



210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

October 9, 2001
Overnight

Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

011352-TI

CK 30946
\$250.00
MC

DEPOSIT DATE
D127 OCT 11 2001

RE: Initial Application and Tariff for Authority to Provide Interexchange Telecommunications Services within the State of Florida.
Eight 9 Line, L.L.C.

Dear Ms. Bayo:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Eight 9 Line, L.L.C. Also enclosed is a \$250 check to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to
Eight 9 Line, L.L.C.

- APP _____
- CAF _____
- CMP _____
- COM _____
- CTR _____
- ECR _____
- LEG _____
- OPC _____
- PAI _____
- RGO _____
- SEC _____
- SER _____
- OTH _____

cc: J. Smith, Eight 9 Line
file: Eight 9 Line - FL
tms: fli0100

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DISTRIBUTION CENTER

DOCUMENT NUMBER-DATE
12889 OCT 10 01
FPSC-COMMISSION CLERK

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:



210 N. Park Ave.
Winter Park, FL
32789

P.O. Drawer 200
Winter Park, FL
32790-0200

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

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Blanca Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0870

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Monique Byrnes
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cc: J. Smith, Eight 9 Line
file: Eight 9 Line - FL
tms: fli0100

DOCUMENT NUMBER-DATE

12889 OCT 10 2001

FPSC-COMMISSION CLERK

**FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM
for
AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA**

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

1. 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 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. 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 multi-location discount plans from certain underlying carriers. Then offers the 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.

2. This is an application for \checkmark (check one):

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.)

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Eight 9 Line, L.L.C.

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

Not applicable

5. National address (including street name & number, post office box, city, state and zip code).

Street: **159 S. Lincoln, Suite 221**

City, State: **Spokane, WA**

Zip Code: **99201**

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

Not applicable

7. Structure of organization:

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

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Not applicable

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
 - (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 the 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.

Corporate charter number: **M01000002157**

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

**Registered Agents Services, Inc.
1333 North Duval Street
Tallahassee, FL 32303**

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

Not applicable

Fictitious name registration number:

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

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

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

- (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 the company, give reason why not.

No officer, director, partner or stockholder of Eight 9 Line, LLC has been an officer, director, partner or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Monique Byrnes
Consultant to Eight 9 Line, L.L.C.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Jeffrey Smith, Chief Executive Officer
Eight 9 Line, L.L.C.
159 S. Lincoln, Suite 221
Spokane, WA 99201
Telephone: (509) 847-5477
Facsimile: (509) 847-3948

(c) Tariff:

Monique Byrnes
Consultant to Eight 9 Line, L.L.C.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimilie: (407) 740-0613

(d) Complaints/Inquiries from customers:

Janet Jackson
Eight 9 Line, L.L.C.
159 S. Lincoln, Suite 221
Spokane, WA
Telephone: (509) 847-5477
Facsimile: (509) 847-3948

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.

California

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

New Jersey, Montana

(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 carrier or other telecommunications entity, and the circumstances involved.

None

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

- | | | | |
|-------------------------------------|---|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input checked="" type="checkbox"/> | Other: None anticipated at this time | | |

13. Do you have a marketing program?

Yes

14. Will your marketing program:

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

15. Explain any of the offers checked in question 14 (to whom, what amount, type of franchise, etc.).

The company sells service primarily via the internet.

16. Who will receive the bills for your service (check all that apply)?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input checked="" type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotels & motels | <input checked="" type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other:(specify) <u>Anyone who uses the Company's services</u> | |

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?

Yes, the Company's name will appear on customer bills.

(b) The name and address of the firm who will bill for your service.

For automated collect service:

Integretel, Inc.
5883 Rue Ferrari
San Jose, CA 95138

All other services offered by the company are prepaid.

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

A. Financial Capability

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

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

See Attachment III.

Further, a **written explanation**, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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.

If available, the financial statements should be audited financial statements. If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

19. 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 Attachment II.

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

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

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

MTS with statewide flat rates per minute (i.e. not distance sensitive)

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

MTS for pay telephone service providers.

Block of time calling plan (Reach Out Florida, Ring America, etc.)

800 Service (Toll free)

WATS type service (Bulk or volume discount)

- Method of access is via dedicated facilities
 Method of access is via switched facilities

Private line services (Channel Services) (For ex. 1.544 mbps, DS-3, etc.)

- Travel service**
 - Method of access is 950
 - Method of access is 800
- 900 service**
- Operator Services**
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals).
 - Available to inmates

Services included are:

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

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

For Prepaid 800 calls: 1+ subscriber's toll free telephone number

For Prepaid Residential Service: a toll free access number, plus identification number, plus the destination telephone number.

For Prepaid travel service calls: a toll free access number, plus identification number, plus the destination telephone number.

For Automated Collect service: a toll free access number, plus the destination telephone number.

22. Other:

**** 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:

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 interexchange service.

7. 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, punishable as provided in s. 775.082 and s. 775.083".**

UTILITY OFFICIAL:



Signature

10/2/01

Date

Jeffrey Smith, Chief Executive Officer
159 S. Lincoln, Suite 221
Spokane, WA
Telephone: (509) 847-5477
Facsimile: (509) 847-3948

APPENDICES:

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

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**** APPENDIX A ****

CERTIFICATE OF TRANSFER STATEMENT

I, _____, of _____, and current holder of certificate number _____, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

Not Applicable

UTILITY OFFICIAL:

Signature

Date

Telephone

**** APPENDIX B ****

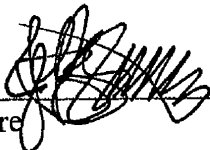
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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 

10/2/01
Date

**Jeffrey Smith, Chief Executive Officer
159 S. Lincoln, Suite 221
Spokane, WA 99201**

**Telephone: (509) 847-5477
Facsimile: (509) 847-3948**

**** APPENDIX C ****

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.

- 1) **None.**
- 2)
- 3)
- 4)

2. SWITCHES: Address where located, by type of switch and indicate if owned or leased.

- 1) **None.**
- 2)
- 3)
- 4)

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP	TYPE	OWNERSHIP
-------------------	-------------	------------------

- 1) **None.**
- 2)
- 3)

4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)

Statewide

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

Not applicable

6. **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:

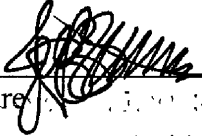
(a) What services have been provided and when did these service begin?

Not applicable

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

Not applicable.

UTILITY OFFICIAL:


Signature _____
Jeffrey Smith, Chief Executive Officer

10/2/01
Date

Jeffrey Smith, Chief Executive Officer
159 S. Lincoln, Suite 221
Spokane, WA 99201

Telephone: (509) 847-5477
Facsimile: (509) 847-3948

**** APPENDIX D ****

**FLORIDA TELEPHONE EXCHANGES
AND
EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

Extended Service Area with These Exchanges

PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:	Bellevue, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:	New Smyrna Beach.
TAMPA:	Central None East Plant City North Zephyrhills South Palmetto West Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.

ST. PETERSBURG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creet, and Oviedo-Winter Springs.
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

Eight 9 Line, L.L.C. intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by EIGHT 9 LINE, LLC, a Washington limited liability company, authorized to transact business within the state of Florida on September 19, 2001, as shown by the records of this office.

The document number of this limited liability company is M01000002157.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-first day of September, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

ATTACHMENT II

PROPOSED TARIFF

TITLE SHEET

EIGHT 9 LINE, L.L.C.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Eight 9 Line, L.L.C. with principal offices located at 159 S. Lincoln, Suite 221, Spokane, WA 99201. 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.

ISSUED: October 10, 2001

ISSUED BY:

Jeffrey Smith, Chief Executive Officer
Eight 9 Line, L.L.C.
159 S. Lincoln, Suite 221
Spokane, WA 99201

EFFECTIVE:

CHECK SHEET

The Title Sheet and sheets listed below are inclusive and effective as of the date shown. Original and revised sheets as named below contain all changes from the original tariff that are in effect on the date shown on each sheet.

Sheet	Revision	Sheet	Revision
Title	Original *	26	Original *
1	Original *	27	Original *
2	Original *	28	Original *
3	Original *	29	Original *
4	Original *	30	Original *
5	Original *	31	Original *
6	Original *	32	Original *
7	Original *	33	Original *
8	Original *	34	Original *
9	Original *	35	Original *
10	Original *	36	Original *
11	Original *	37	Original *
12	Original *		
13	Original *		
14	Original *		
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		
25	Original *		

*Indicates those sheets included with this filing.

ISSUED: October 10, 2001

EFFECTIVE:

ISSUED BY:

Jeffrey Smith, Chief Executive Officer
Eight 9 Line, L.L.C.
159 S. Lincoln, Suite 221
Spokane, WA 99201

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ISSUED: October 10, 2001

ISSUED BY:

Jeffrey Smith, Chief Executive Officer
Eight 9 Line, L.L.C.
159 S. Lincoln, Suite 221
Spokane, WA 99201

EFFECTIVE:

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ISSUED: October 10, 2001

EFFECTIVE:

ISSUED BY:

Jeffrey Smith, Chief Executive Officer
 Eight 9 Line, L.L.C.
 159 S. Lincoln, Suite 221
 Spokane, WA 99201

flo0100

SYMBOLS

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

- D Deleted or Discontinued Material
- I Change Resulting In An Increase To A Customer's Bill
- M Moved From or To Another Tariff Location
- N New Material
- 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: October 10, 2001

ISSUED BY:

Jeffrey Smith, Chief Executive Officer
Eight 9 Line, L.L.C.
159 S. Lincoln, Suite 221
Spokane, WA 99201

EFFECTIVE:

TARIFF FORMAT

- A. Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheet 34 and Sheet 35 would be Sheet 34.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 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 Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets 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 sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions

Aggregator - A person, firm, corporation, or other legal entity which contracts with the Company for installation of the Company's services. Aggregators make available the Company's services for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is also responsible for compliance with the terms and conditions of this tariff.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Reseller to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Available Usage Balance - The amount of usage remaining on a Prepaid Account at any particular point in time. Each Prepaid Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Carrier/Company - Eight 9 Line, L.L.C., issuer of this tariff.

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions, (Cont'd.)

Collect Call - A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party accepts the charge.

Completed Calls - Completed calls are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed to a customer when brought to the Company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device.

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

Depletion - Real time reductions in the Available Usage Balance, based on usage of the customer Prepaid Account.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Eight 9 Line - Used to refer to Eight 9 Line, L.L.C., issuer of this tariff.

Initial Usage Balance - The amount of usage on a Prepaid Account upon issuance and before any depleting call activity.

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Personal Identification Number (PIN) - See Authorization Code.

Prepaid Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Prepaid Service call.

Prepaid Card - A card issued by the Company which provides the Customer with a Personal Identification Number and instructions for accessing the Carrier's network.

Prepaid Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Prepaid Account.

Renewal - A method of replenishing a Prepaid Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

Subscriber - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which and end user places a call utilizing the services of the Company.

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Abbreviations

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

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SECTION 2 — RULES AND REGULATIONS**2.1 Provision of Service**

Eight 9 Line's services and facilities are furnished for communications originating and terminating within the State of Florida under terms of this tariff. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.

Eight 9 Line arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers and Subscribers in accordance with the terms and conditions set forth under this tariff. Eight 9 Line may act as the Customer's or Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer or Subscriber, to allow connection of a Customer's or Subscriber's location to the Eight 9 Line network. The Customer or Subscriber shall be responsible for all charges due for such service arrangements.

2.2 Limitations on Service

- 2.2.1** Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. Carrier provides service subject to the provisions of this tariff.
- 2.2.2** Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3** Title to all equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.3 Use of Service**

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the Customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the Customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the Customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

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

2.4 Limitation of Liability, (Cont'd.)

2.4.3 Carrier shall be indemnified and held harmless by the Customer against:

- (A) Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- (B) All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.4 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

2.4.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Prepaid Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Prepaid Card provided to a Customer.

2.4.6 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Prepaid Account provided to a Customer before or after the expiration date assigned to each Prepaid Account.

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

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Commission.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility**

2.7.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All Customers are responsible for the following:

- (A) The Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations. Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.
- (B) When placing an order for service, the Customer must provide:
1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 2. The name(s), telephone number(s), and address(es) of the Customer contact person(s).
- (C) The Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. The negligence or willful act of the Customer or user;
 2. Improper use of service; or
 3. Any use of equipment or service provided by others.
- (D) After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.2 Maintenance, Testing and Adjustment**

Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment which may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

The Company does not require a deposit from the Customer. The prepayment of services which are immediately available to the Customer does not constitute a deposit.

2.7.4 Advance Payments

The Company does not require advance payments for service. The prepayment of services which are immediately available to the Customer does not constitute an advance payment.

2.7.5 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- (A) Credit allowances for failure of service or equipment starts when the Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- (B) The Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.5 Credit Allowances, (Cont'd.)**

(C) Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a Customer order for a change in the service;
3. Interruption caused by the negligence of the Customer or his authorized user;
4. Interruptions of service due to customer or authorized user provided facilities.

2.7.6 Cancellation by Customer

The Customer may have service discontinued upon written or verbal notice to the Company. The Customer shall pay the Company for service furnished until the cancellation date specified by the Customer or until the date that the written cancellation notice is received, whichever is later. For prepaid services, the Customer may cancel service by fully depleting the available balance of the Customer account and/or by not renewing a renewable Prepaid Account.

2.7.7 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the Customer, or until the Customer has fully depleted a Prepaid Account.

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

2.7 Customer Responsibility, (Cont'd.)

2.7.7 Payment and Charges for Services, (Cont'd.)

(A) Payment of Charges

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

1. The Customer is responsible for payment of all charges for service furnished to the Customer. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
2. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) working days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
3. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

2.7.8 Application of Charges

The charge for service are those in effect for the period that service is furnished.

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

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- (A) No credit shall be allowed for an interruption of less than two hours.
- (B) The Customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- (C) When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.
- (D) Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.

2.8.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was not rendered or the equipment was not provided. This credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

2.8.3 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

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SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.8 Carrier Responsibility, (Cont'd.)****2.8.4 Disconnection of Service by Carrier**

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

- (A) Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- (E) Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect Cima's equipment or service to others.
- (F) Without notice in the event of tampering with the equipment or services owned by Cima or its agents.
- (G) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Cima may, before restoring service, require the Customer or Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- (H) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 3 - DESCRIPTION OF SERVICE**3.1 General**

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

3.2 Timing of Calls

Billing for calls placed over the Eight 9 Line network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1** Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.2.2** Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3** Unless otherwise specified in this tariff, the minimum initial period for billing purposes is one (1) minute.
- 3.2.4** Unless otherwise specified in this tariff, billing for usage after the initial period is in full one (1) minute increments.
- 3.2.5** The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Eight 9 Line will reasonably issue credit for the call.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Start of Billing

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which services or any portion of thereof was discontinued

3.4 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier 's. The Customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.5 Terminal Equipment**

Carrier's service may be used with or terminated in Customer provided terminal equipment or Customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his premises, including Customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

The Customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other criteria as may be prescribed by Carrier. The Customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

If the Customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the Customer's service.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.6 Calculation of Distance

The Company's services are not distance sensitive.

3.7 Minimum Call Completion Rate

The Customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.9 Eight 9 Collect Service

Customers may dial into the company's toll free platform and place a call requiring collect calling operator assistance. Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. A per call service charge applies in addition to the per minute rate. Customers who make a ten (10) minute call will receive the next twenty (20) minutes at no additional charge.

Rates

Per Minute Rate:	\$0.89
Per Call Charge:	\$4.95

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.10 Call Home Toll Free Service**

Call Home Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any interstate location over a Toll Free number and PIN and terminate to a specific Customer-designated telephone number. All service is prepaid. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute.

Rates

\$10	\$0.089
\$20	\$0.079
\$30	\$0.069

3.11 Follow Me Toll Free Service

Follow Me Toll Free service is available to business and residential subscribers for incoming calls. Calls originate from any interstate location over a Toll Free number and terminate to a series of up to four (4) Customer-designated and Customer-programmable telephone numbers. If there is no answer at the first designated telephone number, the call is automatically forwarded to the next in the series of customer-designated telephone numbers. All service is prepaid. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute.

Rates

\$10	\$0.089
\$20	\$0.079
\$30	\$0.069

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.12 Prepaid Residential Service

3.12.1 General

Prepaid Residential Service allows Customers to place calls from their business or residence. Customers must register the telephone number from which calls will originate with the Company. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of prepaid denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the Prepaid Account.

- A. All calls must be charged against a Prepaid Account that has sufficient Available Usage Balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid is insufficient to continue the call.
- B. Calls to 500, 700, 800/888, 900 and 976 and other information service numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Prepaid Service. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. The Company does not refund any unused balances in a Debit Account.

3.12.2 Discontinuance of Service

Prepaid Service may be discontinued or refused without notice for the following conditions:

- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Prepaid Account Renewal of a fully-depleted balance.
- B. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.13 Prepaid Residential Service, (Cont'd.)****3.13.3 Description**

Customers purchase a Prepaid Account which provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Prepaid Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis and are based on the amount purchased in the Prepaid Account.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.14 Prepaid Travel Card Service, (Cont'd.)****3.14.1 General**

Prepaid Travel Card Service is available to residential and business Customers for placing calls while away from home or office. Prepaid Residential Service allows Customers to place calls from their business or residence. Customers dial an access code and identification code in addition to the called number. Customers may choose from a variety of card denominations. Service is paid for in advance of actual usage. Charges for the service are deducted from the Available Usage Balance on the Prepaid Travel Card.

- B. All calls must be charged against a Prepaid Account that has sufficient Available Usage Balance. A Customer's call will be interrupted with an announcement one minute before the balance is about to be depleted. Calls in progress will be terminated by the Company if the balance on the Prepaid is insufficient to continue the call.
- B. Calls to 500, 700, 800/888, 900 and 976 and other information service numbers and calls requiring operator assistance and the quotation of time and charges cannot be completed using the Prepaid Service. Air to ground and high seas service may not be completed. Calls may not be completed using rotary telephone service.
- C. The Company does not refund any unused balances in a Debit Account.

3.14.2 Discontinuance of Service

Prepaid Service may be discontinued or refused without notice for the following conditions:

- A. For non-payment of any amount past due to the Company by the Customer, including non-payment of a Prepaid Account Renewal of a fully-depleted balance.
- B. When the Available Usage Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.

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SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.14 Prepaid Travel Card Service, (Cont'd.)****3.14.3 Description**

Customers purchase a Prepaid Account which provides each Customer with a PIN and lists instructions for accessing and using the Company's service.

The Company's system informs the Customer of the Available Usage Balance remaining in the Prepaid Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's Prepaid Account on a real time basis as the call progresses.

For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after an initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis and are based on the amount purchased in the Prepaid Account.

Rates

	<u>Per Minute Rate:</u>
Local Access	calls rated at \$0.01 below the applicable dollar volumes noted below
Toll Free Access:	
\$10	\$0.089
\$20	\$0.079
\$30	\$0.069
\$50	\$0.059
\$100	\$0.049

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SECTION 4 - RATES**4.1 Rate Periods**

The Company does not offer services that are time-of-day sensitive.

4.2 Exemptions and Special Rates**4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

4.2.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

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SECTION 4 - RATES, (CONT'D.)

4.2 Exemptions and Special Rates, (Cont'd)

4.2.3 Operator Assistance for Handicapped Persons

Operator station surcharges will be waived for operator assistance to a caller who identifies him or herself as being handicapped and unable to dial the call because of the handicap.

4.2.4 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped Customers.

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SECTION 4 - RATES, (CONT'D.)

4.3 Public Telephone Surcharge

Rate per Call	\$0.49
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4.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

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SECTION 4 - RATES, (CONT'D.)

4.5 Eight 9 Collect Service

Calls are billed in one (1) minute increments with an initial period for billing purposes of one (1) minute. A per call service charge applies in addition to the per minute rate. Customers who make a ten (10) minute call will receive the next twenty (20) minutes at no additional charge.

Per Minute Rate: \$0.89
Per Call Charge: \$4.95

4.6 Call Home Toll Free Service

All service is prepaid. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute.

\$10 \$0.089
\$20 \$0.079
\$30 \$0.069

4.7 Follow Me Toll Free Service

All service is prepaid. Calls are billed in one (1) minute increments with a minimum billing period of one (1) minute.

\$10 \$0.089
\$20 \$0.079
\$30 \$0.069

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SECTION 4 - RATES, (CONT'D.)**4.8 Prepaid Residential Service**

Calls are decremented in one (1) minute increments.

Local Access	<u>Per Minute Rate:</u> calls rated at \$0.01 below the applicable dollar volumes noted below
Toll Free Access:	
\$10	\$0.089
\$15	\$0.079
\$20	\$0.069
\$25	\$0.059
\$30	\$0.049

4.9 Prepaid Travel Card Service

Calls are decremented in one (1) minute increments.

Local Access	<u>Per Minute Rate:</u> calls rated at \$0.01 below the applicable dollar volumes noted below
Toll Free Access:	
\$10	\$0.089
\$20	\$0.079
\$30	\$0.069
\$50	\$0.059
\$100	\$0.049

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SECTION 5 - CONTRACTS AND PROMOTIONS**5.1 Contracts - General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

5.2 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area and will comply with all applicable Commission regulations and be made a part of this tariff.

5.3 Demonstration of Service Promotion

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month.

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ATTACHMENT III

FINANCIAL STATEMENTS

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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.

Financial Capability

Eight 9 Line, L.L.C. has the financial capability to begin and maintain operations in the state of Florida.

The company submits its financial statements through August 15, 2001 indicating total current assets exceeding \$34,000.

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

EIGHT 9 LINE, L.L.C.

MANAGEMENT PROFILES

Jeff Smith, Chief Executive Officer and Managing Member

Mr. Smith, a degreed Physicist, began his telecommunications experience in 1985 when he developed and operated one of the largest 1-900/1-800 service bureaus in the Southwest United States for MCI. From 1992 to 1995 he built up the largest pre-paid calling card company in the state of Arizona which was sold to a tier one carrier. He then built up the largest privately held voice mail company in the United States with service in more than 40 major markets. He has designed and produced digital T1 telecom products including an industry leading channel bank. Mr. Smith also has developed many custom telecommunications applications including virtual office, conference calling, voice mail, calling card, follow me, etc. Mr. Smith's strength is hardware design and implementation. His technical expertise includes all aspects of T1 and DS3 provisioning, muxing, demuxing and utilization. Currently Mr. Smith is involved with long distance and calling card applications as well as virtual office and conference calling services.

Jim Strohacker, Director of Carrier Relations and International Sales

Mr. Strohacker's background includes 15 years experience in the telecommunications industry. Mr. Strohacker has been involved in four telecommunications startups where he played a key role in the initial launch and continuing management of the business. He was responsible for all operational segments including networking, provisioning, customer service, sales, carrier services, billing, fraud control, and product development.

Recently Mr. Strohacker was involved in running the Phoenix operations for United Digital Network, a facility based carrier with revenues of \$2,200,000 per month. He has also held the position of Director of Sales for the Western Region for Alliance Group Services specializing in carrier sales for AT&T and Global Crossing. He is currently involved with long distance and calling card applications and carrier relations.

Janet Jackson, Director of Operations

Ms. Jackson is Director of Operations for Eight 9 Line. For six years prior to joining Eight 9 Line, Ms. Jackson was responsible for all back office operations including personnel, payroll, accounting, customer service and billing operational issues, with dX/dY Voice Processing, Inc. (Spokane, WA). Her experience with the company's teleconferencing division and calling card business has proved invaluable to Eight 9 Line.