

# Telecom Tariff Consultants

Kott Enterprises, Inc.

RECEIVED

PO Box 14062, Ft. Lauderdale, Florida 33302  
Tel: (954) 764-5093 Fax: (954) 764-0840

SEP 05 1997

Cynthia D. Kott, President - Records/Reporting  
Loren R. Kott, Vice President  
Allison Kacurov, Administrative Assistant

September 2, 1997

Florida Public Service Commission  
Division of Communications  
2540 Shumard Oak Boulevard  
Gunter Building  
Tallahassee, FL 32399-0850

971166-TI

RE: Telstar International, Inc.

Sir/Madam:

Please find enclosed one original and twelve (12) copies of the Application to Provide Interexchange Telecommunications service within the State of Florida and Tariff on behalf of the above referenced long distance reseller.

For purposes of verification of receipt, I have enclosed an additional copy of this transmittal letter as well as a SASE. Please date stamp and return same to me.

You will also find enclosed a check in the amount of \$250.00 representational of the filing fee.

I look forward to working with you on behalf of my client.

Respectfully,

*Cynthia D. Kott*  
Cynthia D. Kott

RECEIVED  
SEP 4 3 20 PM '97  
ADMINISTRATION  
MAIL ROOM

CDK:ak  
encl.

6100000                      6100000  
BARNETT BANK OF TALLAHASSEE,  
FOR DEPOSIT ONLY  
PUBLIC SERVICE COMMISSION #6100000  
FLORIDA STATE TREASURY  
CONCENTRATION ACCOUNT #1000004444  
6100000                      6100000

Check received with filing and forwarded to Fischt for deposit. Fischt to forward a copy of check to FURT with proof of cash, coll.

Initials of person who forwarded check:  
AK

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

DN 08938-97  
9/5/97

**\*\*FLORIDA PUBLIC SERVICE COMMISSION\*\***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

Capitol Circle Office Center  
2540 Shumard Oak Blvd  
Tallahassee, Florida 32399-0850

**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 certificate and for approval of sale, assignment or transfer of an existing certificate. In the 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 any questions about completing the form, contact:

Florida Public Service Commission  
Division of communications  
Bureau of Service Evaluations  
Capitol Circle Office Center  
2540 E. Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6586

- E. Once completed, submit the original and twelve (12) copies of this form to:  
Florida Public Service Commission  
Division of Records and Reporting  
Room E 110  
2540 E. Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6600

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).

2. The legal name of the applicant:

**Telstar International, Inc.**

3. Name under which the applicant will do business:  
Provide proof of compliance with the fictitious name  
statute (Chapter 85.09FS), if applicable.

**Telstar International, Inc.**

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

**Registered Agent: NRAI  
526 E. Park Avenue  
Tallahassee, FL 32301**

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

**4419 Floyd Road  
Mabelton, Georgia 30059**

6. Structure of organization:  Individual  
 Corporation  
 Foreign Corporation  
 Foreign Partnership  
 General Partnership  
 Limited Partnership  
 Other, \_\_\_\_\_

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

N/A

8. If incorporated, give name, titles and addresses of the directors, chief officers and ten largest stockholders.

See attached.

9. If incorporated, please give:

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

See Attached

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

NRAI

526 E. Park Avenue  
Tallahassee, FL 32301

10. Information as to whether any of the officers or directors have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

NO

11. Indicate if any of the officers, directors, partners or stockholders have previously been and/or currently are an officer, director, partner or stockholder in any other Florida certificated telephone company.

NO

- (a) If yes, give name of company and relationship.  
(b) If no longer associated with company, give reason why not.

FORM PSC/CMU 31 (10/90)

12. List the states in which the applicant:
- a) Has operated as an interexchange carrier.  
**None**
  - b) Has applications pending to be certified as an interexchange carrier.  
**None**
  - c) Is certified to operate as an interexchange carrier.  
**None**
  - d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.  
**N/A**
  - e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.  
**N/A**
  - f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.  
**N/A**

13. Who will serves as liaison with the Commission in regard to (please give name, title, address and telephone number):
- a) The application: **Cynthia D. Kott  
Regulatory Consultant  
PO Box 14062  
Ft. Lauderdale, Florida 33302**
  - b) Official Point of Contact for the ongoing operations of the company:  
**Deborah Savage  
770-941-2334**
  - c) Tariff: **Cynthia D. Kott  
Regulatory Consultant  
PO Box 14062  
Ft. Lauderdale, Florida 33302**
  - d) Complaints/Inquiries from customers:  
**Deborah Savage  
770-941-2334**

13. 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 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 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 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 mbs., DS-3, etc.)

Travel Service  
 Method of access 950  
 Method of access is 800

\_\_\_\_\_ 900 Service

\_\_\_\_\_ Operator Services

\_\_\_\_\_ Available to presubscribed customers

\_\_\_\_\_ Available to non presubscribed customers

\_\_\_\_\_ (for example to patrons of hotels, students  
in Universities, patients in hospitals)

\_\_\_\_\_ Available to inmates

Services included are:

\_\_\_\_\_ Station assistance

\_\_\_\_\_ Person to Person assistance

XX \_\_\_\_\_ Directory Assistance

\_\_\_\_\_ Operator verify and interrupt

\_\_\_\_\_ Conference Calling

\_\_\_\_\_ Other: \_\_\_\_\_

15. What does the end user dial for each of the interexchange carrier services that were checked in question 14?

1 plus the number or 1 800 plus the number.

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

( ) Facilities.

( ) Operators.

( ) Billing and Collection.

( ) Sales.

( ) Maintenance.

( ) Other: None

17. Will your marketing program:

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

18. Explain any of the offers checked above (to whom, what amount, type of franchise, etc.)

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

- Residential customers.
- Business customers.
- PATS providers.
- PATS station end-users.
- Hotels & motels.
- Hotel & motel guests.
- Universities.
- University dormitory residents.
- Other: (specify) \_\_\_\_\_

20. Provide the name and address of the firm who will bill for your service.

**Direct Bill / LEC agreements where available.**

21. Will the name of your company appear on the bill for your services, and if not, why?

**Yes**

22. Who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

**Questions concerning bill will be received directly by company's customer service department.**

23. 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 attached.**



**\*\*APPLICANT ACKNOWLEDGEMENT STATEMENT\*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one 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 interstate revenues.
4. **LEC BYPASS RESTRICTIONS:** I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
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 telephone service.
6. **ACCURACY OF APPLICATION:** By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.

Deborah Savage, Vice President

By: Cynthia D. Kott  
Cynthia D. Kott

Regulatory Consultant

Title \_\_\_\_\_  
Date August 25, 1997

**ATTACHMENTS:**

- A - certificate transfer statement
- B - customer deposits and advance payments
- C - intrastate network
- D - Florida telephone exchanges and EAS routes

E - glossary

FORM PSC/CMJ 31 (10/90)

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

**CERTIFICATE TRANSFER STATEMENT**

I, (TYPED NAME) \_\_\_\_\_,

Current holder of certificate number \_\_\_\_\_ have

Reviewed this application and join in the petitioner's

Request.

Deborah Savage, Vice President

By: Cynthia D. Kott  
Cynthia D. Kott

Regulatory Consultant  
Title

August 25, 1997  
Date

FORM PSC/CMJ 31 (10/90)

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

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

- (XX) 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.)

President

Deborah Savage, Vice

By:

Cynthia D. Kott  
Cynthia D. Kott

Regulatory Consultant

Title

Date

August 25, 1997

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

**INTRASTATE NETWORK**

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

- 1)
- 2)
- 3)
- 4)

N/A

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

- 1)
- 2)
- 3)
- 4)

N/A

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

POP-to-POP

TYPE

OWNERSHIP

- 1)
- 2)

N/A

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).
5. TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.472(4)(a) (copy enclosed).
6. CURRENT FLORIDA INTRASTATE SERVICES: Applicant has ( ) or has not (XX) 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 services begin?
  - b) If the services are not currently offered, when were they discontinued?

Deborah Savage, Vice President

By:

Cynthia D. Kott  
Cynthia D. Kott

Regulatory Consultant

Title

Date

August 25, 1997

**\*\*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).

Deborah Savage, Vice President

By: Cynthia D. Kott  
Cynthia D. Kott

Regulatory Consultant  
Title

August 25, 1997  
Date

MANAGEMENT  
BACKGROUNDS

## APPLICANT'S TECHNICAL ABILITY TO PROVIDE SERVICE

Applicant's management team possess the necessary technical ability to provide telecommunications resale services. Applicant's key personnel are described on the following pages:

### Lyn Loveless, Chief Executive Officer

Lyn Loveless is the executive responsible for the management of Telstar International, Inc. ("Telstar"). In this capacity, Mr. Loveless operates Telstar's business and financial systems, and oversees Telstar's customer service and marketing efforts.

Mr. Loveless began his career in 1977, and has owned and managed six highly successful companies throughout the United States, including Loveless Nurseries, one of the largest interior/exterior landscaping companies in Atlanta, and Loveless Development, Inc., a construction company with offices in both Atlanta and Charlotte. Additionally, Mr. Loveless successfully started and franchised the Trendsetters Hair Salons. His responsibilities at Telstar include budgeting, financial management of all overhead expenses, and proposal negotiations.

### Deborah Savage, Vice President of Operations

Deborah Savage is the executive responsible for establishing each product division by hiring, training and managing personnel. Ms. Savage is also responsible for designing, ordering and testing the necessary custom computer programs and reporting systems for each division.

Ms. Savage began her career as marketing assistant and technical support for J. William Company, a division of Harland Check Printers. In this capacity, she assisted company customers and customer service representatives with computer program operation. Ms. Savage joined Interlink Telecommunications, Inc. ("Interlink"), as a Network Operations Manager. Interlink is a highly successful telecommunications company offering long distance telephone service (including prepaid calling cards), internet access, voice mail, toll-free "800" service and operator services throughout the United States. At Interlink, Ms. Savage was responsible for implementing new service offerings and designing custom software programs. Additional duties at Interlink included negotiating long distance network service agreements and managing Interlink's 24-hour operator/customer service call center. Ms. Savage also monitored Federal Communications Commission ("FCC") and state utility commission decisions for Interlink to determine their impact on Interlink's communications operations.



BALANCE

SHEET

TELSTAR INTERNATIONAL INC.  
Income Statement  
For the Period Ended February 28, 1997

	<u>1 Month Ended</u>		<u>2 Months Ended</u>	
	<u>Feb. 28, 1997</u>	<u>Pct</u>	<u>Feb. 28, 1997</u>	<u>Pct</u>
Revenue				
Cost of Sales				
Operating Expenses				
Salaries - Officers	3,461.52	0.00	7,788.42	0.00
Advertising	141.00	0.00	141.00	0.00
Amortization	31.50	0.00	63.00	0.00
Bank Charges	15.00	0.00	30.00	0.00
Conferences	845.00	0.00	845.00	0.00
Interest	273.34	0.00	273.34	0.00
Office and Postage	77.75	0.00	3,877.04	0.00
Supplies	0.00	0.00	79.41	0.00
Payroll Taxes	377.56	0.00	857.41	0.00
Telephone	44.55	0.00	44.55	0.00
Travel	<u>3,000.00</u>	<u>0.00</u>	<u>3,000.00</u>	<u>0.00</u>
Total Expenses	<u>8,267.22</u>	<u>0.00</u>	<u>16,999.17</u>	<u>0.00</u>
Operating Income	(8,267.22)	0.00	(16,999.17)	0.00
Other Income				
Other Expense				
Net Income (Loss) \$	<u>(8,267.22)</u>	<u>0.00</u>	<u>\$ (16,999.17)</u>	<u>0.00</u>

See Accountant's Compilation Letter

TELSTAR INTERNATIONAL INC.  
Balance Sheet  
February 28, 1997

Liabilities and Equity

Current Liabilities

Due to Loveless Landscaping In	\$	1,226.40
Line of Credit - Smyrna Bank		33,100.00
FICA Withholding Taxes		1,986.00
Federal Withholding Taxes		2,139.81
State Withholding Taxes		377.82
State Unemployment Taxes		202.49
Federal Unemployment Taxes		56.00
Less Federal Tax Deposits		<u>(1,658.40)</u>

Total Current Liabilities \$ 37,430.12

Long Term Liabilities

Equity

Capital Stock	1,000.00
Paid in Capital	5,463.16
Retained Earnings	(6,593.22)
Current Income (Loss)	<u>(16,999.17)</u>

Total Equity (17,129.23)

Total Liabilities & Equity \$ 20,300.89

See Accountant's Compilation Letter

TELSTAR INTERNATIONAL INC.  
Balance Sheet  
February 28, 1997

Assets

Current Assets			
Cash in Bank	\$	1,607.68	
Due from Lyn Loveless		511.21	
Stock Subscription Receivable		<u>100.00</u>	
Total Current Assets			\$ 2,218.89
Fixed Assets			
Organizational Costs		13,145.00	
Accumulated Depreciation		( 63.00)	
Deposits		<u>5,000.00</u>	
Total Fixed Assets			<u>18,082.00</u>
Total Assets			\$ <u>20,300.89</u>

See Accountant's Compilation Letter

Kathryn A. Yancey  
Certified Public Accountant  
5800 Mableton Parkway  
Mableton, Georgia 30059

March 19, 1997

TELSTAR INTERNATIONAL INC.  
MABLETON, GA 30059

Dear Sir and Madam:

I have compiled the accompanying Balance Sheet of TELSTAR INTERNATIONAL INC., as of February 28, 1997 and the related Income Statement for the one and two months then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of Financial Statements information that is the representation of management. I have not audited or reviewed the accompanying Financial Statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and Statement of Retained Earnings and Cash Flows required by generally accepted accounting principles. If the omitted disclosures and Statement of Cash Flows were included in the Financial Statements, they might influence the user's conclusions about the company's financial position, results of operations and cash flows. Accordingly, these Financial Statements are not designed for those who are not informed about such matters.

Respectfully,

*Kathryn A. Yancey*  
Kathryn A. Yancey  
Certified Public Accountant

*ARTICLES*

*OF*

*INCORPORATION*

Secretary of State  
Business Information and Services  
Suite 315, West Tower  
2 Martin Luther King Jr. Dr.  
Atlanta, Georgia 30334-1530

CONTROL NUMBER: 9636571  
EFFECTIVE DATE: 12/03/1996  
COUNTY : COBB  
REFERENCE : 0091  
PRINT DATE : 12/03/1996  
FORM NUMBER : 0311

HARTLEY, ROWE & FOWLER, P.C.  
JOSEPH H. FOWLER  
6622 EAST BROAD STREET  
DOUGLASVILLE, GA 301330489

CERTIFICATE OF INCORPORATION

I, the Secretary of State and the Corporation  
Commissioner of the State of Georgia, do hereby certify under the  
seal of my office that

TELSTAR INTERNATIONAL, INC.  
A DOMESTIC PROFIT CORPORATION

has been duly incorporated under the laws of the State of Georgia  
on the effective date stated above by the filing of articles of  
incorporation in the office of the Secretary of State and by the  
paying of fees as provided by Title 14 of the Official Code of  
Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the  
State of Georgia on the date set forth above.



*Lewis A. Massey*

Lewis A. Massey  
Secretary of State

STATE OF GEORGIA

COUNTY OF COBB

ARTICLES OF INCORPORATION OF  
TELSTAR INTERNATIONAL, INC.

1.

The name of the corporation is:

TELSTAR INTERNATIONAL, INC.

2.

The Corporation shall have authority to issue not more than 100,000 shares of \$1.00 par value common stock.

3.

The initial registered office of the Corporation shall be 4419 Floyd Road, Mableton, Georgia 30059 (COBB County), and the initial Registered Agent shall be LYN LOVELESS. The consent of the Registered Agent to serve in that capacity is attached hereto.

4.

The name and address of the Incorporator is LYN LOVELESS, 4419 Floyd Road, Mableton, Georgia 30059.

5.

The mailing address of the initial principal office of the Corporation is 4419 Floyd Road, Mableton, Georgia 30059.



The object of the Corporation is pecuniary gain and profit, and the Corporation shall have all powers necessary in furtherance of this object, and in addition to those powers generally and specifically set forth in O.C.G.A. Section 14-2-302 (1988).

7.

The initial Board of Directors shall consist of two members whose names and addresses are as follows:

LYN LOVELESS	5780 Pumpkintown Road Douglasville, Georgia 30135
--------------	--

DEBORAH SAVAGE	4419 Floyd Road Mableton, Georgia 30059
----------------	--

8.


No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of duty of care or other duty as a director, notwithstanding any provision of law imposing such liability, except that, to the extent provided by applicable law, this provision shall not eliminate or limit the liability of a director (1) for any appropriation, in violation of his duties, of any business opportunity of the Corporation, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) for the types of

CONSENT TO APPOINTMENT AS REGISTERED AGENT

TO: Secretary of State  
Ex-Officio Corporation commissioner  
State of Georgia

I, LYN LOVELESS, do hereby consent to serve as Registered  
Agent for the Corporation TELSTAR INTERNATIONAL, INC.

THIS 2<sup>nd</sup> day of December, 1996.

  
LYN LOVELESS  
4419 Floyd Road  
Mableton, Georgia 30059

HARTLEY, ROWE & FOWLER, P.C.

WALTER P. ROWE  
JOSEPH H. FOWLER  
JEFFREY P. RICHARDS  
ROBERT J. KAUFFMAN  
MILDRED F. LANFORD

ATTORNEYS AT LAW  
6022 EAST BROAD STREET  
POST OFFICE BOX 489  
DOUGLASVILLE, GEORGIA 30133-0489

G. MICHAEL HARTLEY  
OF COUNSEL  
TELEPHONE 770/920-2000  
FAX 770/920-9119

December 2, 1996

Legal Advertising Director  
Marietta Daily Journal  
508 Fairground St.  
Marietta, Georgia 30060

RE: TELSTAR INTERNATIONAL, INC.

Dear Director:

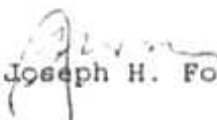
You are requested to publish once a week for two (2) weeks a notice in the forms attached.

Enclosed is a check in the amount of \$40.00 in payment of the costs of publication of this notice.

Thank you for your attention to this matter.

Respectfully,

HARTLEY, ROWE & FOWLER, P.C.

  
Joseph H. Fowler

JHF:llw  
Enclosure

**LEGAL NOTICE:** Notice is given that articles of incorporation which will incorporate **TELSTAR INTERNATIONAL, INC.** will be delivered to the Secretary of State for filing in accordance with the Georgia Business Corporation Code. The initial registered office of the Corporation will be located at 4419 Floyd Road, Mableton, Georgia 30059, and its initial registered agent at such address is **LYN LOVELESS.**

*FOREIGN*  
*CORPORATION*  
*CERTIFICATE*

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by TELSTAR INTERNATIONAL, INC. doing business in Florida as TELSTAR LONG DISTANCE, INC., a Georgia corporation, authorized to transact business within the State of Florida on April 4, 1997 as shown by the records of this office.

The document number of this corporation is F97000001751.

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



CR2EO22 (1-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

# TARIFF

## TITLE SHEET

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff applies to the intrastate resale telecommunication services furnished by Telstar International, Inc. between one or more points in the State of Florida. This tariff is on file with the Public Service Commission of Florida and copies may be inspected, during normal business hours, at the Company's principal place of business at 4419 Floyd Road, Mabelton, Georgia 30059.

Issued: August 20, 1997

Effective Date: \_\_\_\_\_

Issued By:

Deborah Savage  
TELSTAR INTERNATIONAL, INC.  
4419 Floyd Road  
Mabelton, Georgia 30059  
(770) 941-2334



## CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original

Issued: August 20, 1997

Effective Date: \_\_\_\_\_

Issued By:

Deborah Savage  
TELSTAR INTERNATIONAL, INC.  
4419 Floyd Road  
Mabelton, Georgia 30059  
(770) 941-2334

## TABLE OF CONTENTS

Check Sheet .....	2
Table of Contents .....	3
Concurring, Connecting or Other Participating Carriers .....	4
Explanations of Symbols, Reference Marks, and Abbreviations of Technical Terms .....	4
Tariff Format .....	5
<b>Section I - Technical Terms and Abbreviations .....</b>	<b>6</b>
<b>Section II - Rules and Regulations .....</b>	<b>8</b>
Authorization to Obtain Credit Information .....	14
Customer Service .....	16
Customer's Liability in the Event of Denial or Disconnection of Service .....	13
Deposit .....	15
Description of Payment and Billing Periods .....	14
Discontinuance of Payment and Billing Periods .....	11
Emergency Calls .....	16
Initial Contract Period and Termination of Service by Customer .....	8
Interruption of Service .....	12
Liability of Carrier .....	9
Limitations .....	9
Obligation of Customer .....	9
Promotional Offerings .....	16
Reinstitution of Service .....	13
Responsibilities of the Customer .....	10
Restoration of Service .....	11
Restoration of Service .....	14
Returned Checks .....	15
Right to Backbill for Improper Use of Carrier's Services .....	15
Taxes .....	15
Termination by Customer .....	13
Undertaking of TELSTAR	18
Use .....	9
<b>Section III - Description of Services .....</b>	<b>17</b>
General Description of Service .....	17
Minimum Call Completion Rate .....	18
Service Area .....	18
Timing of Calls .....	19
<b>Section IV - Rates .....</b>	<b>20</b>
Directory Assistance .....	22
Discounts for Hearing Impaired Customers .....	22
Nonrecurring Charges .....	22
TELSTAR 800 Service .....	22
TELSTAR Business Service .....	21
TELSTAR Residential Service .....	20
TELSTAR Travel Service .....	22
Time of Day Rate Periods .....	23

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

AT&T Communications of New England, Inc., MCI Telecommunications Corporation, US Sprint Communications Company, L.P., and Witel, Inc.

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS

The following symbols shall be used in this tariff for the purpose indicated below:

- (D) - to signify discontinued rate or regulation.
- (I) - to signify increase.
- (M) - to signify material transferred form.
- (N) - to signify new rate or regulation.
- (R) - to signify reduction.
- (T) - to signify a changed in text but no change in rate or regulation.

## Glossary of Acronyms:

<b>FLPSC</b>	Florida State Public Service Commission.
<b>IXC</b>	A long distance telephone company which carries calls between LATAs
<b>LEC</b>	Local exchange company.
<b>TELSTAR</b>	Used throughout this tariff to mean Telstar International, Inc.
<b>WATS</b>	Wide Area Telecommunications Service. A special long distance service providing inward dialing from any phone in a specified geographical area, or outward dialing to any phone in a specified area from on specific phone.

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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 FLPSC. For example, the 4<sup>th</sup> revised Sheet 14 cancels the 3<sup>rd</sup> revised Sheets 14. Because of various suspension periods, deferrals, etc. the FLPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- 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 FLPSC, 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 page 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 this page if these are the only changes made to it (i.e., the format, etc. remain 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 FLPSC.

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## SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

<b>Accounting Code -</b>	A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.
<b>Access Line -</b>	An arrangement which connects the Customer's location to TELSTAR switching center.
<b>Authorized User -</b>	A person, firm, corporation, or any other entity authorized by the Customer to communicate, utilizing the Carrier's service.
<b>Commission -</b>	The Florida Public Service Commission.
<b>Company or Carrier -</b>	Telstar International, Inc. unless otherwise clearly indicated by the context.
<b>Customer -</b>	The person, firm, corporation or other entity which orders, cancels amends or uses service under this tariff and is responsible for payment of charges and compliance with the Company's tariff.
<b>Day -</b>	Unless otherwise specified in this tariff, from 8:00 AM up to but not including 5:00 PM local time Monday through Friday.
<b>Evening -</b>	Unless otherwise specified in this tariff, from 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

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

**Holidays -** For the purposes of call rating\*, the Company observes the following holidays (as Federally observed):

Thanksgiving Day	Christmas Day	Veterans Day
Labor Day	Columbus Day	Memorial Day
New Year's Day	Independence Day	
President's Day	Martin Luther King Day	

\* Evening rates apply to all of the above Holidays

**Long Distance Resale Service -** Long Distance Resale Service is a public communications service for hire, which includes providing long distance service to Customers through the resale of leased lines and services provided by multiple other common Carriers.

**Night/Weekend -** Unless otherwise specified in this tariff, from 11:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

**User -** The calling party utilizing the services of TELSTAR and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect, third party and room charge calls.

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

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**SECTION II - RULES AND REGULATIONS****2.1 Undertaking of TELSTAR**

- 2.1.1 TELSTAR's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. Service is provided twenty-four hours a day, seven days a week.
- 2.1.2 TELSTAR is a resale common carrier, TELSTAR's services provide intrastate long distance message telephone service to Customers for their direct transmission and reception of voice, data, and other types of communications. TELSTAR may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange carrier), when authorized by the Customer, to allow connection of a Customer's location to the TELSTAR network. The Customer shall be responsible for all charges due for such service arrangement. The Carrier agrees to dutifully abide by all Rules and Regulations as set forth by the FLPSC.
- 2.1.3 The Customer's monthly charge for services are based upon the total time the Customer actually uses the service. For billing purposes, calls are rounded up to the next full billing increment, one minute for Residential and six seconds for Business Service. Minimum call duration time for Residential is one minute and for Business Service is thirty seconds. 800 Service and Travel Service billing increments are the same as the service associated with and contracted for, Business or Residential Service.
- 2.1.4 The rates and regulations contained in this tariff apply only to the services furnished by TELSTAR and do not apply, unless otherwise specified, to the lines facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of TELSTAR.

**2.2 Initial Contract Period and Termination of Service by Customer**

- 2.2.1 Contract Periods - The initial contract period for service and facilities is thirty (30) days.
- 2.2.2 Termination by Customer - Service may be canceled at any time by a Customer taking switched services. A Customer taking dedicated WATS or Point-to-Point services may cancel service on not less than thirty (30) days prior written notice to Carrier.

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## SECTION II - RULES AND REGULATIONS, (CONT'D)

2.3 Obligation of Customer

2.3.1 The customer will assume responsibility for all usage and service billed.

2.4 Limitations

2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.4.2 TELSTAR reserves the right to discontinue or limit service when necessitated, per Florida Commission Rules and with twenty-four hours notice, by the conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.4.3 With the exception of shared tenant services, all facilities and services provided under this tariff are directly or indirectly controlled by TELSTAR and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.4.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.5 Use

2.5.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.6 Liability of Carrier

2.6.1 Liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the Customers, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays or errors or defects in the transmission occur, or as otherwise determined in a court of law. For the purposes of computing such amount a month is considered to have thirty (30) days.

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## SECTION II - RULES AND REGULATIONS (CONT'D)

2.6 Liability of Carrier, (cont'd)

- 2.6.2 In no event will Carrier be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Carrier is found to have been grossly negligent.
- 2.6.3 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Carrier.
- 2.6.4 The Carrier shall not be liable for and the Customer indemnifies and holds the Carrier harmless from any and all loss, claims, demands, suites, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or death of, any person, or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, Act of God, fire, war, civil disturbance, or act of government which is not the direct result of the Carrier's control or negligence.

2.7 Responsibilities of the Customer

- 2.7.1 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.7.2 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, third party, calling card, or credit card calls.

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**SECTION II - RULES AND REGULATIONS, (CONT'D)****2.7 Responsibilities of the Customer, (cont'd)**

2.7.3 The Customer shall ensure that Customer's terminal equipment and/or system is properly interfaced with TELSTAR's facilities or services, that the signals emitted into TELSTAR's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

**2.8 Restoration of Service**

2.8.1 The use and restoration of service shall be in accordance with the priority system specified in part 64 Subpart D of The Rules and Regulations of the Federal Communications Commission.

**2.9 Discontinuance of Service**

2.9.1 Without incurring liability TELSTAR may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.9.3, under any of the following conditions:

2.9.1A For nonpayment of any sum due TELSTAR for more than thirty days after issuance of the bill for the amount due.

2.9.1B For periods of account inactivity in excess of sixty days.

2.9.1C In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.

2.9.1D For violation of any of the provisions of this tariff.

2.9.1E For the use of foul or profane expressions, the impersonation of another with fraudulent intent, or of any other violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Federal Communications Commission.

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**SECTION II - RULES AND REGULATIONS, (CONT'D)****2.9 Discontinuance of Service, (cont'd)**

- 2.9.1F For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over TELSTAR's services, or
- 2.9.1G By reason of any order of decision of a court, business service commission or federal regulatory body or other governing authority prohibiting TELSTAR from furnishing its services.
- 2.9.1H For the use of telephone service for any other property or purpose than that described in the contract.
- 2.9.2 TELSTAR may discontinue service without notice for any of the following reasons:
- 2.9.2A If a Customer or Customer causes or permits any signals or voltages to be transmitted over TELSTAR's network in such a manner as to cause a hazard or to interfere with TELSTAR's service to others.
- 2.9.2B If a Customer or user uses TELSTAR's services in a manner to violate the law.
- 2.9.3 Procedures for discontinuance of existing service:
- 2.9.3A In all other circumstances, TELSTAR will provide the Customer with written notice stating the reason for discontinuance, and will allow the Customer not less than 10 days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which TELSTAR is not prepared to accept payment of the amount due and to reconnect service.

**2.10 Interruption of Service**

- 2.10.1 Without incurring liability, TELSTAR 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 TELSTAR equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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**SECTION II - RULES AND REGULATIONS, (CONT'D)****2.10 Interruption of Service, (cont'd)**

2.10.2 Service may be discontinued by TELSTAR without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when TELSTAR deems it necessary to take such action to prevent unlawful use of its service. TELSTAR will restore service as soon as it can be provided to the customer affected and assign a new authorization code to replace the one that has been deactivated.

2.10.3 Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or failure of channels, equipment or communication systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption of 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, or is not in wiring or equipment, if any furnished by Customer and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier's-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

**2.11 Termination by Customer**

2.11.1 Customer may cancel service by providing thirty days written notice to TELSTAR.

**2.12 Customer's Liability in the Event of Denial or Disconnection of Service**

2.12.1 In the event Customer's service is denied or disconnected by the Carrier for any of the reasons stated in section 2.9, Customer shall be liable for all unpaid charges due and owing to Carrier.

**2.13 Reinstitution of Service**

2.13.1 If Customer seeks reinstatement of service following disconnection of service by Carrier, Customer shall pay to Carrier prior to the time service is reinstated (1) all accrued and unpaid charges and (2) a new connection fee of \$25.00.

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**SECTION II - RULES AND REGULATIONS, (CONT'D)****2.14 Restoration of Service**

2.14.1 The use and restoration of service shall be in accordance with the priority system specified in part 64 Subpart D of The Rules and Regulations of the Federal Communications Commission.

**2.15 Authorization to Obtain Credit Information**

2.15.1 Carrier reserves the right to require all Customers to establish credit-worthiness to the reasonable satisfaction of Carrier. Upon application for service, Customer shall be deemed to have authorized Carrier to obtain such routine credit information and verification as Carrier shall require in accordance with its then existing credit policies. All criteria and methods used in the acquisition and assessment of credit related information shall be consistent and uniform for all applicants or Customers.

**2.16 Description of Payment and Billing Periods**

2.16.1 Charges for services are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis until canceled by the customer in writing on not less than thirty (30) days notice.

2.16.2 Billing will be payable upon receipt and past due 15 days after issuance.

2.16.3 Charges are based on actual usage during a month and will be billed monthly in arrears.

2.16.4 The Customer is responsible for the payment of ALL charges for service and equipment provided to the Customer. This applies to Customers where the provision of service Carrier includes the use of authorization (access) codes. The Customer agrees to pay to Carrier ANY cost incurred as a result of ANY DELEGATION OF AUTHORITY resulting in use of his/her authorization codes.

2.16.5 Where a Customer, e.g. an employer, provides the use of authorization codes to his/her employees, or where the Customer, e.g. a family member, provides the use of authorization codes to his/her family relations or friend, guest, etc., the Customer agrees to pay to Carrier ANY cost incurred as a result of these uses of the authorization codes.

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## SECTION II - RULES AND REGULATIONS, (CONT'D)

2.17 Deposit

2.17.1 The company will not collect deposits from customers in the State of Florida.

2.18 Taxes

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

2.19 Right to Backbill for Improper Use of Carrier's Service

2.19.1 Any person or entity which uses, appropriates or secures the use of services from Carrier, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Carrier and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Carrier's services actually made by Customer. In addition, Carrier shall be entitled to recover an amount equal to a late payment fee of 1.5 percent per month for the period(s) for which such charges would have been payable.

2.20 Returned Checks

2.20.1 If Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, Company shall apply a service charge after Customer has been forwarded a notice of same five days in advance as follows:

Per Returned Check: 5% or fifteen dollars, which ever is greater.

2.20.2 The charge shall be applied to Customer's monthly billing, in addition to any other charges which may apply under this tariff.

2.20.3 Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

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## SECTION II - RULES AND REGULATIONS, (CONT'D)

2.21 Customer Service

2.21.1 In the event that the customer is experiencing a service problem, the local telephone company will refer the customer to TELSTAR. Questions regarding billing can also be directed to TELSTAR's Customer Service Department in Clearwater, Florida via mail or by dialing their number, (770) 941-2334. Credits to customer accounts will be applied on the next TELSTAR bill.

2.22 Promotional Offerings

2.22.1 The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These promotions will be approved by the FLPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

2.23 Emergency Calls

2.23.1 Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers.

2.23.1.A Governmental fire fighting, State Highway Patrol, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five days a year, including holidays.

2.23.1B An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

2.23.1C **Emergency Shortage of Facilities:** The Carrier reserves the right to limit the length of conversations in times of emergency if a shortage of facilities occurs.

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**SECTION III - RULES AND REGULATIONS****3.1 General Description of Service**

- 3.1.1 TELSTAR resells facilities-based interexchange (IXC) carrier services including, but not limited to, access, switching, transport, termination and other services for the direct transmission and reception of voice, data, and other types of communications.
- 3.1.2 Customer's monthly charges for Carrier service are based on the total time Customer actually uses the service.
- 3.1.3 TELSTAR's services are offered to Customers on a monthly basis.
- 3.1.4 TELSTAR's services are offered to Customers twenty-four hours a day.
- 3.1.5 All service shall remain in effect for a minimum of thirty days.
- 3.1.6 TELSTAR's underlying carriers include, but are not limited to AT&T Communications of New England, Inc., US Sprint Communications Company, L.P., and WILTEL, Inc.
- 3.1.7 Customers may use accounting codes to identify the Customers or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

**3.2 Service Options**

- 3.2.1 **TELSTAR Residential Service:** A one-way multi-point service whereby the subscriber originates and terminates calls via residential telephone lines. Subscribers switch on through Equal Access Dialing procedures.
- 3.2.2 **TELSTAR Business Service:** A one-way multi-point service whereby the user originates and terminates calls via business telephone lines.
- 3.2.3 **TELSTAR Travel Service:** Customers may request from TELSTAR a Travel Card for use in accessing the TELSTAR network of carrier services when away from business telephones. Customer dials the appropriate carrier access number sequence specified on the Customer's TELSTAR Travel Card.

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**SECTION III - DESCRIPTION OF SERVICES, (CONT'D)****3.2 Service Options (cont'd)**

**3.2.4 TELSTAR 800 Service:** TELSTAR's 800 service is available twenty-four hours a day, seven days a week. Service is provided by TELSTAR's underlying carries. Incoming calls from the TELSTAR network terminate at the Customer premises via special access or business line termination.

**3.2.5 Directory Assistance:** The underlying carrier provides service to TELSTAR to offer directory assistance services which the Customer may access by dialing area code plus 555-1212. Customer will be billed for such service by TELSTAR.

**3.3 Calculation of Distance**

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

**3.3.2** The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. TELSTAR uses vertical and horizontal coordinates produced by Bell Communications Research in their NPA-NXX V & H coordinates tape and Bell's NECA tariff No. 4.

**3.3.2.A FORMULA:**

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

**3.4 Service Area**

**3.4.1** The service area of Carrier includes all points in Florida, including all major metropolitan areas.

**3.5 Minimum Call Completion Rate**

**3.5.1** Customers can expect a call completion rate of 99% during peak use periods for all Feature Group D Equal Access 1+ services. 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 IV - RATES

4.1 TELSTAR Residential Service

4.1.1 Residential Service provides facilities to complete toll calls between two points in Florida. The maximum rates\* are: (All zero minus traffic will be routed to the LEC)

RATE MILEAGE	DAY		EVENING		NIGHT / WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
1 - 10	\$0.1900	\$0.0900	\$0.1425	\$0.0675	\$0.0950	\$0.0450
11 - 22	\$0.2600	\$0.1600	\$0.1950	\$0.1200	\$0.1350	\$0.0800
23 - 55	\$0.2741	\$0.2190	\$0.2056	\$0.1643	\$0.1550	\$0.1150
56 - 124	\$0.2741	\$0.2205	\$0.2056	\$0.1645	\$0.1595	\$0.1190
125 - 292	\$0.2741	\$0.2270	\$0.2056	\$0.1703	\$0.1620	\$0.1240
293 - 430	\$0.2741	\$0.2300	\$0.2056	\$0.1725	\$0.1635	\$0.1240
430 - 624	\$0.2766	\$0.2380	\$0.2073	\$0.1785	\$0.1670	\$0.1290

\*\*\* Above rates are rounded and billed in one minute increments following an initial one minute minimum.

Recognized Holidays: Thanksgiving Day      Christmas Day      Veterans Day  
 President's Day      Columbus Day      Memorial Day  
 New Year's Day      Labor Day  
 Independence Day      Martin Luther King Day

Issued: August 20, 1997

Effective Date: \_\_\_\_\_

Issued By:

Deborah Savage  
 TELSTAR INTERNATIONAL, INC.  
 4419 Floyd Road  
 Mabelton, Georgia 30059  
 (770) 941-2334

## SECTION IV - RATES, (CONT'D)

4.2 TELSTAR Business Service

4.2.1 Business Service provides facilities to complete toll calls between two points in Florida. The maximum rates\* are: (All zero minus traffic will be routed to the LEC)

RATE MILEAGE	DAY		EVENING		NIGHT / WEEKEND	
	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE	INITIAL MINUTE	EACH ADD'L MINUTE
1 - 10	\$0.1900	\$0.0900	\$0.1425	\$0.0675	\$0.0950	\$0.0450
11 - 22	\$0.2600	\$0.1600	\$0.1950	\$0.1200	\$0.1350	\$0.0800
23 - 55	\$0.2741	\$0.2190	\$0.2056	\$0.1643	\$0.1550	\$0.1150
56 - 124	\$0.2741	\$0.2205	\$0.2056	\$0.1645	\$0.1595	\$0.1190
125 - 292	\$0.2741	\$0.2270	\$0.2056	\$0.1703	\$0.1620	\$0.1240
293 - 430	\$0.2741	\$0.2300	\$0.2056	\$0.1725	\$0.1635	\$0.1240
430 - 624	\$0.2766	\$0.2380	\$0.2073	\$0.1785	\$0.1670	\$0.1290

\*\*\* Calls are billed and rounded in 6 second increments following an initial 30 second minimum.

Recognized Holidays: Thanksgiving Day      Christmas Day      Veterans Day  
 President's Day      Columbus Day      Memorial Day  
 New Year's Day      Labor Day  
 Independence Day      Martin Luther King Day

4.2.1.A Accounting Code Charges:  
 \$5.00 per month or \$0.20 per month per validated code  
 number, whichever is greater.

4.3 TELSTAR Travel Service

4.3.1 From origination to termination, the maximum rates are the same as the underlying service contracted for plus. An \$0.85 per call charge will be added to the regulated rates.

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SECTION IV - RATES, (CONT'D)4.4 TELSTAR 800 Service

4.4.1 From origination to termination, the maximum rates are the same as the underlying service contracted for plus: A monthly \$20.00 exclusive 800 number charge.

4.5 Nonrecurring Charges

4.5.1 Residential and/or Business Service  
Service Origination: \$50.00

4.5.2 800 Service  
Service Origination: \$50.00

4.5.3 Travel Service  
Service Origination: \$50.00

4.5.4 Accounting Code Charges  
Set-up and/or change: \$20.00

4.6 Directory Assistance

4.6.1 Customers will be billed at \$0.65 each time directory assistance is called.

4.7 Discounts for Hearing Impaired Customers

4.7.1 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

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## SECTION IV - RATES, (CONT'D)

4.8 Time of Day Rate Periods

4.8.1 The appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	<b>Daytime Rate Period</b>						
5:00 PM TO 11:00*	<b>Evening Rate Period</b>						Eve.
11:00 PM TO 8:00 AM*	<b>Night/Weekend Rate Period</b>						

\* to but not including.

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**\*\*FLORIDA PUBLIC SERVICE COMMISSION\*\***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

Capitol Circle Office Center  
2540 Shumard Oak Blvd  
Tallahassee, Florida 32399-0850

DEPOSIT  
D 6 0 7 <sup>00</sup>

DATE  
SEP 04 1997

**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 certificate and for approval of sale, assignment or transfer of an existing certificate. In the 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 any questions about completing the form, contact:

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.G.

Florida Public Service Commission  
Division of communications  
Bureau of Service Evaluations  
Capitol Circle Office Center  
2540 E. Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850  
(850) 413-6586

KOTT ENTERPRISES, INC.

P. O. BOX 14062 PH. 954-764-5093  
FT. LAUDERDALE, FL 33302

1609

PAY TO THE ORDER OF

FPSC

DATE

9/2/97

\$250.00/100

Two hundred fifty + NO | 100

DOLLARS

Northern Trust Bank of Florida N.A.

FOR

TELSTAR

Cynthia W. Kott

**\*\*FLORIDA PUBLIC SERVICE COMMISSION\*\***

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

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FT. LAUDERDALE, FL 33302

1609

PAY TO THE ORDER OF

FPSC

DATE 9/2/97

\$ 250.00/100

Two hundred fifty + NO / 100

DOLLARS

Northern Trust Bank of Florida N.A.

FOR TELSTAR

Cynthia Kott