

National Directory Assistance, LLC

April 18, 2002

Mr. Dan Hoppe
Florida Public Service Commission
Division of Regulatory Oversight
Attn: Tariff Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

020346-TI

RECEIVED PSC
02 APR 19 AM 11:56
COMMISSION
CLERK

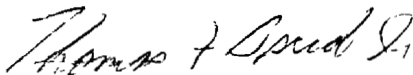
Dear Mr. Hoppe:

Pursuant to discussions with Nancy Pruitt, we are enclosing an original and six (6) copies of National Directory Assistance, LLC's Application Form for Authority To Provide Interexchange Telecommunications Service Within The State of Florida. So that our records will be complete, please date stamp the extra copy of this transmittal letter and return in the enclosed envelope. Also enclosed is a check for \$250 made payable to the Florida Public Service Commission to cover the filing fee.

Any questions regarding this Application or proposed tariff should be directed to Todd H. Lowe, President, Visiology, Inc. 16061 Carmel Bay Drive, Northport, Alabama 35475 who may be reached via telephone at (205) 330-1701.

Your assistance in this matter is greatly appreciated.

Sincerely,



Thomas F. Speed Jr
President

Enclosures

RECEIVED PSC
04 342 APR 19 02
COMMISSION OF FAK

**** 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

- ◆ 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 Appendix A).
- ◆ 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 certificated company.

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

**Florida Public Service Commission
Division of Communications
Bureau of Certification and Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

1. This is an application for ✓ (check one):

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

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:

National Directory Assistance, LLC

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

National Directory Assistance, LLC

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

12700 Shelbyville Rd, Danville Building

Louisville, KY 40243

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

None

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 or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
 - (X) **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
 - () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under 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 |
| (X) Other <u>LLC</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:**
M02000000975

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

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

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.: _____ **Fax 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 **FEID Number**(if applicable): _____

16. Provide 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?

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

(a) The application:

Name: Todd H. Lowe

Title: President

Address: 16061 Carmel Bay Drive

City/State/Zip: Northport, AL 35475

Telephone No.: (205) 330-1701 **Fax No.:** (205) 330-1705

Internet E-Mail Address: toddlowe@visiology.com

Internet Website Address: www.visiology.com

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

Name: Thomas F. Speed Jr

Title: President

Address: 12700 Shelhyville Rd, Danville Building

City/State/Zip: Louisville, KY 40243

Telephone No.: 502-420-9899 **Fax No.:** 502-244-4174

Internet E-Mail Address: tomspeed@nationalda.com

Internet Website Address: www.nationalda.com

(c) Complaints/Inquiries from customers:

Name: See (b) above

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

Internet E-Mail Address: _____

Internet Website Address: _____

18. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Indiana and Ohio

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

Alabama, Arkansas, Georgia, Idaho, Minnesota, Mississippi, Missouri, Nebraska, North Dakota, Oregon, Pennsylvania, South Carolina, South Dakota, Washington, West Virginia, and Wyoming.

(c) is certificated to operate as an interexchange telecommunications company.

Colorado, Indiana, Iowa, Kansas, Kentucky, Michigan, Montana, North Carolina, Ohio, Texas, Utah, Virginia, and Wisconsin.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

None.

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

None.

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

None.

19. 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.

20. The applicant will provide the following interexchange carrier services 1 (check all that apply):

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)**

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

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**

k. _____ **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

21. 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 D

22. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

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 geographic 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.

See Attachment A

B. **Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

C. **Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

**** 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:

<u>Thomas F. Lovell</u> Signature	<u>4/18/02</u> Date
<u>President</u> Title	<u>502-420-9899</u> Telephone No.
<u>Address: 12700 Shelbyville Rd, Danville Building</u>	<u>502-244-4174</u> Fax No.
<u>Louisville, KY 40243</u>	

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
 - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
 - GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I. (Name) _____

(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.

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 yr check one):

- (X) 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:

Harriet Spaulding _____ 4/18/02 _____
Signature Date

President _____ 502-420-9899
Title Telephone No.

Address: 12700 Shelbyville Rd, Danville Building _____ 502-244-4174
Fax No.

Louisville, KY 40243 _____

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** (X) previously provided *intrastate telecommunications* in Florida.

If the answer is has fully describe the following:

- a) What services have been provided and when did these services begin?
- b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Thomas Spalding
Signature

4/18/02
Date

President
Title

502-420-9899
Telephone No.

Address: 12700 Shelbyville Rd, Danville Building

502-244-4174
Fax No.

Louisville, KY 40243

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 applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company 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, "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:

Thomas H. Land
Signature

4/18/02
Date

President
Title

502-420-9899
Telephone No.

Address: 12700 Shelbyville Rd, Danville Building

502-244-4174
Fax No.

Louisville, KY 40243

ATTACHMENT A

FINANCIAL CAPABILITY

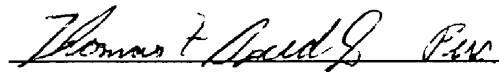
CURRENT BALANCE SHEET

CURRENT INCOME STATEMENT

STATEMENT OF RETAINED EARNINGS

Statement of Financial Capability

In the opinion of management, National Directory Assistance, LLC, has sufficient financial capability to enter the Florida telecommunications market and meet its ongoing obligations. In addition to funds available as shown on the financial statements furnished, National Directory Assistance, LLC has access to additional funding through financial institutions and if necessary through additional capital from the members.


Thomas F. Speed Jr
President

12:30 PM
04/18/02
Accrual Basis

National Directory Assistance LLC
Balance Sheet
As of March 31, 2002

	<u>Mar 31, 02</u>
ASSETS	
Current Assets	
Checking/Savings	
Firststar Bank - Checking	53,368.19
Total Checking/Savings	53,368.19
Accounts Receivable	
Accounts Receivable	125.66
Total Accounts Receivable	125.66
Other Current Assets	
Member Receivables	
Garner Receivable	100,000.00
Speed Receivable	100,000.00
Total Member Receivables	200,000.00
Office Space Deposit	1,200.00
Telephone Deposit	150.00
Total Other Current Assets	201,350.00
Total Current Assets	254,843.85
Fixed Assets	
Fixed Assets	
Asset purchase	55,000.00
Automobiles	24,257.62
Computer Hardware	4,892.35
Furniture & Fixtures	4,078.04
Total Fixed Assets	88,228.01
Total Fixed Assets	88,228.01
Other Assets	
Long term Member Receivable	
Ferry Receivable	80,645.00
Wheeler Receivable	24,194.00
Total Long term Member Receivable	104,839.00
Total Other Assets	104,839.00
TOTAL ASSETS	447,910.86
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	11,197.91
Total Accounts Payable	11,197.91
Other Current Liabilities	
Sales Tax Payable	0.56
Total Other Current Liabilities	0.56
Total Current Liabilities	11,198.47
Long Term Liabilities	
Automobile Loans	19,112.62
Total Long Term Liabilities	19,112.62
Total Liabilities	30,311.09

12:30 PM

04/18/02

Accrual Basis

National Directory Assistance LLC
Balance Sheet
As of March 31, 2002

	<u>Mar 31, 02</u>
Equity	
Paid in Capital	
Allison Capital Account	10.19
DC Ventures Capital Account	15.47
Expi Corp Capital Account	19.33
G & J Markwell Capital Account	3.09
Garner Capital Account	250,061.95
Innocate Capital Account	18.64
Markwell Capital Acct	50.00
McCall Capital Account	7.73
Norbert Ferry Capital Account	1.58
Rechter Capital Account	15.47
Richard Brown Capital Account	8.51
Rose Capital Account	1.58
SMT Marketing Capital Account	9.28
Speed Capital Account	250,000.00
Stephen Ferry Capital Account	80,645.00
Vetter Capital Account	26.53
Weil Capital Account	0.65
Wheeler Capital Account	24,194.00
Total Paid in Capital	<u>605,089.00</u>
Retained Earnings	-49,630.53
Net Income	-137,858.70
Total Equity	<u>417,599.77</u>
TOTAL LIABILITIES & EQUITY	<u>447,910.86</u>

12:30 PM
 04/18/02
 Accrual Basis

National Directory Assistance LLC
Profit & Loss
 January through March 2002

	Jan - Mar 02
Ordinary Income/Expense	
Income	
Sales	
Local Dir. Asst. Sales	25.55
Long Distance Sales	18.55
National Dir. Asst. Sales	81.00
Total Sales	<u>125.10</u>
Total Income	125.10
Cost of Goods Sold	
Cost of Goods	
800 Inbound	13.66
Germantown DS1	4,639.38
Total Cost of Goods	<u>4,653.04</u>
Total COGS	<u>4,653.04</u>
Gross Profit	-4,527.94
Expense	
Administration Services	282.64
Advertising Expense	5,535.00
Bank Service Charges	71.50
Communication	
G-town Test Line	191.25
Internet Connections	575.10
Office Telephone	637.00
Wireless	416.27
Total Communication	<u>1,819.62</u>
Dues and Subscriptions	31.80
Insurance	
Automobile	531.00
Employee Health	731.37
Work Comp	91.62
Total Insurance	<u>1,353.99</u>
Interest Expense	-145.00
Legal	
Acquisition Legal Expense	10,785.24
Certification & License	4,300.00
Trademark Registration	1,000.00
Total Legal	<u>16,085.24</u>
Licenses and Registrations	26,014.90
Miscellaneous	2,660.38
Office Supplies	246.34
Payroll Expenses	
Employer Tax Expense	5,357.81
Information Systems Salaries	18,623.06
Officer Salaries	18,623.06
Sales Salaries	21,726.94
Total Payroll Expenses	<u>64,330.87</u>
Postage and Delivery	631.04
Printing and Reproduction	6,142.04
Professional Fees	
Software	237.50
Total Professional Fees	<u>237.50</u>
Rent	3,637.20

12:30 PM
04/18/02
Accrual Basis

National Directory Assistance LLC
Profit & Loss
January through March 2002

	<u>Jan - Mar 02</u>
Taxes	
State	
Foreign State Tax	100.00
Total State	<u>100.00</u>
Total Taxes	100.00
Travel & Ent	
Conference Registrations	90.00
Lodging / Hotel	590.33
Meals	445.87
Travel / Mileage	3,169.50
Total Travel & Ent	<u>4,295.70</u>
Total Expense	<u>133,330.76</u>
Net Ordinary Income	<u>-137,858.70</u>
Net Income	<u><u>-137,858.70</u></u>

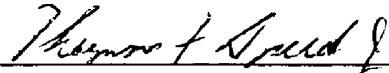
CERTIFICATION OF FINANCIAL STATEMENTS

OATH

STATE OF KENTUCKY


COUNTY OF JEFFERSON

Personally appeared before the undersigned, an officer duly authorized to administer oaths, Thomas F. Speed Jr who first being duly sworn, deposes and says that he is President of National Directory Assistance, LLC, applicant in this application, that he has read the financial statements enclosed herein as Attachment K and knows the contents thereof, and that the statements made herein are true to the best of his knowledge and belief.



(Signature of Affiant)

Subscribed and sworn before me, this
18th day of April,
2002.


(Notary Public)

(Seal)

My Commission Expires Oct 13, 2003

ATTACHMENT B

MANAGERIAL CAPABILITY

Thomas S. Speed, Jr. is President of National Directory Assistance, LLC. Prior to joining National Directory Assistance, Mr. Speed was president and founder of Worldwide Express of Louisville & Cincinnati, a successful overnight express delivery company he sold in 2001. Mr. Speed joined Motivator, Inc., manufacturer of high-end exercise and physical therapy rehabilitation equipment, as Vice President sales. After becoming President in 1991, Mr Speed grew the company to annual sales of 4.5 million dollars. Mr. Speed was Vice-President of investment group/Chief Operating Officer of Tela-Marketing Communications of Nashville a long distance reseller he built from inception to \$6.5 million in annual sales while growing profit levels. When the company was sold to a public company, Mr. Speed was made President of the Division and grew sales to 15 million per year within two years. Mr. Speed earned a B. S. Business from Eastern Kentucky University.

Stephen J. Ferry is Vice president of National Directory Assistance, LLC. Prior to joining National Directory Assistance, Mr. Ferry was with US Connect where he developed, marketed and implemented a turn key wholesale directory assistance service product for independent local exchange carriers. Mr. Ferry was with GTE-Louisville, KY for more than five years where is was a leader in marketing and sales of data products. Mr. Ferry earned a BA in Public Relations from Western Kentucky University.

ATTACHMENT C

TECHNICAL CAPABILITY

National Directory Assistance, LLC is a switchless reseller. All switching and transport is provided by the Florida certified underlying carrier.

ATTACHMENT D

PROPOSED TARIFF

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of long distance telecommunications services provided by National Directory Assistance, LLC with principal offices at 12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243. This Tariff applies to 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.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

CHECK SHEET

All of the sheets of this Tariff are effective as of the date shown at the bottom of the sheet. Original and revised sheets as named below comprise all changes from the original Tariff.

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

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

CHECK SHEET (continued)

SHEET	REVISION
21	Original Sheet
22	Original Sheet
23	Original Sheet
24	Original Sheet
25	Original Sheet
26	Original Sheet
27	Original Sheet
28	Original Sheet
29	Original Sheet

TABLE OF CONTENTS

	Sheet No.
Title Sheet	1
Check Sheet	2
Table of Contents	4
Concurring, Connecting, or Other Participating Carriers	5
Symbols	5
Tariff Format	6
Section 1 - Technical Terms and Abbreviations	7
Section 2 - Rules and Regulations	9
Section 3 - Description of Services	28
Section 4 - Rates and Charges	29

**CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS**

None

SYMBOLS

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase To A Customer's Bill
- M - Moved To Or From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change In Text Or Regulation But No Change In Rate Or Charge

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the sheet. 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised sheet 14 cancels the 3rd revised sheet 14.
- C. Paragraph Numbering Sequence - There are six levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 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
- 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.

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Authorized User: A person, firm or corporation, who is authorized by the Customer/Subscriber to utilize the services of the Customer/Subscriber.

Company: Company refers to National Directory Assistance, LLC.

Commission: Commission refers to the Florida Public Service Commission or any succeeding agency.

Customer: The Customer is a person or legal entity which uses or subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

DUC: DUC stands for Designated Underlying Carrier.

End User: End User is the person or legal entity which uses the service provided by the Company.

Initial and Additional Period: The Initial Period denotes the interval of time allowed at the rate specified for a connection between given service points. The Additional Period denotes the interval of time used for measuring and charging time in excess of the Initial Period.

InterLATA: Any call or transmission that originates in one LATA and terminates in a different LATA.

IntraLATA: Any call or transmission that originates in one LATA and terminates within the same LATA.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

LATA: Local Access Transport Area. A geographically defined regulatory boundary established by the Modification of Final Judgement.

LEC: LEC stands for Local Exchange Carrier.

State: "State" refers to the State of **Florida**.

Subscriber: The Subscriber is a person or legal entity which subscribes to or dials the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Switched Access: A method of reaching the Company through the local switched network whereby the End User uses standard business or residential local lines.

Underlying Carrier: "Underlying Carrier" refers to any interexchange carrier that provides long distance services resold by the Company pursuant to this Tariff.

U.S.F.: U.S.F. stands for Universal Service Fund.

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by National Directory Assistance, LLC for telecommunications between points within the State. The Company's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 Company's services are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) of the underlying common carriers.
- 2.1.3 The rates and regulations contained in this tariff apply only to the services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Company.
- 2.1.4 The Subscriber is entitled to limit the use of Company's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Company.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service

2.2.1 Service is offered by the Company subject to the availability of necessary facilities, equipment and/or billing arrangements with the DUC and/or LEC. Necessary facilities and equipment may include but is not limited to facilities or equipment to be provided by Company, connecting carriers, underlying carriers, owners and operators of transmission capacity leased to Company or the LEC.

2.2.2 The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, or when the Customer is using service in violation of the law or in violation of the provisions of this Tariff.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.3 Conditions under which the Company may, without notice, block service without liability include, but are not limited to:

- (A) Insufficient or fraudulent billing information or invalid or unauthorized telephone numbers; or,
- (B) Any order or decision of a court or other governmental authority prohibits the Company from offering such service; or,
- (C) The Company deems blocking necessary to protect the Company or third parties against fraud, or to otherwise protect the Company's personnel, agents, or service; or,
- (D) Customer's or End User's misuse of the DUC's network or the Company's switching equipment; or
- (E) Customer's or End User's use of the DUC's network or the Company's switch for any fraudulent or unlawful purpose; or,
- (F) Emergency, threatened, or actual disruption of service to other Customers; or
- (G) Unauthorized or fraudulent procurement of service, including a misrepresentation of fact relevant to the conditions under which the applicant or Customer may obtain or continue to receive service.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

2.2.4 Conditions under which the Company may, with five (5) working days' written notice, block service without liability include, but are not limited to:

- Customer's use of the service constitutes a violation of either the provisions of this Tariff, or of any laws, or government rules, regulations, or policies; or,
- Non-payment of any sum for telephone services owed the Company.

2.2.5 Initial and continuing service is offered subject to the availability of necessary facilities, billing services, and/or equipment, including those to be provided by the DUC(s), the Company, the CAP(s), or the LEC.

2.2.6 Service is furnished subject to the condition that there will be no abuse or fraudulent use of the service. Abuse or fraudulent use of service includes, but is not limited to:

- (A) Use of service of the Company for a message or messages, anonymous or otherwise, if in a manner reasonably to be expected to frighten, abuse, torment, or harass another; or
- (B) Use of service in such a manner as to interfere unreasonably with the use of service by one or more other Customers; or
- (C) Any calls placed by means of illegal equipment, service, or device.

SECTION 2 - RULES AND REGULATIONS

2.2 Limitations On Service (continued)

- 2.2.7 The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all time, in full force and in effect until modified in writing, signed by the Company and Customer.
- 2.2.8 To control fraud, service may be discontinued by the Company without incurring liability by blocking all traffic or by blocking traffic to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored at Company's option as soon as it can be provided without undue risk and only after accounts have been brought current.
- 2.2.9 The Company reserves the right to change DUCs at any time.
- 2.2.10 The Company reserves the right, without incurring liability, to refuse to provide service to or from any location where the necessary facilities, billing arrangements, and/or equipment are not available.
- 2.2.11 The Customer obtains no property right or interest in any specific type of facility, service, connection, equipment, number process or code. All right, title and interests to such items remain, at all times, solely with the Company.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Paragraphs 2.3.1 through 2.3.9 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 The Company will not be liable for:

- (A) Any act or omission of any other company or companies furnishing a portion of the service or furnishing facilities or equipment associated with such service.
- (B) Damages caused by the fault or negligence or misconduct of the Customer.
- (C) Any failure to provide or maintain service under this Tariff due to circumstances beyond the Company's reasonable control.
- (D) Any direct, indirect, consequential, special, actual, or punitive damages, or for any lost profits of any kind or nature whatsoever arising out of any furnishing of, or interruption in, service provided hereunder, absent a determination of willful misconduct by the Company through judicial or administrative proceedings.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.1 (continued)

- (E) Any special or consequential damages or any lost profits of any kind or nature arising out of the furnishing of or interruption in service contained in this Tariff.
- (F) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. "Use or abuse" includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device.
- (G) Any action, such as blocking or refusal to accept certain calls, that Company deems necessary in order to prevent fraudulent or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

- 2.3.2 Interruptions, delays, errors, or defects caused by or contributed to, directly or indirectly, by act or omission of Customer or its customers, affiliates, agents, contractors, representatives, invitees, licensees, successors, or assignees or which arise from or are caused by the use of facilities or equipment of Customer or related parties, will not result in the imposition of any liability whatsoever upon the Company. In addition, all of the service may be provided over facilities of third parties, and the Company will not be liable to Customer or any other person, firm, or entity in any respect whatsoever arising out of defects caused by such third parties.
- 2.3.3 With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.
- 2.3.4 The Company may rely on CAPS, LECs, DUCs, or other third parties to provide a portion of the Company's service.
- 2.3.5 No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.
- 2.3.6 Under no circumstances whatsoever will the Company or its officers, agents, or employees be liable for indirect, incidental, special or consequential damages.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.7 The Company will not be liable for any failure of performance hereunder due to causes beyond its control including, but not limited to:

- (A) Unavoidable interruption in the working of transmission facilities; or
- (B) Natural disasters such as storms, fire, flood, or other catastrophes; or
- (C) Any law, order, regulation, direction, action or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of such governmental entity, or of any civil or military authority; or
- (D) National emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or
- (E) Notwithstanding anything in this Tariff to the contrary, the unlawful acts of individuals, including acts of the Company's agents and employees if committed beyond the scope of their employment.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.8 The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers or End Users; negligent or defective services to Customers or End Users; equipment, computer, network, or electrical malfunctions or any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

2.3.9 In the event the Company or the DUC learn of possible fraudulent use of any Company services, the Company will make an effort to contact the Customer, but service may be terminated or blocked without notice and without liability to the Company.

SECTION 2 - RULES AND REGULATIONS

2.4 Use of Service

- 2.4.1 The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing of service. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing and regardless of the Company's knowledge of same. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the Company or others.
- 2.4.3 Service furnished by the Company will not be used for any unlawful or fraudulent purposes such as use of electronic devices, invalid numbers, and false credit devices to avoid payment for service contained in this Tariff either in whole or in part. Service furnished by the Company will not be used to make calls which might reasonably be expected to frighten, abuse, torment, or harass another. Nor will service be used for any purpose for which any payment or other compensation is received by the Customer except when the Customer is a communications common carrier, a resale common carrier, or an enhanced or electronic service provider who has subscribed to the Company's service. However, this provision does not preclude an agreement between the Customer, authorized user, or joint user to share the cost of the service as long as this arrangement generates no profit for anyone participating in a joint use or authorized use arrangement.
- 2.4.4 The Company does not transmit messages pursuant to this tariff, but its services may be used for that purpose.

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 The Customer will indemnify, defend, and hold the Company harmless from and against:

- (A) Any claim asserted against the Company (and all attorney fees and expenses incurred by the Company with respect thereto) arising out of or relating to the failure of the Company to provide service to Customers or End Users.
- (B) Any and all liabilities, costs, damages, and expenses (including attorney's fees), resulting (1) from Customer (or its employees's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or prices, or unauthorized or illegal acts of the Customer, its employees, agents, or independent contractor.
- (C) Claims for libel, slander, infringement of patent or copyright, or unauthorized use of any trademark, trade name, or service mark arising out of Customer's material, data, information, or other content transmitted via service.
- (D) Violation by Customer of any other literary, intellectual, artistic, dramatic, or musical right.
- (E) Violations by Customer of the right to privacy.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.1 (continued)

- (F) Any other claims whatsoever relating to or arising from message content or the transmission thereof.
- (G) All other claims arising out of any act or omission of the Customer in connection with service provided by the Company.
- (H) Any loss, claim, demand, suit, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, where such loss, claim, demand, suit, action, or liability is not the direct result of the Company's negligence or willful misconduct.

2.5.2 If a Customer directly or indirectly authorizes third parties to use the service, the Customer will indemnify and hold the Company harmless against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by said parties.

2.5.3 The Customer is responsible for the payment of charges for calls originated at the Customer's telephone numbers.

SECTION 2 - RULES AND REGULATIONS

2.6 Application For Service

An application for Service is not required. Customers are given the opportunity to use the Service after receiving a look up from Directory Assistance. Prior to the completion of the long distance call, an announcement, which includes the Company's name and the per minute charge, will be played. If the Customer hangs up prior to the call being answered, no charge will be assessed.

2.7 Establishment of Credit

The Customer is not required to establish credit.

2.8 Customer Deposits

Customer deposits are not required for services in this tariff.

SECTION 2 - RULES AND REGULATIONS

2.9 Payment For Services

2.9.1 LEC Billing

With LEC billing, the Customer's charges for Service(s) are billed with the Customer's bill for local service. Call detail is included with the bill. The rules and regulations applying to rendering and payment of the bill and late charges are the same as covered in the applicable LEC tariff. The Company will make every effort to post any credit due to the Customer account(s) on the Customer's next LEC bill. However, based on the date of the resolution of a dispute and the date credits must be provided to the LEC, it may be two or more billing cycles before a credit will be issued.

2.9.2 Billing Disputes

Disputes with respect to charges must be received by the Company in writing within sixty (60) days from the date shown as the bill date of the invoice or such invoice will be deemed to be correct and binding on the Customer. Written responses must be sent to the Company's customer service organization as per Paragraph 2.10.

2.9.3 Collections

In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

2.10.1 General

Customer service may be contacted in writing at 12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243. Customers may contact customer service by dialing a toll-free number, 866 632-0411. The toll free number is listed on the bill. Customer service representatives are available 8:00 AM to 5:00 PM eastern time Monday through Friday excluding holidays. After hours and on holidays, the Customer may reach a Company representative by leaving a message.

2.10.2 Billing Inquiries

Billing inquiries must be submitted to the Company in writing. If the Customer is not satisfied with the Company's resolution of a billing inquiry, the Customer may make application to the Commission for review and disposition of the matter.

SECTION 2 - RULES AND REGULATIONS

2.11 Cancellation By Company

The Company may block service to the Customer upon five (5) working days' written notice to the Customer for any condition listed in Paragraph 2.2 providing that the name and address of the Customer is known by the Company. If the Company delivers the notice to the Customer's premises, it will be left in a conspicuous place. When notice is mailed, the notice will be addressed to the Customer's last known address and mailed first class or some type of express over night delivery. The selection of the method of delivering the notice is made by the Company.

The blocking of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

2.12 Timing of Calls

Timing of calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods including hardware answer supervision provided by the DUC and software answer detection. Chargeable time ends when one of the parties disconnects from the call.

SECTION 2 - RULES AND REGULATIONS

2.13 Initial and Additional Period

Calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds.

2.14 Rounding

2.14.1 All calls are billed in the billing increments as set forth in Subsection 2.13 of this tariff. Calls that terminate between increments will be rounded to the next highest increment. For example, a call lasting 35 seconds will be rounded to 36 seconds.

2.14.2 Once the call duration, in billing increments is computed, the appropriate per minute charges, as listed in the rate schedules will be applied to the call. Calls with charges that include a fraction of a cent .5 or greater will be rounded to the next highest cent. For example, a Customer making a call with a computed charge of \$1.434 will be charged \$1.43 and a Customer making a call with a computed charge of \$1.435 will be charged \$1.44.

SECTION 2 - RULES AND REGULATIONS

2.15 Taxes

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, universal service fund assessments, etc.) are listed on the Customer's invoices, and unless otherwise specified herein, are not included in the rates listed in Section 4 of this Tariff.

2.16 Restoration of Services

The use and restoration of services in emergencies will be in accordance with the priority system specified in Part 64, Subpart D of the rules and regulations of the Federal Communications Commission.

2.17 Promotional Offerings

The Company may, from time-to-time, engage in special promotional service offerings designed to attract new Customers or to increase existing Customer's awareness of a particular service offering. These promotional offerings may apply only to certain service arrangements, and may be limited to certain dates, times, and/or locations.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243

SECTION 3 - DESCRIPTION OF SERVICES

3.1 Outbound Services

3.1.1 General

All Services are only available through participating Directory Assistance services.

3.1.2 Non-Primary Interexchange Carrier Service

Non-Primary Interexchange Carrier Service (see Tariff Sheet 29) is Inter-LATA and Intra-LATA toll service available to residential Customers and businesses, except hospitals, payphones, hotels and in-mate only facilities.

1. The Company will offer Non-Primary Interexchange Carrier Service only where technical capability exists to terminate the call.
2. When two directory listings are requested, Automated DACC is available for completing the call to the second listing.
3. Once the caller is provided the desired telephone number, the caller is offered call completion.
4. Prior to the completion of the long distance call, an announcement, which includes the Company's name and the per minute charge, will be played. If the Customer hangs up prior to the call being answered, no charge will be assessed.

SECTION 4 - RATES AND CHARGES

4.1 Outbound Services - Switched Access

4.1.1 Non-Primary Interexchange Carrier Service

Calls are billed in increments of six (6) seconds subject to a minimum connect time (initial period) of eighteen (18) seconds.

The rate is \$0.25 per minute.

Issued: April 18, 2002

Effective:

Thomas F. Speed Jr, President
12700 Shelbyville Rd, Danville Building, Louisville, Kentucky 40243