



ORIGINAL  
FILE COPY

210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200

April 10, 1997  
**OVERNIGHT**

Tel: 407-740-8575  
Fax: 407-740-0613

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

970453-TI

RE: Initial Application and Tariff of SeTeL, L.L.C. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of U S WEST Long Distance, Inc. Also enclosed is a \$250 check 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.

- ACK \_\_\_\_\_
- AFA \_\_\_\_\_
- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMU \_\_\_\_\_
- CTR \_\_\_\_\_
- EAG \_\_\_\_\_
- LEG \_\_\_\_\_
- LIN \_\_\_\_\_
- OPC \_\_\_\_\_
- RCH \_\_\_\_\_
- SEC \_\_\_\_\_
- W.S \_\_\_\_\_
- QTH \_\_\_\_\_

Sincerely,

Monique Byrnes  
Consultant to  
SeTeL, L.L.C.

cc: J. Casteel, SeTeL  
file: SeTeL - FL  
tms: FL97000

Check taken  
to Fiscal  
by *[signature]*  
bysailroom

DOCUMENT NUMBER-DATE  
0373 / APR 11 5  
FPSC-RECORDS/REPORTING

**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).

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 IXCs; 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.
- (XX) **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.
- (XX) **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.

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:

SeTeL, LLC

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

Not Applicable

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

SeTeL, LLC  
500 Royal Parkway  
Nashville, Tennessee 37214

Telephone: (615) 874-6302  
Facsimile: (615) 874-6201

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

None

7. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Corporation
- Foreign Partnership
- Limited Partnership
- Other, Limited Liability Company

FORM PSC/CMU 31 (11/95)  
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).



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: M 97000000119

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

NRAI Services, Inc.  
526 E. Park Avenue  
Tallahassee, Florida 32301

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

Fictitious name registration number: Not Applicable

(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 SeTeL, LLC  
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:

Jim Casteel, General Manager  
SeTeL, LLC  
500 Royal Parkway  
Nashville, Tennessee 37214  
(615) 874-6302

(c) **Tariff:**

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

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

Gloria Wilson, Operations Manager  
SeTeL, LLC  
500 Royal Parkway  
Nashville, Tennessee 37214  
(615) 874-6369

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

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

Tennessee

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

Alabama, Georgia, Kentucky, Mississippi, North Carolina and South Carolina.

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

Tennessee.

(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?

Yes.

14. Will your marketing program:

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

None Applicable.

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

SeTel plans to market services through direct mail and telemarketing.

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, SeTeL, LLC will appear on the bill received by the Customer. Customers will contact SeTel's customer service department for inquiries or complaints. SeTel's toll-free customer service number is 800-665-4888.

- (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
- 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 mbps, DS-3, etc.)**

**Travel service**

- Method of access is 950
- Method of access is 800

**900 service**

FORM PSC/CMU 31 (11/95)

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



**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.

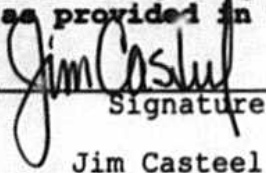
22. Other:

**\*\* 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  
Jim Casteel

March 3, 1997  
Date

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
(615) 874-6302

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

**\*\* 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-mention certificate.

**Not Applicable.**

**UTILITY OFFICIAL:**

_____	_____
Signature	Date
_____	
_____	_____
Title	Telephone

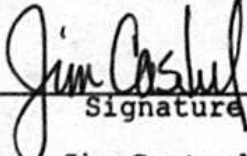
**\*\* APPENDIX B \*\***

**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

Jim Casteel

\_\_\_\_\_  
General Manager

March 3, 1997  
Date

\_\_\_\_\_  
(615) 874-6302

**\*\* 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.**

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
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.

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:

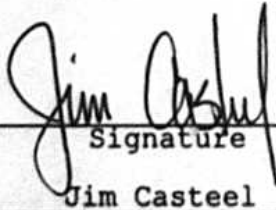
(a) What services have been provided and when did these service begin?

Not applicable.

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

Not applicable.

UTILITY OFFICIAL:

  
Signature

Jim Casteel

General Manager

March 3, 1997  
Date

(615) 874-6302



**\*\* 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).

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

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.	
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.	
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.	
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.	
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.	
DAYTONA BEACH:	New Smyrna Beach.	

FORM PSC/CMU 31 (11/95)  
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater.	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.	
WINTER PARK:	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.	
TITUSVILLE:	Cocoa and Cocoa Beach.	
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.	
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.	
SARASOTA:	Bradenton, Myakka and Venice.	
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands.	
NAPLES:	Marco Island and North Naples.	

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

Boca Raton, Coral Springs,  
Deerfield Beach and Ft.  
Lauderdale.

FT. LAUDERDALE:

Coral Springs, Deerfield Beach,  
Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and  
Perrine.

SeTeL, LLC intends to offer service throughout the State  
of Florida.

**ATTACHMENT I**

**AUTHORITY TO OPERATE IN FLORIDA**

# State of Florida



Department of State

I certify the attached is a true and correct copy of the complete file of SETEL, LLC, a Tennessee limited liability company, authorized to transact business within the state of Florida, as shown by the records of this office.

The document number of this limited liability company is M97000000119.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capitol, this the  
Second day of April, 1997



CR2EO22 (2-95)



Sandra R. Northam  
Secretary of State

# APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. SETEL, LLC  
(Name of foreign limited liability company must end with the words "limited company" or their abbreviation "L.C." if not so contained in the name at present.)

2. Tennessee  
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 62-1553250  
(FEI number, if applicable)

4. 3-16-94  
(Date of Organization)

5. Perpetual  
(Duration: Year limited liability company will cease to exist or "perpetual")

6. Upon Qualification  
(Date first transacted business in Florida. (See sections 608.601, 608.502, and 617.108, F.S.)

7. 500 Royal Parkway  
Nashville, TN 37214  
(Street address of principal office)

8. Name(s) and business address(es) of managing member(s) or manager(s) who will manage the foreign limited liability company in Florida: (attach additional page if necessary)

SEE ATTACHED ADDENDUM

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

FILED

97 MAR 10 PM 3:30

ATTACHMENT II

PROPOSED TARIFF



TITLE PAGE  
FLORIDA TELECOMMUNICATIONS TARIFF  
OF  
SeTeL, LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by SeTeL, LLC with principal offices located at 500 Royal Parkway, Nashville, Tennessee 32714. 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: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

**CHECK SHEET**

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION	SHEET	REVISION
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 *	40	Original *
11	Original *	41	Original *
12	Original *	42	Original *
13	Original *	43	Original *
14	Original *	44	Original *
15	Original *	45	Original *
16	Original *	46	Original *
17	Original *	47	Original *
18	Original *	48	Original *
19	Original *	49	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

ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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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 Customer's telephone to a SeTeL designated switching center or point of presence.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Service network to identify the caller and validate the caller's authorization to use the services provided.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

**Available Usage Balance** - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - SeTeL, LLC unless otherwise clearly indicated by the context.

**Company's Point of Presence** - Location of the serving central office associated with access to the Company's network.

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

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)****1.2 Definitions, (Cont'd.)**

**Debit Service Call** - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

**Dedicated Access** - A method of reaching the Company's services whereby the Customer is connected directly to the Company's Point of Presence without utilizing services of the local switched network.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers presubscribe their telephone line(s) to their preferred interLATA carrier.

**Initial Usage Balance** - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

**LEC** - Local Exchange Company.

**Marks** - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

**Personal Account Code** - A numeric or alpha-numeric sequence which uniquely identifies a Travel or Debit Account.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

**Serving Wire Center** - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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

**1.2 Definitions, (Cont'd.)**

**SeTel** - Used throughout this tariff to refer to SeTeL, LLC

**Sponsor** - A corporation or other legal entity that exclusively permits the use of its Marks to the Company for use with telephone cards or other merchandise, and contracts with the Company for the marketing of the services described herein.

**Subscriber** - See Customer.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**Travel Card Call** - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

**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 may be used for the purposed of rating calls.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of SeTel**

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

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

SeTel 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. SeTel 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 SeTel 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 SeTel 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. Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. 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 or Debit Account depletions must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills of Debit Account Available Usage balance shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

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

**2.3.1 Payment Arrangements, (cont'd.)**

Payments for service provided in association with Company-issued Debit Accounts must be received by the Company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Account Code.

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.

Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of SeTel's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

**2.3.2 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

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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. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer invoices. For pre-paid services, taxes and fees shall be included in the rates and charges stated in the Company's rate schedule for this service.

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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 Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4.3 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

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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 and Subscriber 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 or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber 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.

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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.)**

- 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.
  
- E. The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account Codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

**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 Subscriber or Customer on not less than 30 days prior written notice to the Company. Prepaid service may be cancelled by fully depleting the available balance of the Customer account and/or by not renewing a renewable account.

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

**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. SeTel 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 SeTel may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given fifteen (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 SeTel or its agents for the purpose of inspection and maintenance of equipment owned by SeTel or its agents.
- D. For noncompliance with or violation of Commission regulation or SeTel'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 SeTel's equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by SeTel 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, SeTel 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.
- J. With proper notice, when the Available Account Balance of a non-renewable account is depleted to a level insufficient to place a one-minute call to the location of least cost.
- K. With proper notice, when the established expiration date of the Customer Account is reached.

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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 SeTel 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 SeTel 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 or Subscribers reselling or rebilling SeTel's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.10 Employee Concessions**

[Reserved for Future Use]

**2.11 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided or Subscriber-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 or Subscriber, except as otherwise provided. Subscriber or 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.

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

**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 or the Subscriber is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**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.

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**SECTION 2.0 - RULES AND REGULATIONS, (CONT'D.)****2.15 Other Rules**

- 2.15.1 SeTel 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 Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

**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 toll free 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 Account Code, 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 a toll free 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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ISSUED: April 11, 1997

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**SECTION 3.0 - DESCRIPTION OF SERVICE****3.1 General**

SeTel provides direct dialed (1+) service, inbound 800 number service, travel card service and prepaid card services for communications originating and terminating within the State of Florida under terms of this tariff. Operator Services are not furnished by SeTel. Operator Services will be provided and billed by the Company's underlying carrier at rates as described in the underlying carrier's tariff on file with the Florida Public Service Commission.

**3.2 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.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. 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 Wire Centers.

Formula:

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.3 Calculation of Distance, (Cont'd.)**

EXAMPLE: Distance between Miami and New York City -

	V	H
Miami:	8,351	529
New York:	<u>4,997</u>	<u>1,406</u>
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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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714



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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.4 Timing of Calls**

Billing for calls placed over the SeTel network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.4.1 Call timing 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.
- 3.4.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.4.3 Minimum call duration periods for billing purposes vary by service option and are specified in Section 4 of this tariff.
- 3.4.4 For billing purposes, usage after the initial period varies by service and is specified in Section 4 of this tariff.
- 3.4.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, SeTel will, after review of the appropriate records, issue credit for the call if reasonable proof or justification for the credit exists.

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.5 Rate Periods**

- 3.5.1** Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						EVE
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

- 3.5.2** Calls are billed based on the rate in effect at the time the call begins. Calls that cross rate period boundaries are billed the rate in effect at the beginning of the call for the duration of the entire call.

ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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

**3.6 Direct Dial Outbound Service**

Direct Dial Outbound Service is available to business and residential Customers for outbound calling from presubscribed lines. Calls are billed in six (6) second increments after the initial minimum period of eighteen (18) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.7 Dedicated Outbound Service**

Dedicated outbound service designed for business Customers. Calls are billed in six (6) second increments with an eighteen (18) second minimum billing period. Calls originate from Customer provided dedicated access lines. Rates are not mileage or time-of-day sensitive and do not include charges for facilities from the Customer location to the Carrier Point of Presence. (POP). This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

---

**ISSUED: April 11, 1997****EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.8 Switched 800 Service**

Switched 800 Service is available to business Subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided business switched access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments after a minimum call duration for billing purposes of thirty (30) seconds. Rates are not mileage or time-of-day sensitive. This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

---

**ISSUED: April 11, 1997****EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.9 Dedicated 800 Service**

Dedicated 800 Service is available to business Subscribers for incoming calls. Calls originate from any interstate or intrastate location over an 800 number and terminate to a Customer-provided dedicated access line. Call charges are billed to the Subscriber rather than to the originating caller. Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds. This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

---

**ISSUED: April 11, 1997****EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

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

**3.10 Travel Card Service**

Travel Card Service is available to residential and business Customers for placing calls while away from home or office. Calls are originated by dialing a 1-800 access number, followed by an account identification number and personal account code. 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 for billing purposes of thirty (30) seconds.

Travel Card Service is available to any business or residential Customer subscribed to an SeTel service. Travel Card is an add-on service to SeTel's switched and dedicated services and is not available as a stand-alone service.

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714



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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.11 Debit Card Service - I**

Debit card service is available to residential and business Customers for placing calls while away from home or office. Calls are originated by dialing the 800 access number printed on the card, followed by a personal account code and destination 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 one (1) minute increments. The minimum call duration for billing purposes is 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.

Each time the card is used, the end user will hear a message describing the number of minutes remaining. At sixty (60) seconds prior to the final balance running out, the user will hear a warning announcement and the call will be disconnected automatically with zero (0) seconds remaining.

The following call types cannot be completed utilizing the debit card: 500, 700, 800, and 900 numbers, calls requiring the quotation of time and charges, and air to ground and high seas service

All calls must be charged against a Company Debit Card that has sufficient available balance. Payment for the Company Debit Card and any Available Usage in a Customer's Debit Account is non-refundable. The Company shall not be liable or responsible for theft, loss or unauthorized use of the Debit Card.

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**ISSUED: April 11, 1997****EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (CONT'D.)****3.12 Debit Card - 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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**ISSUED:** April 11, 1997**EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

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

**3.13 Directory Assistance**

Directory Assistance is available to Customers of SeTel. A 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: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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**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.

Customers are billed based on their use of SeTeL, LLC's services and network. No installation charges apply.

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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**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. SeTeL, LLC 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.

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**ISSUED: April 11, 1997****EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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

**4.2 Exemptions and Special Rates, Cont'd.**

**4.2.3 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

**4.2.4 Directory Assistance for Handicapped Persons**

Pursuant to FPSC rules and regulations, the Company will not charge for the first 50 phone calls made to directory assistance by handicapped customers.

**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. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid. 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.

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

**SECTION 4.0 - RATES, (CONT'D.)****4.5 Direct Dial Outbound Service**

Calls are billed in six (6) second increments after the initial minimum period of eighteen (18) seconds and originate and terminate on Customer-provided switched access lines. Rates are not mileage or time-of-day sensitive. This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

	<u>Per Minute Rate</u>
Month to Month	\$0.1690
Term Commitment	\$0.1570

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714



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**SECTION 4.0 - RATES, (CONT'D.)****4.6 Dedicated Outbound Service**

Calls are billed in six (6) second increments with an eighteen (18) second minimum billing period. Calls originate from Customer provided dedicated access lines. Rates are not mileage or time-of-day sensitive and do not include charges for facilities from the Customer location to the Carrier Point of Presence. (POP). This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

	<u>Per Minute Rate</u>
Month to Month	\$0.1090
Term Commitment	\$0.0990

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**ISSUED: April 11, 1997****EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

**SECTION 4.0 - RATES, (CONT'D.)****4.7 Switched 800 Service**

Calls are billed in six (6) second increments after a minimum call duration for billing purposes of thirty (30) seconds. Rates are not mileage or time-of-day sensitive. This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

	<u>Per Minute Rate</u>
Month to Month	\$0.1690
Term Commitment	\$0.1570

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**ISSUED: April 11, 1997****EFFECTIVE:**

**ISSUED BY:** Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

**SECTION 4.0 - RATES, (CONT'D.)****4.8 Dedicated 800 Service**

Calls are billed in six (6) second increments. The minimum call duration for billing purposes is thirty (30) seconds. This service is offered on a month to month basis and is also available on a term plan in conjunction with interstate term plan service.

	<u>Per Minute Rate</u>
Month to Month	\$0.1090
Term Commitment	\$0.0990

---

ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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SECTION 4.0 - RATES, (CONT'D.)

4.9 Travel Card Service

Calls are billed in six (6) second increments after an initial period for billing purposes of thirty (30) seconds.

Per Minute Charge     \$0.25

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY:     Jim Casteel, General Manager  
                  500 Royal Parkway  
                  Nashville, Tennessee 32714

**SECTION 4.0 - RATES, (CONT'D.)****4.10 Debit Card Service - I**

Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is 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.

Each time the card is used, the end user will hear a message describing the number of minutes remaining. At sixty (60) seconds prior to the final balance running out, the user will hear a warning announcement and the call will be disconnected automatically with zero (0) seconds remaining.

Card Volume	3 Minute	5 Minute	10 Minute	15 Minute	25 Minute	30 Minute	60 Minute
0-500	0.650	0.500	0.380	0.335	0.300	0.280	0.260
501-1000	0.600	0.470	0.350	0.310	0.280	0.270	0.250
1001-2500	0.580	0.450	0.340	0.300	0.265	0.260	0.240
2501-5000	0.540	0.420	0.310	0.275	0.240	0.240	0.215
5001-10,000	0.540	0.420	0.310	0.275	0.240	0.240	0.215
10,001-25000	0.500	0.400	0.300	0.260	0.230	0.225	0.205
25,001-40,000	0.450	0.350	0.280	0.240	0.220	0.215	0.200
40,000-60,000	0.430	0.330	0.260	0.230	0.215	0.205	0.195

ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY: Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

---

**SECTION 4.0 - RATES, (CONT'D.)****4.11 Debit Card - Sponsor Program**

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.

Per call charge:       \$0.650

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY:       Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714

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

**4.12 Directory Assistance**

A 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.

Per call charge:       \$0.85

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ISSUED: April 11, 1997

EFFECTIVE:

ISSUED BY:       Jim Casteel, General Manager  
500 Royal Parkway  
Nashville, Tennessee 32714



**ATTACHMENT III**

**FINANCIAL STATEMENTS**

## 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.
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.

SeTeL provides audited financial statements from its parent company, Southeastern Telecom, Inc. as evidence of its financial stability and capability to offer, provide and maintain the services described in its application and tariff.

SeTeL does not own a switch. No additional capital requirements or expenses will be incurred by the Company with expanded operations to the State of Florida. All network switching and transmission is provided by the Company's underlying carrier.

SeTeL does not intend to lease or own any offices in Florida. The Company's primary ongoing expense will be the payment of commissions to sales personnel, which does not occur until the company has received payment from its customers.

## Report of Independent Auditors

Board of Directors  
Southeastern Telecom, Inc.

We have audited the accompanying consolidated balance sheet of Southeastern Telecom, Inc. and subsidiaries as of March 31, 1996, and the related consolidated statements of income, stockholders' equity, and cash flows for the year then ended. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of Southeastern Telecom, Inc. and subsidiaries at March 31, 1996, and the consolidated results of their operations and their cash flows for the year then ended in conformity with generally accepted accounting principles.

*Ernst & Young LLP*

September 12, 1996

# Southeastern Telecom, Inc. and Subsidiaries

## Consolidated Balance Sheet

March 31, 1996

### Assets

#### Current assets:

Cash	\$ 177,502
Certificate of deposit	300,000
Trade and other accounts receivable, less allowance for doubtful accounts of \$37,000	3,415,904
Receivable from affiliated company	98,879
Deferred tax assets	136,000
Costs and estimated earnings in excess of billings	695,042
Inventories	3,860,004
Prepaid expenses	<u>131,501</u>
Total current assets	8,814,832

#### Property and equipment:

Land	1,000
Equipment	1,283,096
Furniture and fixtures	666,780
Automobiles and trucks	539,998
Leasehold improvements	<u>196,405</u>
	2,687,279
Less accumulated depreciation and amortization	<u>(1,526,105)</u>
	1,161,174

#### Other assets:

Intangible assets, net	110,929
Other	<u>54,684</u>
	165,613
Total assets	<u>\$ 10,141,619</u>

**Liabilities and stockholders' equity****Current liabilities:**

Short-term borrowings	\$ 100,000
Current maturities of long-term debt	233,249
Current maturities of ESOP debt	496,657
Accounts payable and accrued liabilities	2,788,535
Billings in excess of costs and estimated earnings	289,258
Deferred revenue on maintenance contracts	652,401
Income taxes payable	16,761

**Total current liabilities** 4,576,861

Long-term debt, net of current maturities 227,280

Long-term ESOP debt, net of current maturities 1,226,214

Deferred income taxes 7,000

Minority interest 487,021

**Stockholders' equity:**

Common Stock, no par value--4,000,000 shares authorized,  
1,000,000 shares issued and outstanding

5,000

Paid-in capital 12,385

Unearned ESOP compensation (1,377,441)

Retained earnings 4,977,299

**Total stockholders' equity** 3,617,243

**Total liabilities and stockholders' equity**

\$ 10,141,619

*See accompanying notes.*

Southeastern Telecom, Inc. and Subsidiaries

Consolidated Statement of Income

Year ended March 31, 1996

Net sales and service revenue	\$ 25,368,546
Costs and expenses:	
Cost of revenue	16,266,090
Selling expense	4,339,529
General and administrative expenses	2,763,247
	<u>23,368,866</u>
Income from operations	1,999,680
Other income (expense):	
Interest expense	(230,662)
Interest income	19,281
ESOP compensation expense	(432,343)
Other, net	213,042
Minority interest in net income of subsidiaries	(243,789)
	<u>(674,471)</u>
Income before income taxes	1,325,209
Provision (benefit) for income taxes:	
Current	584,900
Deferred	(28,094)
	<u>556,806</u>
Net income	<u>\$ 768,403</u>

*See accompanying notes.*

**Southeastern Telecom, Inc. and Subsidiaries**

**Consolidated Statement of Cash Flows**

Year ended March 31, 1996

<b>Operating activities</b>	
Net income	\$ 768,403
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation expense	268,876
Amortization expense	101,190
ESOP compensation expense	432,343
Provision for losses on receivables	11,844
Deferred income tax benefit	(28,094)
Interest receivable on certificate of deposit	(13,926)
Loss on sale of property and equipment	195
Realized gain on short-term investments	(14,813)
Increase in cash surrender value of life insurance	(6,095)
Minority interest in net income of subsidiaries	243,789
Changes in operating assets and liabilities:	
Increase in accounts receivable	(830,253)
Increase in receivable from affiliated company	(98,879)
Decrease in costs and estimated earnings in excess of billings	511,453
Increase in inventories	(605,224)
Decrease in prepaid expenses	149,258
Increase in accounts payable and accrued liabilities	416,042
Increase in billings in excess of costs and estimated earnings	121,741
Increase in deferred revenue on maintenance contracts	125,327
Decrease in income taxes	(110,277)
Increase in other assets	(23,782)
Increase in net investment in affiliated company	(1,816)
Net cash provided by operating activities	1,417,302
<b>Investing activities</b>	
Investment in certificate of deposit	(300,000)
Proceeds from sale of short-term investments	90,063
Purchases of property and equipment	(760,921)
Proceeds from sale of property and equipment	21,617
Net cash used in investing activities	(949,241)



Southeastern Telecom, Inc. and Subsidiaries

Consolidated Statement of Cash Flows (continued)

<b>Financing activities</b>	
Proceeds from short-term and long-term borrowings	\$ 3,161,100
Principal payments on short-term and long-term borrowings	(3,506,937)
Minority interest distributions	<u>(127,394)</u>
Net cash used by financing activities	<u>(473,231)</u>
Decrease in cash	(5,170)
Cash at beginning of year	<u>182,672</u>
Cash at end of year	<u>\$ 177,502</u>
 <b>Supplemental cash flow information:</b>	
Interest paid	<u>\$ 236,905</u>
Income taxes paid	<u>\$ 692,881</u>

*See accompanying notes.*

## Southeastern Telecom, Inc. and Subsidiaries

### Notes to Consolidated Financial Statements

March 31, 1996

#### 1. Summary of Significant Accounting Policies

##### Principles of Consolidation

The consolidated financial statements include the accounts of Southeastern Telecom, Inc. and its subsidiaries (the "Company"), Southeastern Telecom of Knoxville, Inc., Southeastern Telecom of Memphis, Inc., Southeastern Telecom of South Carolina, Inc. and Southeastern Telecom of North Carolina, Inc., which are 80% owned. The consolidated statement of income also includes the results of operations of SET Long Distance, L.P. for the six-month period ended September 30, 1995, at which time SET Long Distance, L.P. converted from a limited partnership to a limited liability company, changed its name to Southeastern Network Services, LLC ("SNS"), and Southeastern Telecom, Inc.'s ability to exercise control as general partner ceased. Accordingly, the financial statements of SNS are no longer consolidated with those of the Company. However, because Southeastern Telecom, Inc. and SNS have the same majority owner and predominately the same management, Southeastern Telecom, Inc. has the ability to exercise significant influence over SNS. Accordingly, the Company's investment in SNS is carried at cost plus equity in the undistributed earnings of SNS. All significant intercompany balances and transactions have been eliminated in consolidation.

##### Revenue Recognition

The Company follows the percentage of completion method of accounting for revenue earned under contracts for the sale and installation of telecommunication systems. The percentage of completion is measured using costs incurred to date in relation to estimated total costs of the contracts. Provision is made currently for any anticipated losses on contracts.

##### Deferred Revenue on Maintenance Contracts

The Company enters into contracts, generally for the term of one year, for the maintenance of telecommunication systems. The revenue earned under such maintenance contracts is recognized on a straight-line basis over the contract term and the related maintenance costs are expensed as incurred. As of March 31, 1996, \$1,415,238 of revenue is yet to be recognized under the outstanding contracts. Of this amount, \$652,401 was prepaid by customers and, accordingly, is presented as a current liability, "Deferred revenue on maintenance contracts", in the accompanying consolidated balance sheet. The remaining \$762,837 was billed but not due at March 31, 1996 and, accordingly, is included in "Trade and other accounts receivable" in the accompanying consolidated balance sheet.

**ATTACHMENT IV**

**MANAGERIAL AND TECHNICAL CAPABILITIES**

**SeTeL, LLC**

**MANAGERIAL AND TECHNICAL CAPABILITIES**

Jim Casteel, General Manager

Mr. Casteel joined SeTeL in 1996, as General Manager, to manage the expansion of its long distance business. Prior to joining SeTeL, Mr. Casteel was involved in sales and marketing positions with BellSouth Telecommunications, Inc. and was responsible for over-all management of business customer sales in Tennessee and Kentucky. He holds a Bachelor of Science degree from James Madison University (Virginia).

Jon Burks, Sales Manager

Mr. Burks is responsible for the sales and sales support of SeTeL. In coordination with the Operations Manager he is also responsible for the successful management of the service order and implementation process. Prior to joining SeTeL as sales manager, Mr. Burks was the National Account Manager for Southeastern Telecom on OrNda HealthCare.

Gloria Wilson, Operations Manager

Mrs. Wilson is responsible for customer service and operation support for pre-sale and follow-up activities. She works closely with sales and implementation teams. She also interfaces regularly with vendor and suppliers. Prior to taking over operations for SeTel, Mrs. Wilson was a manager with LDDS.



DEPOSIT  
D 5 0 1

DATE  
APR 11 1997

210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200

April 10, 1997  
**OVERNIGHT**

Tel: 407-740-8575  
Fax: 407-740-0613

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

RE: Initial Application and Tariff of SeTeL, L.L.C. for Authority to Provide  
Interexchange Telecommunications Services within the State of Florida.

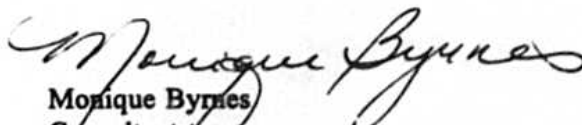
Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced  
application of U S WEST Long Distance, Inc. Also enclosed is a \$250 check 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  
Consultant to  
SeTeL, L.L.C.

cc: J. Casteel, SeTeL  
file: SeTeL - FL  
tms: FL97000

97 APR 11 PM 3:16  
MAIL ROOM