

**Lance J.M. Steinhart, P.C.**  
Attorney At Law  
1720 Windward Concourse  
Suite 250  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208

January 29, 2003

**VIA OVERNIGHT DELIVERY**

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

030107-77

Re: Total Call International, Inc.

To Whom It May Concern:

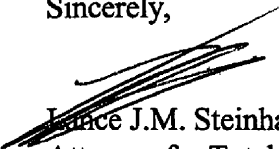
Enclosed please find one original and six (6) copies of Total Call International, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and six (6) copies of Total Call International, Inc.'s proposed tariff.

I also have enclosed a check in the amount of \$250.00 payable to the Florida Public Service Commission to cover the cost of filing these documents.

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely,

  
Lance J.M. Steinhart, Esq.  
Attorney for Total Call International, Inc.

Enclosures  
cc: Mark Leafstedt

DOCUMENT NUMBER-DATE

00971 JAN 30 8

FPSC-COMMISSION CLERK

11320

**TOTAL CALL INTERNATIONAL, INC.**

**OPERATING ACCOUNT**  
707 WILSHIRE BLVD., 9TH FLOOR  
LOS ANGELES, CA 90017

**BANK OF AMERICA**  
LOS ANGELES MAIN BRANCH 0800 (213) 312-9000  
525 SOUTH FLOWER STREET  
LOS ANGELES, CA 90071  
16-66-1220

1/28/2003

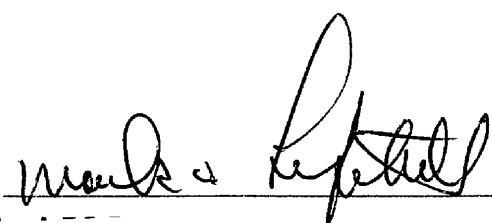
PAY TO THE ORDER OF Florida Public Service Commission

\$ \*\*250.00

Two Hundred Fifty and 00/100\*\*\*\*\*DOLLARS

Florida Public Service Commission

MEMO  
Folrida Recertification



**TOTAL CALL INTERNATIONAL, INC. OPERATING ACCOUNT**

Florida Public Service Commission

1/28/2003

11320

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
01/28/2003	Bill		250.00	250.00		250.00
				Check Amount		250.00

BOA-Operating Folrida Recertification 250.00

**TOTAL CALL INTERNATIONAL, INC. OPERATING ACCOUNT**

Florida Public Service Commission

1/28/2003

11320

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
01/28/2003	Bill		250.00	250.00		250.00
				Check Amount		250.00

APPROVED  
BY \_\_\_\_\_  
DATE \_\_\_\_\_

BOA-Operating Folrida Recertification 250.00

Security Features Included. Details on back

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

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

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

---

Instructions

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

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

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

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

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

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

2. Name of company:

Total Call International, Inc.

---

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

---

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

707 Wilshire Blvd. 9th Floor

---

Los Angeles CA 90017

---

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.
- (x) **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.
- (x) **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         |
| ( x ) Foreign Corporation | ( ) Foreign Partnership |
| ( ) General Partnership   | ( ) Limited Partnership |
| ( ) Other _____           |                         |

8. **If individual**, provide:

Name: Not Applicable  
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:**  
F00000000496

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

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 **F.E.I. Number** (if applicable): 33-0858351

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 receive the bills for your service?

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input checked="" type="checkbox"/> Business Customers    |
| <input type="checkbox"/> PATs providers                   | <input type="checkbox"/> PATs station end-users           |
| <input type="checkbox"/> Hotels & motels                  | <input type="checkbox"/> Hotel & motel guests             |
| <input type="checkbox"/> Universities                     | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify) _____           |   |

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

(a) The application:

**Name:** Lance J.M. Steinhart \_\_\_\_\_

**Title:** Regulatory Counsel \_\_\_\_\_

**Address:** 1720 Windward Concourse, Suite 250 \_\_\_\_\_

**City/State/Zip:** Alpharetta, Georgia 30005 \_\_\_\_\_

**Telephone No.:** (770) 232-9200 \_\_\_\_\_ **Fax No.:** (770) 232-9208 \_\_\_\_\_

**Internet E-Mail Address:** lsteinhart@telecomcounsel.com \_\_\_\_\_

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



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

**Name:** Mark Leafstedt

**Title:** President

**Address:** 707 Wilshire Blvd. 9th Floor

**City/State/Zip:** Los Angeles CA 90017

**Telephone No.:** (213) 239-0910 **Fax No.:** (213) 437-0410

**Internet E-Mail Address:** markl@totalcallusa.com

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

(c) Complaints/Inquiries from customers:

**Name:** Roy Robinson

**Title:** Customer Service Manager

**Address:** 707 Wilshire Blvd. 9th Floor

**City/State/Zip:** Los Angeles CA 90017

**Telephone No.:** (213) 239-0910 **Fax No.:** (213) 437-0410

**Internet E-Mail Address:** royr@totalcallusa.com

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

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

All states except Alaska, Nebraska, Nevada and Tennessee

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

None

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

same as (a)

---

---

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

Florida, revoked for RAF noncompliance to Docket  
No. 011058-TI

---

---

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

See (d) above

---

---

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

None

---

---

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

(a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No

---

---

---

---

(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.

No

---

---

---

21. The applicant will provide the following interexchange carrier services  $\sqrt{\quad}$  (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

1. **Services included are:**

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

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

23. Submit the following:

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

See Attached

**B. 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 will use the network services of its underlying carrier to provide services to customers in the State of Florida.

**C. 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.

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**APPLICANT ACKNOWLEDGMENT STATEMENT**

- 1. REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- 2. GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- 3. SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

Mark Leafstedt

**Print Name**

President

**Title**

(213) 239-0910

**Telephone No.**

**Fax No.**

**Address:**

707 Wilshire Blvd

9th Floor

Los Angeles

CA

90017

*Mark Leafstedt* **SIGN HERE**

**Signature**

*4/20/03*

**Date**

(213) 239-0920

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

- (  ) 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:**

Mark Leafstedt

**Print Name**

President

**Title**

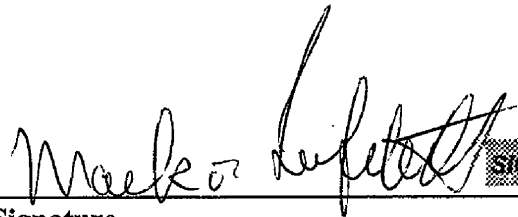
(213) 239-0910

**Telephone No.**

**Address:**

707 Wilshire Blvd

Los Angeles



**Signature**

4/28/03

**Date**

(213) 239-0920

**Fax No.**

9th Floor

CA

90017

SIGN HERE



**THIS PAGE MUST BE COMPLETED AND SIGNED**

**AFFIDAVIT**

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the 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:**

Mark Leafstedt

**Print Name**

President

**Title**

(213) 239-0910

**Telephone No.**

**Address:**

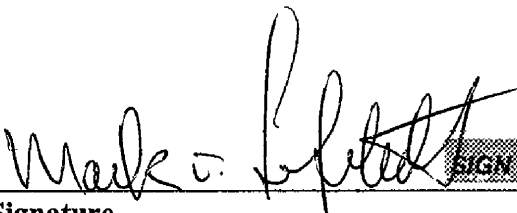
707 Wilshire Blvd

Los Angeles

9th Floor

CA

90017

  
SIGN HERE

**Signature**

1/28/03

**Date**

(213) 239-0920

**Fax No.**

**CURRENT FLORIDA INTRASTATE SERVICES**

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

If the answer is has, fully describe the following:

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

---

---

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

---

---

**UTILITY OFFICIAL:**

Mark Leafstedt

**Print Name**

President

**Title**

(213) 239-0910

**Telephone No.**

**Address:**

707 Wilshire Blvd

Los Angeles

*Mark C. Leafstedt*  
**Signature**

**Date**

(213) 239-0920

**Fax No.**

9th Floor

CA

90017

SIGN HERE

**CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT**

FL IXC App

FORM PSC/CMU 31 (12/96)

Required by Commission Rule Nos. 25.24-470,  
25-24.471, and 25-24.473, 25-24.480(2).

## **LIST OF ATTACHMENTS**

**PROPOSED TARIFF**

**FINANCIAL INFORMATION**

**MANAGEMENT INFORMATION**

**STATEMENT OF FINANCIAL CAPABILITY**

**PROPOSED TARIFF**

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Total Call International, Inc. ("Total Call"), with principal offices at 707 Wilshire Blvd., 9<sup>th</sup> Floor, Los Angeles, California 90017. This tariff applies for telecommunications 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: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

---

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom right-hand side of this sheet.

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

\* Original or Revised Sheet Included in the most recent tariff filing

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

TABLE OF CONTENTS

	Page
Title Sheet.....	1
Check Sheet.....	2
Table of Contents.....	3
Symbols.....	4
Tariff Format.....	5
Section 1 - Technical Terms and Abbreviations.....	6
Section 2 - Rules and Regulations.....	8
Section 3 - Description of Service.....	20
Section 4 - Rates.....	27

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

**SYMBOLS**

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

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

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017



TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1
- 2.1.1
- 2.1.1.A
- 2.1.1.A.1
- 2.1.1.A.1.(a)
- 2.1.1.A.1.(a).I
- 2.1.1.A.1.(a).I.(i)
- 2.1.1.A.1.(a).I.(i).(1)

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

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

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

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Total Call - Used throughout this tariff to mean Total Call International, Inc., a California Corporation.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

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

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

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

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

---

**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

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

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

---

**Issued: January 30, 2003****Effective:****By:****Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017**

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

**2.2 Use and Limitations of Services**

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

**2.3 Liability of the Company**

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

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

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

---

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure

---

**Issued: January 30, 2003****Effective:****By:****Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017**



**Section 2.4.6 Continued**

personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

---

**Issued: January 30, 2003****Effective:****By:****Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017**

**2.5 Cancellation or Interruption of Services**

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
  - 2.5.1.B For violation of any of the provisions of this tariff,
  - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
  - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.
- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

**2.6 Credit Allowance - Interruption of Service**

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.
- 2.6.3 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly service charges for each hour or major fraction thereof that the interruption continues.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" - outage time in hours

"B" - monthly charge for affected activity

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

**2.7 Deposit**

The Company does not require deposits.

**2.8 Advance Payments**

The Company requires advance payments for recurring and non-recurring charges. This will be applied against the next month's charges, and if necessary, a new advance payment will be collected for the next month.

**2.9 Payment and Billing**

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

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

#### **2.10 Collection Costs**

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

#### **2.11 Taxes**

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

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

**2.12 Late Charge**

A late fee will be charged on any past due balances as set forth in Section 4.10 of this tariff.

**2.13 Returned Check Charge**

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

**2.14 Location of Service**

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

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

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

**2.16 Reconnection Charge**

A reconnection fee per occurrence as set forth in Section 4.12 of this tariff, will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

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

3.1.2 Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula:

$$\sqrt{\frac{(V1-V2)^2 + (H1-H2)^2}{10}}$$

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017



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

3.1.4 The Company will not bill for uncompleted calls.

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

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

707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017  
(800) 330-6895

---

**Issued: January 30, 2003**

**Effective:**

**By:**

**Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017**

**3.2 Continued**

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

**3.3 Level of Service**

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

**3.4 Billing Entity Conditions**

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

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

---

**3.5 Service Offerings****3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

**3.5.2 Travel Cards**

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

**3.5.3 Toll-Free Service**

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

---

**Issued: January 30, 2003****Effective:****By:****Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017**

---

**3.5.4 Company Prepaid Calling Cards**

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

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

When the balance is depleted, the Customer can either call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call.

---

**Issued: January 30, 2003****Effective:****By:****Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017**

---

**Section 3.5.4 Continued**

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

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

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

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

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

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

---

**Issued: January 30, 2003****By:****Effective:****Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017**

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + (area code) + 555-1212. When more than one number is requested in a single call, a charge will be applicable for each number requested, whether or not the number is listed or published.

3.5.6 Emergency Call Handling Procedures

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

3.5.7 Promotional Offerings

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

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

**SECTION 4 - RATES**

**4.1 1+ & 101XXXX Dialing**

\$0.15 per minute

A \$4.95 per month per number service charge applies.  
Billed in one minute increments

**4.2 Travel Cards**

\$.199 per minute

A \$.25 per call service charge applies.  
Billed in one minute increments

**4.3 Toll Free Service**

\$0.15 per minute

A \$10.00 per month per number service charge applies.

Billed in one minute increments

**4.4 Prepaid Calling Cards**

\$.499 Per Telecom Unit

\$1.00 per call charge

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

**4.5 Directory Assistance**

\$.95 per each number requested

**4.6 Returned Check Charge**

\$25.00

**4.7 Rate Periods and Billing Increments**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017



**4.8 Rates Applicable for Hearing/Speech Impaired Persons**

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

**4.9 Employee Concessions**

The Company does not offer employee concessions.

**4.10 Late Charge**

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

**4.11 Payphone Dial Around Surcharge**

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

**4.12 Reconnection Charge**

\$25.00

---

Issued: January 30, 2003

Effective:

By:

Mark Leafstedt, President  
707 Wilshire Blvd., 9<sup>th</sup> Floor  
Los Angeles, California 90017

## FINANCIAL INFORMATION

**TCI Total Call International, Inc.**  
**Balance Sheet**  
 As of December 31, 2002

*Unaudited*

Dec 31, 02

**ASSETS**

**Current Assets**

**Checking/Savings**

1003 · Cathay Bank-Operating	4,868.09
1004 · Cathay-Payroll	3,280.58
1005 · BOA-Operating	185,901.20
1011 · Cathay-Commission	1,500.64
1015 · East West Bank	256.01
1016 · BOA-Savings	10,578.93
1017 · BOA-ISP	877.34
1020 · Petty Cash	-87.44
1021 · US Bank-General A/C	187,483.22
1022 · US Bank-Lockbox A/C	83,406.04
1023 · US Bank-Payroll A/C	103,479.63
1024 · US Bank-Operating A/C	-40,604.62
1030 · US Bank-Money Market	12,646.45

**Total Checking/Savings** 553,586.07

**Accounts Receivable**

1200 · Accounts Receivable	
1202 · A/R Prepaid	3,505,137.59

**Total 1200 · Accounts Receivable** 3,505,137.59

1201 · A/R One Plus	
1203 · One Plus	1,581,795.66
1220 · Allowance for Bad Debt-One Plus	-423,234.41

**Total 1201 · A/R One Plus** 1,158,561.25

**Total Accounts Receivable** 4,663,698.84

**Other Current Assets**

1130 · Deposits	
1131 · Deposit	57,926.31
1132 · Deposit-Carrier	237,432.43

**Total 1130 · Deposits** 295,358.74

1140 · Prepaid Carrier	
1146 · Prepaid Carrier Bills	50,000.00

**Total 1140 · Prepaid Carrier** 50,000.00

1150 · Prepaid Expenses	111,683.32
1208 · Deferred Tax Asset	196,901.00
1215 · Due from Monster Call	40,423.89
1280 · Due from Cyberlight Trustee	5,936.89

**Total Other Current Assets** 700,303.84

**Total Current Assets** 5,917,588.75

**Fixed Assets**

1290 · Leasehold Improvements	43,168.30
1300 · Fixed Asset	

1301 · Office Furniture	35,997.00
1302 · Computer Equipment	304,837.08
1303 · Office Equipment	38,381.15
1304 · Switching Equipment	1,406,200.89
1305 · Software-NACT	584,292.16
1306 · Software-IDI	279,569.00

**Total 1300 · Fixed Asset** 2,649,277.28

1310 · Acc. Depreciation Fixed Asset	-377,040.39
1311 · Acc. Amortization-Software	-415,802.30

**Total Fixed Assets** 1,899,602.89

**Other Assets**

1180 · State License	62,005.00
1190 · State License-Amortization	-21,174.00

5:07 PM  
01/28/03  
Accrual Basis

TCI Total Call International, Inc.  
**Balance Sheet**  
As of December 31, 2002

	<u>Dec 31, 02</u>
1195 · Invest in Subsidiary-Clearcom	368,446.93
1196 · Investment in Subsidiary	5,000.00
<b>Total Other Assets</b>	<u>414,277.93</u>
<b>TOTAL ASSETS</b>	<u><b>8,231,469.57</b></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
2000 · Accounts Payable	297,320.28
2001 · A/P-Carrier	4,142,155.20
<b>Total Accounts Payable</b>	<u>4,439,475.48</u>
<b>Other Current Liabilities</b>	
2008 · Accrued Agency Commission	123,000.00
2009 · Accrued Carrier Cost	357,270.49
2100 · Deferred Revenue	6,539,623.85
2201 · Accrued Payroll	93,251.24
2202 · Accrued Vacation	65,994.57
2203 · Accrued Payroll Tax	41,512.61
2253 · Use Tax Payable	3,580.70
2300 · Telecom Tax Payable	
2302 · Federal Tax	479,943.82
2305 · State Tax	52,022.28
<b>Total 2300 · Telecom Tax Payable</b>	<u>531,966.10</u>
<b>Total Other Current Liabilities</b>	<u>7,756,199.56</u>
<b>Total Current Liabilities</b>	12,195,675.04
<b>Long Term Liabilities</b>	
2502 · NACTSwitch	34,502.90
2504 · IDI-Software	45,644.83
2510 · Due Larry Huang-Treasury Stock	95,000.00
<b>Total Long Term Liabilities</b>	<u>175,147.73</u>
<b>Total Liabilities</b>	12,370,822.77
<b>Equity</b>	
1110 · Retained Earnings	-1,576,950.49
3100 · Common stock	15,000.00
3200 · Treasury Stock	-200,000.00
Net Income	-2,377,402.71
<b>Total Equity</b>	<u>-4,139,353.20</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><b>8,231,469.57</b></u>

**TCI Total Call International, Inc.**  
**Profit & Loss**  
 December 2002

*unaudited*

	<u>Dec 02</u>
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
4000 · Ani-Pins Sales	
4004 · One Plus	802,486.97
<b>Total 4000 · Ani-Pins Sales</b>	<u>802,486.97</u>
4001 · Prepaid Phone Cards	5,243,994.41
4030 · Wholesale	43,417.75
<b>Total Income</b>	<u>6,089,899.13</u>
<b>Cost of Goods Sold</b>	
5001 · Carrier Cost	65,804.33
5002 · Carrier Cost-One Plus	296,726.45
5004 · Card Printing	40,814.50
5007 · Carrier Cost-TCast	87,384.35
5009 · Carrier Cost-Qwest	635,449.06
5015 · Carrier Cost-E-O	64,761.41
5017 · Carrier Cost-Access	770,381.15
5018 · Carrier Cost-ABS-CBN	133,570.00
5019 · Carrier Cost-Qnlty Networks	451,473.78
5024 · Carrier Cost-Keywest	1,413,262.63
5029 · Billing	31,110.90
5030 · Freight-Fed-x	3,236.36
5133 · Carrier Cost-Sprint	615,577.60
5134 · Carrier Cost-Encore	44,621.25
5135 · Carrier Cost-Eagle Bell	25,177.95
5136 · Carrier Cost-CNM Networks	69,466.77
5139 · Carrier Cost-JRTelecom	57.00
5141 · Carrier Cost-CM Tel	143,479.92
5142 · Carrier Cost-Global Crossing	454.05
5144 · Carrier Cost-innocom	9,178.72
5145 · Carrier Cost-Hicent	35,996.51
5146 · Carrier Cost-US Direct Comm	128,861.20
<b>Total COGS</b>	<u>5,066,845.89</u>
<b>Gross Profit</b>	1,023,053.24
<b>Expense</b>	
6000 · Sales & Marketing Expense	
6001 · Advertising	13,646.43
6002 · Designing Fee	44.99
6003 · Travel & Entertainment	1,412.80
6004 · Show Expense	2,212.50
6005 · Printing and Reproduction	590.00
6006 · Agency Commission	97,000.00
<b>Total 6000 · Sales &amp; Marketing Expense</b>	<u>114,906.72</u>
6120 · Bank Service Charges	9,061.15
6150 · Depreciation Expense	31,060.55
6151 · Amortization-Software	26,893.40
6180 · Insurance	
6191 · Health Insurance	14,471.44
6192 · Gen. Liab & Worker's Com. Ins	1,857.52
6193 · Life Insurance	538.20
<b>Total 6180 · Insurance</b>	<u>16,867.16</u>
6230 · Licenses and Permits	2,037.62
6231 · Parking	9,270.00
6250 · Postage and Delivery	4,604.93
6270 · Professional Fees	
6282 · Consulting Expense	11,617.58
6283 · Other Professional Services	57.00
6284 · Accounting	1,674.18
<b>Total 6270 · Professional Fees</b>	<u>13,348.76</u>
6290 · Rent	14,354.21

5:06 PM  
01/28/03  
Accrual Basis

**TCI Total Call International, Inc.**  
**Profit & Loss**  
**December 2002**

	<u>Dec 02</u>
6300 · Repairs & Maintenance	
6320 · Computer Repairs	352.00
<b>Total 6300 · Repairs &amp; Maintenance</b>	<b>352.00</b>
6340 · Telephone	4,289.53
6350 · Travel & Ent	
6360 · Lodging	1,863.89
6370 · Meals	1,376.57
6380 · Transportation	2,771.21
6350 · Travel & Ent - Other	1,741.70
<b>Total 6350 · Travel &amp; Ent</b>	<b>7,753.37</b>
6500 · Office Supplies	9,235.46
6501 · Employee Benefits	13,196.30
6503 · 401K-Employer Matching	15,202.61
6506 · Bad Debt-One Plus	40,131.71
6601 · Staff Payroll-Salaries	221,207.84
6602 · Payroll Tax Expense	20,178.80
6603 · Staff Payroll-Vacation	5,568.78
6604 · Temporary Worker	1,465.00
6605 · Membership Fee	1,543.83
6607 · Sales Tax	48.67
9900 · Suspense	0.00
<b>Total Expense</b>	<b>582,578.40</b>
<b>Net Ordinary Income</b>	<b>440,474.84</b>
<b>Other Income/Expense</b>	
<b>Other Income</b>	
7010 · Interest Income	15.70
<b>Total Other Income</b>	<b>15.70</b>
<b>Other Expense</b>	
8010 · Other Expenses	
8015 · Interest Exp.	1,496.88
<b>Total 8010 · Other Expenses</b>	<b>1,496.88</b>
<b>Total Other Expense</b>	<b>1,496.88</b>
<b>Net Other Income</b>	<b>-1,481.18</b>
<b>Net Income</b>	<b>438,993.66</b>

## MANAGEMENT INFORMATION

**Mark E. Leafstedt, President and acting Chief Financial Officer (55).**

Mr. Leafstedt has been the Company's President and Chief Financial Officer since 1999. Mr. Leafstedt oversees all aspects of the Company's management and planning and is responsible for the initial capitalization and the overall direction of the company. While at Cyberlight International Inc. from 1997 to 1999 Mr. Leafstedt was credited for implementing and upgrading the Company's financial reporting and cash management systems and was totally responsible for keeping the company alive during this period. From 1996 to 1997, Mr. Leafstedt was the Vice President, Finance of EAS Inc., a computer maintenance and consulting services company. From 1994 to 1996, Mr. Leafstedt was the Vice President and Chief



## **STATEMENT OF FINANCIAL CAPABILITY**

Total Call International, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Total Call International, Inc.'s stated financial capability, a copy of the Balance Sheet as of December 31, 2002 and the Profit and Loss Statement for the period ending December 2002 is attached to its application. Total Call International, Inc. intends to fund the provision of service through internally generated cash flow. Total Call International, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities. The company is profitable.