



ORIGINAL FILE COPY

DEPOSIT TREAS. REC. DATE

D432 JAN 03 '97

970017-TI

210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200  
  
Tel: 407-740-8575  
Fax: 407-740-0613

January 2, 1997  
**OVERNIGHT**

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of Matdil Enterprises, Inc. d/b/a Ocean Communication for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Matdil Enterprises, Inc. d/b/a Ocean Communication for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

*Monique Byrnes*

Monique Byrnes  
Consultant to  
Matdil Enterprises, Inc.  
d/b/a Ocean Communications

cc: C. Robles, Matdil  
file: Matdil - FL  
tms: FL97000

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- WAS \_\_\_\_\_
- OT- \_\_\_\_\_

Check received with filing and forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check to R/ in proof of deposit.  
Initial: person who forwarded check  
*A9.*

DOCUMENT NUMBER-DATE  
**00051 JAN-36**  
FPSC-RECORDS/REPORTING

ORIGINAL  
FILE COPY

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF COMMUNICATIONS  
BUREAU OF SERVICE EVALUATION

APPLICATION FORM  
for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE  
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Boulevard  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251

FORM PSC/CMU 31 (11/95)

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

DOCUMENT NUMBER-DATE

00051 JAN-35

ESCC RECORDS/REPORTING

1. Select what type of business your company will be conducting (check all that apply):

- Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXC's; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

FORM PSC/CMU 31 (11/95)

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

2. This is an application for:

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a noncertificated company)
- Approval for transfer of control (To another certificated company.)

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

Matdil Enterprises, Inc.

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

Ocean Communications

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

Matdil Enterprises, Inc.  
12386 S.W. 82 Avenue  
Miami, Florida 33156

Telephone: (305) 252-4990  
Facsimile: (305) 252-2770

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

Matdil Enterprises, Inc.  
12386 S.W. 82 Avenue  
Miami, Florida 33156

7. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other, \_\_\_\_\_
- Corporation
- Foreign Partnership
- Limited Partnership

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners 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.
- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. If incorporated, please give:

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

Corporate charter number: P94000034066 .

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

Carrie Robles  
8270 S.W. 119th Street  
Miami, Florida 33156

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

Fictitious name registration number: G96306000168

(d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

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

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Monique Byrnes  
Consultant to Matdil Enterprises, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
(407) 740-8575  
(FAX) 740-0613

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

Carlos Robles, Vice Vice President  
Matdil Enterprises, Inc.  
12386 S.W. 82 Avenue  
Miami, Florida 33156  
(305) 252-4990

(c) **Tariff:**

Monique Byrnes  
Consultant to Matdil Enterprises, Inc.  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
(407) 740-8575

(d) **Complaints/Inquiries from customers:**

Carlos Robles, Vice President  
Matdil Enterprises, Inc.  
12386 S.W. 82 Avenue  
Miami, Florida 33156  
(305) 252-4990

11. **List the states in which the applicant:**

(a) **Has operated as an interexchange carrier.**

Matdil Enterprises, Inc. d/b/a Ocean Communications has  
not operated as an interexchange carrier in any state.

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

None.

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

None.

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

None

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

None

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

None

12. What services will the applicant offer to other certified 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 checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> |                                    |

13. Do you have a marketing program?

No

14. Will your marketing program:

Not Applicable

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

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

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

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Residential customers   | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers   | <input type="checkbox"/> PATS station end-users        |
| <input type="checkbox"/> Hotels & motels  | <input type="checkbox"/> Hotel & motel guests          |
| <input type="checkbox"/> Universities   | <input type="checkbox"/> Univ. dormitory residents     |
| <input checked="" type="checkbox"/> Other: (specify) <u>Anyone who uses the Company's service</u> |  |

FORM PSC/CMU 31 (11/95)

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



17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not, who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes, the Company's name will appear on the bill.

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

The Company will bill their Customers directly.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings

See Attachment III.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

FORM PSC/CMU 31 (11/95)

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

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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

See Attachment II.

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

**MTS with distance sensitive per minute rates**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

**MTS with route specific rates per minute**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

**MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- Method of access is FGA
- Method of access is FGB

**MTS for pay telephone service providers.**

- Method of access is 800

**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 mbps, 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, 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

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

For direct dialed calls: 1 + destination number

For 800 calls: 1+ subscriber's 800 telephone number

For travel service calls: an 800 access number, plus identification number, plus the destination telephone number.

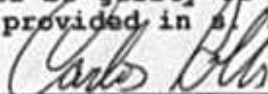
22. Other:

**\*\* APPLICANT ACKNOWLEDGMENT STATEMENT \*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
7. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL: \_\_\_\_\_

  
Signature

12-31-96  
Date

\_\_\_\_\_  
Carlos Robles

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
305) 252-

4990

FORM PSC/CMU 31 (11/95)

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

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

FORM PSC/CMU 31 (11/95)

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

**\*\* APPENDIX A \*\***

CERTIFICATE OF TRANSFER STATEMENT

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_, and current  
holder of certificate number \_\_\_\_\_, have  
reviewed this application and join in the petitioner's  
request for a transfer of the above-mentioned certificate.

**Not Applicable.**

UTILITY OFFICIAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

FORM PSC/CMU 31 (11/95)

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

**\*\* 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.)

**UTILITY OFFICIAL:**

  
Signature

12-31-96  
Date

Carlos Robles

Vice President

(305) 252-4990



**\*\* APPENDIX C \*\***

INTRASTATE NETWORK

1. POP: Addresses where located, and indicate if owned or leased.

1) None. 2)

3) 4)

2. SWITCHES: Address where located, by type of switch and indicate if owned or leased.

1) None 2)

3) 4)

3. TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP

TYPE

OWNERSHIP

1) None

2)

3)

4. ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)

Statewide.

FORM PSC/CMU 31 (11/95)

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

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

Not applicable.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

Not applicable.

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

Not applicable.

UTILITY OFFICIAL:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carlos Robles

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
(305) 252-

4990

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

APPENDIX D

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

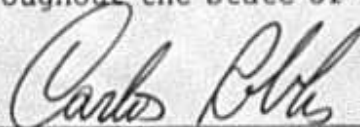
Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

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

Jacksonville  
Gainesville  
Daytona Beach  
Ocala  
Orlando  
Cocoa  
Melbourne  
West Palm Beach  
Miami  
Pensacola  
Panama City  
Tallahassee  
Titusville

Tampa  
Clearwater  
St. Petersburg  
Lakeland  
Winter Park  
Ft. Lauderdale  
Pompano Beach  
Hollywood  
North Dade  
Sarasota  
Ft. Myers  
Naples

Matdil Enterprises, Inc. d/b/a Ocean Communications intends to offer service throughout the State of Florida.



\_\_\_\_\_  
Carlos Robles  
Vice President  
Matdil Enterprises, Inc.

Date: 12-31-96

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

November 4, 1996.

OCEAN COMMUNICATIONS  
12386 SW 82 AVE.  
MIAMI, FL 33156

Subject: **OCEAN COMMUNICATIONS**

REGISTRATION NUMBER: **G96306000168**

This will acknowledge the filing of the above fictitious name registration which was registered on November 1, 1996. This registration gives no rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (904) 487-6058.

Fictitious Name Section  
Division of Corporations

Letter No. 396A00050669

# State of Florida



Department of State

I certify from the records of this office that OCEAN COMMUNICATIONS is a Fictitious Name registered with the Department of State on November 1, 1996.

The Registration Number of this Fictitious Name is G96306000168.

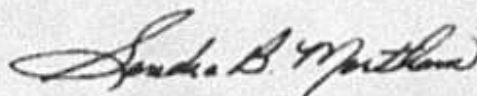
I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Fourth day of November, 1996



CR2EO22 (2-95)

  
Sandra B. Northam  
Secretary of State

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of MATDIL ENTERPRISES, INC., a Florida corporation, filed on May 5, 1994, as shown by the records of this office.

The document number of this corporation is P94000034066.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Fifth day of May, 1994



CR2EO22 (2-91)

*Jim Smith*

Jim Smith  
Secretary of State

ARTICLES OF INCORPORATION  
FOR  
MATDIL ENTERPRISES, INC.

The undersigned, desiring to form a corporation under the laws of the State of Florida, by and under the provisions of the Statutes of the State of Florida, providing for the formation, liabilities, rights and privileges and immunities of corporations for profit, certifies that:

FILED  
1991 MAY -5 PM 2:00  
SEC...

ARTICLE I.

The name of the corporation is:

**MATDIL ENTERPRISES, INC.**

The mailing address shall be:

8270 S.W. 119th Street  
Miami, Florida 33156

ARTICLE II.

This corporation is organized to carry on and engage in any activity or business permitted under the laws of the United States of America or the State of Florida.

ARTICLE III.

This corporation is authorized to issue Fifty (50) shares of \$10.00 par value common stock.

ARTICLE IV.

The street address of the initial registered office of this corporation is:

8270 S.W. 119th Street  
Miami, Florida 33156

The name of the initial registered agent of this corporation is:

**CARRIE ROBLES**

ARTICLE V.

This corporation shall have two (2) directors initially. The number of directors may be either increased or diminished from time to time by the by-laws but shall never be less than one (1). The name and address of the initial directors of this corporation are:

**CARRIE ROBLES**  
8270 S.W. 119th Street  
Miami, Florida 33156

**CARLOS ROBLES**  
8270 S.W. 119th Street  
Miami, Florida 33156



ARTICLE VI.

The name and address of the person signing these Articles are:

Same as Above

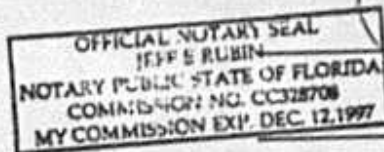
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 4<sup>th</sup> day of May, 1994.

Carrie Robles  
CARRIE ROBLES

STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF DADE        )

BEFORE ME, the undersigned authority, personally appeared, CARRIE ROBLES, who, (~~personally known to me~~) or (who has produced FL. D.L. as identification) and who did take an oath, the person described in and who executed and subscribed to the above Articles of Incorporation, and that she acknowledged before me that she executed the same and subscribed to the same for the purposes therein expressed.

Sworn to and subscribed before me, this 4<sup>th</sup> day of May, 1994.



Jeff E. Rubin  
Notary Public  
JEFF E. RUBIN  
Print Name

I, CARRIE ROBLES, having been designated as the Registered Agent in the above and foregoing articles, and I am familiar with and accept the obligations of the position of registered agent.

Carrie Robles  
CARRIE ROBLES

ATTACHMENT II

PROPOSED TARIFF

**TITLE PAGE**  
**FLORIDA TELECOMMUNICATIONS TARIFF**  
**OF**  
**MATDIL ENTERPRISES, INC.**  
**D/B/A OCEAN COMMUNICATIONS**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Matdil Enterprises, Inc. d/b/a Ocean Communications with principal offices located at 12386 S.W. 82 Avenue, Miami, Florida 33156. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Carlos Robles, Vice President**  
**12386 S.W. 82 Avenue**  
**Miami, Florida 33156**

**CHECK SHEET**

The Sheets of this tariff are effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

<u>SHEET</u>	<u>REVISION</u>		<u>SHEET</u>	<u>REVISION</u>
1	Original	*	31	Original *
2	Original	*	32	Original *
3	Original	*	33	Original *
4	Original	*	34	Original *
5	Original	*	35	Original *
6	Original	*	36	Original *
7	Original	*	37	Original *
8	Original	*	38	Original *
9	Original	*	39	Original *
10	Original	*		
11	Original	*		
12	Original	*		
13	Original	*		
14	Original	*		
15	Original	*		
16	Original	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		
21	Original	*		
22	Original	*		
23	Original	*		
24	Original	*		
25	Original	*		
26	Original	*		
27	Original	*		
28	Original	*		
29	Original	*		
30	Original	*		

\* - Indicates new or revised sheet with this filing

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**SYMBOLS**

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

- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved from another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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**TARIFF FORMAT**

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. Check Sheets** - When a tariff filing is made with the FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

C.O.	-	Central Office
Corp.	-	Corporation
FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
IXC	-	Interexchange Carrier
LATA	-	Local Access and Transport Area
LEC	-	Local Exchange Carrier
MTS	-	Message Telecommunications Service
PBX	-	Private Branch Exchange

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**1.2 Definitions**

**Access Line** - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

**Authorized User** - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

**Carrier or Company** - Matdil Enterprises, Inc. d/b/a Ocean Communications unless otherwise indicated by the context.

**Commission** - Refers to the Florida Public Service Commission.

**Customer** - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

**Customer Premises Equipment** - Terminal equipment, as defined herein, which is located on the Customer's premises.

**Dedicated Access** - See Special Access Origination/Termination.

**FPSC** - Refers to the Florida Public Service Commission.

**Holiday** - One of the following federally recognized holidays: New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Definitions, (Cont'd.)

**Matdil** - Used throughout this tariff to refer to Matdil Enterprises, Inc. d/b/a Ocean Communications unless otherwise indicated by the text.

**Special Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on dedicated circuits. The LEC provides these dedicated circuits from the Customer's location to the Company's point of presence. The rates and charges for dedicated circuits are determined by the LEC and the Customer is responsible for payment of these charges to the LEC.

**Subscriber** - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of itself or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber may also be a Customer when the Subscriber uses services of the Company.

**Switched Access Origination/Termination** - Where originating or terminating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

**Terminal Equipment** - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purposed of rating calls.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of Matdil**

Matdil is a resale common carrier providing intrastate direct dialed (1+) service, inbound 800 service and travel card service to Customers within the State of Florida.

Matdil services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Matdil provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this tariff. Matdil may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Matdil services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services is provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Applicability of Tariff**

This tariff is applicable to telecommunications services provided by Matdil within the state of Florida.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

2.3.2 Deposits

The Company does not collect deposits from its Customers.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations, (Cont'd.)**

**2.3.3 Advance Payments**

For Customers whom the Company determines 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 a new advance payment may be collected for the next month.

**2.3.4 Taxes**

Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer or Company provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies,  
(Cont'd.)**

**2.4.2 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

**2.4.3 Liability**

- (A)** The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B)** The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.4 Refunds or Credits for Service Outages or Deficiencies,  
(Cont'd.)

2.4.3 Liability (cont'd.)

- (C) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- (D) The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.5 Minimum Service Period

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

2.6 Cancellation by Customer

Unless otherwise specified elsewhere in this tariff or by mutually accepted contract between the Customer and the Company, service may be canceled by the Customer on not less than 30 days prior written notice to the Company.

2.7 Refusal or Discontinuance by Company

2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Matdil will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.7.2 Matdil may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

(A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.

(B) For use of telephone service for any purpose other than that described in the application.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- (C) For neglect or refusal to provide reasonable access to Matdil or its agents for the purpose of inspection and maintenance of equipment owned by Matdil or its agents.
- (D) For noncompliance with or violation of Commission regulation or Matdil's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Matdil's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Matdil or its agents.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.7 Refusal or Discontinuance by Company, (Cont'd.)

2.7.2 (cont'd.)

- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Matdil may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
  
- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.8.2 Matdil reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 Matdil reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Matdil's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.10 Employee Concessions**

Any employee of the Company in good standing for three (3) months or longer may receive any of the Company's services 20% below the tariffed rate as a concession.

**2.11 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**2.12 Applicable Law**

This tariff shall be subject to and construed in accordance with Florida law.

**2.13 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)**

**2.14 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

**2.15 Other Rules**

**2.15.1** Matdil reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures.

**2.15.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulations, rules or standards of the FPSC.

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SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)

2.16 Toll-Free Services

- 2.16.1 The Company will make every effort to reserve 800/888 toll free vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.16.2 The Company will participate in porting 800/888 numbers only if the account balance is zero and all charges incurred as a result of the 800 number have been paid.
- 2.16.3 800/888 numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single Customer.
- 2.16.4 If a Customer who has received an 800 number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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**SECTION 3.0 - DESCRIPTION OF SERVICE**

**3.1 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods for Feature Group D 1+ dialing. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

**3.2 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the Matdil network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.2 Calculation of Distance, (Cont'd.)

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula: 
$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	4,997	1,406
Difference:	3,354	-877
Square and add:	11,249,316 + 769,129 = 12,018,445	
Divide by 10:	12,018,445 / 10 = 1,201,844.5	
Round up:	1,201,845	
Take square root:	$\sqrt{1,201,845} = 1,096.3$	
Round up:	1,097 miles	

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 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.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Call durations and minimum calling periods are provided with each specific product as described in this tariff.
- 3.3.4 There is no billing applied for incomplete calls.
- 3.3.5 Should a call originate in one rate period and terminate in another rate period the entire call will be billed by the rates in effect at the time of connection based on the originating rate period.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.4 Time-Of-Day Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates in Section 4.0 are subject to the following time-of-day, day-of-week, and holiday rate periods:

- 3.4.1 Day Rate Period - Applies to that portion of a call occurring from 8:00 AM to, but not including, 5:00 PM Monday through Friday.
- 3.4.2 Evening Rate Period - Applies to that portion of a call occurring from 5:00 PM to, but not including, 11:00 PM Sunday through Friday.
- 3.4.3 Night/Weekend Rate Period - Applies to that portion of a call occurring from 11:00 PM to, but not including 8:00 AM all days, 8:00 AM to, but not including, 11:00 PM Saturday; 8:00 AM to, but not including, 5:00 PM Sunday.
- 3.4.4 Holiday Rates - Apply to that portion of a call occurring on Company acknowledged Holidays. The rate is equivalent to the Evening Rate unless a lower rate would normally apply. Holiday rates apply on New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

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ISSUED:

EFFECTIVE:

ISSUED BY:

Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Service Offerings - Descriptions (Cont'd.)**

**3.5.1 Outbound Calling Rate Plans**

Outbound Calling Rate Plan is available to business and residential customers for outbound calling via customer-provided local exchange company provided switched access. The minimum call duration for billing purposes is thirty (30) seconds. Additional usage is measured in six (6) second increments for billing purposes. Rates are not mileage sensitive. Customers are billed based on a minimum monthly commitment. Should the Customer not meet the monthly estimated usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Carlos Robles, Vice President**  
**12386 S.W. 82 Avenue**  
**Miami, Florida 33156**

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SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)

3.5 Service Offerings - Descriptions (Cont'd)

3.5.2 Toll-Free Rate Plan

Rate Plan is available to business and residential subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800/888 number and terminate to a Customer-provided residential or business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in thirty (30) second increments with a minimum billing period of six (6) seconds. A monthly service charge applies per 800/888 number. Customers are billed based on a minimum monthly commitment. Should the Customer not meet the monthly estimated hours of usage, the Company and the Customer will determine whether this is the correct plan for the Customer. In any case, the Customer will not be billed the minimum usage should the estimated monthly billing not be met.

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Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Service Offerings - Descriptions (Cont'd)**

**3.5.3 Travel Card Service**

Travel Card Service is available to business and residential customers. Calls are originated by dialing a 1-800 access number, followed by the terminating telephone number and personal identification number. Calls may originate from standard residential, business, hotel or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is one (1) minute. Call charges include per minute usage charges and per call service charges.

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Carlos Robles, Vice President  
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Miami, Florida 33156



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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Service Offerings - Descriptions (Cont'd.)**

**3.5.4 Debit Card Service - I**

Debit Card Service is a Debit Card service available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing the 800 access number printed on the card, followed by an account identification number and personal identification number. Debit card accounts maintain a balance which is depleted on a real-time basis as calls are placed. Customers are notified of their remaining account balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location.

Calls are billed in six (6) second increments after an initial period of one (1) minute. Debit Card Service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

**1. Exclusions**

Calls to 500, 700, 800 and 900 numbers  
Calls requiring the quotation of time and charges  
Air to ground and High seas services

**2. Service Availability**

- a. All calls must be charged against an Debit Card that has sufficient available balance.

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**EFFECTIVE:**

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Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Service Offerings - Descriptions (Cont'd.)**

**3.5.4 Debit Card Service - I**

- b. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. The Customer will be requested to recharge their current card. Calls in progress will be terminated by the Company if the balance on the Debit Card is insufficient to continue the call and the Customer fails to recharge their card number
- c. Payment for the Debit Card and any Available Usage in a Customer's Debit Account is non-refundable.

Per Minute Usage Charge:  
Per Call Charge:

**3.5.5 Debit Card Service - Sponsor Program**

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenishable. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

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Carlos Robles, Vice President  
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Miami, Florida 33156

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)**

**3.5 Service Offerings - Descriptions (Cont'd.)**

**3.5.6 Directory Assistance**

Directory Assistance is available to Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

**Carlos Robles, Vice President**  
**12386 S.W. 82 Avenue**  
**Miami, Florida 33156**

**SECTION 4.0 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

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ISSUED:

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ISSUED BY:

Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

**SECTION 4.0 - RATES, (CONT'D.)**

**4.2 Exemptions and Special Rates**

**4.2.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

**4.2.2 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Matdil Communications, Inc. will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

ISSUED:

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ISSUED BY:

Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

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SECTION 4.0 - RATES, (CONT'D.)

4.2 Exemptions and Special Rates

4.2.3 Directory Assistance Charges for Handicapped Persons

Presubscribed residential Customers or authorized users of Customers' services who are certified as handicapped are exempt from applicable Directory Assistance charges for the first 50 directory assistance calls per month.

4.3 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.4 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

4.5 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for Customers who have been disconnected for nonpayment.

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ISSUED:

EFFECTIVE:

ISSUED BY:

Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

SECTION 4.0 - RATES, (CONT'D.)

4.6 Service Offerings - Rates

4.6.1 Outbound Calling Rate Plan

Rate Plan I

This plan is targeted to Customers who estimate less than \$250 per month in billing.

Per Minute Rate: \$.159

Rate Plan II

This plan is targeted to Customers who estimate billing of between \$250 and \$500 per month.

Per Minute Rate: \$.149

Rate Plan III

This plan is targeted to Customers who estimate billing of between \$500.01 and \$1000 per month.

Per Minute Rate: \$.139

Rate Plan IV

This plan is targeted to Customers who estimate billing of between \$1000.01 and \$3000 per month.

Per Minute Rate: \$.129

Rate Plan V

This plan is targeted to Customers who estimate billing of between \$3000.01 and \$5000 per month.

Per Minute \$.119

Rate Plan VI

This plan is targeted to Customers who estimate billing of between \$5000.01 and \$7000 per month.

Per Minute \$.109

Rate Plan VII

This plan is targeted to Customers who estimate billing of greater than \$7000 per month.

Per Minute \$.099

ISSUED:

EFFECTIVE:

ISSUED BY:

Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

SECTION 4.0 - RATES, (CONT'D.)

4.6 Service Offerings - Rates

4.6.2 Toll-Free Rate Plan

Rate Plan I

This plan is targeted to Customers who estimate less than \$250 per month in billing.

Per Minute Rate: \$.159

Rate Plan II

This plan is targeted to Customers who estimate billing of between \$250 and \$500 per month.

Per Minute Rate: \$.149

Rate Plan III

This plan is targeted to Customers who estimate billing of between \$500.01 and \$1000 per month.

Per Minute Rate: \$.139

Rate Plan IV

This plan is targeted to Customers who estimate billing of between \$1000.01 and \$3000 per month.

Per Minute Rate: \$.129

Rate Plan V

This plan is targeted to Customers who estimate billing of between \$3000.01 and \$5000 per month.

Per Minute \$.119

Rate Plan VI

This plan is targeted to Customers who estimate billing of between \$5000.01 and \$7000 per month.

Per Minute \$.109

Rate Plan VII

This plan is targeted to Customers who estimate billing of greater than \$7000 per month.

Per Minute \$.099

ISSUED:

EFFECTIVE:

ISSUED BY:

Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156



SECTION 4.0 - RATES, (CONT'D.)

4.6 Service Offerings - Rates, Cont'd.

4.6.4 Travel Card Service

Customers may choose the Travel Card Service Plan they wish based on their interest in paying a per call surcharge.

	<u>Per Minute Rate</u>	<u>Per Call Surcharge</u>
Travel Card Plan 1	\$0.28	\$0.00
Travel Card Plan 2	\$0.25	\$0.30

4.6.5 Debit Card Service

Per Minute Rate: \$.333

ISSUED:

EFFECTIVE:

ISSUED BY: Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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ISSUED:

EFFECTIVE:

ISSUED BY:

Carlos Robles, Vice President  
12386 S.W. 82 Avenue  
Miami, Florida 33156

ATTACHMENT III

FINANCIAL STATEMENTS

Matdil Enterprises, Inc.  
d/b/a Ocean Communications

Financial Capability

Matdil Enterprises, Inc. d/b/a Ocean Communicatoins provides its financial statemensts as evidence of its financial stability and capbility to offer, provide and maintain the services described in its application and tariff.

The Company proposes to operate as a switchless reseller in the state. All network switching and transmission is provided by the Company's underlying carrier. The Company does not incur any network costs until calls are placed by its customers.

The Company's headquarters is in Florida. The Company has operated successfully for several years as a provider of de-regulated voice mail services. The Company's primary ongoing expense will be marketing expenses.

Matdil does not have any lease obligations with its underlying carrier.

ATTACHMENT IV

MANAGERIAL AND TECHNICAL CAPABILITIES

Matdil Enterprises, Inc.  
d/b/a Ocean Communications

MANAGERIAL AND TECHNICAL CAPABILITIES

Carrie Robles, President

Ms. Robles has been President of Matdil Enterprises since its incorporation in 1994. As President she is responsible for the strategic direction of the company and its financial stability, and has been instrumental in its expansion from a company primarily involved in voice mail systems to a competitive reseller of telecommunications services. From 1987 until the time she co-founded Matdil, Ms. Robles was Vice President of ACT Productions with fiscal and operations responsibilities. Ms. Robles is a graduate of the University of Miami.

Carlos Robles, Vice President

Mr. Robles is co-founder and Vice President of Matdil Enterprises. He is responsible for daily operations, including network management, customer service and regulatory compliance. He is responsible for the development of specialized customer service and billing software for voice mail systems and telecommunications. Prior to his work with Matdil, Mr. Robles managed cargo airline sales offices in the United States and Central America.



DEPOSIT TRFAS REC. DATE  
D/3, 1997 JAN 03 '97

210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200  
  
Tel: 407-740-8575  
Fax: 407-740-0613

January 2, 1997  
**OVERNIGHT**

Florida Public Service Commission  
Division of Administration, Room G-50  
101 East Gaines Street  
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of Matdil Enterprises, Inc. d/b/a Ocean Communication for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Matdil Enterprises, Inc. d/b/a Ocean Communication for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

*Monique Byrnes*

MATDIL, INC. 12300 SW. 82ND AVE. MIAMI, FL 33156		1744
DATE <u>12-30-96</u>		
PAY TO THE ORDER OF <u>Florida Public Service Comm</u> \$ <u>250.00</u>		
<u>Two hundred fifty AND XX/100</u>		DOLLARS
Republic National Bank Republic National Bank of New York 517 Arthur Godfrey Road, Miami Beach, Florida 33139-2000		
<i>Carla Bls</i>		

With filing and  
for deposit  
a copy of ch  
of deposit  
who forward...

MEMO \_\_\_\_\_