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April 24, 2001

**D. BRUCE MAY, JR.**  
850-425-5607

Internet Address:  
dbmay@hklaw.com

VIA HAND DELIVERY

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

010590 -TJ

RECORDS AND  
REPORTING

01 APR 24 PM 3:51

RECEIVED-FPSC

Re: In re: Application for authority to provide interexchange telecommunications service within the State of Florida by NexGen Telecom, LLC ("NexGen") and Request for Confidential Classification

Dear Ms. Bayo:

Enclosed for filing in the matter referenced above are:

- 1) The original and six (6) copies of NexGen's Application for Authority to Provide Interexchange Telecommunications Service within the State of Florida. **05139-01**
- 2) The original and fifteen (15) copies of NexGen's Request for Confidential Classification of Composite Exhibit "C" to the Application for Authority to Provide Interexchange Telecommunications Service within the State of Florida. **05740-01**
- 4) A check in the amount of \$250.00 for payment of the application fee.

RECEIVED & FILED  
*Man*  
PUBLIC BUREAU OF RECORDS

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:  
*W.S.*

**\*\* FLORIDA PUBLIC SERVICE COMMISSION \*\***

**DIVISION OF REGULATORY OVERSIGHT**  
**CERTIFICATION SECTION**

Application Form for Authority to Provide  
Interexchange Telecommunications Service  
Between Points Within the State of Florida

010590-TI

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Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Regulatory Oversight  
Certification Section  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6480**

1. This is an application for  (check one):
- Original certificate** (new company).
  - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
  - Approval of assignment of existing certificate:** Example, a certified company purchases an existing company and desires to retain the certificate of authority of that company.
  - Approval of transfer of control:** Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

NexGen Telecom , LLC

3. Name under which applicant will do business (fictitious name, etc.):

NexGen Telecom. LLC

4. Official mailing address (including street name & number, post office box, city, state, zip code):

1401 Manatee Avenue West, Suite 800

Bradenton, FL 34205

1. Florida address (including street name & number, post office box, city, state, zip code):

1401 Manatee Avenue West, Suite 800

Bradenton, FL 34205

6. Select 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 of more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base 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. Rebill 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 multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- (√ ) **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization;

- |  |                         |
|--|-------------------------|
| ( ) Individual                               | ( ) Corporation         |
| ( ) Foreign Corporation                      | ( ) Foreign Partnership |
| ( ) General Partnership                      | ( ) Limited Partnership |
| ( √ ) Other <u>Limited Liability Company</u> |                         |

8. **If individual**, provide:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

\_\_\_\_\_

10. **If Foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

\_\_\_\_\_ L00000014943 \_\_\_\_\_

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 856.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

\_\_\_\_\_

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:** \_\_\_\_\_

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

City/State/Zip: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Internet E-Mail Address: \_\_\_\_\_

Internet Website Address: \_\_\_\_\_

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** \_\_\_\_\_

15. Provide **F.E.I. Number** (if applicable): 65-1059743

16. Prove the following (if applicable):

(a) Will the name of your company appear on the bill for your services?  
(  ) **Yes**      (  ) **No**

(b) If not, who will bill for your services?

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City/State/Zip:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.:** \_\_\_\_\_

(c) How is this information provided?

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17. Who will receive the bills for your service?

- |   |   |
|---|---|
| <input type="checkbox"/> Residential Customers  | <input type="checkbox"/> Business Customers (Retail Stores) |
| <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"/> Universities dormitory residents   |
| <input type="checkbox"/> Other (specify) <u>Purchasers of Prepaid Calling Cards</u> . |   |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

**Name:** D. Bruce May Jr., Esq., Holland & Knight, LLP.

**Title:** Attorney for Applicant

**Address:** 315 South Calhoun Street, Suite 600

**City/State/Zip:** Tallahassee, FL 32301

**Telephone No.:** 850-224-7000 **Fax No.:** 850-224-8832

**Internet E-Mail Address:** dbmay@hklaw.com

**Internet Website Address:** www.hklaw.com

(b) Official point of contract for the ongoing operations of the company:

**Name:** Kevin L. Boudrot

**Title:** President

**Address:** 1401 Manatee Avenue West, Suite 800

**City/State/Zip:** Bradenton, FL 34205

**Telephone No.:** 941-748-1373      **Fax No.:** 941-747-9244

**Internet E-Mail Address:** Rick.E.Allen.@ATT.NET

**Internet Website Address:** N/A (Not hosted yet)

(c) Complaints/Inquiries from customers:

**Name:** Kevin L. Boudrot

**Title:** President

**Address:** 1401 Manatee Avenue West, Suite 800

**City/State/Zip:** Bradenton, FL 34205

**Telephone No.:** 941-748-1373      **Fax No.:** 941-747-9244

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

None

(b) has applications pending to be certified as an interexchange telecommunications company.

None



20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) 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.

None  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(b) an 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.

None  
\_\_\_\_\_  
\_\_\_\_\_

21. The applicant will provide the following interexchange carrier services ( c heck all that apply):  
**[NOTE: None of the below listed services apply. NexGen Telecom, LLC will only provide prepaid calling cards in the State of Florida.**

a. \_\_\_\_\_ MTS with distance sensitive per minute rates

- \_\_\_\_\_ Method of access is FGA
- \_\_\_\_\_ Method of access is FGB
- \_\_\_\_\_ Method of access is FGD
- \_\_\_\_\_ Method of access is 800

b. \_\_\_\_\_ 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 800

c. \_\_\_\_\_ 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

d. \_\_\_\_\_ **MTS for pay telephone service providers**

e. \_\_\_\_\_ **Block-of-time calling plan (Reach Out Florida, Ring America, etc).**

f. \_\_\_\_\_ **800 Service (toll free)**

g. \_\_\_\_\_ **WATS type service (bulk or volume discount)**

h. \_\_\_\_\_ **Private line services (Channel Services)**  
(For ex. 1.544 mbs., DS-3, etc.)

i. \_\_\_\_\_ **Travel service**

- \_\_\_\_\_ Method of access is 950
- \_\_\_\_\_ Method of access is 800

j. \_\_\_\_\_ **900 service**

j. \_\_\_\_\_ **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

l. \_\_\_\_\_ **Services included are:**

- \_\_\_\_\_ Station assistance
- \_\_\_\_\_ Person-to-person assistance
- \_\_\_\_\_ Directory assistance
- \_\_\_\_\_ Operator verify and interrupt
- \_\_\_\_\_ Conference calling

22. 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 Exhibit A.

23. Submit the following:

- A. **Managerial capability;** NexGen Telecom, Inc.'s prepaid calling card services will be under the direction of a highly skilled management team experienced in the telecommunications industry. Relevant biographies of the Company's management are attached as Composite Exhibit B.
- B. **Technical capability;** NexGen Telecom, Inc. (the "Company") is technically qualified to provide prepaid calling card service in Florida. As a provider of prepaid calling card service, the Company will utilize a number of technical companies to provide the underlying telephone networks that make the Company's phone cards function. The company will only sell prepaid calling cards to companies that have been authorized by the Florida Public Service Commission ("Commission") to provide service in Florida. Thus, the technical ability of the underlying carrier has already been determined by the Commission.
- C. **Financial capability.** NexGen Telecom, Inc. is qualified financially to provide prepaid calling card service in Florida. NexGen Telecom, Inc. is a start up company. Thus, historical financial information for NexGen Telecom, Inc. is limited. Financial documents, which have been filed under cover of a request for confidential classification are included as Composite Exhibit C.

1. the balance sheet;
2. income statement; and
3. statement of retained earnings.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

Further, the following (which includes supporting documentation) should be provided:

1. A written explanation that the applicant has sufficient financial capability to provide the requested service in the geography area proposed to be served.
2. A written explanation that the applicant has sufficient financial capability to maintain the requested service.
3. A written explanation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

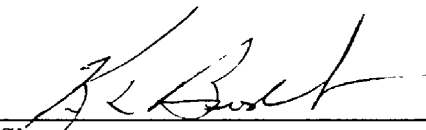
**THIS PAGE MUST BE COMPLETED AND SIGNED**

**APPLICANT ACKNOWLEDGMENT 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 operating 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 two and one-half percent on 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Kevin L. Boudrot  
**Print Name**

  
**Signature**

President  
**Title**

4/24/01  
**Date**

941-748-1373  
**Telephone No.**

941-748-1373  
**Fax No.**

**Address:** 1401 Manatee Avenue West, Suite 800  
Bradenton, FL 34205

**THIS PAGE MUST BE COMPLETED AND SIGNED**

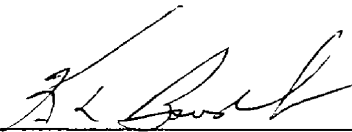
**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

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

**UTILITY OFFICIAL:**

Kevin L. Boudrot  
**Print Name**

  
**Signature**

President  
**Title**

4/24/01  
**Date**

941-748-1373  
**Telephone No.**

941-747-9244  
**Fax No.**

**Address:** 1401 Manatee Avenue West, Suite 800  
Bradenton, FL 34205

**THIS PAGE MUST BE COMPLETED AND SIGNED**

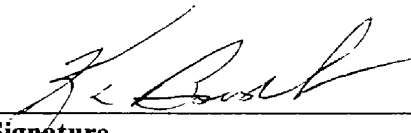
**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the application has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

**Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whosoever 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, punishable as provided in s. 775.082 and s. 775.083."**

**UTILITY OFFICIAL:**

Kevin L. Boudrot  
Print Name

  
Signature

President  
Title

4/24/01  
Date

941-748-1373  
Telephone No.

941-747-9244  
Fax No.

Address: 1401 Manatee Avenue West, Suite 800  
Bradenton, FL 34205

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has ( ) or **has not** (  ) 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?

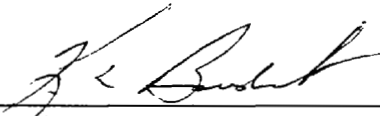
\_\_\_\_\_  
N/A  
\_\_\_\_\_

- b) If the services are not currently offered, when were they discontinued?

\_\_\_\_\_  
N/A  
\_\_\_\_\_

**UTILITY OFFICIAL:**

Kevin L. Boudrot  
\_\_\_\_\_  
**Print Name**

  
\_\_\_\_\_  
**Signature**

President  
\_\_\_\_\_  
**Title**

4/24/01  
\_\_\_\_\_  
**Date**

941-748-1373  
\_\_\_\_\_  
**Telephone No.**

941-747-9244  
\_\_\_\_\_  
**Fax No.**

**Address:** 1401 Manatee Avenue West, Suite 800  
Bradenton, FL 34205



CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) N/A

(Title) \_\_\_\_\_ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

# \_\_\_\_\_, have reviewed this application and join in the petitioner's request for a:

( ) transfer

( ) assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address:

Fax No.

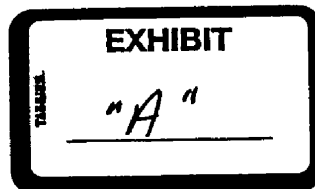
TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

OF

NexGen Telecom, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunication services furnished by NexGen Telecom, LLC ("NexGen"), with principal offices at 1401 Manatee Avenue West, Suite 800, Bradenton, Florida, 34205. This tariff applies for telecommunication services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.



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ISSUED: February 27, 2001

EFFECTIVE:

By:

Kevin Boudrot, President  
1401 Manatee Avenue, West, Suite 800  
Bradenton, Florida 34205

CHECK SHEET

The sheets listed below, which are 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 right-hand side of this sheet.

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

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ISSUED: February 27, 2001

EFFECTIVE:

By:

Kevin Boudrot, President  
1401 Manatee Avenue, West, Suite 800  
Bradenton, Florida 34205

TABLE OF CONTENTS

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Symbols Sheet..... 4  
Tariff Format Sheet ..... 5  
Section 1 - Technical Terms and Abbreviations ..... 6  
Section 2 - Rules and Regulations ..... 7  
Section 3 - Description of Service ..... 14  
Section 4 - Rates ..... 19

---

ISSUED: February 27, 2001

EFFECTIVE:

By:

Kevin Boudrot, President  
1401 Manatee Avenue, West, Suite 800  
Bradenton, Florida 34205

SYMBOLS SHEET

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

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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ISSUED: February 27, 2001

EFFECTIVE:

By:

Kevin Boudrot, President  
1401 Manatee Avenue, West, Suite 800  
Bradenton, Florida 34205

---

TARIFF FORMAT SHEETS

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

**B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheet 14. Because of various suspension periods, deferrals, etc., the FPSC 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. 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).

**D. Check Sheets** - When a tariff filing is made with the FPSC, 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 these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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ISSUED: February 27, 2001

EFFECTIVE:

By:

Kevin Boudrot, President  
1401 Manatee Avenue, West, Suite 800  
Bradenton, Florida 34205

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to NexGen's location or switching center.

**Authorization Code** - A numerical code, one or more of which may be assigned to a Customer, to enable NexGen to identify the origin of the Customer so it may rate and bill the call. Personal Identification Number (PIN) is used as the authorization code wherever possible.

**Available Balance** - The amount of preprogrammed usage remaining on each individual Prepaid Calling Card at any particular point in time. Each Customer has an Initial Account Balance which is stated in US Dollars or Telecom Units and is indicated on the Prepaid Calling Card. The Available Balance is Depleted by the appropriate dollar amount or number of Telecom Units based on the actual usage of the company's service

**Commission** - Used throughout this tariff to mean the Florida Public Service Commission.

**Company or NexGen** - Used throughout this tariff to mean NexGen Telecom, LLC, a Florida corporation.

**Customer** - A firm, corporation or other legal entity that orders the service of NexGen or purchases a NexGen Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for payment of charges due and compliance with the Company's tariff regulations.

**Holidays** - The Company's recognized holidays are New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Prepaid Account** - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code or Personal Identification Number (PIN) as contained in a specific Prepaid Calling Card.

**Underlying Carrier** - The Telecommunications Carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

**Telecom Unit** - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Florida.

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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ISSUED: February 27, 2001

EFFECTIVE:

By:

Kevin Boudrot, President  
1401 Manatee Avenue, West, Suite 800  
Bradenton, Florida 34205

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SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by NexGen for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company that fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

- 2.1.1 The services provided by NexGen Telecom are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by NexGen and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of NexGen.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

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By:

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Bradenton, Florida 34205



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**2.2 Use and Limitations of Services**

- 2.2.1 NexGen's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of NexGen's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of NexGen's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 NexGen's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 NexGen does not transmit messages, but the services may be used for that purpose.
- 2.2.6 NexGen's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

**2.3 Liabilities of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service

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- 2.3.2 (continued)  
mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
  
- 2.4.2 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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**2.5 Cancellation or Interruption of Services**

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, NexGen may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

- 2.5.1.A For nonpayment of any sum due NexGen for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over NexGen's service, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting NexGen from furnishing its services

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

2.5.3 NexGen may discontinue Service without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when NexGen deems it necessary to take such action to prevent unlawful use of its service. NexGen will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

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**2.6 Credit Allowance - Interruption of Service**

2.6.1 Credit may be given for disputed calls, on a per call basis

2.6.2 Credit shall not be issued for unavailability of long distance services.

**2.7 Deposit**

The Company does not require deposits.

**2.8 Payment and Billing**

2.8.1 Service is provided and billed on a billing cycle basis; beginning on the date that service becomes effective. Billing is payable upon receipt.

2.8.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes or Personal Identification Number (PIN) is the responsibility of the Customer. All calls placed using an Authorization Code or a Personal Identification Number (PIN) will be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

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**2.9 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

**2.10 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except for prepaid calling cards.

**2.11 Late Charge**

A late fee will be charged on any past due balances as set forth in Section 4.6 of this tariff.

**2.12 Returned Check Charge**

A fee, as set forth in Section 4.6 of this tariff, will be charged whenever a check or draft, presented for payment for service, is not accepted by the institution on which it is written.

**2.13 Location of Service**

The Company will provide service to Customers within the State of Florida.

**2.14 Sale of Telecommunications Services to Uncertified IXCs Prohibited**

Customers reselling or rebilling the Company's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Commission.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Calculation of Distance

As a provider of Prepaid Calling Cards, the Company's rates are a flat rate that is not mileage sensitive.

3.1.3 Timing begins when the called party answers and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing for each call ends when either party hangs up.

3.1.4 NexGen will not bill for uncompleted calls.

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**3.2 Customer Complaints and/or Billing Disputes**

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

1401 Manatee Avenue, West, Suite 800  
Bradenton, Florida 34205  
1 866 524 7175

Any objection to billed charges should be reported promptly to NexGen or its billing agent. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. A Customer who is unable to resolve a billing dispute with the Company may contact the Commission by telephone at 1 800 342 3552 to intervene in the billing dispute.

**3.3 Level of Service**

A Customer can expect end to end network availability of not less than 99% at all times for all services.

**3.4 Billing Entity Conditions**

When billing functions on behalf of NexGen or its intermediary is performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. NexGen's name and toll-free telephone number will appear on the Customer's bill.

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### 3.5 Service Offerings

#### 3.5.1 NexGen Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase NexGen Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. NexGen Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one-dollar (\$1.00) increments. NexGen Prepaid Calling Card service is accessed using the Underlying Carrier toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Personal Identification Number (PIN), and then to enter the terminating telephone number. The total consumed Telecom Units for each call is deducted from the remaining Telecom Units balance on the Customer's NexGen Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of first usage whichever is later. The Company will not refund unused balances.

A credit allowance for NexGen Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the NexGen Prepaid Calling Card and furnish the called number, the trouble experience (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a NexGen Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

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**3.5.1 (Continued)**

Credit allowances for calls pursuant to NexGen Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provide by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

**3.5.2 Exclusions**

The following types of calls may not be completed with the Company's Prepaid Calling Cards:

- Calls to 500 or similar prefix numbers
- Calls to 700 or similar prefix numbers
- Calls to 800 or similar prefix numbers (except calls to NexGen's customer service for Prepaid Calling Cards)
- Calls to 900 or similar prefix numbers
- Directory Assistance Calls
- Calls Requiring Operator Assistance

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**3.5.3 Emergency Call Handling Procedures**

Emergency "911" calls are not routed to Company, but are completed through the local network at no charge.

**3.5.4 Promotional Offerings**

The Company may offer approved special promotions of new or existing services or products for limited time periods as approved by the Commission. These promotions will include specific tariffed starting and ending dates. All such promotions will be offered on a completely non-discriminatory basis. All such tariffed promotions must be approved by the Commission and must state exactly what charges are being reduced or waived, who is eligible, and what Customers have to do to be eligible.

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**SECTION 4 - RATES AND CHARGES****4.1 Prepaid Calling Cards Service**

4.1.1 The following rate only applies to domestic calls. There is a \$0.50 surcharge for this service.

Rate per minute - \$US 0.21  
Surcharge - \$US 0.50 per call  
Telecom Unit - One (1) Telecom Unit = One (1)  
minute of usage  
Plan is billed in full minute increments

4.1.1.A. Surcharge for 1-800 calls placed from payphones:

Surcharge - \$US 0.69 per call

4.1.2 No time of day differential applies.

4.1.3 Each month, beginning thirty (30) days after the first use of a Prepaid Calling Card, an administrative fee of twenty-five cents (\$0.25) will be deducted from the balance remaining on each Card.

4.1.4 The above mentioned rates does not include taxes, which will additionally be deducted from the value of the Card each time a call is made.

4.1.5 Rates and charges are subject to change.

**4.2 Special Promotions**

The Company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the FPSC with specific starting and ending dates and will under no circumstances run for longer than 90 days in any 12 months period.

**4.3 Returned Check Charge**

A fee of \$25.00, if the face value does not exceed \$50.00, \$30.00 if the face value exceeds \$50.00 but does not exceed \$300.00, \$40.00 if the face value \$300.00, or 5 percent of the face amount of the check, whichever greater, may be charged for each check returned for insufficient funds.

**4.4 Exemptions and Special Rates****4.4.1 Discounts for Hearing Impaired Customers**

Intrastate toll message rates for intrastate calls between telecommunications devices for the deaf (TDD) by properly

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certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons shall be evening rates during business day hours and night rates for evening and night calls. Upon written notice to the Company, credit will be given on all subsequent bills for such calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator service when the call is placed by a method that would normally incur the surcharge.

#### 4.4.2 Telecommunications Relay Service

Intrastate toll calls received from the relay services will be discounted fifty percent (50%) off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty percent (60%) off of the otherwise applicable rate for a voice nonrelay call. The discount applies to the time sensitive element of a charge for the call and does not apply to per call charges such as a credit card surcharge.

#### 4.3.3 Directory Assistance for Handicapped Persons

Should the Company undertake to provide directory assistance, there will be no charge for Directory Assistance for calls from handicapped persons, with a maximum of 50 inquiries per monthly billing cycle. Such persons must contact the Company for credit on their directory assistance calls.

#### 4.5 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRA state toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

#### 4.6 Late Charge

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

#### 4.7 Employee Concessions

The Company does not offer employee concessions.

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## Curriculum Vitae

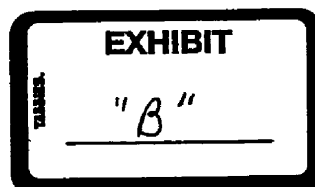
### NEXGEN TELECOM, LLC

#### **Tony F. Arredondo, *Call Center Manager***

Tony is a dynamic executive manager with a proven track record of significant contributions to bottom-line performance. Development and implementation of corporate-wide cutting-edge technology systems to meet changing business requirements and organizational objectives. General management expertise includes strategic business planning, P&L management, human resources, purchasing, and quality & logistics in high technology international corporations. Skilled in developing, motivating, and supervising a high-performance staff. Excellent leadership, communications, and negotiation skills. He graduated from Florida State University with a BS in Marketing and a minor in Corporate Law.

#### **Neil C. Mutch, *Director of Human Resources***

Neil has excellent and proven interpersonal, communications and organizational skills. He has attended many courses and seminars on fact and resolving, motivational environment and all aspects of staff employment and training. Neil has also been responsible for achieving company targets through generating new business and servicing an existing customer base. Neil also succeeded in adapting from a self motivated retail environment into contributing as a team member within a high profile sales position. He graduated from The Royal Academy of Music in London with a degree in Instrumental Tuition.



Kevin Boudrot

Chief Executive Officer

Mr. Boudrot is well versed in the prepaid telecommunications arena acting as a consultant to several prepaid debit card providers he grew revenues to over 20 million a year, he negotiated contracts with clients, vendors and business partners. Exercised financial responsibilities including accounting, cash flow and maintaining a 40% operating margin. Performed sales and marketing duties including determining marketing focus, advertising, image and strategy, account management and business development. Determined staff requirements and exercised final hiring approval.

Rick Allen

Chief Operating Officer

Mr. Allen has a strong background in organizational development and Information technology; his specialties include Inventory management and control, customer relationship management and leveraging technology to reduce cost and improve efficiency. He has held senior level positions in the US Army as well as in the private sector. He has experience in operational management of both Voice and Data communications networks.

**NEXGEN TELECOM, LLC  
INCOME STATEMENT (US\$)**

Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Total

[REDACTED]

TABLER  
EXHIBIT  
11 21 11



NEXGEN TELECOM, LLC  
 PROJECTED BALANCE SHEET - FISCAL 2001

	Initial	Q1 - FY 2001	Q2 - FY 2001	Q3 - FY 2001	Q4 - FY 2001	FINAL
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

# NexGen Telecom, LLC

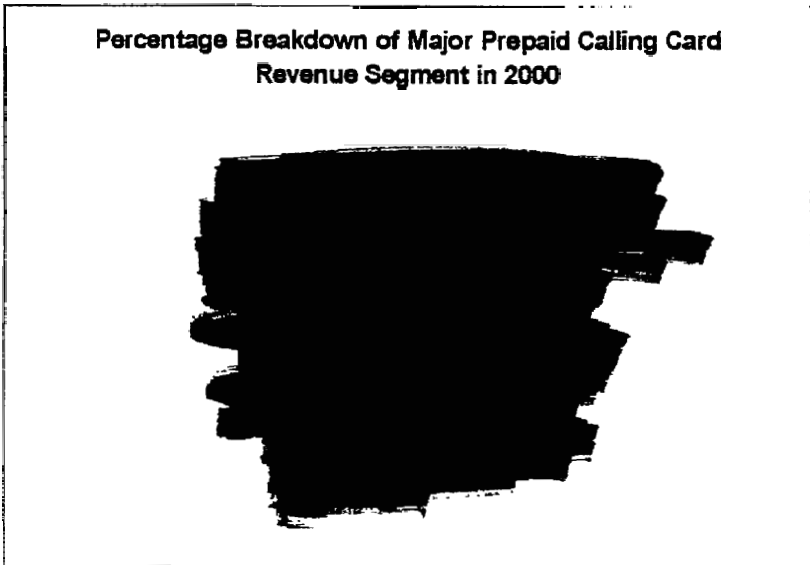
## SUMMARY OF SIGNIFICANT FORECAST ASSUMPTIONS AND ACCOUNTING POLICIES

### NATURE AND LIMITATIONS OF FORECASTS

[REDACTED]

### NATURE OF OPERATIONS

[REDACTED]



[REDACTED]

**The Ethnic Market**

[REDACTED]

**Mainstream Group**

[REDACTED]

**College Students**

[REDACTED]

**Business Use**

[REDACTED]  
sp

**GENERAL INFORMATION AND OPERATING CONSIDERATIONS**

**GENERAL**

[REDACTED]

**SALES AND ACCOUNTS RECEIVABLE**

[REDACTED]

**EARNINGS**

[REDACTED]

**COST OF SALES**

[REDACTED]

**INVESTMENTS**

[REDACTED]

**PROPERTY, PLANT, AND EQUIPMENT AND DEPRECIATION**

[REDACTED]

**DEBT AND PAYABLES**

[REDACTED]

**EXPENSES**

[REDACTED]