

Lance J.M. Steinhart

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6455 East Johns Crossing
Suite 285
Duluth, Georgia 30155

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
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June 17, 1997

VIA OVERNIGHT DELIVERY

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

DEPOSIT

DATE

D549

JUN 19 1997

Re: Call Plus, Inc.

970740-TI.

Dear Sir/Madam:

Enclosed please find one original and twelve (12) copies of Call Plus, Inc.'s Application for Authority to Provide Interexchange Telecommunications Service Within the State of Florida, along with an original and twelve (12) copies of Call Plus, Inc.'s proposed tariff.

Call Plus, Inc. has sufficient financial capability to provide the requested service in the State of Florida and has sufficient financial capability to maintain the requested service and to meet its lease or ownership obligations. In support of Call Plus, Inc.'s stated financial capability, attached to its application is a copy of the Company's Financial Statements for the year ended February 28, 1997. As a reseller, Call Plus, Inc. does not intend to make a capital investment to provide service in the State of Florida, however, Call Plus, Inc. intends to fund the provision of service through internally generated cash flow. Call Plus, Inc. also has the ability to borrow funds, if required, based upon its financial capabilities.

I also have enclosed a check in the amount of \$250.00 payable to the Florida Public Service Commission to cover the cost of filing these documents.

RECEIVED
JUN 19 1997
11:19 AM '97
FISCAL

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

Initials of person who forwarded check:

A-J

Florida Public Service Commission
June 17, 1997
Page 2

Please return a stamped copy of the extra copy of this letter in the enclosed preaddressed prepaid envelope.

If you have any questions regarding the application or the tariff, please do not hesitate to call me. Thank you for your attention to this matter.

Sincerely,



Lance J.M. Steinhart, Esq.
Attorney for Call Plus, Inc.

Enclosures
cc: Mr. James Giannoit
LJS/lmb

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

- 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).**

2. 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.
- 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.

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

Call Plus, Inc.

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

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

1350 Reynolds Avenue, Suite 105
Irvine, CA 92714

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

None.

7. Structure of organization;

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

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

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.160 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 company, give reason why not.

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

James Giannoit
1350 Reynolds Avenue, Suite 105
Irvine, CA 92714
800/830-3679

- (c) Tariff;

Lance J.M. Steinhart
6455 East Johns Crossing, Suite 285
Duluth, GA 30155
770/232/9200

- (d) Complaints/Inquiries from customers;

James Giannoit
1350 Reynolds Avenue, Suite 105
Irvine, CA 92714
800/830-3679

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.

California.

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

Applicant is in the process of filing Applications in the 48 contiguous states and Hawaii.

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

California.

- (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 company or other telecommunications entity, and the circumstances involved.

None.

12. What services will the applicant offer to other certificated telephone companies:

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

None.

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?

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

Applicant will pay commissions to sales representatives.

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 type="checkbox"/> Other (specify): _____ | |

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?

Applicant's name and toll free number will appear on all end-users' bills.

___ 900 service

___ Operator Services

___ Available to presubscribed customers

___ Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals)

___ Available to inmates

Services included are:

___ Station assistance

___ Person to Person assistance

___ Directory assistance

___ Operator verify and interrupt

___ Conference Calling

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

1+area code+number or 1-800-XXX-XXXX

21. X Other:

A. See attached Financial Statements for the year ended February 28, 1997.

B. See attached resumes of Applicant's key employees.

C. Applicant will use the network services of its underlying carrier to provide services to customer in the State of Florida.

ATTACHMENTS:

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

**** 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.)

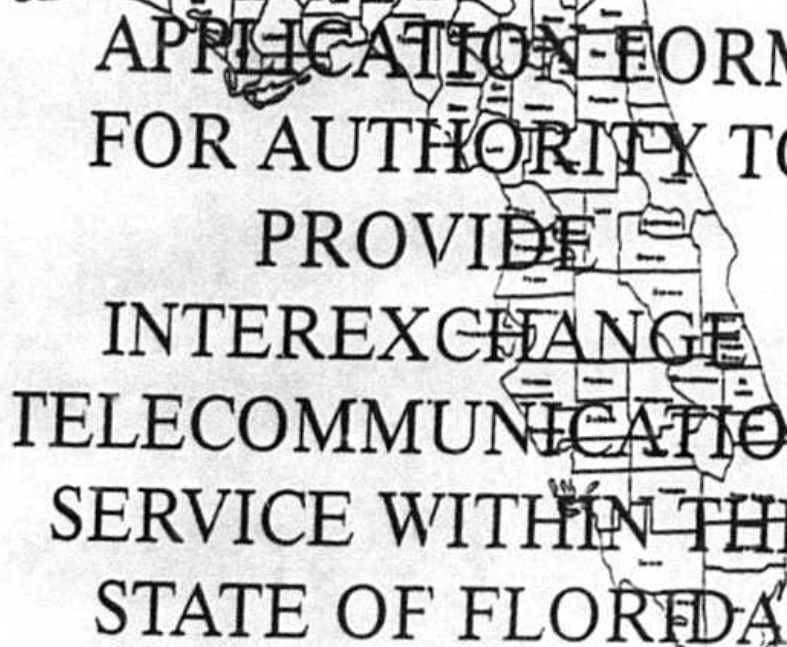
UTILITY OFFICIAL:

Jan C. ...
Signature
James Giannotti
President
Title

6-2-97
Date

714-476-8393
Telephone No.

F1



APPLICATION FORM
FOR AUTHORITY TO
PROVIDE
INTEREXCHANGE
TELECOMMUNICATION
SERVICE WITHIN THE
STATE OF FLORIDA

LIST OF ATTACHMENTS

PROPOSED TARIFF

FINANCIAL INFORMATION

MANAGEMENT INFORMATION

**CALL PLUS, INC.
INCOME STATEMENT
FEBRUARY, 1997**

Gross Receipts		
Coin Phone operations		\$38,210
Debit Card Sales		<u>56,215</u>
Total Gross Receipts		\$ 94,445
Overhead Expenses:		
Advertising	2,650	
Airborne	1,585	
Bank Service Charges	68	
Engineering Costs	19,100	
Insurance	417	
Legal & Professional	5,960	
License & Permits	855	
Office Supplies	1,084	
Rent	8,217	
Salaries	15,103	
Telephone Instrumentation Costs	28,114	
Telephone	4,381	
Telephone-Pay Phones	2,408	
Utilities	1,899	
Total Overhead Expenses		<u>89,841</u>
Net Income		<u>\$ 4,604</u>

JAMES R. GIANNOTTI

41 Rosy Finch Lane
Aliso Viejo, CA 92656
714-830-8633
800-396-3432

OBJECTIVE:

To pursue a career with an organization in which my experience, education and acquired expertise may be utilized to promote mutual growth and advancement.

EDUCATION:

University of Missouri, Columbia
Bachelor of Science in Business Administration
Major: Management
Graduated May 1984

EXPERIENCE:

- May 1993 - Oct 1995
Caistar Technologies, Inc.
Anaheim, CA
Position: Vice President Sales and Marketing (Co-Founder)
Distributor agreements, seminars, tradeshow, new products sales and vending operations.
- May 1991 - Mar 1993
Northstar Engineering, Inc.
Ontario, CA
Position: Vice President (Company Founder)
Bidding RFQ's, negotiating contracts, subcontracting jobs and marketing company's manufacturing capabilities to the Aerospace Industry.
- Aug 1990 - Nov 1991
Abaca dba/H&K Systems, Inc.
Huntington Beach, CA
Position: Manufacturers Representative
Represented over 20 different types of manufacturers in the Western United States. Solicited contract manufacturing for job shops, in Military, Aerospace and Medical related industries.
- Aug 1988 - Jun 1990
Blinder, Robinson & Co.
Las Vegas, NV
Position: Branch Recruiter
Primary Emphasis in maintaining and training professional sales forces.
Conduct interviewing and supervise operations and personnel.
- May 1986 - May 1988
Hamilton Avnet Inc.
Farmingdale, NY
Position: Sales Manager
Directed, trained and supervised staff of salespersons. Negotiated cost effective business transactions. Responsible for over 75 exporter accounts in tri-state area.
- July 1984 - July 1986
Majco, Inc.
Hicksville, NY
Position: Account Executive
Developed sales activities for midrange Korean exporting company.
- Nov 1983 - May 1984
K102 FM- KARQ RADIO STATION
Columbia, MO
Position: Intern Assistant to Marketing Analyst
Conducted telephone survey and marketing research for the station and its clients.

JOSEPH TUZINKIEWICZ
VICE PRESIDENT OF CALL PLUS INC.
D/B/A CALL PLUS TELECOM

Mr. Tuzinkiewicz is a disabled Police Officer who has over twenty years of experience in law enforcement, real estate, and telecommunications services. Mr. Tuzinkiewicz is a former trustee of the New Jersey Pay Phone Association. He has been instrumental in solving and correcting one of the N.J. Bell fraud issues. Mr. Tuzinkiewicz has a working knowledge of today's new technology in the field of debit phone cards, cellular debit, and public communications technology. He is also a member of the APCC, TRA, and the Fraternal Order of Police.

Foreign Countries

Germany, Italy, Mexico

Foreign Languages

Basic German and Spanish

Computer Skills

Macintosh: MacPaint, MacDraw, and Microsoft Word
IBM compatible PCs: DOS, Windows, Windows NT, Foxpro, Microsoft Works, MicroSoft Word, Paintbrush, Procmm Plus2, and electronic mail.

Education and Training

Harris 20-20 Installation and Configuration Training Course
Harris Technical Training Center, Navato, CA.
July 30-August 9, 1996 Certification Number 2985

Immix Telecom C3-II Programming Workshop
Ft. Lauderdale, FL. January 8-January 12, 1996

General Studies

City College of Chicago, European Division, Heidelberg, Germany
Associates Degree upon completion of final course.

Personal Computer Training Program

Professional Career Development Institute, Atlanta, GA.

Communication Security Equipment Repairer

United States Army Signal Center at Fort Gordon, Fort Gordon, GA.
Honor Graduate, Diploma, January 1991 to June 1991

Standard Army Maintenance System, Level 1

Department of the Army, Karlsruhe, Germany, January 1994

German Headstart Class, 40 hours, July 1991

E-Mail training, 5 hours, July 1993

Department of the Army, Heidelberg, Germany

Awards

Army Commendation Medal

The Good Conduct Medal

National Defense Service Medal

Army Service Ribbon

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Call Plus, Inc. ("CPI"), with principal offices at 1350 Reynolds Avenue, Suite 105, Irvine, California 92714. 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: June 18, 1997

Effective:

By:

James Giannoit, President
Call Plus, Inc.

1350 Reynolds Avenue, Suite 105
Irvine, California 92714

CONCURRING, CONNECTING OR
OTHER PARTICIPATING CARRIERS AND
BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

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Irvine, California 92714

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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

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Irvine, California 92714

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to CPI's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable CPI to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Florida Public Service Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of CPI or purchases a CPI Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or CPI - Used throughout this tariff to mean Call Plus, Inc., a Delaware corporation.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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Call Plus, Inc.
1350 Reynolds Avenue, Suite 105
Irvine, California 92714

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by CPI for telecommunications between points within the State of Florida. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in Florida.

- 2.1.1 The services provided by CPI are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

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Call Plus, Inc.

1350 Reynolds Avenue, Suite 105
Irvine, California 92714

-
- 2.2.4 CPI's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 CPI does not transmit messages, but the services may be used for that purpose.
- 2.2.6 CPI's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

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- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Irvine, California 92714

this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, CPI will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to CPI equipment, personnel or the quality of service to other Customers, CPI may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, CPI may, upon written notice, terminate the Customer's service.

- 2.4.7 The Customer must pay CPI for replacement or repair of damage to the equipment or facilities of CPI caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any CPI equipment installed at Customer's premises.
- 2.4.9 If CPI installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

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2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, CPI may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due CPI for more than thirty (30) days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over CPI's services, or
 - 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting CPI from furnishing its services.
- 2.5.2 Without incurring liability, CPI may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and CPI's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

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2.6 Credit Allowance

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

Issued: June 18, 1997**Effective:****By:****James Giannoit, President
Call Plus, Inc.****1350 Reynolds Avenue, Suite 105
Irvine, California 92714**

2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. Interest at the rate of 1.5% per billing cycle, or the amount otherwise authorized by law, whichever is lower, will accrue upon any unpaid amount commencing 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 120 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 120 day period.

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2.11 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein, except as described for prepaid calling card service.

2.13 Late Charge

A late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.15 Location of Service

The Company will provide service to Customers and their end users within the State of Florida.

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- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. CPI will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

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Suite 105
Irvine, California 92714
(800) 830-3679

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Any objection to billed charges should be reported promptly to CPI. Subject to Section 2.10.3 of this tariff, adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of CPI or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. CPI's name and toll-free telephone number will appear on the Customer's bill.

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3.5.4 CPI Prepaid Calling Cards.

This service permits use of CPI Prepaid Calling Cards for placing long distance calls. Customers may purchase CPI Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. CPI Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in five dollar (\$5) increments. CPI Prepaid Calling Card service is accessed using the CPI toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. CPI's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call, which includes applicable taxes, is deducted from the remaining Telecom Unit balance on the Customer's CPI Prepaid Calling Card.

All calls must be charged against an CPI Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur when five (5) minutes and when one minute remain before the balance will be depleted, based upon the terminating location of the call.

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In order to continue the call, the Customer can either call the toll-free number on the back of the CPI Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the CPI Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid CPI Prepaid Calling Card prior to termination.

A card will expire 12 months from the date of purchase, or the date of the last recharge, whichever is later.

A credit allowance for CPI Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. A Customer may also be granted credit for reaching a wrong number. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the CPI Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, reached wrong number, etc.), and the approximate time that the call was placed.

When a call charged to an CPI Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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4.4 Prepaid Calling Cards**CPI Private Branded Cards**

Dollar Amount Purchased	Price Per Unit
\$100 or less	\$.50
\$101 to \$500	\$.45
\$501 to \$750	\$.40
\$751 to \$1,000	\$.35
\$1,001 to \$1,500	\$.33
\$1,501 to \$2,000	\$.31
\$2,001 to \$5,000	\$.29
\$5,001 to \$7,500	\$.27
\$7,501 to \$10,000	\$.25
\$10,001 to \$12,500	\$.20
\$12,501 to \$15,000	\$.19
\$15,001 or more	\$.17

CPT Customer labeled cards

Number of Minutes Purchased (Monthly)	Price Per Unit
50,000 to 99,999	\$.330
100,000 to 149,999	\$.290
150,000 to 199,999	\$.250
200,000 to 349,999	\$.210
350,000 to 499,999	\$.190
500,000 to 2,499,999	\$.179
2,500,000 to 4,999,999	\$.159
5,000,000 to 9,999,999	\$.139
10,000,000 to 19,999,999	\$.119
20,000,000 or More	\$.099
(Minimum Order 50,000 minutes)	

Cards will be decremented by one Telecom Unit for each minute or fractional part of a minute for intrastate calls. These rates apply twenty-four hours per day, seven days per week. Prices include all taxes.

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4.5 Directory Assistance

\$.65

4.6 Returned Check Charge

\$15.00

4.7 Rate Periods

DAY	Monday - Friday, 8:00 am - 4:59 pm
EVENING	Sunday - Friday, 5:00 pm - 10:59 pm
NIGHT	Sunday - Saturday, 11:00 pm - 7:59 am
	Saturday 8:00 am - 10:59 pm
	Sunday 8:00 am - 4:49 pm

4.8 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls.

Intrastate toll calls received from the relay service, each local exchange and interexchange telecommunications company billing relay call will be discounted by 50 percent of the applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the applicable rate for voice nonrelay calls.

Florida Public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

4.9 Employee Concessions

The Company does not offer employee concessions.

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