

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

STACEY A. KLINZMAN

7901 SKANSIE AVENUE,
SUITE 240
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HTTP://WWW.MILLERISAR.COM

Via Overnight Delivery

July 30, 2002

Ms. Blanca Bayo
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

RE: Superior Technologies, Inc. ("Superior") - Application for Authority

Dear Sir/Madam:

020851-TI

Enclosed for filing are an original and four (4) copies of Superior's Application for Authority to provide interexchange telecommunications services within the State of Florida and a check in the amount of \$250.00 in payment of the fee. Superior is a non-facilities based provider of resold long distance telecommunications services proposing to offer a variety of switched and dedicated telecommunications services. Although Superior is requesting authority to provide service under the fictitious names of Superior Spectrum, Inc. and Spectrum LD, Superior has not yet been issued a Department of State certificate for the fictitious name, Spectrum LD. Accordingly, a copy of the Department of State application for the fictitious name Spectrum LD is included as part of Exhibit F, and Superior will forward the actual certificate once it is issued.

Please note that the financial statements attached as Exhibit E are sealed in a manila envelope and labeled "Confidential." Superior respectfully requests that its financials be viewed by Commission staff only, while engaged in their governmental duties, and not be released to the public. To that end, Superior requests the Commission to grant its Motion for Protective Order filed herewith.

Please acknowledge receipt of this filing by date stamping and returning the extra copy of this letter in the self-addressed, postage paid envelope provided for this purpose.

Questions concerning this filing may be directed to me.

Sincerely,
Miller Isar, Inc.


Stacey A. Klinzman
Director - Regulatory Compliance

Enclosures

cc: David A. Puskala, Superior Technologies, Inc.

DOCUMENT NUMBER DATE
08015 JUL 31 8
FPSO-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
Superior Technologies, Inc. d/b/a)
Superior Spectrum, Inc.,)
and d/b/a Spectrum LD) No. _____
Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

APPLICATION FOR AUTHORITY

Superior Technologies, Inc. d/b/a Superior Spectrum, Inc., and d/b/a Spectrum LD (“Applicant”), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida (“Application”) with the Florida Public Service Commission (“Commission”). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched access services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant’s legal name is Superior Technologies, Inc.

3. Applicant will be doing business as Superior Spectrum, Inc., and Spectrum LD. Applicant proposes to provide service under a dual d/b/a of Superior Spectrum, Inc. and Spectrum LD. The d/b/a of Spectrum LD is intended primarily to be used when serving

subscribers who interface with the Applicant through the Internet in order to distinguish Internet-based subscribers from the remainder of Applicant's subscriber base.

4 and 5. Applicant's official mailing address is:

Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's California office.

6. Applicant proposes to provide resold interexchange services, including outbound "1 Plus," inbound toll free, and post paid calling card service. Additionally, Applicant will provide ancillary operated assisted calling services exclusively to subscribers of record. Applicant does not propose to offer alternative operator services to the transient public.

7. Applicant is a privately held company organized under the laws of the State of Michigan on March 8, 1996. Applicant's Articles of Incorporation are submitted as **Exhibit A**.

8 and 9. Not applicable.

10. Applicant's certificate of authority to operate in Florida is filed herewith as **Exhibit B**.

11 Applicant's proof of compliance with fictitious name statute is filed herewith as **Appendix F**.

12-14. Not applicable.

15. Applicant's Federal Employee Identification No. is 38-3284374.

16, 17. Charges for Applicant's services will appear on subscriber invoices prepared by the Applicant. Such invoices will be sent to subscribers in conventional paper bills or, at the subscriber's option, electronically via the Internet.

18. (a) Correspondence and communications concerning the instant Application and

Tariff should be directed to Applicant's regulatory consultant:

Andrew O. Isar
Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335

Telephone: 253.851.6700
Facsimile: 253.851.6474

(b) The official point of contact for ongoing operations of the Applicant is:

David A. Puskala
Vice President and Chief Operating Officer
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Telephone: 906.227.7700
Facsimile: 906.226.0521

(c) Customer complaints/inquiries should be directed to Applicant's customer service manager:

Jacqueline Barry
Customer Service Manager
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Telephone: 1.800.433.6748 or
Facsimile: 906.225.3359

19. (a) Applicant is currently providing interexchange telecommunications services in the State of Michigan.

(b) Applicant will file applications for authority in the States of Illinois, Minnesota, and Ohio.

(c) Applicant is authorized to provide interexchange telecommunications services in the State of Michigan.

(d) - (f) Applicant has not been denied authority to operate as an interexchange

telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(b) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.

21. Applicant proposes initially to provide switched one-plus, toll-free, and calling card service, with statewide flat rates per minute, throughout Florida. Applicant further proposes to provide ancillary operator assisted calling services exclusively to subscribers of record. At a later date, Applicant may amend its tariff to include mileage based, per-minute rate plans.

22. Applicant's proposed tariff is attached hereto as **Exhibit C**.

23. (a) Applicant's senior staff has extensive experience in the telecommunications industry. A summary of Applicant's senior management team appears as **Exhibit D**.

(b) Applicant's technical ability to provide service is entirely dependent on that of its underlying carrier(s).

(c) Applicant's financial statements, copies of which are attached as **Exhibit E**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a non-facilities-based provider of resold intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida. Applicant's current operations are profitable.

Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, higher quality services;
- (b) increased consumer choice in telecommunications services;
- (c) more efficient use of existing telecommunications facilities, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

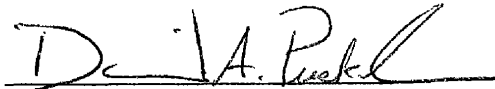
In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

WHEREFORE, Superior Technologies, Inc. d/b/a Superior Spectrum, Inc., and d/b/a Spectrum LD respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of telecommunications services within the State of Florida, and to conduct business as Superior Spectrum, Inc., and Spectrum LD.

(Signature Next Page)

Respectfully submitted this 20th day of July 2002.

Superior Technologies, Inc.
d/b/a Superior Spectrum, Inc., and
Spectrum LD

By: 

David A. Puskala
Vice President and Chief Operating Officer
620 South Lake Street
Marquette, Michigan 49855
Telephone: 906.227.7700

Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474
Applicant's Regulatory Consultants

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
Superior Technologies, Inc. d/b/a)
Superior Spectrum, Inc.,)
and d/b/a Spectrum LD) No. _____
Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A	ARTICLES OF INCORPORATION
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EXHIBIT C	PROPOSED TARIFF
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	FINANCIAL STATEMENTS
APPENDIX A	APPLICANT ACKNOWLEDGEMENT STATEMENT
APPENDIX B	CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
APPENDIX C	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX D	CURRENT FLORIDA INTRASTATE SERVICES
APPENDIX E	AFFIDAVIT
APPENDIX F	PROOF OF COMPLIANCE WITH FICTITIOUS NAME STATUTE

EXHIBIT A
ARTICLES OF INCORPORATION
(Attached)

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

Date Received	
MAR 08 1996	

(FOR BUREAU USE ONLY)

FILED

MAR 08 1996

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

Name Superior Technologies, Inc.		
Address 600 Lakeshore Drive		
City Houghton	State Michigan	Zip Code 49931

EFFECTIVE DATE:

Document will be returned to the name and address you enter above

376-791

ARTICLES OF INCORPORATION
For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Superior Technologies, Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares 45,000

Preferred Shares 15,000

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

See Attachment

ARTICLE IV

1. The address of the registered office is:

600 Lakeshore Drive Houghton, Michigan 49931
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

P. O. Box 130 Houghton, Michigan 49931
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: David A. Puskala

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Michael D. McIntyre	2121 University Park Dr., Okemos, MI 48864

ARTICLE VI (Optional. Delete if not applicable) DELETED

~~When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.~~

ARTICLE VII (Optional. Delete if not applicable) DELETED

~~Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.~~

~~Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented in writing.~~

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Article ~~VIII~~ VI

To the fullest extent authorized by the laws of the State of Michigan, a director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for a breach of the director's fiduciary duty. However, the provision does not eliminate or limit the liability of a director for any of the following, as per Section MCL 450.1209(c):

- (i) A breach of the director's duty of loyalty to the corporation or its shareholders.
- (ii) Acts or omissions not in good faith or that involve intentional misconduct or knowing violation of the law.

- (iii) A violation of MCL 450.1551.
- (iv) A transaction from which the director derived an improper personal benefit.
- (v) An act or omission occurring before the filing of this document.

Article ~~IX~~ VII

The Board of Directors of the Corporation shall have power, without the assent of vote of the Shareholders, to make alter, amend, or repeal the Code of Bylaws of the Corporation. The affirmative vote of a majority of the members of the Board of Directors shall be necessary to make such Code or to effect any alteration, amendment or repeal thereof. All provisions for the regulation of the business and management of the affairs of the Corporation shall be stated in the Bylaws. The Shareholders reserve the right to over-rule or change any actions of the Board of Directors regarding the Bylaws at any regular or special meeting of the Shareholders.

I, ~~(We)~~, the incorporator(s) sign my ~~(our)~~ name(s) this 8th day of March, 19 96.

Michael D. McIntyre
Michael D. McIntyre

Name of person or organization
remitting fees:

Michael D. McIntyre

Preparer's name and business
telephone number:

Michael D. McIntyre

(517) 347-5000

INFORMATION AND INSTRUCTIONS

1. The articles of incorporation cannot be filed until this form, or a comparable document, is submitted.
2. Submit one original of this document. Upon filing, the document will be added to the records of the Corporation and Securities Bureau. The original will be returned to the address appearing in the box on the front as evidence of filing.

Since this document will be maintained on optical disk media, it is important that the filing be legible. Documents with poor black and white contrast, or otherwise illegible, will be rejected.
3. This document is to be used pursuant to the provisions of Act 284, P.A. of 1972, by one or more persons for the purpose of forming a domestic profit corporation.
4. Article I - The corporate name of a domestic profit corporation is required to contain one of the following words or abbreviations: "Corporation", "Company", "Incorporated", "Limited", "Corp.", "Co.", "Inc.", or "Ltd."
5. Article II - State, in general terms, the character of the particular business to be carried on. Under section 202(b) of the Act, it is sufficient to state substantially, alone or with specifically enumerated purposes, that the corporation may engage in any activity within the purposes for which corporations may be formed under the Act. The Act requires, however, that educational corporations state their specific purposes.
6. Article III - Indicate the total number of shares which the corporation has authority to issue. If there is more than one class or series of shares, state the relative rights, preferences and limitations of the shares of each class in Article III(2).
7. Article IV - A post office box may not be designated as the address of the registered office.
8. Article V - The Act requires one or more incorporators. Educational corporations are required to have at least three (3) incorporators. The address(es) should include a street number and name (or other designation), city and state.
9. The duration of the corporation should be stated in the articles only if the duration is not perpetual.
10. This document is effective on the date endorsed "filed" by the Bureau. A later effective date, no more than 90 days after the date of delivery, may be stated as an additional article.
11. The articles must be signed in ink by each incorporator. The names of the incorporators as set out in article V should correspond with the signatures.
12. **FEES:** Make remittance payable to the State of Michigan. Include corporation name on check or money order.

NONREFUNDABLE FEE	\$10.00
ORGANIZATION FEE: first 60,000 authorized shares or portion thereof	\$50.00
TOTAL MINIMUM FEE	\$60.00
ADDITIONAL ORGANIZATION FEE FOR AUTHORIZED SHARES OVER 60,000:	
each additional 20,000 authorized shares or portion thereof	\$30.00
maximum fee for first 10,000,000 authorized shares	\$5,000.00
each additional 20,000 authorized shares or portion thereof in excess of 10,000,000 shares	\$30.00
maximum fee per filing for authorized shares in excess of 10,000,000 shares	\$200,000.00

13. Mail form and fee to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Box 30054
Lansing, MI 48909-7554

The office is located at:

6546 Mercantile Way
Lansing, MI 48910
Telephone: (517) 334-6302

Attachment to Form C & S 500

Articles of Incorporation

Corporation Name: Superior Technologies, Inc.

Article III (Continued)

This Corporation is authorized to issue three (3) classes of shares of stock to be designated "Class A Common," "Class B Common," and "Class A Preferred."

The total number of shares that this Corporation is authorized to issue is sixty thousand (60,000) with no par value for all three (3) classes of stock. The total number of authorized shares shall be divided between the three (3) classes as follows:

Class A Common, 5,000 shares
Class B Common, 40,000 shares
Class A Preferred, 15,000 shares

The Corporation's Board of Directors shall have authority to determine the stated value for such shares and to adopt agreements and policies concerning issuance, transfers and other stock transactions. Shareholders of any class of the Corporation's stock shall not have any preemptive right to acquire unissued shares of any class of stock of the Corporation.

Class A Common: The holders of Class A common shares shall have exclusive voting power, one (1) vote per share, in all matters requiring or presented for a vote of the Corporation's stockholders including election of directors, except as may be pursuant to the provisions of this article. The corporation's Board of Directors may declare, from time to time, dividends on the Class A common stock when the Corporation's financial position allows, at the Board's discretion, and in keeping with all applicable laws and regulations.

In the event of liquidation or dissolution or winding-up, whether voluntary or involuntary, the holders of Class A common stock shall only be entitled to a pro rata allocation per share of any remaining assets of the Corporation after payment of all liabilities of the Corporation and payment in full of all priority claims or other classes of stock as established in these articles.

Attachment to Form C & S 500

Articles of Incorporation

Corporation Name: Superior Technologies, Inc.

Class B Common. Class B common stock shall not be entitled to any voice in the management of the Corporation, or to any voting powers at any stockholders' meetings. The management of the Corporation shall be in the hands of the holders of Class A common stock and Class A preferred stock, and they alone shall be entitled ~~to vote at any meeting of the stockholders of the Corporation.~~ Holders of Class B common shares shall be entitled to receive the same (amount and payment date) dividend per share on their Class B common stock shares as declared and paid on Class A common shares, if and when declared by the Corporation's Board of Directors. The Corporation's Board of Directors shall have the authority, but are not so required, to declare and pay dividends in keeping with all applicable laws on Class B common shares without paying any similar dividends on Class A common shares at the same time.

In the event of any liquidation or dissolution or winding-up, whether voluntary or involuntary, of the Corporation, the holders of Class B common stock shall be entitled to be paid in full both the stated value of their shares and the unpaid dividends accrued thereon, before any amount shall be paid to the holders of Class A common stock, and no more. Such payments to holders of Class B common stock shall not be made until the priority obligations to holders of Class A preferred stock as established in these articles have been made. If, after payments to holders of Class A preferred stock, there are insufficient remaining assets to cover the Corporation's herein-stated obligation to Class B common stockholders, a pro rata allocation per share of the available assets will be made to Class B common stockholders.

Attachment to Form C & S 500

Articles of Incorporation

Corporation Name: Superior Technologies, Inc.

Class A Preferred: The shares of Class A preferred stock may be issued from time to time in one or more series with such relative rights and preferences of the shares of any such series as may be determined by the Board of Directors. The Board of Directors is authorized to fix by resolution or resolutions adopted prior to the issuance of any shares of each particular series of ~~Class A preferred stock, the designations and relative rights and~~ preferences and the qualifications, limitations and restrictions thereof, if any, of such series, including, but without limiting the generality of the foregoing, the following:

- (a) The amounts of and dates of payments of dividends, if any;
- (b) The stated value per share;
- (c) The price at, and the terms and conditions upon which, shares may be redeemed, if subject to redemption;
- (d) The preferences, if any, of the holders of shares of the series upon voluntary or involuntary liquidation, merger, consolidation, distribution or sale of assets, dissolution or winding up of the Corporation;
- (e) Sinking fund, redemption, repurchase provisions or other like provisions, if any, to be provided for shares of the series;
- (f) The terms and conditions upon which shares may be converted into shares of other series or other capital stock, if issued with the privilege of conversion;
- (g) The voting rights;
- (h) The restrictions, if any, for the benefit of such series, on payment of dividends on other shares of stock of the Corporation, including shares of other series of Class A preferred stock; and
- (i) The restrictions, if any, on the issuance of additional shares of stock of the Corporation, including shares of other series of Class A preferred stock.

Attachment to Form C & S 500

Articles of Incorporation

Cumulative Voting

At each election for directors, every shareholder entitled to vote at the election has the right to vote in person or by proxy, the number of shares owned by him for as many people as there are directors to be elected and for whose election he has a right to vote, or to cumulate his votes by giving one candidate as many votes as the number of directors to be elected multiplied by the ~~number of his shares shall equal, or by distributing that number of~~ votes among any number of candidates.

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by SUPERIOR TECHNOLOGIES, INC. doing business in Florida as SUPERIOR SPECTRUM, INC., a Michigan corporation, authorized to transact business within the State of Florida on April 13, 2001 as shown by the records of this office.

The document number of this corporation is F01000002059.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventeenth day of April, 2001



CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

EXHIBIT C

PROPOSED TARIFF

(Attached)

TELECOMMUNICATIONS TARIFF

OF

SUPERIOR TECHNOLOGIES, INC.

d/b/a Superior Spectrum, Inc. and d/b/a Spectrum LD

620 South Lake Street
Marquette, Michigan 49855

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Superior Technologies, Inc. d/b/a Superior Spectrum and d/b/a Spectrum LD within the State of Florida. This Tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 620 South Lake Street, Marquette, Michigan 49855.

Issued: August 1, 2002
Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

CHECK SHEET

Sheets 1 through 34 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: August 1, 2002
Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

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Issued: August 1, 2002
Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

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Issued: August 1, 2002

Effective Date:

Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

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Issued: August 1, 2002
Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

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Issued: August 1, 2002

Issued By:

David A. Puskala
Superior Technologies, Inc.
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EXPLANATION OF SYMBOLS

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text** or **regulation** but no change to rate or charge

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TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, 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. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the 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 if a particular sheet is the most current on file with the Commission.

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate telecommunications services by Superior Technologies, Inc. d/b/a Superior Spectrum, Inc. and d/b/a Spectrum LD between various locations within the State of Florida.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Commission:

Florida Public Service Commission

Company:

Superior Technologies, Inc., ("Superior Technologies"), d/b/a Superior Spectrum, Inc. and d/b/a Spectrum LD

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber:

See "Customer" definition.

"800" or "Toll Free" Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX, 866-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications services to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.2. LIMITATIONS OF SERVICE, Continued

- 2.2.2. Company reserves the right to disconnect service, with proper notice if necessary, without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company 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 of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; 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 or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

2.5. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.6. INTERRUPTION OF SERVICE

2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTION OF SERVICE, Continued

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours.

2.6.3. The subscriber shall be credited for an interruption of twenty-four (24) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula: $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

2.7. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

2.8. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

2.9. PAYMENTS AND BILLING

2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. The Company will bill Customers directly. Customers may choose between the following billing methods: electronic, paper and computer disk (\$15.00 fee for computer disk, CD). Bills are payable upon receipt. Bills not paid within twenty-one (21) days after the date of posting are subject to 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law. The Company will accept payment via cash, check or credit-debit account. Customers whose bills are sent to a collection agency for payment may be subject to additional fees imposed by the collection agency, as permitted by Florida law.
- 2.9.4. A charge of \$35.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.433.6748 or 906.227.7700. Customer service representatives are available from 8:00 AM to 5:00 PM Eastern Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.6. Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100
Toll free number: 800.342.3552

2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by subscribing to another presubscribed carrier.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY CUSTOMER, Continued

- 2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

2.11. CANCELLATION BY COMPANY

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
 - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
 - C. For unauthorized or fraudulent use.

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SECTION 2 - RULES AND REGULATIONS, Continued

- 2.11.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:
- A. For violation of Company's filed tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's Tariff; or
 - C. For Customer's breach of the contract for service with Company.
- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.12. INTERCONNECTION

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. INTERCONNECTION, Continued

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.13. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advanced payments.

2.14. CREDIT LIMIT

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

2.15. TAXES

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.16. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services, unless otherwise specified in this tariff, is eighteen (18) seconds with six (6) minute billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. COMPANY TELECOMMUNICATIONS SERVICES

- 3.3.1. Company provides switched access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.3.2. Company offers two rate plans. Customers who subscribe to Company's service automatically qualify for the Company's Basic Plan. Customers who elect to subscribe to Company's Service electronically via the Internet qualify for the Company's Custom Internet Plan. Unless otherwise specified, Service rates are flat, per minute rates and do not vary in accordance with distance and time of day.
- 3.3.3. Company's "One Plus" service is a switched access service offering users outbound "1 plus" long distance telecommunications services.
- 3.3.4. Company's Toll Free Service is a switched access service offering users inbound, toll free long distance telecommunications services. This service enables a caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.3.5. Company's Calling Card Service permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.
- 3.3.6. Company also offers ancillary services including directory assistance, and operator assisted calling services, exclusively to customers of record.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

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SECTION 4 - RATES

4.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

4.1.1. Basic Plan - Commercial

4.1.1.1 One Plus Service

Rate, Per Minute \$0.1490

4.1.1.2. Toll Free Service

Rate, Per Minute \$0.1490
Recurring fee, per line, per month \$2.5000

4.1.2. Basic Plan – Residential

4.1.2.1 One Plus Service

Rate, Per Minute \$0.1490

4.1.2.2. Toll Free Service

Rate, Per Minute \$0.1490
Recurring fee, per line, per month \$2.5000

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.3. Custom Internet Plan – Commercial

4.1.3.1. One Plus Service

Rate, Per Minute \$0.0900

4.1.3.2. Toll Free Service

Rate, Per Minute \$0.0900

Recurring fee, per line, per month \$2.5000

4.1.3.3. Monthly Service Fee

Monthly Service Fee, per account \$3.9500

The Monthly Service Fee is waived for Customers who elect to receive an electronic bill via the Internet and an automatic payment option via credit or debit card.

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.4. Custom Internet Plan – Residential

4.1.4.1. One Plus Service

Rate, Per Minute \$0.0900

4.1.4.2. Toll Free Service

Rate, Per Minute \$0.0900

Recurring fee, per line, per month \$2.5000

4.1.4.3. Monthly Service Fee

Monthly Service Fee, per account \$3.95

The Monthly Service Fee is waived for Customers who elect to receive an electronic bill via the Internet and an automatic payment option via credit or debit card.

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.5. Calling Card Service

Company offers a calling card service to Customers. Calling card charges are billed in sixty (60) second increments with a sixty (60) second minimum per call.

<u>Call Duration</u>	<u>Rate</u>
Initial 60 Seconds	\$0.1500
Additional 60 Seconds	\$0.1500

4.1.6. Directory Assistance

Company provides Directory Assistance as an ancillary service exclusively to Customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”.

Directory Assistance, per call	\$0:7500
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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.7. Operator Assisted Calling Service

Company provides operator assisted calling functions exclusively to Customers of record, enabling Customers to place calls utilizing alternative billing options. The following surcharges apply in addition to applicable Company per minute charges

Third Number Billing provides the Customer with the capability to charge a call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

Third Number Billing, surcharge per call \$1.5000

Collect Calling provides the Customer with the capability to charge a call to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

Collect Calling, surcharge per call \$1.5000

Person to Person provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station and person specified by the caller. The call may be billed to the called party.

Person to Person, surcharge per call \$1.5000

Station to Station provides the Customer with the capability to place calls completed with the assistance of an operator to a particular station. The call may be billed to the called party.

Station to Station, surcharge per call \$1.5000

General Assistance provides the Customer with the option to request general information from the operator, such as dialing instructions, county or city codes, area code information and Company Customer Service 800 telephone numbers, but does not request the operator to complete the call.

General Assistance No Charge

Issued:

Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

SECTION 4 – RATES, Continued

4.2. MISCELLANEOUS FEES AND SURCHARGES

4.2.1. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

4.2.2. Returned Check Charge

The following charges, pursuant to Chapter 832 F.S., will be assessed on checks or drafts presented for payment of service that are not accepted by the institution on which they are written:

<u>Amount of Check</u>	<u>Returned Check Charge</u>
Up to \$50.00	\$25.00
\$50.01-\$300.00	\$30.00
\$300.01+	\$40.00 or 5% of the check, whichever is greater.

4.2.3. Pay Telephone Access Surcharge

Customers or callers who place non-coin-sent calls from pay telephones utilizing Company's calling card or which terminate on toll free numbers served by the Company will be assessed a pay phone telephone access surcharge.

Pay Telephone Access Surcharge, per call \$0.4000

4.2.4. Primary Interexchange Carrier Charges

Multi-line commercial subscribers are assessed a primary interexchange carrier surcharge, in accordance with 47 CFR §69.153. Primary interexchange carrier surcharges are assessed in addition to other applicable rates and charges.

Primary Interexchange Carrier Charges, per non-Centrex line, per month \$2.2500
Primary Interexchange Carrier Charges, per Centrex line, per month \$0.4500

Issued: August 1, 2002
Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

SECTION 4 – RATES, Continued

4.2. MISCELLANEOUS FEES AND SURCHARGES, Continued

4.2.5. Computer Disk Billing Fee, per month \$15.00

4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

Issued: August 1, 2002
Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

SECTION 4 – RATES, Continued

4.4. SPECIAL RATES FOR THE HANDICAPPED

4.4.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.4.2. Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.4.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the calls shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

Issued: August 1, 2002
Issued By:

David A. Puskala
Superior Technologies, Inc.
620 South Lake Street
Marquette, Michigan 49855

Effective Date:

EXHIBIT D

SENIOR MANAGEMENT EXPERIENCE

Superior Technologies, Inc.'s senior management team is comprised of business professionals who bring a wealth of business and industry experience, and the ability to ensure Superior Technologies, Inc.'s ongoing market success.

A. William Stark, President of Superior Technologies, concurrently serves as general manager of Baraga Telephone Company, Inc., an independent incumbent local exchange carrier serving the upper Michigan Peninsula. Mr. Stark has served in his current position since 1980. He holds a Bachelor of Science in Electrical Engineering from Michigan Technological University, Houghton, Michigan.

James P. Brogan, Vice President, concurrently serves as Director, Strategic Planning with Hiawatha Telephone Company, where he maintains responsibility for corporate planning and subsidiary operating company operations. Over the span of nearly 20 years, Mr. Brogan has maintained a variety of plant and senior operations positions for incumbent local exchange carriers including the Ontonagon County Telephone Company, Midway Telephone Company, and Hiawatha Telephone Company. He has served on the Industry Standards, Regulatory Affairs and Events Committees of the Telecommunications Association of Michigan (TAM). Mr. Brogan currently serves on the Board of Directors, the TELEPAC committee, and is Chairman of the State Universal Service committee of TAM.

Phil Mikulsky, Corporate Secretary and Treasurer, concurrently serves as Senior Vice President, Development – WPS Resources Corporation, having overall responsibility for non-regulated entities under WPSR Holding Company, WPS-Energy Services, Inc., WPS-Power Development, Inc., and Penvest. Mr. Mikulsky is licensed as a professional engineer in Wisconsin, and is a senior member of the IEEE. He holds a Bachelor of Science in Electrical Engineering from the University of Wisconsin.

David A. Puskala, Vice President and Chief Operating Officer, maintains responsibility for all aspects of Superior Technologies, Inc.'s operations. Mr. Puskala has maintained primary leadership responsibility for achieving company growth and profitability. Prior to joining Superior Technologies, Inc., Mr. Puskala held positions of increasing responsibility for the Upper Peninsula Power Company, including business development. Mr. Puskala formerly held engineering positions with Wisconsin Power & Light Company. He holds a Bachelor of Science in Electrical Engineering, *cum laude*, from the Michigan Technological University, Houghton, Michigan.

EXHIBIT E

FINANCIAL STATEMENTS

(Attached)

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

VERIFICATION OF FINANCIAL STATEMENTS

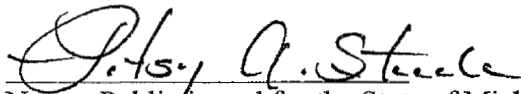
STATE OF MICHIGAN)
)
COUNTY OF MARQUETTE) ss.

I, David A. Puskala, being first duly sworn and deposed, state that I am Vice President and Chief Operating Officer of Superior Technologies, Inc. d/b/a Superior Spectrum, Inc. and Spectrum LD, Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.



David A. Puskala

Subscribed and sworn to before me this 22nd day of July 2002.



Notary Public in and for the State of Michigan,

residing at: 387 M-553
Marquette, MI 49855

My Commission Expires: 03/11/07

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
of Superior Technologies, Inc. d/b/a)
Superior Spectrum, Inc.,)
and d/b/a Spectrum LD) No. _____
Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

MOTION FOR PROTECTIVE ORDER

Superior Technologies, Inc. d/b/a Superior Spectrum, Inc., and d/b/a Spectrum LD (“Superior”), pursuant to Rule 25-22.006(5)(a) of the Florida Administrative Code hereby moves for a Protective Order from the Florida Public Service Commission. This Motion pertains to confidential financial statements (hereinafter, “Proprietary Documents”) submitted with Superior’s Application for Original Authority to Provide Interexchange Telecommunications Services in the above-referenced proceeding.

In support of its motion, Applicant states as follows:

JUSTIFICATION

The material contained within the Proprietary Documents comprise highly confidential financial information that would be of significant benefit to competitors. By reviewing Applicant’s financial information, competitors could determine the extent of Applicant’s operations, and use this information to Superior’s disadvantage.

The information contained within the Proprietary Documents is of no benefit to the general public. Release of the information contained within the Proprietary Documents to competitors or potential competitors could cause irreparable and continuing financial and operational harm to Superior. The protection sought herein is consistent with relief granted to other applicants under similar circumstances in past proceedings.

CONCLUSION

WHEREFORE, Superior respectfully submits that there is substantial basis for restricting public disclosure of its financial statements, and therefore, requests that the Proprietary Documents be withheld from public inspection.

Respectfully submitted this 22nd day of July 2002.

Superior Technologies, Inc.
d/b/a Superior Spectrum, Inc., and
Spectrum LD

By:



David A. Puskala
Vice President and Chief Operating Officer
620 South Lake Street
Marquette, Michigan 49855
Telephone: 906.227.7700

Miller Isar, Inc.
7901 Skansie Avenue, Suite 240
Gig Harbor, Washington 98335

Telephone: 253.851.6700
Facsimile: 253.851.6474

Applicant's Regulatory Consultants

APPENDIX A

APPLICANT ACKNOWLEDGEMENT STATEMENT
(Attached)

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 of \$50.00 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.

Respectfully submitted this 22nd day of July 2002.

Superior Technologies, Inc.
d/b/a Superior Spectrum, Inc., and
Spectrum LD

By:



David A. Puskala
Vice President and Chief Operating Officer
620 South Lake Street
Marquette, Michigan 49855
Telephone: 906.227.7700

APPENDIX B

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

Not applicable.

APPENDIX C

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 22nd day of July 2002.

Superior Technologies, Inc.
d/b/a Superior Spectrum, Inc., and
Spectrum LD

By: 

David A. Puskala
Vice President and Chief Operating Officer
620 South Lake Street
Marquette, Michigan 49855
Telephone: 906.227.7700

APPENDIX D

CURRENT FLORIDA INTRASTATE SERVICES

(Attached)

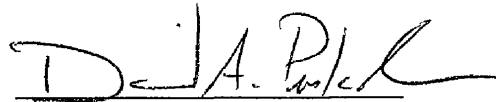
CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 12th day of July 2002.

Superior Technologies, Inc.
d/b/a Superior Spectrum, Inc., and
Spectrum LD

By:



David A. Puskala
Vice President and Chief Operating Officer
620 South Lake Street
Marquette, Michigan 49855
Telephone: 906.227.7700

APPENDIX E

AFFIDAVIT
(Attached)

AFFIDAVIT

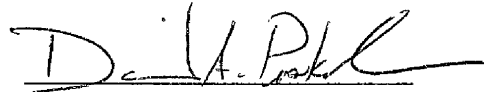
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the Applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. 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."

Respectfully submitted this 22nd day of July 2002.

Superior Technologies, Inc.
d/b/a Superior Spectrum, Inc., and
Spectrum LD

By:



David A. Puskala
Vice President and Chief Operating Officer
620 South Lake Street
Marquette, Michigan 49855
Telephone: 906.227.7700

APPENDIX F

PROOF OF COMPLIANCE WITH FICTITIOUS NAME STATUTE
(Attached)

State of Florida

The seal of the State of Florida, featuring a central figure holding a scale, surrounded by a landscape with palm trees and a ship. The motto "IN GOD WE TRUST" is inscribed on a banner at the bottom.

Department of State

I certify the attached is a true and correct copy of the application by SUPERIOR TECHNOLOGIES, INC. doing business in Florida as SUPERIOR SPECTRUM, INC., a Michigan corporation, authorized to transact business within the State of Florida on April 13, 2001 as shown by the records of this office.

The document number of this corporation is F01000002059.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Seventeenth day of April, 2001

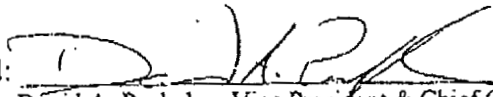


CR2EO22 (1-99)

Katherine Harris

Katherine Harris
Secretary of State

The Board of Directors of Superior Technologies, Inc. formally adopts Superior Spectrum, Inc. to be used as its fictitious name in the state of Florida for all business to be transacted within the state.

Signed: 
David A. Puskala - Vice President & Chief Operating Officer

Date: 4/6/2001

FILED
01 APR 13 PM 2 05
STATE OF FLORIDA
TALLAHASSEE

