - (x) Switchless Rebiller company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - Multi-Location Discount Aggregator company contracts with unaffiliated entities to
 obtain bulk/volume discounts under multilocation discount plans from certain
 underlying carriers. Then offers the resold
 service by enrolling unaffiliated customers.

- Name of corporation, partnership, cooperative, joint venture or sole proprietorship: All American Telephone, Inc.
- Name under which applicant will do business (fictitious name, etc.):
 All American Telephone, Inc.
- National address (including street name & number, post office box, city state and zip code):
 2020 W. Northwest Highway, No. 107 Grapevine, Texas 76051
- Florida address (including street name & number, post office box, city state and zip code):
 N/A
- Structure of organization;

() Individual	() Corporation
(x) Foreign Corporation	() Foreign Partnership
() General Partnership	() Limited Partnership
() Other,	Settle-diploMixamore service

- If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
 - (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
 - (b) Indicate if the individual or any of the partners have previously been:
 - adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

- 9. If incorporated, please give:
 - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida. See attached copy of letter of authority Corporate charter number: <u>F96000005054</u>
 - (b) Name and address of the company's Florida registered agent. Corporation Service Company 1201 Hays Street, Suite 105, Tallahassee, Florida 32301
 - (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number:

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
 - adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No

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

No

- Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):
 - (a) The application;

 Dana Hoyle

 Preferred Carrier Services

 1425 Greenway Drive, Suite 210

 Irving, TX 75038

- (b) Official point of Contact for the ongoing operations of the company;
 Clay Garey, President
 2020 W. Northwest Highway, No. 107
 Grapevine, Texas 76051
 (817)251-0954
- (c) Tariff; same as (b)
- (d) Complaints/Inquiries from customers;
 Pat Thompson, Vice President, Customer Service
 2020 W. Northwest Highway, No. 107
 Grapevine, TX 76051
 (817)251-0954
- 11. List the states in which the applicant:
 - (a) Has operated as an interexchange carrier. None.
 - (b) Has applications pending to be certificated as an interexchange carrier. Arkansas, Maryland, Minnesota, Montana, New York, and Pennsylvania
 - (c) Is certificated to operate as an interexchange carrier. Texas and Virginia.
 - (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. None.
 - (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. None.
 - (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved. None.

What service will the applicant telephone companies:	
() Facilities.	() Operators.
() Billing and Collection.	
() Maintenance.	
() Other:	
services. Applicant ma D into the State, and in	ant does not offer any wholesa by in the future expand Feature is such case, may offer wholesa would amend and update its tar
Do you have a marketing prog Yes.	gram?
Will your marketing program:	
(x) Pay commissions?	
() Offer sales franchises?	
() Offer multi-level sales	
() Offer other sales incen	tives?
Explain any of the offers chec	ked in question 14 (To whom,
what amount, type of franchis	e, etc.).
The company may provide inc	lependent agents with
commissionable programs. A	ll agents are required to sign
an agreement to acknowledge State regulatory issues.	and adhere to applicable
Who will receive the bills for apply)?	your service (Check all that
(x) Residential customers.	(x) Business customers.
() PATS providers.	() PATS station end-users.
() Hotels & motels.	() Hotel & motel guests.
() Universities. ()	Univ. dormitory residents.

17. 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 name and phone number) and how is this information provided? The name of the company will appear on the bill.

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

HOLD Billing Services
11550 IH 10 West, Suite 285
San Antonio. TX 78230

 Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability. see attached projected financial statements.

B. Managerial capability. see attached management profiles. see attached management profiles.

- Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed). see attached proposed tariff.
- 19. The applicant will provide the following interexchange carrier services (Check all that apply):

X_MTS with distance sensitive per minute rates

_____Method of access is FGA
_____Method of access is FGD
X____Method of access is 800

____MTS with route specific rates per minute
_____Method of access is FGA
____Method of access is FGB
_____Method of access is FGD
____Method of access is FGD
____Method of access is FGD
____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.).
X_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 mbs, DS-3, etc.)
x Travel Service
Method of access is 950
x 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
Operator verify and interrupt
Conference Calling

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

> Dial 1+ for FGD and Private Line Dial 1-800 for 800 and travel card

21. __ Other:

ATTACHMENTS:

- A CERTIFICATE TRANSFER STATEMENT
- B CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C INTRASTATE NETWORK
 APPLICANT ACKNOWLEDGMENT STATEMENT
- D FLORIDA TELEPHONE EXCHANGES and EAS ROUTES
- E GLOSSARY

** 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.)

UTILITY OFFICIAL:

Signature Data 9

Clay Garey

President (817)251-0954
Title Telephone No.

** APPENDIX C **

INTRASTATE NETWORK

1.	POP:	Addres	ses where located, and	indicate if ow	ned or leased.
		1)		2)	
		3)		4)	
	N/A Co	mpany	is a non-facilities base	ed carrier.	
2.	SWITC	HES:	Addresses where loca	ted, by type of	f switch, and indicate if owned or leased.
		1)		2)	
		3)		4)	
	N/A Co	mpany	is a non-facilities base	ed carrier.	
3. TRANSMIS facilities (mi			ION FACILITIES: owave, fiber, copper, sa	Pop-to-Pop stellite, etc.) ar	o facilities by type of facilities by type of and indicate if owned or leased.
		1)	РОР-ТО-РОР	TYPE	OWNERSHIP
		2)			
	N/A Co	mpany	is a non-facilities base	ed carrier.	
4.	proposin	g to p	NG SERVICE: rovide originating service pendix D).	Please protect within thirty	vide the list of exchanges where you are y (30) days after the effective date of the

Entire State of Florida

 TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed)

Applicant will comply with Commission Rule 25-24.471 (4) (a). IntraLATA toll service will be provided only to end users with whom Applicant has a prior or ongoing relationship or who dial the appropriate access code.

- CURRENT FLORIDA INTRASTATE SERVICES: Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
 - a) What services have been provided and when did these services begin?

N/A

b) If the services are not currently offered, when were they discontinued?
N/A

UTILITY OFFICIAL:

Signature

Clay Garey

President

Title

(817)251-0954

Telephone No.

** APPLICANT ACKNOWLEDGMENT STATEMENT **

- 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 operating revenue of a company, a minimum annual assessment fee of
 \$50 is required.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
- 5 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 AAV service.
- 6. ACCURACY OF APPLICATION: By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

UTILITY OFFICIAL:	17 19	10/18/96
	Signature	Date
	Clay Garey	
	President	(817)251-0954
	Title	Telephone No.

ALL AMERICAN TELEPHONE, INC.

MANAGEMENT PROFILES

MANAGERIAL PROFILE

J. CLAY GAREY, PRESIDENT

Mr. Garey is a veteran of more than 15 years in the telecommunications industry, both with major and start-up telecommunications companies. Mr. Garey had previously held the title of Vice President of Network Operations at National Telephone Exchange (NTX) and U.S. Long Distance (USLD) before founding Multimedia Information Systems, a data processing company.

PATRICK J. THOMPSON, VICE PRESIDENT

Mr. Thompson is the founder of Payless Communications, Inc., a telecommunication company providing long distance services to business and residential customers within the State of Texas. Mr. Thompson has over 16 years of experience in business administration, including 6 years at ARCO Oil and Gas Company. Mr. Thompson has a B.A. from the University of Texas.

ALL AMERICAN TELEPHONE, INC.

PROPOSED TARIFF

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff applies to the resale telecommunications services furnished by All American Telephone, Inc. between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission and at the Company's office at 2020 W. Northwest Highway, No. 107 Grapevine, Texas 76051. Copies may be inspected during normal business hours.

	Effective:
Issued:	Effective.

CHECK SHEET

Sheets 1 through 22 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

SHEET	REVISION	SHEET	REVISION
1	Original *	12	Original *
2	Original *	13	Original *
3	Original *	14	Original *
4	Original *	15	Original *
5	Original *	16	Original *
6	Original *	17	Original *
7	Original *	18	Original *
8	Original *	19	Original *
9	Original *	20	Original *
10	Original *	21	Original *
11	Original *	22	Original *

* indicates new or revised sheet with this filing

Issued:		Effective:

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Issued: Effective:

EXPLANATION OF SYMBOLS

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

- D Delete or Discontinue
- I Change Resulting in an Increase to a Customer's Bill
- M Moved From Another Tariff Location
- N New
- R Change Resulting In a Reduction to a Customer's Bill
- T Change in Text or Regulation But No Change in Rate or Charge

Issued: Effective:

TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 10 and 11 would be 10.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet revision on file with the PSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the PSC follows in their 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.
- C. <u>Paragraph Numbering Sequence</u> There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2. 2.1. 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).

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

Issued: Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - A circuit which connects the calling customer's location to an interexchange switching center.

Access Code - A numeric code that, when dialed, connects the caller to the provider of services associated with that sequence

Account Code - A code assigned to a customer, a project, a department, a division, etc. A person dialing a long distance phone call must enter that code so the computer can assign the cost of that call at the end of the month or designated time period to a particular account.

Authorization Code - A numeric code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes. All authorization codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular authorization code.

Authorized User - A user who is a customer, or a person authorized by a customer that uses the Company's services. An Authorized User is responsible for compliance with this tariff.

Billed Party - The person or entity responsible for payment for use of the Company 's service(s).

Call Forwarding - The ability to forward incoming 800/888 calls to another telephone location.

Called Station - The termination point of a call (i.e. the called number).

Calling Station - The origination point of a call (i.e. the calling number).

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - A path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company - All American Telephone, Inc.

Credit Card Calls (Calling Card Calls) - A call for which charges are billed not to the originating telephone number, but to a credit card, such as Visa or Master Card, or to a LEC or interexchange carrier calling card, including calling cards issued by the Company.

Issued:		Effective:	

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Customer - Any person, firm, partnership, association, joint stock company, trust, corporation, governmental entity or any other entity ordering service, that is responsible for payment of charges and for compliance with this tariff.

Customer Dialed Calling Card Call - A call that is billed to a Calling Card that does not require intervention by an attended operator position to complete.

Customer Provided Equipment - Telecommunications equipment provided by a customer or authorized user used to originate calls using the Company's service.

Day - From 8:00 AM up to but not including 5:00 PM local time Monday through Friday.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the assistance of a live or automated operator. This includes calls forwarded by call forwarding equipment.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Exchange - A geographic area established by the tariff of Local Exchange Carriers for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

FCC - The Federal Communication Commission.

Local Exchange Carrier (LEC) - A telephone company utility which provides local telecommunications services to a specific geographical area for business and residential customers.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

On-Line Billing - Method of billing where the bill is transmitted and received by computer.

Other Common Carrier - A common carrier, other than the Company, providing intrastate communications service(s) to the public.

Issued:	Effective:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

Personal Identification Number (PIN) - A numeric code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the service user for security and/or billing purposes. All PIN codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular PIN code.

Point of Presence - The site(s) where the Company provides a network interface with facilities provided by the Other Common Carrier, Local Exchange Carriers or Customers for Access to the Company's network configuration.

Prepaid Phone Card - A prepaid long distance calling card sold in increments to the end user. The card is accessed by an 800 number and each time the card is used the remaining balance is given to the end user.

Premises - A building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Subscriber - The person or legal entity which enters into an arrangement for the Company's telecommunications services.

Uncompleted Call - Any call where the communication path between the calling and the called station is not established (i.e., busy, no answer, etc.).

United States - The forty-eight (48) contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the U. S. Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the forty-eight contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User - The person at the Subscriber's location who actually places the call through the Company's service.

		White the Party of		
Issued:		I	Effective:	

SECTION 2 - RULES AND REGULATIONS

2.1. Application of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate resale telecommunication services by All American Telephone, Inc. (Company) between points within the State of Florida as specified in this tariff. Service is furnished subject to the availability of facilities and subject to transmission, atmospheric and like conditions.

All terms, conditions and limitations of liability contained in this tariff apply to all Florida intrastate services provided by the Company, including those where charges are established pursuant to contract, unless the contract explicitly provides otherwise.

2.2. Service Description

Florida Intrastate Long Distance Message Telecommunication Services (hereinafter referred to as "LDMTS") is offered to residential and business Customers of the Company for the transmission of voice communications calls placed between one or more stations in the state of Florida. The Company provides long distance network Services for voice grade and data transmission srvices. All services are provided subject to the terms and conditions set forth in this tariff.

The company installs, operates and maintains the communication service provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

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

2.3. Interconnection with Other Common Carriers

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services concurrently with its own facilities for the provision of Service offered in this tariff.

2.4. Shortage of Facilities

All service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing service when necessary because of the lack of satellite or other transmission medium capacity or due to any causes beyond its control.

Issued:	Effective:	

2.5. Uses of Services

- 2.5.1. Customers may only use the services provided under this tariff in a manner consistent with the terms of this tariff and all governmental authorities having jurisdiction over the service.
- 2.5.2. Services provided in this tariff shall not be used for unlawful purposes.
- 2.5.3. The use of the Company's Service(s) without payment for Service or attempting to avoid payment for Service(s) by fraudulent means or devices, schemes, false or invalid numbers of false calling or credit cards is prohibited.

2.6. Liability of the Company

- 2.6.1. Except as stated in Section 2.5., the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for gross negligence or willful misconduct.
- 2.6.2. The liability of the Company, if any, for damages resulting from or related to the furnishing of Service(s) in this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, defects in transmission, or failures or defects in facilities furnished by the Company shall in no way exceed an amount of money equivalent to the charges applicable under this tariff. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or Service(s) that are caused by or contributed to by the negligence or willful act of the Customer, or which arise from the use of Customer-Provided Facilities or equipment shall not result in the imposition of any liability upon the Company.
- 2.6.3. THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 2.6.4. The Company is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the Service(s) received by Customer, or for the unavailability of or any delays in the furnishing of any Service(s) or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the Services provided to Customer, the Company's liability shall be limited according to the provisions of Section 2.5.2. above and elsewhere in this tariff.

ssued:	Effective:

2.8. Responsibilities of the Customer

- 2.8.1. The Customer is responsible for placing any necessary orders, and for complying with tariff Regulations, and for ensuring that Authorized users comply with tariff regulations. The Customer is also responsible for the payment of charges for calls originated at the Customer's premises. This includes payment for LDMTS calls or services originated at the Customer's number(s); accepted at the Customer's number(s) (i.e., collect calls); billed to the Customer's number via Third Number Billing if the Customer is found to be responsible for such call or service, the use of a Calling Card, the use of a Company assigned Special Billing Number and incurred at the specific request of the Customer.
- 2.8.2. The Customer is responsible for charges incurred for special construction and/or special facilities that the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.8.3. If required for the provision of the Company's Services, the Customer must provide any equipment space, supporting structure, conduit, and electrical power without charge to the Company.
- 2.8.4. The Customer is responsible for arranging access to its premises at times mutually acceptable to the Customer and the Company when required for the Company personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of the Company's Service(s). Occasionally customer requested changes and testing for impairment may only be evident at certain times (i.e. a certain hour of the day). In such cases, LDMTS must be made available for testing during the same time periods if the trouble condition is to be corrected.
- 2.8.5. The Customer shall ensure that its terminal equipment and system is properly interfaced with the Company's facilities and Services, that the signals and voltages emitted into the Company's facilities are of the proper mode, bandwidth, power, and signal level of the intended use of the Customer and in compliance with the criteria set forth in the rules of the FCC, and that the signals do not damage equipment, injure personnel or degrade Service to other Customers.
- 2.8.6. Interconnection between the Customer's equipment and Company-provided service must be made by the Customer by leased channel or dial-up service. Where interconnection between Customer's equipment and Company-provided service is not made by lease of Company facilities, interconnection must be made by the Customer at the Company's operating offices. Any special interface equipment necessary to achieve the compatibility between facilities of the Company and the channels or facilities of others shall be provided at the Customer's expense.

Issued:		Effective:	

2.8. Responsibilities of the Customer (Continued)

- 2.8.7. If the protective requirements in connection with Customer-provided equipment are not being complied with, the Company may take such immediate action as necessary to protect its facilities and personnel and will promptly notify the Customer of the need for protective action. In the event that the Customer fails to advise the Company within 10 days after such notice is received that corrective action has been taken, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities and personnel from harm.
- 2.8.8 The Customer is liable to the Company for replacement and repair of damage to the equipment and facilities of the Company caused by negligence and willful act of the Customer, its Authorized Users, and others, and for improper use of equipment provided by the Customer, its Authorized Users, and others.
- 2.8.9. The Customer is liable for any loss of Company equipment installed at the Customer's premises caused by: theft, fire, flooding, or any other casualty or criminal act.

2.9. Responsibilities of Authorized Users

- The Authorized User is responsible for compliance with applicable regulations set forth in this tariff.
- 2.9.2. The Authorized User is responsible for establishing its identity as often as necessary during the course of a call.
- 2.9.3. The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.9.4. The Authorized User is responsible for providing the Company with a valid method of billing for each call. The Company reserves the right to validate the credit worthiness of Users through available Credit Card, Called Number, Third Party telephone number and Room Number verification procedures. Where a requested billing method cannot be validated, the User may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.

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2.10.	Termination or	Interruption	of Services
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- 2.10.1. Without incurring liability, the Company may by 24 hours advance notice discontinue or withhold Service(s) under the following conditions:
 - For past due balances or when usage has exceeded the credit limit established by the Company;
 - For violation of the terms or conditions governing the furnishing of services under this tariff:
 - (iii) For violation of any law, rule, regulation, or policy of any governing authority having jurisdiction over the Company's Service(s); or
 - (iv) By reason of any order or decision of a court having competent jurisdiction, public utility commission, federal regulatory body or other governing authority prohibiting the Company from furnishing its Service(s).
- 2.10.2. Without incurring liability, the Company may temporarily interrupt the provision of Service(s) at any time in order to perform test(s) and inspection(s) to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities.
- 2.10.3. In the event that the Company incurs attorneys fees or other costs to recover any sums then due and the Company prevails, the Company shall be entitled to recover its costs of collection, legal costs, court costs, and reasonable attorneys' fees, in addition to whatever other relief the court may award. The Company may assign or sell receivable to Local Exchange Carriers, collection agencies or other parties and the amounts owed to the Company shall then become due and payable to that third party.
- 2.10.4. Service(s) may be discontinued by the Company, without notice to the Customer, by blocking traffic to and from certain countries, cities, NXX's, or by blocking calls using certain Customer Authorization Codes or Calling Card Account Numbers when the Company deems it necessary to take such action to prevent fraud or other unlawful use of its Service(s). The Company may restore Service(s) as soon as it can be provided without undue risk.
- 2.10.5. If, for any reason, Service(s) is interrupted, the Customer will only be charged for the Service(s) that was actually used.

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2.11 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in the Rules and Regulations of the Federal Communications Commission.

2.12. Payment for Service

The Customer is responsible for payment of all charges for facilities and Service(s) furnished by the Company, including charges for Service(s) originated or charges accepted at the Customer's service point.

- 2.12.1. Charges for Third Party calls will be included on the Billed Party's local exchange telephone company bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- 2.12.2. Charges for Credit Card Calls will be included on the Billed Party's regular monthly statement from the card-issuing company.
- 2.12.3. The Customer will be billed for and is liable for payment of all applicable federal, state and local use, assessments, surcharges, sales and/or privilege taxes and/or similar liabilities chargeable to or against the Company as a result of the provision of the Company's Service(s), in addition to the rates indicated in this tariff. Taxes or surcharges may be passed through to customers of a taxing jurisdiction on a prorated basis such that the total of all such charges aggregated among all customers in the taxing jurisdiction shall approximately equal the total amount of tax due in that jurisdiction.

All state and local taxes are listed as separate line items and are not included in the quoted rates.

- 2.12.4. The Customer shall remit payment of all charges to the Company or to any agency authorized by the Company to receive such payment. Any disputed amounts or claims against an invoice must be made in writing within thirty (30) days from the date of invoice. Undisputed amounts may not be withheld.
- 2.12.5. If the bill is not paid within twenty calendar days following the mailing of the bill, the account will be considered past due. In the event that on-line billing is provided, the bill becomes past due 30 days after the transmission of the bill.
- 2.12.6. Bills are due and payable upon receipt. Interest at the lesser of (1) the rate of one and one-half (1.5 %) percent per month, or (2) the highest rate allowed by law per month shall accrue upon any unpaid amount commencing thirty (30) days after the date of the bill.

2.12.7.	A delinquent account may	subject the Customer's	Service(s) to temporary	disconnection.
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Issued:	Effective:

2.12. Payment for Service (Continued)

- 2.12.8. Failure to receive a bill will not exempt a Customer from prompt payment of any sum(s) due the Company.
- 2.12.9. Charges for recurring fees shall be billed one (1) month in advance. Usage charges shall be billed one (1) month in arrears.

2.13. Deposits and Advance Payments

2.13.1 The company does not require a deposit or advance payment from the customer.

2.14. Billing Entity Conditions

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly.

2.15. Discontinuation of Service(s)

The Customer's Service(s) shall automatically terminate upon discontinuation of the Customer's subscription to the Company's Service(s).

2.15.1. The Company reserves the right to refuse or honor RESPORG (800 Responsible Organization) change requests when an unsatisfied business relationship exists between the Customer and the Company.

2.16. Right to Backbill for Improper Use of the Company's Services

Any person or entity which uses, appropriates or secures the use of Service(s) from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's Service(s) actually made by Customer.

2.17. Employee Concessions

The Company does not provide for Employee Concessions.

Issued:	Effective:

2.18. Discounts for Hearing Impaired Customers

Intrastate toll message rates for TDD users, which is communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communication with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

2.19. Directory Assistance Charges for Handicapped Persons

Pursuant to Florida Public Service Commission Rules and Regulations, the Company will not charge for the first fifty (50) directory assistance calls made each month by a handicapped person.

2.20. Operation of Telecommunications Relay Service

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice non-relay call except that where either the calling or the called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice non-relay call. The above discounts apply only to per call charges such as a credit surcharge.

2.21. Return Check Charge

If the Customer pays with a check which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other reason, the company will charge \$20.00 or five percent (5%) of the amount due, whichever is greater. The charge will be applied to the Customer's monthly billing in addition to any other charges which may apply under this tariff. Payment rendered by check, subsequently dishonored, shall not constitute payment until the customer makes a valid repayment.

2.22. Customer Requirements for Specific Services

At this time, the Company does not have customer requirements for specific services. This section is reserved for future use.

Issued:	Effective:

SECTION 3 - DESCRIPTION OF SERVICES

3.1. Service Offerings

The information in this section applies to all types of services offered pursuant to this tariff unless otherwise noted. Florida Intrastate Long Distance Service is offered on a per call basis to Customers originating calls within the State of Florida. Such service is available twenty-four (24) hours per day seven (7) days per week.

3.1.1. All American Residential Service

Flat rate residential service that is pre-subscribed to residential customers. This service is offered without a minimum purchase commitment.

3.1.2. All American Business Service

Flat rate business service that is pre-subscribed to business customers. This service is offered without a minimum purchase commitment.

3.1.3. All American Prepaid Card Service

Prepaid card, either disposable or rechargeable, allowing access to long distance services from anywhere in the state to anywhere in the state.

3.1.4. All American 800/888 Service

Inbound 800 Long distance product that provides higher discounts without requiring a minimum purchase commitment.

3.1.5. All American Travel Service

Allows residential customers to gain access to their long distance service from anywhere in the state to anywhere in the state via discount service billed back to user's account. This service is available to both residential and business customers.

3.2. Billing Periods

Residential Florida intrastate calls generally have a one minute minimum charge with additional time billed in one minute increments with full minute rounding. Commercial Florida intrastate calls generally have a 30 second minimum charge with additional time billed in 6 second increments. (See section 4 for the specific minimums and increments for each service.) Timing on completed calls begins when the called party answers. Timing terminates when either party goes to the on-hook mode.

3.3. Timing of Calls

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver. When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or by software utilizing audio tone detection. A call is terminated when either party hangs up.

Issued:	Effective:

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.4.	Minimum	Call	Comp	letion	Rate
3.4.	TATTITUTATE	Cam	COILID	ICHUII	PARC

The customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 99% during peak use periods for all FGD services.

3.5 Uncompleted Calls

There shall be no charge for uncompleted calls.

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SECTION 4 - RATES AND CHARGES

This section sets forth the rates and charges applicable to the Company's services. All rates and charges are expressed in US dollars. Calls which overlap rate periods will be charged according to the rates applicable to the time recorded in each period.

4.1 All American Residential Service

	Day		Evening		N/WE	
Miles	First	Add'l	First	Add'l	First	Add'l
0-10	.2000	.2000	.1500	.1500	.1200	.1200
11-22	.2200	.2200	.1700	.1700	.1300	.1300
23-55	.2500	.2500	.1900	.1900	.1400	.1400
56-124	.2700	.2700	.1900	.1900	.1500	.1500
125-292	.2800	.2800	.1900	.1900	.1600	.1600
293-430	.2800	.2800	.2000	.2000	.1600	.1600
431+	.2800	.2800	.2100	.2100	.1600	.1600

4.2 All American Business Service

	Day		Evening		NWE	
Miles	First	Add'I	First	Add'l	First	Add'l
0-10	.2072	.0982	.1554	.0736	.1036	.0491
11-22	.2838	.1745	.2127	.1309	.1472	.0872
23-55	.2945	.2356	.2208	.1756	.1690	.1256
56-124	.2945	.2399	.2208	.1799	.1740	.1298
125-292	.2945	.2454	.2208	.1837	.1767	.1352
293-430	.2945	.2508	.2208	.1879	.1763	.1352
431+	.2945	.2508	.2208	.1881	.1821	.1407

4.3 All American Prepaid Card Service

Rates Per Minute:	Day	\$.4500	
	Evening:	\$.4500	
	Night/Weekend	\$.4500	

Calls are billed in 60 second increments with a 60 second minimum.

4.4 All American 800/888 Service

Rates Per Minute:	Day	\$.2000
	Evening:	\$.2000
	Night/Weekend	\$.2000

Monthly Recurring Charge \$5.00
Calls are billed in 60 second increments with a 60 second minimum.

Issued:		Effective:

SECTION 4 - RATES AND CHARGES (Cont'd)

4.5 All American Travel Service

Residential

	Day		Evening		N/WE	
Miles	First	Add'l	First	Add'l	First	Add'I
0-10	.2000	.2000	.1500	.1500	.1200	.1200
11-22	.2200	.2200	.1700	.1700	.1300	.1300
23-55	.2500	.2500	.1900	.1900	.1400	.1400
56-124	.2700	.2700	.1900	.1900	.1500	.1500
125-292	.2800	.2800	.1900	.1900	.1600	.1600
293-430	.2800	.2800	.2000	.2000	.1600	.1600
431+	.2800	.2800	.2100	.2100	.1600	.1600

Business

	Day		Evening		N/WE	
Miles	First	Add'l	First	Add'l	First	Add'l
0-10	.1800	.1800	.1300	.1300	.1100	.1100
11-22	.2000	.2000	.1500	.1500	.1200	.1200
23-55	.2300	.2300	.1700	.1700	.1300	.1300
56-124	.2500	.2500	.1700	.1700	.1400	.1400
125-292	.2600	.2600	.1800	.1800	.1400	.1400
293-430	.2600	.2600	.1900	.1900	.1500	.1500
431+	.2600	.2600	.1900	.1900	.1500	.1500

Per Call Charge \$0.80 Calls are billed in 60 second increments with a 60 second minimum

4.9. Long Distance Directory Assistance

Per Inquiry - \$0.95. There will be no charge for the first fifty (50) directory assistance calls made per billing cycle from lines or trunks serving individuals with disabilities.

4.10. Special Promotions and Discounts

From time to time, the Company may offer special limited-duration promotions waiving charges. The promotion may include (but is not limited to) waiver of: recurring monthly charges, verified account code charges, and installation charges. Such promotions are designed to attract new subscribers or to increase subscriber awareness of a particular service.

Issued:	Effective:

ALL AMERICAN TELEPHONE, INC.

PROJECTED FINANCIAL STATEMENTS

· ALL AMERICAN TELEPHONE, INC.

PROJECTED INCOME STATEMENT

	YEAR ENDING 12/31/96	YEAR ENDING 12/31/97	YEAR ENDING 12/31/98	YEAR ENDING 12/31/99
Net Sales	\$1,650,480	\$15,582,459	\$23,269,553	\$28,554,691
Cost Of Sales	1,064,560	10,050,686	15,008,862	18,417,776
Gross Margin	585,920	5,531,773	8,260,691	10,136,915
Selling, General and Administrative	508,085	4,194,342	6,109,597	7,479,262
Net Income Before Taxes	\$77,835		\$2,151,095	\$2,657,653

· ALL AMERICAN TELEPHONE, INC.

PROJECTED BALANCE SHEET

	YEAR ENDING 12/31/96	YEAR ENDING 12/31/97	YEAR ENDING 12/31/98	YEAR ENDING 12/31/99
Cash	\$256,196	\$1,476,489	\$3,426,675	\$5,823,043
Accounts Receivable	358,287	1,220,423	1,731,592	2,279,831
Fixed Assets	45,000	75,000	85,000	95,000
Other Assets	25,000	25,000	25,000	25,000
Total Assets	\$684,483	\$2,796,912	\$5,268,267	\$8,222,874
Accounts Payable	\$411,648	\$1,156,646	\$1,466,906	\$1,611,451
Other Liabilities	70,000	100,000	110,000	262,409
Equity	202,835	1,540,266	3,691,361	6,349,014
Total Liabilities and				
Equity	\$684,483	\$2,796,912	\$5,268,267	\$8,222,874
	=========			

ALL AMERICAN TELEPHONE, INC.

LETTER OF AUTHORITY

from the

Florida Secretary of State



FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State

October 1, 1996

DANA HOYLE
PREFERRED CARRIER SERVICES, INC.
1425 GREENWAY DR., SUITE 210
IRVING, TX 75038

Qualification documents for ALL AMERICAN TELEPHONE, INC. were filed on September 30, 1996 and assigned document number F96000005054. 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.

Letter Number: 696A00044922

Lee Rivers
Document Examiner
Division of Corporations

1. This i	is an application for (check one): DEPOSIT TREAS.	REC. DATE
(x) () ()	Original Authority (New Company). Approval of Transfer (To another certificated company). Approval of Assignment of existing certificate (To a noncertificated company). Approval for transfer of control (To another certificated company).	OCT 21 '96'
	et what type of business your company will be ucting (check all that apply):	
	Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.	
	Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.	
Chaok w	() Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customers for services used	8 B
Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with remot of deposit. Interpretation who forwarded check to the second who forwarded check to the secon	(x) Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount	CEIVED BOT 21 M 8 OF
PREFERRED CARRIER SERVICE 1425 GREENWAY DR., NO. 210 IRVING, TX 75038	E, INC 12-94 October 15,1996	2260
PAY TO THE _ Florida Public	\$ 2!	50.00
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Nations Bank Nations Bank of Texas, N.A. Fort Worth, TX	1 aliel	0

FOR_All American Telephone filing fee

DEPOSIT TREAS. REC.

DATE

(x) Original Authority (New Company). D389 1944 OCT 21 96

Approval of Transfer (To another certificated company).

 Approval of Assignment of existing certificate (To a noncertificated company).

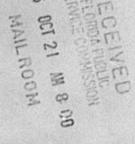
- Approval for transfer of control (To another certificated company).
- Select what type of business your company will be conducting (check all that apply):
 - Facilities based carrier company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
 - () Operator Service Provider company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
 - Reseller company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customers for services used

Switchless Rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

Multi-Location Discount Aggregator company contracts with unaffiliated entities to
 obtain bulk/volume discounts under multilocation discount plans from certain
 underlying carriers. Then offers the resold
 service by enrolling unaffiliated customers.

Check received with filling and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

A.g. of person who forwarded check:



(x)

- Name of corporation, partnership, cooperative, joint venture or sole proprietorship: All American Telephone, Inc.
- Name under which applicant will do business (fictitious name, etc.):
 All American Telephone, Inc.
- National address (including street name & number, post office box, city state and zip code): 2020 W. Northwest Highway, No. 107 Grapevine, Texas 76051
- Florida address (including street name & number, post office box, city state and zip code):
 N/A
- 7. Structure of organization;

() Individual	() Corporation
(x) Foreign Corporation	() Foreign Partnership
() General Partnership	() Limited Partnership
() Other,	

- If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
 - (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
 - (b) Indicate if the individual or any of the partners have previously been:
 - adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.