

ORIGINAL COPY

**TigerTel Communications, Inc.**

5032 Forest Creek Dr., Pace, FL 32571  
(904) 995-8272 - fax: (904) 995-8372

Ms. Blanca Bayo, Director  
Division of Records and Reporting  
Capital Circle Office Center  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

96-1111-TI

4418

September 12, 1996

Dear Ms. Bayo;

I am writing this letter to you per the instruction of Mr. Tom Williams from the Division of Communications. It is to inform you that we are changing the name of TigerTel Communications, Inc. to Speakeasy Communications, Inc. effective immediately.

I am, therefore, sending you our revised tariff (enclosed) naming Speakeasy Communications as the applicant.

Should you have any questions regarding my request please feel free to contact me at the above number.

Respectfully;

*Jorge Bellas*

Jorge Bellas, President  
Speakeasy Communications, Inc.

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Speakeasy Communications, Inc., with principal offices at 5032 Forest Creek Drive, Pace, Florida 32571. This tariff applies for services furnished within the state of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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CHECK SHEET

The sheets listed below, which are inclusive of this tariff, are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this page.

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

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SYMBOLS SHEET

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

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

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TARIFF FORMAT SHEET

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 between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revision sheet 14 cancels the 3rd revision sheet 14. Because of various suspension periods, deferrals, etc., the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for sheet currently in effect.

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

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

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

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the customer's location to a Speakeasy Communications, Inc. network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which are used by the carrier to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

Company or Carrier - Speakeasy Communications, Inc.

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

Day - From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - Speakeasy Communications, Inc.'s recognized holidays are New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

Night/Weekend - From 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Speakeasy Communications, Inc.**

Speakeasy Communications, Inc. services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff.

Speakeasy Communications, Inc. installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. It 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 the Speakeasy Communications, Inc. network. The customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

**2.2 Limitations**

2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.

2.2.2 Speakeasy Communications, Inc. reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provision of this Tariff.

2.2.3 All facilities provided under this Tariff are directly controlled by Speakeasy Communications, Inc. and the customer may not transfer or assign the use of service or facilities, except with the express written consent of The Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.4 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 for service.



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SECTION 2 - RULES AND REGULATIONS

2.3 Liabilities of The Company

2.3.1 Speakeasy Communications, Inc.'s liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.

2.3.2 Speakeasy Communications, Inc. shall be indemnified and held harmless by the customer against:

(A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over The Company's facilities.

(B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by Speakeasy Communications, Inc.

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to The Company's testing or adjusting, negligence or the customer, or to the failure of the channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the obligation of the customer to notify The Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, if any, furnished by the customer and connected to The Company's facilities.

2.4.2 For purposes of credit consumption, every month shall be considered to have 720 hours.

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**SECTION 2 - RULES AND REGULATIONS****Interruption of Service (Cont.)**

- 2.4.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours 2.4
- 2.4.4 The customer shall be credited for an interruption of two 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 facility

**2.5 Deposits**

The company does not require a deposit from the customer.

**2.6 Advance Payments**

For customers whom The Company feels an advance payment is necessary, The Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against next month's charges and if necessary a new advance payment will be collected for the next month.

**2.7 Taxes**

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

**2.8 Employee Concessions**

Any employee of The Company in good standing for three months or longer may receive any of The Company's services at 20% below the tariffed rate as a concession.

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SECTION 3 - DESCRIPTION OF SERVICE3.1 Timing of Calls3.1.1 When Billing Charges Begin and End For Phone Calls

The Customer's long distance usage charge is based on the actual usage of Speakeasy Communications, Inc.'s network. Usage begins when the called party picks up the receiver, (i.e. When 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.1.2 Billing Increments

Unless otherwise specified in this tariff, the minimum call duration for billing purposes is 1 minute for a connected call and calls beyond 1 minute are billed in 1 minute increments.

3.1.3 Per Call Billing Charges

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls

There shall be no charge for uncompleted calls.

3.2 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to The Company. 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.

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SECTION 3 - DESCRIPTION OF SERVICE

3.3 Payment of Calls

3.3.1 Late Payment Charges

Interest charges of 1 1/2% per month may be assessed on all unpaid balances more than thirty days old.

3.3.2 Return Check Charges

A return check charge of \$20.00 or 5% of the amount of the check, (whichever is greater) will be assessed for checks returned for insufficient funds.

3.4 Restoration of Service

A reconnection fee of \$25.00 per occurrence when service is re-established for customers who had been disconnected for non-payment.

3.5 Calculation of Distance

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

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SECTION 3 - DESCRIPTION OF SERVICE3.5 Calculation of Distance (Cont.)

FORMULA:

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

EXAMPLE: Distance between Miami and New York City -

	<u>V</u>	<u>H</u>
Miami	8,351	529
New York	<u>4,997</u>	<u>1,406</u>
Difference	3,354	-877

Square and add:  $11,248,316 + 769,129 = 12,018,445$ Divide by 10 and round:  $12,018,445 / 10 = 1,201,844.50$   
 $= 1,201,845$ Take square root and round:  $1,201,845 = 1,069.3$   
1,097 miles3.6 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods for all FGD services ("1+" dialing).

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SECTION 3 - DESCRIPTION OF SERVICE

3.7 Service Offerings

3.7.1 Premium Plus Plan 1 (Switched Access)

Premium Plus Plan 1 is a direct access, intra/interstate service which allows customers to place long distance calls from any touch-tone phone in the regional dialing area to any phone in the United States and some 150 countries. Rates are based on volume of traffic.

3.7.2 Premium Plus Plan 2 (Dedicated Access)

Premium Plus Plan 2 is a flat rate calling plan using dedicated access providing intra/interstate service allowing customers to place long distance calls from any touch-tone phone in the regional dialing area to any phone in the United States and some 150 countries. Rates are mileage sensitive.

3.7.3 Premium Plus Plan 3 (Blended Rate)

Premium Plus Plan 3 is a blended rate for both switched and dedicated traffic. The flat rate covers day, evening and night for the continental United States interexchange traffic only.

3.7.4 Premium Travel Services

This service allows the customer to call an 800 access number and authorization code to gain access to The Company's network.

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SECTION 4 - RATES4.1 Premium Plus Plan 1 (Switched Access)

<u>Mileage</u>	<u>\$0-\$1,500</u>	<u>\$1,501-\$5,000</u>	<u>\$5,001 +</u>
0-55	\$ .1642	\$ .1478	\$ .1404
56-292	\$ .1752	\$ .1664	\$ .1581
293-430	\$ .1971	\$ .1873	\$ .1779
431-925	\$ .2081	\$ .1977	\$ .1878
926-1910	\$ .2190	\$ .2080	\$ .1977
1911-3000	\$ .2299	\$ .2184	\$ .2075

## Non-Mainland Interstate Rates

Alaska, Hawaii, Puerto Rico and U.S. Virgin Islands

	\$ .2957	\$ .2809	\$ .2668
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- Volume discounts are automatic, incremental and apply to daytime usage.
- Directory Assistance: \$ .75 per call
- All calls to 976 exchange incur a \$2.50 per call surcharge.

## Time of Day Discounts:

## Evening Rates

5:00 PM - 11:00 PM Sunday - Friday      8% Discount

## Night/Weekend Rates

11:00 PM - 8:00 AM Sunday - Saturday      20% Discount

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SECTION 4 - RATES4.2 Premium Plus Plan 2 (Dedicated Access)

<u>Mileage</u>	<u>Day</u>	<u>Evening/Night</u>
0-55	\$ .1125	\$ .0900
56-292	\$ .1125	\$ .0900
293-430	\$ .1406	\$ .1055
431-925	\$ .1547	\$ .1160
926-1910	\$ .1702	\$ .1276
1911-3000	\$ .1872	\$ .1404
3001-4250	\$ .1966	\$ .1474
4251-5750	\$ .2064	\$ .1548

T-1 Access: Billed directly to customer by local telephone company or alternate carrier.

T-1 Port Charge Based on local operating company rates.

Directory Assistance: \$ .75 per call.

All calls to 976 exchange incur a \$2.50 per call surcharge.

4.3 Premium Plus Plan 3 (Blended Rate)

Minutes	100,000	250,000	500,000	750,000+
Dedicated Access	\$ .1500	\$ .1425	\$ .1354	\$ .1286
Switched Access	\$ .1650	\$ .1568	\$ .1489	\$ .1415

Rates are per minute for dedicated and switched combined.

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SECTION 4 - RATES4.6 Premium Travel Services

\$0.39 Per minute flat rate (intrastate)  
\$0.00 Surcharge per call  
\$0.05 Per authorization code  
\$250.00 Installation charge

4.5 Special Promotions

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

4.6 Special Rates For The Handicapped4.6.1 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 fifty within a billing cycle.

4.6.2 Hearing and Speech Impaired Persons

Intrastate toll messages for TDD users, which is 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, shall be evening rates for daytime calls and night rates for evening and night calls.

4.6.3 Telecommunications Relay Service

For intrastate 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 party is both hearing and visually impaired, the call 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 the call and shall not apply to per call charges such as a credit card surcharge.

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