

ORIGINAL  
FILE COPY

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JOSEPH J. BURGL  
(1926 - 1992)

\*Also admitted in Iowa  
\*\*Also admitted in California and North Carolina

96 1405 - 17

November 22, 1996

**Executive Secretary  
State of Florida  
Public Service Commission  
101 East Gaines Street  
Fletcher Building  
Tallahassee, Florida 32399-0688**

**Re: BFI COMMUNICATION, INC.**

Dear Sir:

Enclosed herewith for filing with the Commission, please find an original and 12 copies of the above captioned corporation's **APPLICATION FOR AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICES WITHIN THE STATE OF FLORIDA**, along with a check in the amount of \$250.00 to cover filing fees relating to same.

Also enclosed is an exact duplicate of this letter. Please stamp the duplicate received and return same in the self-addressed stamped envelope attached thereto.

ACK  Please contact me if you have additional questions or concerns.

AFA \_\_\_\_\_

APP \_\_\_\_\_

CAF \_\_\_\_\_

CMU \_\_\_\_\_

CTR \_\_\_\_\_

EAG \_\_\_\_\_

LEG \_\_\_\_\_

LIN \_\_\_\_\_

OPC \_\_\_\_\_

RCH \_\_\_\_\_

SEC \_\_\_\_\_

WAS \_\_\_\_\_

OTH \_\_\_\_\_

Very truly yours,

**EARLY, LENNON, PETERS & CROCKER, P.C.**

Patrick D. Crocker

Enclosures

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

Initials of person with forwarded check.....

PD

DOCUMENT NUMBER-DATE  
**12581 NOV 25 96**  
PPSC-RECORDS/REPORTING

96 NOV 25 11 3 17  
MAIL ROOM

FLORIDA PUBLIC SERVICE COMMISSION

**BFI COMMUNICATION, INC. )**  
**APPLICATION FOR AUTHORITY TO )**  
**PROVIDE INTEREXCHANGE )**  
**TELECOMMUNICATIONS SERVICES )**  
**WITHIN THE STATE OF FLORIDA )**

APPLICATION

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

- Original Authority (New Company)
- Approval of Transfer (To another certified company).
- Approval of Assignment of existing certificate  
(To a non-certificated company).
- Approval for transfer of Control (To another  
certificated company).

2. Select what type of business your company will be conducting:

- Switchless reseller

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

**BFI COMMUNICATION, INC.**

4. Name under which the applicant will do business (fictions name, etc.):

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

**7060 Miramar Road  
San Diego, CA 92121**

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

**NOT APPLICABLE**

7. Structure of organization:

- |  |   |
|--|---|
| <input type="checkbox"/> Individual          | <input checked="" type="checkbox"/> Corporation |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership    |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership    |
| <input type="checkbox"/> Other, _____        |   |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169.FS) if applicable.

**NOT APPLICABLE**

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

**NOT APPLICABLE**

(c) Indicate if any of the officers, directors, or any of the ten largest stock holders 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. If so, please explain.

**NOT APPLICABLE**

- (2) officer, director, partner or stockholder in any other Florida certified telephone. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**NOT APPLICABLE**

9. If incorporated, please give:

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

**Applicant attaches a copy of the qualifying document as Exhibit A.**

- (b) Name and address of the company's Florida registered agent.

**Edwin F. Blanton, Esq.  
825 Thomasville Road  
Tallahassee, Florida 32303**

- (c) Indicate if any of the officers, directors, or 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. If so, please explain.

**NOT APPLICABLE**

- (2) officer, director, partner or stockholder in any other Florida certified telephone. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

**NOT APPLICABLE**

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

- (a) The application:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, PETERS & CROCKER, P.C.  
900 Comerica Building  
Kalamazoo, Michigan 49007**

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

**Muhammad Mahdi, President  
BFI Communication, Inc.  
7060 Miramar Road  
San Diego, California 92121**

(c) Tariff:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, PETERS & CROCKER, P.C.  
900 Comerica Building  
Kalamazoo, MI 49007  
(616) 381-8844**

(d) Complaints/Inquiries from customers:

**Patrick D. Crocker, Attorney  
EARLY, LENNON, PETERS & CROCKER, P.C.  
900 Comerica Building  
Kalamazoo, MI 49007**

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

**Applicant is a newly formed corporation seeking authority to provide the resale of telecommunications service throughout the United States. Applicant currently has authority to provide intrastate services in Illinois, California number and in states which do not regulate the resale of telecommunication services as contemplated herein.**

(b) Has applications pending to be certified as an interexchange carrier.

**Applicant has Applications pending to be certified as an interexchange carrier throughout the United States.**

(c) Is certificated to operate as an interexchange carrier.

**Applicant is a newly formed corporation which is seeking authority to provide the resale of telecommunications service throughout the United States.**

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

**Applicant has never been denied authority to operate as an interexchange carrier.**

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

**Applicant has never had regulatory penalties imposed for violations of any telecommunications statutes.**

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

**Applicant has never been involved in Civil court proceedings with an interexchange carrier, local exchange company, or other telecommunications entity.**

12. The applicant will provide the following interexchange carrier services (Check all that apply):

- MTS with distance sensitive per minutes 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 is FGA  
 Method of access if FGB  
 Method of access is FGB  
 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  
 Method 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)  
 Method of access is via dedicated facilities  
 Method of access is via switched facilities
- Private Line services (Channel Services)  
(For ex. 1.544 ms., DS-3, etc)
- 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

Other: Voice Mail

13. What does the end user dial for each of the interexchange carrier services that were checked in services included (above)?

1+

14. What services will the applicant offer to other certified telephone companies:

**Applicant will not offer services to other certificated telephone companies.**

- |  |                                     |
|--|-------------------------------------|
| <input type="checkbox"/> Facilities.             | <input type="checkbox"/> Operators. |
| <input type="checkbox"/> Billing and Collection. | <input type="checkbox"/> Sales.     |
| <input type="checkbox"/> Maintenance.            |                                     |
| <input type="checkbox"/> Other: _____            |                                     |

15. Do you have a marketing program?

**Yes.**

16. Will your marketing program:

- Pay commissions?
- Offer sales franchise?
- Offer multi-level sales incentives?
- Offer other sales incentives?

17. Explain any of the offers checked above (To whom, what amount, type of franchise, etc.

**Applicant shall pay commissions to its sales representatives.**

18. Who will receive the bills for your services (Check all that apply)?

- |  |  |
|--|--|
| <input type="checkbox"/> Residential customers.            | <input 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"/> University dormitory    |
| <input type="checkbox"/> Other: (specify) _____ residents. |  |

19. 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 the name and phone number) and how is this information provided?

**YES**

- (b) Name and address of the firm who will bill for your service.

**U.S.B.I.  
9311 San Pedro, #300  
San Antonio, Texas 78216**

20. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25024.485 (example enclosed).

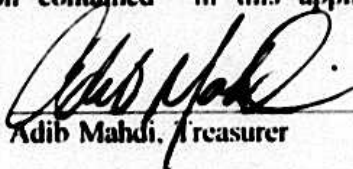
**Applicant's proposed Tariff is attached hereto as Exhibit B**



**\*\*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 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 one and one-half percent of all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LEC's without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to may 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 interexchange telephone service.
7. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

10/31/96  
DATE

  
\_\_\_\_\_  
Adib Mahdi, Treasurer

**\*\*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.)



Adib Mahdi  
Its Treasurer

10/31/96

Date

**In further support of this Application, Applicant attaches the following additional Exhibits:**

**EXHIBIT C - Background and Experience of Management**

**EXHIBIT D - Financial Statements**

**EXHIBIT A**

# State of Florida



## Department of State

I certify from the records of this office that BFI COMMUNICATION, INC, is a corporation organized under the laws of California, authorized to transact business in the State of Florida, qualified on July 8, 1996.

The document number of this corporation is F96000003450.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1996, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Eighth day of July, 1996



CR25022 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

**APPLICATION BY FOREIGN CORPORATION FOR  
AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA**

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. BFI COMMUNICATION, INC.  
(Name of corporation: the word "INCORPORATED," "COMPANY," or "CORPORATION" or words or abbreviations of like import in language, as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. California (State or country under the law of which it is incorporated)      3. \_\_\_\_\_ (FEI number, if applicable)

4. 4/26/95 (Date of Incorporation)      5. Perpetual (Duration)

6. Upon Qualification  
(Date first transacted business in Florida. See sections 607.1501, 607.1502, and 817.1503.)

7. 7467 DRAPER AVENUE LA JOLLA, CALIFORNIA 92037  
(Current mailing address)

8. TELECOMMUNICATIONS RESELLER  
(Corporate purpose and nature of business in which it is engaged in Florida)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
56 JUL -8 PM 5:14  
FILED

**9. Name and Street address of Florida registered agent:**

Name: Edwin F. Blanton, Esq.  
Office Address: 825 Thomasville Road  
Tallahassee, Florida 32303  
Zip Code

**10. Registered agent's acceptance:**

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered agent's signature: 

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

# F 9600000 3450

Edwin F. Blanton  
 Requestor's Name  
 825 Thomasville Road  
 Address  
 Tallahassee, FL 32303 (904) 224-1020  
 City/State/Zip Phone #

00000011: 00000000  
 07/03/96 01002 007  
 \*\*\*\*\*78.75 \*\*\*\*\*78.75

Office Use Only

**CORPORATION NAME(S) & DOCUMENT NUMBER(S), (if known):**

1. BFI Communications, Inc. (Document #)  
 (Corporation Name)
2. \_\_\_\_\_ (Document #)  
 (Corporation Name)
3. \_\_\_\_\_ (Document #)  
 (Corporation Name)
4. \_\_\_\_\_ (Document #)  
 (Corporation Name)

FILED  
 95 JUL -8 PM 5:14  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

- Walk in     
  Pick up time \_\_\_\_\_     
  Certified Copy  
 Mail out     
  Will wait     
  Photocopy     
  Certificate of Status

| NEW FILINGS              |                   |
|--------------------------|-------------------|
| <input type="checkbox"/> | Profit            |
| <input type="checkbox"/> | NonProfit         |
| <input type="checkbox"/> | Limited Liability |
| <input type="checkbox"/> | Domestication     |
| <input type="checkbox"/> | Other             |

| AMENDMENTS               |  |
|--------------------------|--|
| <input type="checkbox"/> | Amendment                              |
| <input type="checkbox"/> | Resignation of R.A., Officer/ Director |
| <input type="checkbox"/> | Change of Registered Agent             |
| <input type="checkbox"/> | Dissolution/Withdrawal                 |
| <input type="checkbox"/> | Merger                                 |

| OTHER FILINGS            |                  |
|--------------------------|------------------|
| <input type="checkbox"/> | Annual Report    |
| <input type="checkbox"/> | Fictitious Name  |
| <input type="checkbox"/> | Name Reservation |

| REGISTRATION/QUALIFICATION |                     |
|----------------------------|---------------------|
| <input type="checkbox"/>   | Foreign             |
| <input type="checkbox"/>   | Limited Partnership |
| <input type="checkbox"/>   | Reinstatement       |
| <input type="checkbox"/>   | Trademark           |
| <input type="checkbox"/>   | Other               |

95 JUL 2 PM 5:19  
 SECRETARY OF STATE  
 TALLAHASSEE, FLORIDA

*Handwritten signature*

XX Give TO XX  
 Garrett

|                     |  |
|---------------------|--|
| Examiner's Initials |  |
|---------------------|--|

**EXHIBIT B**



**FLORIDA TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of Florida by BFI COMMUNICATION, INC. This tariff is on file with the Florida Public Service Commission, and copies may also be inspected, during normal business hours, at the following location: 7060 Miramar Road, San Diego, CA 92121.

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**Issued: November 22, 1996**

**Effective:**

**Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Miramar Road  
San Diego, CA 92121**

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**CHECK SHEET**

The title page and pages 1-31 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

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

\* New or Revised Sheets

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Issued: November 22, 1996

Effective:

Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Miramar Road  
San Diego, CA 92121

**CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS**

**CONCURRING CARRIERS:**

**No Concurring Carriers**

**CONNECTING CARRIERS:**

**No Connecting Carriers**

**OTHER PARTICIPATING CARRIERS:**

**No Participating Carriers**

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**Issued: November 22, 1996**

**Effective:**

**Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Mirmar Road  
San Diego, CA 92121**

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**TARIFF FORMAT**

**Sheet Numbering** - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

**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 Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in the 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.
- 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).

**Check Sheets** - When a Tariff filing is made with the FPSC, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 designed by an asterisk (\*). There will be 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 page is the most current on file with the FPSC.

**APPLICABILITY**

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Florida by BFI COMMUNICATION, INC. (hereinafter "Company").

---

Issued: November 22, 1996

Effective:

Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Miramar Road  
San Diego, CA 92121

**SYMBOLS**

- (D) To signify discontinued material**
- (I) To signify a rate or charge increase**
- (M) To signify material relocated without change in text or rate**
- (N) To signify new material**
- (R) To signify a reduction**
- (T) To signify a change in text but no change in rate or regulation**

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**Issued: November 22, 1996**

**Effective:**

**Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Miramar Road  
San Diego, CA 92121**

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**Issued: November 22, 1996****Effective:**

**Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Miramar Road  
San Diego, CA 92121**

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**Issued: November 22, 1996**

**Effective:**

**Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Miramar Road  
San Diego, CA 92121**



**I. TECHNICAL TERMS AND ABBREVIATIONS**

For the purpose of this Tariff, the following definitions will apply:

**Access Coordination**

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

**Administrative Change**

A change in Customer billing address or contact name.

**Alternate Access**

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

**Application for Service**

A standard Company order form which includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

**ASR**

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

**Authorized User**

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

**Bandwidth**

The total frequency band, in hertz, allocated for a channel.

**Bill Date**

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to and interconnecting telephone company.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Company

**BFI COMMUNICATION, INC.**

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

Customer

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

Customer Premises/Customer's Premises

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with VF Local Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

**Due Date**

The Due Date is the date on which payment is due.

**Expedite**

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

**FCC**

Federal Communications Commission

**FPSC**

Florida Public Service Commission

**Individual Case Basis (ICB)**

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

**Installation**

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

**Interexchange Service**

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

**Interruption**

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company that such Service is inoperative and ending at the time of restoration.

**Kbps**

Kilobits per second.

**LATA (Local Access Transport Area)**

A geographical area established for the provision and administration of communications Service of a local exchange company.

**Local Access**

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

**Local Access Provider**

Local Access Provider means an entity providing Local Access.

**Local Exchange Carrier (LEC)**

The local telephone utility that provides telephone exchange services.

**Mbps**

Megabits per second.

**Multiplexing**

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

**N/A**

Not available.

**Nonrecurring Charges**

Nonrecurring Charges are one-time charges.

**Payment Method**

The manner which the Customer designates as the means of billing charges for Calls using the Company's Service.

**Physical Change**

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

**Point-of-Presence (POP)**

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

**Primary Route**

The route which, in the absence of Customer-designated routing or temporary re-routing, would be used by the Company in the provision of Service.

**Private Line**

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

**Private Line Service**

A dedicated full-time transmission Service utilizing dedicated access arrangements.

**Rate Center**

A specified geographical location used for determining mileage measurements.

**Requested Service Date**

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

**Restore**

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

**Route Diversity**

Two channels which are furnished partially or entirely over two physically separate routes.

**Service**

Service means any or all Service(s) provided pursuant to this Tariff.

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BFI Communication, Inc.  
7060 Mirmar Road  
San Diego, CA 92121

**Service Commitment Period**

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

**Special Promotional Offerings**

Special trial offerings, discounts, or modifications of its regular Service offerings which the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

**Start of Service Date**

The Requested Service Date or the date Service first is made available by the Company whichever is later.

**Tariff**

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the FPSC.

**Toll Call**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the local exchange telephone company.

**Transmission Speed**

Data transmission speed or rate, in bits per seconds (bps).

**Two-Way Conversation**

A Two-Way Conversation is a telephone conversation between or among two or more parties.

**VF**

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000 hertz frequency band.

**2. RULES AND REGULATIONS**

**2.1. Description and Limitations of Services**

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff. The Company will provide Service to the public by reselling services purchased from underlying facilities based carriers.**
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.**
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.**
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.**
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:**
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or**
  - 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.**
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.**
- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation. Restoration of Service will be done in accordance with the Commission's rules and regulations.**
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.**

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- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10 Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.
- 2.2 Other Terms and Conditions
- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any servicemark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.
- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

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- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10 The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.3. Liability
- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. With respect to the Services contained herein and except as otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.

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- 2.3.3. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all time in full force and effect until modified in writing.
- 2.3.7. The Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THE COMPANY'S LIABILITY, IF ANY, WITH REGARD TO THE DELAYED INSTALLATION OF THE COMPANY'S FACILITIES OR COMMENCEMENT OF SERVICE SHALL NOT EXCEED \$1,000. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT

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LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.

- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) the sum of \$1,000.00.
- 2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.10. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.
- 2.4. Cancellation of Service by a Customer
- 2.4.1. If a Customer cancels a Service order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

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**2.5. Cancellation for Cause by the Company**

**2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice shall be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.**

**2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:**

**2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);**

**2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);**

**2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);**

**2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;**

**2.5.2.E. in the event of unauthorized use.**

**2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone end user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.**

- 2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.
- 2.6. Credit Allowance
- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service which is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware 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 within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

**Credit Formula:**

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

**"A"** = outage time in hours**"B"** = total monthly charge for affected facility**2.7. Use of Service**

2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.

2.7.2 Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

2.7.2.A. One joint user or Authorized User must be designated as the Customer.

2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User which has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

2.7.3. In addition to the other provisions in this Tariff, Customers reselling company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

2.7.5 The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges

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**2.8. Payment and Billing**

**2.8.1** The following rules apply only to the Carrier's resold interexchange services and will govern payment and billing practices of the Carrier, unless inconsistent with any rule, order or regulation of the Commission. In the case of any inconsistency, the rule, order, or regulation of the Commission, or other provision of law, shall prevail.

**2.8.a.** Service is provided and billed on a billing cycle basis, beginning on the date that the service becomes effective. Billing is payable upon receipt. A late payment charge of 1.5% per billing cycle and 18% per annum, or the maximum amount otherwise allowed by law, will accrue upon any unpaid amount commencing Twenty Eight (28) Days after rendition of bills.

**2.8.b.** The customer is responsible for payment of all charges for service and facilities furnished by the Carrier to the customer, as well as, all charges for services and facilities furnished by the Carrier to all persons using the customer's codes, premises, facilities, or equipment, with or without the knowledge or consent of the customer. The security of the customer's authorization codes, premises, switched access connections, and direct connect facilities is the sole responsibility of the customer. All calls placed using such direct connect facilities, authorization codes, premises, or switched access connections will be billed to, and must be paid by, the customer. Recurring and non-recurring charges are billed in arrears.

**2.8.c.** All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Carrier in writing within Twenty Eight (28) Days after such bills are rendered.

**2.9.d.** Carrier shall be entitled to revise bills previously rendered to adjust for previously unbilled service, or to adjust upward a bill previously rendered, for a period equivalent to the applicable contract law statute of limitations.

**2.9.e.** 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 the next month's charges and if necessary, a new advance payment will be collected for the next month.



2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

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

2.8.7. Company will not require deposits or advance payments by Customers for Services.

2.9. Local Charges

2.9.1. In certain instances, customers may be subject to local telephone company charges or message unit charges to access the Carrier's terminal. Carrier is not responsible for any such local or message unit charges incurred by customer in gaining access to Carrier's terminal.

2.10. Assignment

2.10.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

2.11. Taxes

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

2.11.2 If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

2.11.3 If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

2.11.4 When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

2.12. Method for Calculation of Airline Mileage

2.12.1 The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

*the square root of:* 
$$\frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

|          |          |          |
|----------|----------|----------|
| Example: | <u>V</u> | <u>H</u> |
| City 1   | 5004     | 1406     |
| City 2   | 5987     | 3424     |

*the square root of:* 
$$\frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number, therefore, the airline mileage for this example is 710 miles.

2.13. Time of Day Rate Periods

2.13.1 Time of Day Rate Periods are determined by the time of day at the location of the Calling station.

The rates shown in Section 4 apply as follows:

**DAY:** From 8:01 AM to 5:00 PM Monday - Friday  
**EVENING:** From 5:01 PM to 11:00 PM Monday - Friday and Sunday  
**NIGHT/  
WEEKEND:** From 11:01 PM to 8:00 AM Everyday  
From 8:01 AM to 11:00 PM Saturday  
From 8:01 AM to 5:00 PM Sunday

**2.14. Special Customer Arrangements**

2.14.1 In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements.

**2.15. Inspection**

The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

**2.16. Deposits**

The Company does not require a deposit from the customer.

**2.17. Employee Concessions**

The Company does not offer concessions to employees.

**2.18. Hearing/Speech Impaired Provisions**

2.18.1. For purposes of this tariff, the definitions of impaired refers to those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

2.18.2. Residential impaired customers or impaired members of a customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory

assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines maintained for the benefit of the impaired may receive a discount off their message toll service rates.

**2.19. Rules for Special Rates for Handicapped Customers**

**2.19.1. Sometimes IXCs are reluctant to offer discount rates for special groups without specific justification. In such cases, it is sometimes helpful citing the exact rule requiring IXCs to offer the discount.**

**Below are Sections of the Florida Rules concerning handicapped hearing/speech impaired persons and discounts on toll calls using the telecommunications relay service.**

**2.19.a. Sometimes IXCs are reluctant to offer discount rates for special groups without specific justification. In such cases, it is sometimes helpful citing the exact rule requiring IXCs to offer the discount.**

**2.19.b. Hearing/Speech Impaired Persons says "Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls. These discounts shall be offered by all interexchange carriers and LECs."**

**2.19.c. Operation of Telecommunications Relay Service says "For intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay calls shall discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that were either the calling or called party indicates that 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. In the case of a tariff which includes either a discount based on number of minutes or the purchase of minutes in blocks, the discount shall be calculated by discounting the minutes of relay use before the tariffed rate is applied.**

**2.19.d. Discounts for Hearing Impaired Customers: Intrastate toll message rates 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.**

**2.19.e. Director Assistance Charges for Handicapped Persons: Pursuant to Florida Public Service Commission Rules and Regulations, Company will not charge for the first 50 directory assistance calls made each month by a handicapped person.**

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**Issued: November 22, 1996**

**Effective:**

**Issued by: Adib Mahdi, Treasurer  
BFI Communication, Inc.  
7060 Mirmar Road  
San Diego, CA 92121**

**2.20. Rate Quotes**

Rate quotes will be provided to end users from 8:00 a.m. to 5:00 p.m. Central Time, Monday through Friday by dialing 800/771-1334.

**2.21. Bad Check Charges**

The Company does not charge Customers for checks that are returned.

**2.22. Usage Charges Rounding**

The charges for all calls during a billing month will be totalled. If the total charge includes a fraction of a cent, the fraction is rounded to the next whole cent (e.g., \$4,101.345 would be rounded to \$4,101.35.).

**2.23. Directory Assistance Service**

The Company does not offer directory assistance at this time.

**2.24. Special Contracts**

2.24.1. Carrier may enter into contracts with end users such as hotels, or special categories of users, wherein additional discounts may be provided for volume use categories of users, wherein additional discounts may be provided for volume use or to reflect services performed for the Carrier by such users.

2.24.2. The Company will, from time to time, offer special contract and/or 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.

**2.25. Service Agreement**

The name(s) of the customer(s) desiring to use the services must be set forth in the Service Agreement. An executed Service Agreement and letter of Agency is required to initiate service.

**3. SERVICE AND DESCRIPTION OF RATES**

**3.1. Wide Area ("WATS") and Message ("MIS") Telecommunications Services**

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call completion is completed by underlying carrier.

**3.2. Timing of Calls**

3.2.1. Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. Chargeable time for all calls ends when one of the parties disconnects from the call. There are no billing charges applied for incomplete calls.

3.3. **PROGRAM SERVICE** 1+ Switched Outbound Services: Company's 1+ switched outbound services permit outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends. The minimum call duration for billing purposes is eighteen (18) seconds. Usage is measured thereafter in six (6) second increments and rounded to the next higher six (6) second period.

**EVENING/NIGHT/WEEKEND**

| Mileage | Initial 18 Seconds | Additional 6 Seconds |
|---------|--------------------|----------------------|
| ALL     | \$0.0507           | \$0.0169             |

3.4. **PROGRAM SERVICE** Dedicated Outbound Service: Dedicated outbound service permits outward 1+ calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. High Volume Customers may elect Dedicated Access 1+ Service. Customer selecting this Service shall commit to utilize the Company's Service for a specified terms, and shall agree to pay any applicable local loop charges.

| Mileage | Initial 18 Seconds | Additional 6 Seconds |
|---------|--------------------|----------------------|
| ALL     | \$0.0507           | \$0.0169             |

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Effective:

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BFI Communication, Inc.  
7060 Mirmar Road  
San Diego, CA 92121

- 3.5. **PROGRAM SERVICE** Calling Card Service: The Company's Calling Card Service is a customized calling card service with features including voice response or touch-tone dialing. Customers may pay both a per card surcharge and a measured usage charge for each call. Customers access the service through an "800" number established by the Company. The Company may charge an activation fee of \$5.00. The Company will access a surcharge of \$0.00 to \$2.50 in addition to the rates shown below, depending on the program selected. The charges for Calling Card Service are calculated on the basis of each complete call. The minimum call duration for billing purposes is sixty (60) seconds. Usage is measured thereafter in sixty (60) second increments and rounded to the next higher sixty (60) second period.

| <b>Mileage</b> | <b>Initial 18 Seconds</b> | <b>Additional 6 Seconds</b> |
|----------------|---------------------------|-----------------------------|
| ALL            | \$ .105                   | \$ .035                     |

3.6. **Special Promotional Offerings**

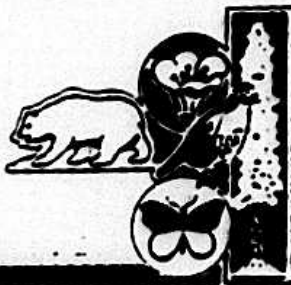
- 3.6.1 The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by the Commission. All promotions shall include exactly what charges are being reduced or waived, who is eligible, what customers have to do to be eligible, and the starting and ending date of such promotion. Individual customers may not receive such reduced rates for more than 90 days per a 12 month period.

3.7. **Emergency Calls**

- 3.7.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

**EXHIBIT C**





State  
of  
California  
SECRETARY OF STATE

CORPORATION DIVISION

1922003

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

APR 26 1995



*Bill Jones*

Secretary of State

1922003

ARTICLES OF INCORPORATION  
OF  
BFI COMMUNICATION, INC.

ENDORSED  
FILED  
In the office of the Secretary of State  
of the State of California

APR 26 1995

*Bill Jones*  
BILL JONES, Secretary of State

I.

The name of this corporation is:

BFI COMMUNICATION, INC.

II.

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III.

The name and address in the State of California of this corporation's initial agent for service of process is:

Adib K. Mahdi  
4427 Rainier Street  
San Diego, California 92120

IV.

This corporation is authorized to issue only one class of shares; and the total number of shares which this corporation is authorized to issue is one million (1,000,000).

V.

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VI.

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) to the fullest extent permissible under California law.

VII.

Any repeal or modification of the provisions of Articles V or VI or this Article VII by the shareholders of the corporation shall not adversely affect any right or protection of a director or agent of this corporation existing at the time of such repeal or modification.

Dated: April 26, 1995

  
\_\_\_\_\_  
Adib Mahdi, Incorporator



**DR. A. MUHAMMAD MAHDI**  
**CHAIRMAN/FOUNDER BFIC, INC.**

Dr. Mahdi has marketed one of the most successful long distance Affinity Group Programs in the history of the Telecommunications Industry. This revolutionary program generated \$1 Million in monthly billings the first 10 days; over 20 different national and international charities benefitted financially from these efforts. Dr. Mahdi has been recognized by leaders nationally and internationally for his extensive and humanitarian works and accomplishments in the Middle East and Africa. His business environment consists of U.S. and foreign manufacturers/service companies in the development of business for effective technology transfer to developing nations.

For over 13 years as Business Manager for Muhammad Ali and Special Consultant to the Muhammad Ali Foundation, he initiated, received and developed contact with heads of state, government, and religious leaders nationally and internationally, and the Who's Who of the business world in over 150 cities worldwide. As spokesman for Mr. Ali and the Muhammad Ali Foundation with the print media, radio and television. Dr. Mahdi has been recognized by the United States Government as a 'Foreign Affairs Expert.'

Upon request from President Ronald Reagan, Dr. Mahdi lead a delegation to Beirut, Lebanon to successfully negotiate saving the lives of the seven American hostages. Dr. Mahdi was again asked by the US Government to participate in the TWA Hostage crisis also in Beirut in which he successfully negotiated with the Israeli Government to get the release of over 200 detainees that were held in Israel. Dr. Mahdi organized an American Business delegation to the Middle East to present a \$5 Billion Goodwill Investment Package after the Gulf War with American Express and other US Companies. This delegation had the endorsement of Senator Bob Dole, Senator Orrin Hatch, Senator Alan Simpson and others. Dr. Mahdi was involved in the cease-fire negotiations between leaders of The Sudan and the rebel leaders in the south. This cease-fire allowed World Vision and other Relief Organizations to deliver food and supplies to 8 Million starving Sudanese. He is able to bridge communication between business, religion and government both nationally and internationally. His extensive contacts and experience in bilateral negotiations are solid assets for the executive oversight and direction of BFIC and the Muslim Communication Network.

# **BFIC, INC.**

## **BOARD OF DIRECTORS**

**Dr. Muhammad Mahdi  
Bishop George McKinney  
Dr. Clifton Davis  
David Valladolid  
Mohamed Usman  
Joel San Juan  
Fred Gambrell**

**Dr. Mahdi has marketed one of the most successful long distance Affinity Group Programs in the history of the Telecommunications industry. Dr. Mahdi has been recognized by leaders nationally and internationally for his extensive and humanitarian works and accomplishments. For over 13 years as Business manager for Muhammad Ali and Special Consultant to the Muhammad Ali Foundation, he initiated, received and developed contact with heads of state, government and religious leaders worldwide. Dr. Mahdi has been recognized by the United States Government as a "Foreign Affairs Expert". He has undertaken international requests from Presidents Ronald Reagan and George Bush. Dr. Mahdi has led international business and humanitarian delegations with the endorsement of Senator Bob Dole, Senator Orrin Hatch, Senator Alan Simpson and a host of other American Policy makers. Dr. Mahdi is able to bridge communication between business, religion and government both nationally and internationally.**

**Bishop George McKinney is the head of the 2nd Jurisdiction of Church of God in Christ in Southern California; he heads 158 Churches and 80,000 Members. The Church of God in Christ has a national membership of 4.5 Million Members, Bishop McKinney is on the Board of many of the National Church Organizing Committees. Dr. McKinney is a board member of NEA/NBEA, the largest Religious Evangelical Association in America (Membership of Billy Graham, Oral Roberts etc., as well as 75% of Christian Colleges, Christian Newspapers and Television/Radio). In 1995 Honored by Governor Pete Wilson as "Mr. San Diego", an award presented to the likes of distinguished individuals such as Mrs. Helen Copley (Copley News Service, San Diego Union); Mrs. Joan Kroc (MacDonalds); and Mr. C. A. Smith (1st National Bank).**

**Dr. Clifton Davis is a non-denominational minister who is also Vice Chancellor of Elizabeth City State University. Dr. Davis is also an award winning actor, a singer and motivational speaker. Dr. Davis is a spokesperson for World Vision (A Christian Humanitarian International Relief agency with nearly a \$1 Billion yearly humanitarian budget). Dr. Davis is also the print and media spokesperson for BFIC, Inc.**

**David Valladollid is a dynamic administrator that is know throughout California and the National Hispanic Coalition. He is Policy Administrator of the United Domestic Workers of America, and has was appointed as California Senior Deputy Labor Commissioner and Consultant for the State of California Department of Fair Employment and Housing. Mr. Valladollid has been Chief of Staff to Assembly member Peter R. Chacon, one of the longest running government officials in California. He has also served Mayor Willie Brown of San Francisco when Mayor Brown was the Speaker of the California Legislature. Mr. Valladollid is the Head of the Latino Coalition, a Network of 37 Southern California Charities. He is also an influential Board member of the Hispanic Chamber of Commerce.**

**Mohammed Usman is a National Board member of the American Muslim Alliance (A Coalition of over 2 Million Muslims throughout America), and is Head of American Muslim Alliance in San Diego. Mr. Usman also is a Board member of the Pakistani Association and is assisting BFIC as National Director of the Project to secure the Long Distance of over 7 Million Muslim Americans. He has been active in the La Jolla Town Council as well as the La Jolla Chamber of Commerce.**

**Joel San Juan sits on the Board of the Association of California Clinics which assists over 500 California Medical Clinics. Mr. San Juan is the Director of the Samahan Clinic of San Diego. He is the Head of the Southern California Filipino Community. He has been responsible for the distribution of Medical supplies and medicines to the areas throughout the world that have been devastated by war and poverty.**

**Fred Gambrell is presently assisting the Martin Luther King Center for Non-Violent Social Change as sole licensing agent for the Center with their preparations for the Martin Luther King National Park and the Olympics in Atlanta. Mr. Gambrell is one of the brightest stars in American mass merchandising and advertising. He has developed National campaigns for Pepsi Cola and Michael Jackson, Chrysler Corporation, Johnson & Johnson Company, Apple Computer, Colgate, Ralston Purina, General Foods, Monroe Automotive and K Mart Corporation.**



**DR. A. MUHAMMAD MAHDI**  
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**F.R. Gambrell**

## **Career Highlights**

**Professional Business Consultant to Fortune 100 Companies:**

**Monroe Automotive Equipment Co ; Monroe Shocks  
Worlds Largest Shock Absorber Manufacturer.**

**Accountabilities:** Consultant to Vice President of Marketing and Sales,  
for world wide operations  
**Region of Focus:** Continental United States and Canada.  
**Responsibility:** Develop Consumer Programs for Retail Segment of  
Monroe's business. Conduct quantitative testing  
of consumer programs and advertising mediums used.  
Developed and evaluated reorganization strategies for  
utilization of human resources in the sales/marketing area.  
Developed Financial and Operational gameplans for 500  
million dollar operation.

**Contract period:** 1986-1991

**Coors Beer Co.  
Brewery of Fine Beers.**

**Accountabilities:** Consultant to Vice President of Expansion, (eastern focus)  
**Region of Focus:** Chicago & Detroit A.D.I.  
**Responsibility:** Develop Community Relation Programs to diffuse negative  
pubic relations image, therefore, allowing greater marketing  
success with the eastern expansion.

**Contract Period:** 1985-1986.

**K Mart Corporation:  
Mass Merchandiser Retail**

**Accountabilities:** Consultant to Vice President of Public Affairs  
**Region of Focus:** Continental United States, Minority dominated  
A.D.I. markets  
**Responsibility:** Develop Black Consumer Market program to  
create involvement for K Mart Corporation with  
Martin Luther King Holiulay Celebration.

**Contract Period:** 1985-1986



**Chevrolet Pontiac Canada Group  
General Motors Corporation**

**Accountabilities:** Consultant to Director of Community Affairs  
**Region of Focus:** Pontiac, Michigan  
**Responsibility:** Developed strategic plan to support the Mayor of Pontiac, a political supporter of G.M., in the middle of major plant closings within the city.  
**Contract Period:** 1986-1987.

**Other Fortune 100 Companies Consulted in Marketing Areas:**

**Pepsi Cola , Apple Computer, Colgate, Kellogg Purina, and General Foods.**

**Employment Overview:**

**Pepsi Cola Company 1982-1986**

**Positions held:** Division Analyst (680 Million Dollar Operation)  
Vice President Trade Development (Assistant to Division Vice President)

**Accountability:** Marketing, Sales, Finance

**Johnson & Johnson Company 1980-1982**

**Positions held:** Territory Manager/Field Sales  
Product Management

**Accountability:** Marketing and Sales to Surgeons

**Scott Paper Company**                      1978-1980

**Positions held**                      **Territory Manager/Field Sales**  
**Product Brand Management**

**Accountability:**                      **Marketing and Sales of Consumer Products**  
**to Grocery Chains**

**Chrysler Corporation**                      1973-1978

**Positions held:**                      **Inventory Clerk/ Glass Plant Production**  
**Transportation Clerk/ interplant Transportation**  
**Fleet Maintenance Administrator**  
**Assistant to Plant Superintendent**  
**Employee Benefits Administrator**  
**Corporate Liaison Representative to Plant**  
**Operations for resolve and interpretation of**  
**U.A.W. arbitration issues.**

**Accountability:**                      **Junior executive program for college students,**  
**I worked full time a Chrysler Corporation while**  
**in college. Chrysler paid for a major portion of my**  
**college education.**

**Education:**

**University of Michigan**                      **Ann Arbor, Michigan**

**Masters Degree in Business Administration**  
**Bachelors Degree in General Studies**

**Chrysler Institute**                      **Highland Park, Michigan**

**Certified in Insurance/Benefit Administration**  
**Certified in Production/Plant Operations**

**Johnson & Johnson**                      **Randolph, Mass.**

**Certified in Surgical & Medical Instrumentation**

## VITA

David Valladolid  
3704 Glen Verde Court  
Bonita, CA 91902  
H-(619) 267-9891  
W-(619) 263-7254

### A. PROFESSIONAL:

(1) Policy Administrator; *United Domestic Workers of America-1994-Present*. Duties: Manage San Diego UDW Headquarters office, develop organizing campaigns and political research/strategies for the Union, Lobby California State Legislature and Board of Supervisors in fifteen California counties to establish (contract-out/privatize) a Managed Care, Capitation component in their "In Home Supportive Services" program, and coordinate field organizing activities in six other California counties.

(2) Legislative Consultant to Speaker Willie Brown; *California State Assembly-1992 to 1994*. Duties: Research, analyze and draft Legislation, research a variety of issues, represent Speaker Brown at community meetings and functions, assist local Democratic Assembly members on special projects; organize seminars, community forums, and press conferences, etc.

(3) Chief of Staff to Assemblymember Peter R. Chacon; *California State Assembly-1989 to 1992*. Duties: Manage local District office; coordinate constituent work with staff, represent Assembly Chacon at community functions, forums, receptions, etc. Special Liaison to the Committee on Elections and Reapportionment; coordinated public hearings throughout California, outreach to community organizations, and testified before numerous city councils and county board of Supervisors. Supervised a staff of eight in both the San Diego and Sacramento offices.

(4) Senior Deputy Labor Commissioner; *State of California, Department of Industrial Relations-1985 to 1989*. Duties: Managed five offices (coastal region) from Inglewood to Santa Maria for the Labor Commission, Bureau of Field Enforcement. Supervised twenty staff (15-Deputy Labor Commissioners and (5) support staff); hired, trained, coordinated field enforcement activities. Produced statistical reports, market analysis, case management. Consultant to private industry on California labor laws and legal requirements.

(5) Consultant; *State of California, Department of Fair Employment and Housing-1979 to 1985*. Duties: Investigated cases of alleged discrimination in employment and housing. Prepared cases for legal hearings and conducted conciliation conferences to settle cases (maintained the highest settlement and collection rate in the state for (4) years.) Consultant and lecturer to private companies on affirmative action plans and employment laws.

2 of 2

(6) **Program Administrator**; County of San Diego, Probation Department (Youth Employment & Training Program) 1975 to 1979. Duties: Supervised a staff of 15—hired, trained, and coordinated program activities; client counseling, job placement, and contract compliance. Negotiated On The Job Training contracts with private companies and monitored those agreements.

**B. EDUCATION:**

- (1) AA Degree, Liberal Arts--1972, San Diego City College
- (2) BS Degree, Public Health/Psychology--1975, San Diego State University.

**C. COMMUNITY BOARDS:**

- (1) Vice Chair, Chicano Federation, Inc., Board of Directors-1985 to Present
- (2) Vice Chair, Samahan Clinic, Board of Directors-1990 to Present
- (3) Founding Member & Chair, Leadership Training Institute-1989 to Present

**D. POLITICAL APPOINTMENTS & ELECTIONS:**

- (1) Commissioner, San Diego City Human Relations Committee-Appointed by Mayor Golding
- (2) Chair, Legislative Committee, State Democratic Party-Appointed by Chair Bill Press
- (3) Chair-Resolution Committee, State Democratic Party-Appointed by Chair Phil Angeletis
- (4) Elected-Delegate of the Democratic National Convention-1992
- (5) California participant to Washington D.C.'s Conference on Hispanic Issues and a White House Reception to celebrate Hispanic Heritage Month-1994
- (6) Elected Statewide President of CAFE de California, Inc.-Hispanic State Employees-1986
- (7) Candidate-California State Assembly, 79th District-1994

**E. POLITICAL & COMMUNITY INVOLVEMENT:**

- (1) Founder and Chair Project ONE VOTE!, San Diego-1990-92
- (2) Founder and Co-chair San Diego Law and Justice Coalition-1980-1990
- (3) Chair-Operation 1000: SD County-Latino Voter Registration Project-1996
- (4) President: SD Latino/Latina Unity Coalition-40 Latino Organizations-1991-present
- (5) Motivational Speaker & Lecturer at local, state & national conferences & colleges
- (6) Secretary SD Chapter of LCLAA-Labor Council for Latin American Advancement

**F. BUSINESS ACTIVITIES:**

- (1) BFIC/Uni-Net, Inc.-Board of Directors-1995-96  
Developed the "Latino Telecommunication Network" (LTN)
- (2) ACCION, International, Director: SD-ME Study, that developed the Micro-Lending Enterprise Program in San Diego County-1993-94

**G. MILITARY:**

- (1) U.S. Army, Infantry-Viet Nam, 1968-69
- (2) Purple Heart Recipient and Honorable Discharge, 1970
- (3) Member of Veterans of Foreign Wars, Post 7420

- *Resume of Vincent Albanese*  
*San Diego, California 91902. Tel: (619) 267-2165*

## VINCENT ALBANESE

### C A R E E R B A C K G R O U N D

1957 - 1965

#### RESTAURATEUR

Owner and operator of two successful family restaurant establishments in San Diego, California

1960 - 1971

#### REAL ESTATE AGENT

Salesperson with the Paul Miller Company in San Diego, California. Received "Salesperson Of The Month" honor on eleven occasions and "Salesperson Of The Year" honor on four occasions

1971 - 1993

#### DEVELOPER / INVESTOR

### S U M M A R Y O F D E V E L O P M E N T S

- 140 Apartment Units - National City, California
- 72 Apartment Units - National City, California
- 32 Apartment Units - Chula Vista, California
- 136 Apartment Units - Chula Vista, California
- 106 Apartment Units - Cathedral City, California
- 160 Apartment Units - Lakeside, California
- 92 Apartment Units - San Diego, California
- 112 Condominium Units - Chula Vista, California
- 77 Condominium Units - Chula Vista, California
- 39 Detached Homes - Bonita, California
- 4,000' Commercial Restaurant Building - Chula Vista, California

.39 Unit Motel - Chula Vista, California

4000 Acre Industrial Land - Otay Mesa, California

1980 - Present

### **TELECOMMUNICATIONS**

**Founded InterPac Telecommunications in 1986. A pay telephone communication corporation with over 300 pay telephones located in San Diego county.**

**Partner in Connect America since 1994. A pay telephone communication corporation with over 750 pay telephones located throughout the western states.**

**Partner and advisor in BFIC since 1995. A long distance telephone service corporation providing long distance telephone service to business and residential customers throughout the United States.**



**MOHAMMED H. USMAN**  
**EXECUTIVE DIRECTOR, M.E.C.C.A PROJECT**

Born in India, raised in Pakistan and educated in U.S.A. at California Polytechnic State University with a Degree in Architectural Design.

Mohammed Usman is past President of the Islamic Center of San Diego, was directly responsible for the establishment of the 1st Masjid built in San Diego, the fifth largest city in America; Co-founder of Pakistan American Cultural Association in San Diego; Past President, Bosnia Task Force of San Diego, was a driving force in the March on Washington to persuade the USA government to change its policy on Bosnia; President of American Muslim Alliance, San Diego Chapter; Member of La Jolla Town Council and Ambassadors Journal of Who's Who of La Jolla, the richest city in the United States; Member of National Association of Quick Printers, Member of Federation of Independent Businessmen. He is presently C.E.O. of COPY COVE, a printing and graphics firm in La Jolla, California, the oldest and most successful of its kind.

He brings BFIC and the Muslim Communication Network a rich culture of hard work for successful business development, social consciousness and a deep religious commitment for personal and community growth. His integrity is acknowledged nationwide and his commitment to the plight of others is recognized by leadership nationally and internationally.

Mohammed Usman is well respected nationally in Muslim as well as Non Muslim Communities. He is know as a righteous man, an honorable man, a generous man and with unlimited devotion to the establishment of proper Islamic growth in America with an inexhaustible desire to better the condition of Muslims, Worldwide.



**A. MU'ATH MUQTASID**  
**MANAGER, M.E.C.A PROJECT**

Mr. Muqtasid has for past the 20 years worked in the area of development of business, social and religious cooperation nationally and internationally. He has held important positions in a number Masajid in the Southern California area and has been host to numerous Islamic dignitaries for many years, he had been given the position of orientation and direction to new Muslim converts. He has always for the Sake of Allah been involved in the development of Islamic Unity and Cooperation between American Converts, Immigrant Muslims, Muslim Students, and Businessmen, with Muslim nations. From 1974 to the present he has helped to introduce many Non-Muslims to the Qur'an and Sunnah, including family, friends, USA Presidents, Senators, Representatives, UN Ambassadors, Governors, Mayors, Judges, Law Enforcement Personnel, Educators, Business Associates, and all strata of personal contacts.

Mr. Muqtasid has directed and successfully managed one of the largest Affinity Long Distance Programs in Telecommunication Industry history. Mr. Muqtasid co-founded a corporation designed for the purpose of international technology transfer for the brokerage of technical systems to the Middle East and North Africa. He was co-sponsor of two international business/social conferences whose purpose was to develop closer USA/Middle East and Africa business and cultural relations. Since 1980 Mr. Muqtasid has assisted Muhammad Ali and A. Muhammad Mahdi with Projects for the purpose of Islamic Propagation and Dawah, nationally and internationally.

Born in Europe, Mr. Muqtasid has also lived in other European countries, in Africa and the Middle East and he has studied Arabic Language and Religious Study at the oldest university in the world, Al Azhar in Cairo. Mr. Muqtasid brings to BFIC, Inc. and the Muslim Communications Network a storehouse of cultural and linguistic interaction and advantages; in business, as well socially and religiously.



## CLIFTON DAVIS BIOGRAPHY

Clifton Davis is truly a "Renaissance Man". As an actor, composer, producer, author, lecturer, and minister, he has entertained, and effected the lives of thousands. This season Mr. Davis returned to the New York stage appearing in the sell-out hit drama, "Haggood" at The Lincoln Center's Newhouse Theater, a spy thriller written by Mr. Tom Stoppard.

Mr. Davis is probably best known for his role as Reverend Reuben Gregory on the popular NBC television series, "Amen." He has also starred in "The Melba Moore & Clifton Davis Show" (CBS) 1972 and "That's My Mama" (ABC) 1974-1976. Over the years he has guest-starred in such made-for-TV movies as "Dream Date" with "The Cosby Show's" Tempestt Bledsoe, "Little Ladies of the Night," "Cindy," "Murder at the Supercome," "Scott Joplin," "Don't Look Back," and "The Night the City Screamed."

Other television credits include "The John Larroquette Show", "The Love Boat," "Vegas," "Police Story," and almost every major talk show including "The Tonight Show," "Live! with Regis and Kathie Lee," "Oprah," and "The Arsenio Hall Show." He has also hosted and served as presenter on numerous award shows and television specials.

Mr. Davis began his illustrious career in the theatre. As one of the stars of Broadway's Tony Award-winning hit musical, "Two Gentlemen of Verona," where he received a Tony nomination for Best Actor in a Musical. Other Broadway credits include "Hello Dolly!", "Jimmy Shine" and "The Engagement Baby," and "Look to the Lilies."

He has also been seen Off-Broadway in "How to Steal an Election," Lorraine Hansberry's "To Be Young, Gifted, and Black," Pulitzer Prize-winning "No Place to be Somebody," "Horseman Pass By," Leroi Jones' "Dutchman" and "The Slave," Ionesco's "Hunger and Thirst," and "Slow Dance on the Killing Ground." Mr. Davis won a Theatre World Award for his performance in the Off-Broadway Gershwin revue "Do It Again." He has toured with "Guys and Dolls" in Las Vegas, "Daddy Goodness" in Philadelphia and Washington and co-starred with Lena Horne in "Pal Joey" in Los Angeles.

No stranger to the music industry, Davis is an accomplished composer and received a Grammy nomination in 1971 for his number one hit song "Never Can Say Goodbye." As a singer and recording artist himself, Davis enjoyed success with his gospel album "Say Amen" on Benson Records.

Mr. Davis served as Honorary Membership Chairman of the National PTA from 1989-91, and is a board member of the Ronald McDonald House in Riverside, CA. He is also on the advisory council for The Children's Defense Fund. Davis has received dozens of awards for his ardent support and service to the U.N.C.F., the N.A.A.C.P., the Cerebral Palsy Foundation, just to name a few. Davis has hosted numerous telethons and is a celebrated Master of Ceremonies and public speaker on drug abuse and civic issues.

Most recently, Mr. Davis has been named Vice Chancellor for Development and Planning at Elizabeth City State University in North Carolina.

Davis holds a B.A. in Theology from Oakwood College in Huntsville, Alabama, and a Master of Divinity degree from Andrews University in Berrien Springs, Michigan. He has also received an Honorary Doctor of Humane Letters degree from Lincoln University in Pennsylvania.

Mr. Davis has three children - sons, Noel and Ryan, and a daughter, Holly.

**EXHIBIT D**

**B.F.I.C., Incorporated**  
**Balance Sheet**

APRIL 30, 1996

**ASSETS**

**Current Assets**

Cash \$125,000  
Inventory 50,000

**Total Current Assets** \$175,000

**Fixed Assets**

Real Estate \$1,050,000  
Vehicles 124,000

**Total Fixed Assets** \$1,174,000

**Other Assets**

Goodwill 6,000,000

**TOTAL ASSETS** \$7,349,000

**LIABILITIES**

**Current Liabilities**

Accounts payable \$25,000  
Short-term notes 350,000

**Total Current Liabilities** \$375,000

**Long-term Liabilities**

Mortgage \$580,000  
Other long-term liabilities 19,000  
**Total Long-term Liabilities** \$599,000

**Shareholders' Equity**

Capital stock \$6,375,000  
Retained earnings 0  
**Total Shareholders' Equity** \$6,375,000

**TOTAL LIABILITIES & EQUITY** \$7,349,000

**B.F.I.C., Incorporated**  
**Balance Sheet**

APRIL 30, 1998

**ASSETS**

**Current Assets**

Cash \$125,000  
Inventory 50,000

**Total Current Assets** \$175,000

**Fixed Assets**

Real Estate \$1,050,000  
Vehicles 124,000

**Total Fixed Assets** \$1,174,000

**Other Assets**

Goodwill 6,000,000

**TOTAL ASSETS** \$7,349,000

**LIABILITIES**

**Current Liabilities**

Accounts payable \$25,000  
Short-term notes 350,000

**Total Current Liabilities** \$375,000

**Long-term Liabilities**

Mortgage \$580,000  
Other long-term liabilities 19,000  
**Total Long-term Liabilities** \$599,000

**Shareholders' Equity**

Capital stock \$8,375,000  
Retained earnings 0  
**Total Shareholders' Equity** \$8,375,000

**TOTAL LIABILITIES & EQUITY** \$7,349,000