

COMMUNICATIONS

3800 North Central Avenue, Suite B-1 Phoenix, Arizona 85012-1925 (602) 222-9227 \$\pi\$ (800) 890-6799 \$\pi\$ Fax (602) 222-8751

FILE COPY

September 25, 1996

#### VIA UPS NEXT DAY AIR

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, FL 32399-0850 961168-TI

96 SEP 26 AN 9

FPSC-RECORDS/REPORTING

SERVICE CONTROL SOLVE

Re: The Application of Family Telecommunications Incorporated for Authority to Provide Interexchange Telecommunication Service within the State of Florida.

#### Gentlemen:

Enclosed for filing, please find the original and thirteen (13) copies of FTI's Application referenced above and our check in the amount of \$250.00 for the corresponding application fee. Please return one copy with the docket or filing number stamped in the enclosed envelope, postage prepaid.

ACK		Thank you for you	ir assistance in this matter.	Please call me at 602-222-9227 if you have		
AFA	any	questions.				
APP				Yours truly,		
CAF				Tours truly,		
CMU	-			Ton Dil		
CTR				Tony Oxforma		
EAG	-			Tony Oxborrow		
LEG	TO	mnf				
LIN						
OPC				Check received with filling and		
RCH				forwarded to Fiscal for deposit. Fiscal to forward a copy of check		
SEC	and the second	RECEIVED & FILED	Tarrier 1	o PARF with proof of deposit.		
WAS		CS		DOCUMENT NUMBER DATE		
OTH	FPSC-BUREAU OF RE		CORDS			
				10345 SEP 26 8		

APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
IELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLOREDA

DOCUMENT NUMBER - DATE

10345 SEP 26 8

CHIEGOSTO LOCADATINO

 This is an application for (check one): (X) Original Authority (New company). ( ) Approval of Transfer (To another certificated company) . ( ) Approval of Assignment of existing certificate (To a noncertificated company). ( ) Approval for transfer of control (To another certificated company). Select what type of business your company will be conducting (check all that apply): ( ) Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida. ( ) Operator Service Provider - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls. (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. ( ) Switchless rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic. ( ) Multi-Location Discount Aggregator company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers. FORM PSC/CMU 31 (11/91)

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

  Family Telecommunications Incorporated
- 4. Name under which the applicant will do business (fictitious name, etc.):
- 5. National address (including street name & number, post office box, city, state and zip code).

  3800 Ν. Central Αυε, Suite β-1

  βλοεμίκ, ΑΖ 85012
- 6. Florida address (including street name & number, post office box, city, state and zip code):

No Florida address

7. Structure of organization;

(X)	Individual Foreign Corporation General Partnership	(	)	Corporat Foreign Limited	partnership Partnership Partnership
	( ) Other,	270			

- If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.
  - (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.
  - (b) Indicate if the individual or any of the partners have previously been:
    - adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
    - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: F9600000470Z

(b) Name and address of the company's Florida registered agent. 5. Craig Wakefield 1400 W. Dak St., Ste. A

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

Fictitious name registration number: None

- (c) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
  - (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. No
    - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. No
- 10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

  Tony Oxborrow
  - (a) The application; 3800 N. Central Ave, Suite B-1
    Phoenix, AZ 85012
  - (b) Offical Point of Contact for the ongoing operations of the company; Denise A. Edwards 3800 N. Central Ave.
  - (c) Tariff; (Either one) Suite B-1
    Phoenix, AZ 85012

(d) Complaints/Inquiries from customers; 3800 N. Central Ave Jennifer Edwards Surce B-1 Customer Service Mgr. Phoenix, AZ 85012 11. List the states in which the applicant: (a) Has operated as an interexchange carrier. Michigan, Montana, New Jersey, Utah (b) Has applications pending to be certificated as an interexchange carrier. Arizona, California, Nevada, New York, Oregon, Connecticut, Florida, Alabama (c) Is certificated to operate as an interexchange carrier. Michigan, Montana, New Jersey, Utah (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved. None (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved. Mone (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved. None 12. What services will the applicant offer to other certificated telephone companies: ( ) Operators. ( ) Facilities. ( ) Billing and Collection. ( ) Sales. ( ) Maintenance. Aggregation (X) Other: 13. Do you have a marketing program? Yes 14. Will your marketing program: (X) Pay commissions? ( ) Offer sales franchises? ( ) Offer multi-level sales incentives? (X) Offer other sales incentives?

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

# See Exhibit E

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

- 17. Please provide the following (if applicable):
  - (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?
  - (b) Name and address of the firm who will bill for your service.

None

- 18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.
  - A. Financial capability Exhibit A
  - B. Managerial capability Exhibit β
  - C. Technical capability Exhibit C
- 18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

19.	The applicant will provide the following interexchange carrier services (Check all that apply):					
	MTS with distance sensitive per minute rates					
	Method of access is FGA					
	Method of access is FGB					
	Method of access is FGD					
	Method of access is 800					
	MTS with route specific rates per minute					
	Method of access 1s FGA					
	Method of access is FGB					
	Method of access is FGD					
	Method of access is 800					
	✓ MTS with statewide flat rates per minute (i.e. not					
	distance sensitive)					
	Method of access is FGA					
	Method of access is FGB					
	✓ Method of access is FGD					
	Wethod of access is 800					
	MTS for pay telephone service providers					
	Block-of-time calling plan (Reach out Florida, Ring America, etc.).					
	✓ 800 Service (Toll free)					
	Wats type service (Bulk or volume discount)  Whethod of access is via dedicated facilities  Method of access is via switched facilities					
	Private Line services (Channel Services) (For ex. 1.544 mbs., DS-3, etc.)					
	V Travel Service					
	Method of access is 950					
	Method of access is 800					
	900 service					

	Operator Services Available to presubscribed customers Available to non presubscribed customers (for
	example to patrons of hotels, students in universities, patients in hospitals.  Available to inmates
	Services included are:
	Station assistance Person to Person assistance Directory assistance Operator verify and interrupt Conference Calling
ο.	What does the end user dial for each of the interexchange carrier services that were checked in services included (above).
	+
	1 + 800
1.	Other:

#### ATTACHMENTS:

A - CERTIFICATE TRANSFER STATEMENT

B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

C - INTRASTATE NETWORK

APPLICANT ACKNOWLEDGEMENT STATEMENT

D - FLORIDA TELEPHONE EXCHANGES and EAS ROUTES

E - GLOSSARY

FORM PSC/CMU 31 (11/91)

\*\* APPENDIX A \*\*

# CERTIFICATE TRANSFER STATEMENT

I, (TYPE NAME)	N/A		
(TITLE)		of (NAME OF COMPANY), and current	
	numberoin in the petitioner's mention certificate.		
UTILITY OFFICAL:	Signature	Date	
	Title	Telephone No.	

#### \*\* APPENDIX B \*\*

# CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

- (X) The applicant will not collect deposits nor will it collect payments for service more than one month in advance.
- ( ) The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month.

  (Bond must accompany application.)

Denise A. Edwards

Secretary

Title

Denise A. Edwards

Telephone No.

\*\* APPENDIX C \*\*

# INTRASTATE NETWORK

1.	POP: Addresses or leased.	where located, and	d indicate if owned
	1) None	2)	
	3)	4)	
2.	SWITCHES: Addre	ss where located, owned or leased.	by type of switch,
	1) None	2)	
	3)	4)	
3.	tumn of faciliti	ILITIES: Pop-to- es (microwave, fil and indicate if	Pop facilities by ber, copper, owned or leased.
	1) POP-to-POP	TYPE	OWNERSHIP
	2) None	•	
4.	exchanges where	ICE: Please prov you are proposing ice within thirty f the certificate	(30) days after the

AII

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

Toll services over resuld facilities. InterLATA services to customers who dial loxxx or use a calling card which is accessed by an 800 No.

- 6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has ( ) or has not ( X ) previously provided intrastate telecommunications in Florida. If the answer is <u>has</u>, 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 OFFICAL:	Denise a Edward	9/25/96
	Signature	Date
	Denise A. Roberts	
	Secretary	602-222-9227
	Title	Telephone No.

#### \*\* APPLICANT ACKNOWLEDGEMENT 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.
- 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.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate rovenues.
- APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
- 5. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding AAV service.
- 6. ACCURACY OF APPLICATION: By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his offical duty shall be guilty of a misdemeanor of the second degree.

UTILITY OFFICAL:	Denise A. Edwards	9/25/96 Date	
	Secretary	Telephone No.	

#### \*\* APPENDIX D \*\*

### FLORIDA TELEPHONE EXCHANGES

#### AND

#### EAS ROUTES

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

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

# \*\* FLORIDA EAS FOR MAJOR EXCHANGES \*\*

	Extended Service Area	with	These Exchanges
	PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
	PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
	TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
	JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg Orange Park, Ponte Vedra and Julington.
	GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
	OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
FORM PS	C/CMU 31 (11/91)	-14	

-14-

# \*\* FLORIDA EAS MAJOR EXCHANGES CONTINUE \*\*

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

CentralNone EastPlant City NorthZephyrhills SouthPalmetto WestClearwater

CLEARWATER:

St. Petersburg, Tampa-West and

Tarpon Springs.

ST. PETERSBURG:

Clearwater.

LAKELAND:

Bartow, Mulberry, Plant City, Polk City and Winter Haven.

ORLANDO:

Apopka, East Orange, Lake

Buena Vista, Oviedo,

Windermere, Winter Garden, Winter Park, Montverde, Reedy

Creek, and Oviedo-Winter

Springs.

WINTER PARK:

Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and

Montverde.

TITUSVILLE:

Cocoa and Cocoa Beach.

COCOA:

Cocoa Beach, Eau Gallie, Melbourne and Titusville.

MELBOURNE:

Cocoa, Cocoa Beach, Eau Gallie

and Sebastian.

SARASOTA:

Bradenton, Myakka and Venice.

FT. MYERS:

Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva

Islands.

# \*\* FLORIDA EAS MAJOR EXCHANGES CONTINUE \*\*

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs, Deerfield Beach and Ft.

Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach, Hollywood and Pompano

Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and

Perrine

	IE EXCHANGES

ockue	Cherry Leks	Ft. Needs	Jacksonville	Melbourne	Penese City	spring Lake
for d	Chiefland	Ft.Hyers	Jacksonville Bch	Metrose	Persona City Beach.	Storke
ligator Point	Chipley	ft.Hyers Beach	Jasper	Riami	Paxton	Stuert
the	Citre	Ft.Pierce	Jay	Hicanopy	Pensacola	Superiosf Key
elechicole	Clearwater	Ft. Weiton Beach	Jenninas	Hiddleburg	Perring	Surmy Hills
egka	Clormont	ft. White	Jensen Beach	Hilton	Perry	Tel Lahassee
cadia	Clewisten	Freeport	Jul ington	Hol inc	Pierson	Tampa
cher		Freetproof	Aspiter	Monticello	Pine Island	Tarpon Springs
tor	Cocea Beach	Goinesville	Keston Sesch	Hontverde	Plant City	Tavares
on Park	_Corel Springs	Geneve	Kenenaville	Moore Naven	Polk City	The Boaches
<b></b>	Cottondale	Glandela	Key Large	Hount Bors	Posono Perk	Titusville
dia	Crawfordville	Grecovitte	Key West	Mulberry	Pospano Beach	Trenton
rtou	Creecent City	Grand Ridge	Keystone Heights	Munson	_Ponce De Lean	Tri Lacoochee
ite Stade	_Crestvies	Green Cove Sps	Kingsley Lake	Nyskks	_Ponte Vedra Beach	Tyredall AFB
lleview	Cress City	Greensboro	Kissismes	Maples	_Port Cheriotte	Umatilla
werty Hitts	Crystal Biver	Groonville	La Saile	New Port Richey	Port St Joe	Vetperaise
g Pine	Dade City	Greenwood	Lady Lake	New Smyrna Seach	Port St Lucie	Venice
ountstoon	Daytone Beach	Gretna	Lake Suena Vista	Newberry	Punta Gorda	Vernon
ca Granda	Debary	Grovetand	Lake Butler	Worth Cape Coral	Quincy	Vere Beech
ca Raton	Doorflat: Jeach	Gulf Breeze	Lake City	Worth Dade	Raiford	Waldo
mifey	Defuniak Springs	Haines City	Lake Placid	Horth Fort Hyers	Roody Creek	Welnut Hill
onita Springs	Deland	Hestings	Lake Weles	North Key Largo	Reymolds Bill	Veuchula
outing Grean	Delean Springs	Bovene	Lakeland	Morth Naples	St. Augustins	Week I wachee Spa
oymton Beach	Belray Beach	Northerne	Laurel Hill	North Port	St. Cloud	Welske
redenton	_Destin	High Springs	Lawtey	Cok Hill	St. Herks	Wellborn
renford	Pouling Perk	uittfard	Lee	Ocala	St. Petersburg	West Kissinnee
rletoi	Durnel Lon	Nobe Sound	Leesburg	Okeechobee	Sait Springs	West Pelm Beach
80694N	_East Orange	Holley Havarre	Lehigh Acres	Ok Loveba	San Antonio	Westville
ar	Eastpoint	Hollywood	Live Oak	Old Town	Sanderson	Wesenhitchko
reeksville	Eau Gellle	Homestead	Lynn Bavan	Orange City	Sanford	White Springs
unnel	Englewood	Monoseese Springs	turavitte	Orange Park	Sanibal-Captive	Wildwod
ushnell	Eustis	Hosford	MacClenney	Orange Springs	Santa Rosa Beach	Williston
ol Lahan	Everglades	Boulty	Madison	Ortando	Seresote	Vindersere
entonment	Fernandine Beach	Mudson	Melone	Oviedo	Seegreve Beech	Winter Gerden
ope Corel	Flagler Beach	Ismokatee	Marathon	Pace	Sebastian	Winter Neven
ape Haze	Florahome	Indian Lake	Marco Island	Pahokee	Sebring	Winter Perk
arrabelle	fle Boys Ranch	Indiantown	Marianna	Palatka	Shallmar	Yarkeetown
eda. Keys	forest	Interlachen	Maxville	Palm Coast	Silver Sps.Shores	Youngstown-fount
entury	Ft.George	Inverness	Mayo	Pelmetto	Sneeds	Yulee
hattahoochee	Ft.Lauderdele		McIntosh		Sepchoppy	Zephyrhills

# EXHIBIT A FINANCIAL STATEMENTS

# FAMILY TELECOMMUNICATIONS INCORPORATED Balance Sheet

July 31, 1996

#### ASSETS

CURRENT ASSETS	
M&I THUNDERBIRD CHECKING	11,982.44
BANK ONE CHECKING - WEALTHCOM	366.05
	10,078.36
M&I THUNDERBIRD MONEY MARKET	
ACCOUNTS RECEIVABLE	593,801.47
EMPLOYEE ADVANCES	22,910.50
DUE FROM AFFILIATE	6,255.52
TOTAL CURRENT ASSETS	645,394.34
DEPRECIABLE ASSETS	
COMPUTER EQUIPMENT	16,141.79
A/D - COMPUTER EQUIPMENT	2,055.87
COMPUTER SOFTWARE	21,425.20
OFFICE EQUIPMENT	1,512.61
TELEPHONE SWITCHING EQUIPMENT	1,300,000.00
TOTAL DEPRECIABLE ASSETS	1,341,135.47
OTHER ASSETS	22 252 25
SECURITY DEPOSITS	31,068.35
TOTAL OTHER ASSETS	31,068.35
TOTAL ASSETS	2,017,598.16
	***********
LIABILITIES	
CURRENT LIABILITIES	
ACCOUNTS PAYABLE	513,252.85
STATE INCOME TAX WITHHELD	288.00
N/P BENEFICIAL NATL BANK	1,855.87
'이렇게 하는 사람들이 하는 사람들이 되었다. 이 사람들이 없다는 이 사람들이 되었다. 그런 사람들이 되었다. 그런 사람들이 하는 사람들이 되었다. 그런 사람들이 되었다면 되었다. 그런 사람들이 되었다면 되었다. 그런 사람들이 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면 되었다면	515,396.72
TOTAL CURRENT LIABILITIES	313,330.72
OTHER LIABILITIES	
NOTE PAYABLE - NELSON	4,000.00
NOTE PAYABLE - BARNES BANKING	56,000.00
NOTE PAYABLE - BENCHMARK EQUITY	50,000.00
TOTAL OTHER LIABILITIES	110,000.00
TOTAL LIABILITIES	625,396.72
CAPITAL	
ADDITIONAL PAID-IN CAPITAL	1,300,000.00
CURRENT PROFIT (LOSS)	92,201.44
TOTAL CAPITAL	1,392,201.44
TOTAL SALETA	
TOTAL LIABILITIES AND CAPITAL	2,017,598.16
TOTAL BIABILITIES MAS CULTURE	=======================================

# FAMILY TELECOMMUNICATIONS INCORPORATED Income Statement YTD Actual, YTD Historical, and Ratios Period(s) Ending July 31, 1996 and July 31, 1995

	Jul 31, 1996 %	Jul 31, 1995	*
INCOME	100 006 17 01 7	0.00	****
	798,006.27 91.7		****
WEALTHCOM	13,000.00 1.5		****
UNIKEY	51,500.00 5.9	0.00	****
I-LINK MISC INCOME - PHX	8,000.00 0.9	0.00	****
MISC INCOME - PHX	41.00 0	0.00	2000
TOTAL INCOME	870,547.17 100.0	0.00	****
COST OF SALES			
LONG DISTANCE - PHX	629,676.91 72.3	0.00	****
PAGERS	594.00 0.1	0.00	****
BILLING SERVICE	1,434.63 0.2		****
DIDDING DDN 1200			
TOTAL COST OF SALES	631,705.54 72.6	0.00	***
GROSS PROFIT (LOSS)	238,841.63 27.4	0.00	****
EXPENSES			
ADVERTISING	75.00 0	0.00	***
BANK CHARGES	32.10 0	0.00	****
BUILD-OUT I-LINK OFFICE	5,000.00 0.6	0.00	****
COMPUTER SUPPLIES	4,160.89 0.5	0.00	****
CONSULTING	780.00 0.1	0.00	****
EQUIPMENT LEASE	5,989.73 0.7	0.00	****
INTEREST	5,989.73 0.7 6,048.88 0.7 1,466.25 0.2	0.00	****
LICENSES & FEES	1,466.25 0.2	0.00	****
MEALS & ENTERTAINMENT	1,500.55 0.2	0.00	****
MERCHANT DISCOUNT	466.07 0.1	0.00	****
MISCELLANEOUS	266.94 0	0.00	****
OFFICE SUPPLIES	2,141.23 0.2	0.00	***
OUTSIDE SERVICES	803.22 0.1	0.00	****
POSTAGE	1,450.00 0.2 19,387.83 2.2	0.00	****
RENT - PHX	19,387.83 2.2	0.00	****
RENT - SLC	0,054.1/ 1.0	0.00	****
REPAIRS & MAINTENANCE	2,781.49 0.3	0.00	****
SHIPPING	533.65 0.1 5,633.10 0.6	0.00	****
TAX - PAYROLL - PHX	5,633.10 0.6	0.00	****
TAX - PAYROLL - SLC	593.76 0.1	0.00	****
TAX - FEDERAL EXCISE	1,583.37 0.2	0.00	****
TAX - SALES	801.21 0.1	0.00	****
TELEPHONE	647.37 0.1	0.00	****
TRAVEL	2,762.56 0.3	0.00	
UTILITIES	660.35 0.1	0.00	****
WAGES - PHX	59,850.84 6.9	0.00	****
WAGES - SLC	4,992.32 0.6	0.00	****
WAGES - OFFICER	7,387.23 0.8	0.00	7.5.00

# FAMILY TELECOMMUNICATIONS INCORPORATED Income Statement YTD Actual, YTD Historical, and Ratios 7 Period(s) Ending July 31, 1996 and July 31, 1995

TOTAL EXPENSES	Jul 31, 1996 146,718.55		Jul 31, 1995 0.00	***
OPERATING INCOME (LOSS)	92,123.08	10.6	0.00	***
OTHER INCOME INTEREST INCOME	78.36	0	0.00	****
TOTAL OTHER INCOME	78.36	0	0.00	****
OTHER EXPENSES				
NET INCOME (LOSS)	92,201.44	10.6	0.00	****

#### EXHIBIT B

#### DETAILED BIOGRAPHIES OF FTI PRINCIPALS

The management team of FTI Communications consists of three experienced people. These people are Robert W. Edwards, Dr. Jerald Nelson, and Denise A. Edwards.

Robert W. Edwards received his B.S. Degree in Computer Science from the University of Utah in 1976. Mr. Edwards has had a business career which includes over 20 years in various industries. Mr. Edwards worked as a Master Control Program (MCP) problem solver for Burroughs Corporation in Salt Lake City (1976-1979). His job included extensive training in working with businesses in solving their computer firmware problems, in addition to repairing large computer systems.

Mr. Edwards was a partner in a start-up software firm, AIM Software, in Salt Lake. (1979-1982) where he designed computer software for mainframes for the legal and accounting industries. During the time Mr. Edwards was involved with AIM software, he was a partner in a private computer consulting business doing computer contract work. Their main customer was the U.S. Defense Mapping Depot in Clearfield, Utah. Mr. Edwards worked as a consultant for Aiexander Grant Software on a State of Utah Medicaid program development contract. (1982) When the State of Utah rescinded the contract with Alexander Grant, Mr. Edwards was one of only two contract workers hired as employees and given the task to complete the contract with other state employees (1982-1984).

From 1984 through 1993, Mr. Edwards was a partner in ONE-2-ONE Communications and was the only partner involved in the day-to-day operations of the business. Under his leadership, the business grew to be one of the largest long distance providers in the southwest. Mr. Edwards served on the Board of Directors of both regional and national telecommunications associations. In these positions, he was involved in the development of the telecommunications industries' policies and worked with the FCC (Federal Communications Commission), senators and representatives to discuss and give his input on pending government regulations for the industry.

Mr. Edwards was one of the developers of the long distance "locator system". This is the technology used by a phone system to automatically route a caller to the branch of a business nearest him when he calls the national "800" number for that corporation, commonly used in connection with national advertising.

<u>Dr. Jerald Nelson</u> has over twenty years of experience in the areas of strategic planning, management consulting and investment banking. Dr. Nelson received his B.A. degree in Business from the University of Utah in 1966 and a Ph.D. in Economics from North Carolina State University in 1974.

Early in his career, Dr. Nelson was with Trans World Airlines in the Marketing Department. From 1973 until 1976, he served as a Management Consultant with Data Resources, Inc., serving such firms as GTE, ITT and Xerox. From 1976 until 1984, Dr. Nelson was with U.S. Industries, a Fortune 500 conglomerate, where he managed strategic planning, market research and financial analysis. From 1985 until the present he has been a principal in the investment firm Capital Builders, Inc.

#### EXHIBIT B, (continued)

From 1989 until 1993 he was with ONE-2-ONE Communications, working as a business consultant and then as Chairman of the Board. He most recently worked as the president of Tenet, a computer company in Salt Lake that provides systems for respiratory care in hospitals.

During the past ten years, Dr. Nelson has served on the boards of Gentner Communications Corporation of Salt Lake City, Utah, a communication company active in the broadcast and teleconferencing markets, Arrow Dynamics, a manufacturer of amusement park rides located in Clearfield, Utah, and Beacon Finance company.

Denise A. Edwards received her Bachelor of Arts degree in Journalism from the University of Utah in 1983.

She has extensive experience in written communications, including reporter and copy editor for the University of Utah Chronicle (1971), intern on the copy desk of the Salt Lake Tribune newspaper (1971); intern on the Salt Lake City newspaper, The Deseret News (1972); reporter for the Deseret News, Church News section (1972-73); editor of University of Utah married student housing newsletter (1974-76); freelance writer and editor of software instruction manuals, technical manuals, newsletters for parent-teacher and religious organizations, business correspondence, legal arbitration documents, and press releases (1974-1994); writer of travel idea brochures and booklets for new mothers distributed by metro Phoenix hospitals (1993-1995); graphic designer, advertising coupons.

Business experience includes accounting assistant with Salt Lake City auto parts accounting firm (1975); running carpet and linoleum business with husband (1973-76), with duties including billing, payroll, purchasing, tax preparation, marketing and sales; president, FTI Publishing, which publishes advertising booklets and also conducts retail sales through its FAX catalog service. From 1984-1993 she worked with husband in the development and growth of ONE-2-ONE Communications, including assisting in long-range planning, finances, personnel decisions, employee/employer relations, preparation of business plan, employee compensation plans. She has written an operator instruction manual, employee's handbook, monthly newsletter, and business letters for management and salespeople.

#### EXHIBIT C

#### TELECOMMUNICATIONS EXPERIENCE

All the equipment and technical expertise to support FTI's services will be furnished by MCI, which is the underlying carrier for FTI. MCI's experience and leadership in the telecommunications industry ensures full compliance with Department's quality and service requirements.

FTI has filed the required tariffs with the Federal Communications Commission to provide domestic interstate telecommunications services. Applicant intends to provide other services in all 48 contiguous states and is currently in the process of obtaining all required certifications and submitting tariff filings with the appropriate agencies in all these states.

Applicant's network provided by its underlying carrier, MCI, will be composed primarily of fiber optic facilities and will utilize the latest telecommunications technology. Applicant's management and technical team has significant management and telecommunications experience and training which will permit Applicant to meet the service requirements of the Florida consumer market while maintaining its efficiency and quality of service standards.

# EXHIBIT D TARIFF

Family	Telecommunications
Incorpo	orated

Florida Tariff No. 1 Original Sheet 1

#### 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 Family Telecommunications Incorporated, with principal offices at 3800 N. Central Avenue, Suite B-1, Phoenix, AZ 85012. 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.

Issued: September 9, 1996

Effective:

#### 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 at the bottom of this page.

Sheet	Revision
1 (Title)	Original
2	Original
3	Original
	Original
4 5	Original
6	Original
	Original
7 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

Issued: September 9, 1996

by: Denise A., Edwards 3800 N. Central Ave., Suite B-1 Phoenix, AZ 85012 Effective:

# TABLE OF CONTENTS

Title Sheet	l
Check Sheet	2
Table of Contents	
Symbols Sheet	4
Tariff Format Sheet	
Section 1 - Technical Terms and Abbreviations	6
Section 2 - Rules and Regulations	
Section 3 - Description of Service	18
Section 4 - Rates	23

Issued: September 9, 1996

Effective:

#### 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

Issued: September 9, 1996

Effective:

#### TARIFF FORMAT SHEETS

- 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 sheets 14 and 15 would be 14.1.
- 2. 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 revised Sheet 14 cancels the 3rd revised 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 the sheet currently in effect.
- 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), etc.

4. 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 no other symbols used on this page if these are the only changes made to it. 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.

Issued: September 9, 1996

Effective:

#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Accounting Code: A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.

<u>Authorization Code</u>: A multi-digit code which enables a customer to access FTI's network and identifies the customer's use of FTI's services for proper billing.

<u>Authorized User</u>: An individual, organization, or other entity which has been allowed to use the authorization code of a customer by the customer.

Business Hours: The term "business hours" refers to the time between 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays.

Commission: The term "commission" refers to the Florida Public Service Commission.

Company: The term "company" refers to Family Telecommunications Incorporated.

<u>Customer</u>: The term "customer" is synonymous with the term "subscriber" and means the individual, organization, corporation, or other entity that contracts for service with FTI under this tariff and that is responsible for the payment of charges and compliance with the Company's rules and regulations pertaining to this tariff.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been received in full on or before the last day for timely payment.

Holiday: The term "holiday" means all Company-specific holidays, ie., New Year's Day, Presidents Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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#### SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

Local Exchange Area: The term "local exchange area" means a geographically defined area wherein the telephone industry through the use of maps or legal descriptions designates specified areas where individual telephone exchange carriers offer to provide communications services.

Local Exchange Carrier (LEC): This term means a company providing telecommunications service within a local exchange or LATA.

Non-business Hours: The term "non-business hours" refers to the time period between 5:00 P.M. and 8:00 A.M., Monday through Friday, all day Saturday, Sunday and holidays.

Regular Billing: The words "regular billing" mean a standard bill or invoice for services sent during the normal FTI billing cycle and consists of one bill for each account assigned to a customer.

Subscriber: See definition under "customer".

Timely Payment: The term "timely Payment" means a payment on a customer's account made on or before the due date.

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Effective:

## SECTION 2 - RULES AND REGULATIONS

#### 2.1 Undertaking of the Company

#### 2.1.1 Scope

The Company undertakes to provide intrastate telecommunications service in accordance with the terms and conditions set forth in this tariff.

### 2.1.2 Shortage of Facilities

All Service is subject to the availability of suitable facilities. The Company reserves the right to limit the length of communications or to discontinue furnishing Services when necessary because of the lack of available facilities or because of any causes beyond its control.

#### 2.1.3 Availability of Services

Service is available twenty-four hours per day, seven days per week. Service to Customers is available from any point in the state to any other point in the state.

### 2.1.4 Liability of the Company

- (A) Except as stated in section 2.1.4, the Company shall have no liability for damages of any kind arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of the Company for willful misconduct.
- (B) The Eability of the Company, if any, for damages resulting in whole or in part from or arising in connection with the furnishing of Service under this

Issued: September 9, 1996 Effective:

#### SECTION 2 - RULES AND REGULATIONS

tariff, including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations in transmission, or failures or defects in facilities furnished by the Company in the course of furnishing Service or arising out of any failure to furnish Service shall in no event exceed an amount of money equivalent to the proportionate charge to Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in transmission occur and continue. However, any such mistakes, omissions, interruptions, delays, errors or defects in transmission or service which are caused by or contributed to by the negligence or willful act of Customer, or which arise from the use of Customer-provided facilities shall not result in the imposition of any liability whatsoever upon the Company.

- The Company is not liable for any act, omission or negligence of any other entity furnishing to the Customer facilities, equipment, or services used with the Company's Services. Nor shall the Company be liable for the unavailability of or any delays in the furnishing of any services to the Customer facilities or equipment which are provided by any other entity. Should the Company employ the service of any Other Common Carrier in furnishing the services provided to Customer, the Company's liability shall be limited according to the provisions in Section 9.1.
- (D) The Company shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to fire, flood, or other catastrophes, Acts of God, atmospheric conditions or other phenomena of nature, such as radiation; any law, order regulation,

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#### SECTION 2 - RULES AND REGULATIONS

directive, action or request of the United States Government, or any other government, including State and local government, having any jurisdiction over the Company, or any department, agency, commission, bureau, corporation or other instrumentality of any one or more of said governments, or any civil or military authority having any jurisdiction over the Company or the Service provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court having jurisdiction over the company.

- (E) The Company shall be indemnified and held harmless by the Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's Services and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of the Company's facilities.
- (F) Under no circumstances whatsoever shall the Company or its officers, directors, agents, or employees be liable for indirect, incidental, special or consequential damages.

### 2.1.5 Provision of Equipment and Facilities

(A) Customer-provided equipment at the Customer's premises for use in connection with this Service shall be so constructed, maintained and operated by Customer as to work satisfactorily with the facilities of the Company.

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- (B) The Company shall not be responsible for the installation, operation or maintenance of any Customer-provided equipment. Where such equipment is connected to Service pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of Services under this tariff and to the maintenance and operation of such services in the proper manner. Subject to this responsibility, the Company shall not be responsible for:
  - the through transmission of signals generated by Customer-provided equipment or for the quality of, or defects in, such transmission;
  - the reception of signals by Customer-provided equipment; or
  - (3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

# 2.2 Assignment

Customer shall not assign or transfer the use of the Company's service except with the prior written consent of the Company in each and every instance. Consent to such assignment or transfer will not be unreasonably withheld.

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Effective:

## 2.3 Obligations and Liabilities of the Customer

- 2.3.1 The Customer will be liable for all use of a calling card issued to the Customer. In the case of unauthorized use, loss, or a stolen calling card issued to the Customer, the Customer must notify the Company within twenty-four (24) hours of such loss. Should the Customer be notified by a representative of the Company of an increase in usage (including Calling Card usage), it is the Customer's responsibility to determine at the time of notification whether the usage increase is legitimate or fraudulent.
- 2.3.2 The Customer is responsible for placing any necessary orders, for complying with tariff regulations, and for the payment of charges for calls originated at the Customer's premises which are not collect or third party calls.
- 2.3.3 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.
- 2.3.4 The Customer shall ensure that its terminal equipment and/or system properly interfaces with the Company's facilities or Services, that the signals emitted into the Company's facilities are of the proper mode, bandwidth, power and signal level for the intended use of the Customer and in compliance with the criteria set forth in part 68 of the rules of the FCC, and that the signals do not damage equipment, injure personnel, or degrade Service to other Customers.
- 2.3.5 If the Customer fails to maintain the equipment and/or system properly, with resulting imminent harm to the Company's equipment, personnel, or the quality of Service to other Customers, the Company may, upon written notice, require the

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Effective:

use of protective equipment at the Customer's expense. If this measure fails to produce satisfactory quality and safety, the Company may, upon written notification, terminate the Customer's Service.

- 2.3.6 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, or by improper use of equipment provided by the Customer or others.
- 2.3.7 Customers or other individuals that are involved in any unlawful use or attempt to unlawfully use the Company's services provided under this tariff shall be:
  - (A) responsible for payment of Services unlawfully used;
  - (B) subject to a rate of no less than \$1.00 per minute for any unlawfully placed calls:
  - responsible for payment of the reasonable attorneys fees, if the Company initiates legal proceedings, and/or reasonable costs of any investigation and research necessary to determine the unlawful attempt(s) or use of Company's Services;
  - (D) subject to a fine of not less than \$100.00.

### 2.4 Use of Service

2.4.1 Services provided under this tariff may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, in a manner consistent with the

Issued: September 9, 1996

Effective:

terms and conditions of this tariff and the policies and regulations of the Federal Communications Commission and the Florida Public Service Commission. Service provided under this tariff shall not be used for any unlawful purpose.

- 2.4.2 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.
- 2.4.3 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.
- 2.4.4 The Company's Services are available for use twenty-four hours a day, seven days per week.
- 2.4.5 Customers of Service provided under this tariff may authorize or permit others to use these services, and may resell or share such services subject to the regulations contained in this tariff. The Customer remains responsible to the Company for payment of all charges for services used by others with the Customer's knowledge or without the Customer's knowledge if the services originate with the Customer's facilities. The Customer is responsible for notifying the Company immediately of any unauthorized use of services.
- 2.4.6 The Company does not provide Service unless the Customer establishes a billing account directly with the Company.

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## 2.5 Cancellation or Interruption of Service

- 2.5.1 Without incurring liability, the Company may temporarily or permanently discontinue Services to the Customer or to a particular Customer location, or may withhold the provision of ordered or contracted Service, under the following conditions:
  - (A) for nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due;
  - (B) for violation of any of the provisions of this tariff;
  - for violation of any law, rule, regulation, or policy of any governing authority having jurisdiction of the Company's Services;
  - (D) by reason of any order or decision of a court having competent jurisdiction, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its Services;
  - (E) for significant decrease in the credit worthiness of a Customer or responsible signer which calls into question the Customer's ability to pay for Services furnished by the Company, such as but not limited to, Bankruptcy and Chapter Eleven filings; or
  - (F) for the discovery of false statements or information from Customer at the time of application for Service.

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform test(s) and inspections to assure compliance with
- 2.5.2 Without incurring liability, the Company may interrupt the provision of Services at any time in order to perform test(s) and inspections to assure compliance with tariff regulations, and may without liability, temporarily suspend Service while making tests and inspections, and may continue such interruption until any items of noncompliance or improper equipment operation or violations of requirements so identified are rectified.
- 2.5.3 Service may be discontinued by the Company, without notice to the Customer, by blocking traffic to certain areas, or by blocking calls using certain Customer Authorization codes, when the Company deems it necessary to take action to prevent unlawful use of its Service. The Company may restore Service as soon as it can be provided without undue risk.
- 2.5.4 If, for any reason, Service is interrupted, the Customer will only be charged for the Service that was actually used.

## 2.6 Deposits

The Company does not require a deposit from the Customer.

# 2.7 Advance Payments

The only advance payment service offered by FTI will be pre-paid calling cards. FTI anticipates that only a small portion of its customers will use this service.

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2	8	Taxes
400		10000

All state and local taxes are listed as separate line items and are not included in the quoted

# 2.9 Employee Concessions

Employees of the Company receive no special rates or discounts.

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Effective:

## 3.1 Timing of Calls

## 3.1.1 When Billing Charges Begin and Terminate

The customer's long distance usage charge is based on the actual usage of FTI's network. Usage begins when the called party picks up the receiver. 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 eighteen (18) seconds for a connected call. Calls beyond eighteen (18) seconds are billed in six (6) second 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 charges for uncompleted calls. An uncompleted call is defined as a call for which an insufficient number of digits is dialed to determine a termination destination or a call where the caller breaks the connection before the

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call is answered or picked up at the terminating destination, except where noted in Section 18.1.1 where the software answer supervision deems the call billable at approximately 60 seconds of unanswered ringing.

# 3.2 Rendering and Payment of Bills

- 3.2.1 Billing periods are monthly. The billing date is dependent on the billing cycle assigned to the customer.
- 3.2.2 The Customer is responsible for payment of all Services furnished by the Company.
- 3.2.3 Bills are due and payable upon receipt. If the Customer's net bill is not paid (payment received by the Company) within thirty (30) calendar days after the invoice date listed on the bill, it shall become a delinquent bill and will be subject to late payment fees as provided in this tariff. If the Company initiates legal proceedings to collect any amount due hereunder and the Company substantially prevails in such proceedings, then the defendant Customer shall pay the reasonable attorney's fees and reasonable collection costs of the Company for collection of any past due balances. For court proceedings related to the Service provided herein, the Customer consents to the jurisdiction of the court located in the specific county where the Company is located which services the Customer.
- 3.2.4 The rates quoted in this tariff do not include federal excise taxes, and state and local taxes, use taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's Services hereunder to Customer, and shall be charged to and payable by Customer in addition to the rates indicated in this tariff for Services.

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- 3.2.5 Any charges accrued under this turiff that are not paid in full within the time provided by this tariff will be subject to a charge of 1.5% of the amount past due, per month.
- 3.2.6 A delinquent account may subject the Customer's Service to temporary disconnection. The Company is responsible for notifying the Customer at least five days before Service is to be disconnected.
- 3.2.7 For any check returned to the Company due to insufficient funds, uncollected funds, or closed account, the following charges will be added to the Customer's account balance:
  - (A) a charge of \$15.00 for the first return; and
  - (B) a charge of \$15.00 for the second return and the amount of the check.

# 3.3 Minimum Call Completion Rate

Company anticipates a call completion rate of not less than ninety percent (90%) during peak use periods for all FG D services ("1+" dialing).

#### 3.4 Services Offered

#### 3.4.1 InterLATA Switched Calls

This service is a flat rate, direct access, intrastate service designated for both residential and commercial customers, 24 hours per day, seven (7) days per week.

Issued: September 9, 1996 Effective:

#### 3.4.2 InterLATA 800 Calls

This service allows the Customer to pay for toll calls to his premises, instead of having the calling party billed for the long distance toll charges. InterLATA 800 calls are those calls directed to an 800 number in Florida, where the caller is also calling from Florida, but outside of the LATA where the 800 Customer's premises are located. The Customer is billed at the same rate for all InterLATA calls to his premises 24 hours per day, seven (7) days per week.

### 3.4.3 IntraLATA Switched Calls

This service is a flat rate, direct access, intraLATA service designated for both residential and commercial customers, 24 hours per day, seven (7) days per week.

### 3.4.4 IntraLATA 800 Calls

This service allows the Customer to pay for toll calls to his premises, instead of having the calling party billed for the long distance toll charges. IntraLATA 800 calls are those calls directed to an 800 number in Florida, where the caller is also calling from Florida and from within the same LATA where the 800 Customer's premises are located. The Customer is billed at the same rate for all InterLATA calls to his premises 24 hours per day, seven (7) days per week.

# 3.4.5 Travel Calling Card Service

This is a calling card whereby a Customer may use FTI services from any touch-tone phone in the United States or Canada where 800 numbers are reachable, to any phone in the world. The Customer dials a toll-free number to FTI, then dials their Calling

Issued: September 9, 1996	Effective:

Card authorization code and the number they want to call. Local numbers and long distance numbers can both be accessed through the Calling Card Service. All Calling card calls are billed to the Customer's home or office, as the Customer designates. A Customer may choose Travel Calling Card Service in connection with another FTI Service or may choose it as their only FTI Service.

### 3.3.6 Pre-Paid Calling Card

This is a Calling Card Service similar to the Travel Calling Card Service, except the calls are not billed to the Customer, they are paid for in advance. The Customer buys a Pre-Paid Calling Card for long distance service. They make long distance calls from any touch tone phone in the United States or Canada, where 800 numbers are reachable, to any phone in the world. The calls are dialed exactly the same as Travel Calling Card calls. However, the cost of every call is calculated immediately and subtracted from the pre-paid balance on the card. When a Customer has used all their pre-paid balance, they may buy additional pre-paid minutes. A Customer may purchase a Pre-Paid Calling Card in connection with other FTI Service(s) or may choose it as their only FTI Service.

Issued: September 9, 1996 Effective:

### **SECTION 4-RATES**

- 4.1 These rates are designated for both residential and commercial customers.
  - 4.1.1 Activation Fee:

\$0.00

4.1.2 Monthly Access Fee:

\$0.00

- 4.1.3 <u>Time Periods</u>: The Day period is Monday through Friday, from 8:00 a.m. to 4.59 p.m. The Non-day period is Monday through Sunday, from 5:00 p.m. to 7:59 a.m., and Saturday and Sunday from 8:00 a.m. to 4.59 p.m.
- 4.1.4 Usage Rate (per minute of use):

		Day	Non-day
(A)	InterLATA Switched Calls	\$0.1726	\$0.i590
(B)	IntraLATA Switched Calls	\$0.1452	\$0.1452
(C)	Intrastate 800 Calls	\$0.1895	\$0.1895
(D)	FTI Travel Calling Card (With 1+ Dial Service)	\$0.1790	\$0.1790
(E)	FTI Travel Calling Card (Without 1+ Dial Service)	\$0.2500	\$0.2500
(F)	FTI Prepaid Calling Card*	\$0.1690	\$0.1690

<sup>\*</sup>A prepaid calling card is available to customers for purchase. It may be used by dialing the 800 number printed on the card, entering the customer's PIN number, and then dialing the desired telephone number.

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#### SECTION 4 - RATES

## 4.2 Special Rates For The Handicapped

#### 4.2.1 Directory Assistance

Pursuant to FPSC Rules and Regulations, there shall be no charge for up to fifty (50) 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.

## 4.2.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD (telecommunications device for the deaf) users shall be Non-day rates for both daytime and night calls.

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Effective:

#### EXHIBIT E

# MARKETING PROGRAM

## Paragraph 15:

Independent sales agents are paid commissions based on the rates charged to customers. Commissions range from one to five percent (1 - 5%) of the total paid long distance usage of their customers.

Consumer service organization offers bonus incentives to members for referring other members. These bonuses range from five to fifteen percent (5 - 15%).



3800 North Central Avenue, Suite B-1 Phoenix, Arizona 85012-1925 (602) 222-9227 # (800) 890-6799 # Fax (602) 222-8751



September 25, 1996

DEPOSIT TREAS, REC

D380 --- SEP 27 '96

## VIA UPS NEXT DAY AIR

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, FL 32399-0850

> The Application of Family Telecommunications Incorporated for Authority to Re: Provide Interexchange Telecommunication Service within the State of Florida.

#### Gentlemen:

Enclosed for filing, please find the original and thirteen (13) copies of FTI's Application referenced above and our check in the amount of \$250.00 for the corresponding application fee. Please return one copy with the docket or filing number stamped in the enclosed envelope, postage prepaid.

Thank you for your assistance in this matter. Please call me at 602-222-9227 if you have any questions.

Yours truly,

Toray Oflower Tony Oxborrow

TO/mnf

Check received with filling and forwarded to Fiscal for deposit Fiscal to forward a copy of check to RAP with proof of deposit.

of penson who forwarded check:



COMMUNICATI

3800 North Central Avenue, Suite B-1
Phoenix, Arizona 85012-1925
(602) 222-9227 # (800) 890-6799 # Fax (602) 222-8751



September 25, 1996

DEPOSIT TREAS, REL

D380 ....

SEP 2 7 '96

## VIA UPS NEXT DAY AIR

Florida Public Service Commission Division of Administration 2540 Shumard Oak Blvd. Gunter Building Tallahassee, FL 32399-0850

Re

The Application of Family Telecommunications Incorporated for Authority to Provide Interexchange Telecommunication Service within the State of Florida.

Gentlemen:

Enclosed for filing, please find the original and thirteen (13) copies of FTI's Application referenced above and our check in the amount of \$250.00 for the corresponding application fee. Please return one copy with the docket or filing number stamped in the enclosed envelope, postage prepaid.

Thank you for your assistance in this matter. Please can me at 602-222-9227 if you have any questions.

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Torry Oxform

Tony Oxborrow

