

# Telecom Tariff Consultants

Kott Enterprises, Inc.

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

Cynthia D. Kott, President  
Loren R. Kott, Vice President  
Allison Kacurov, Administrative Assistant

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION

97 DEC 30 PM 2:50

MAIL ROOM

971669-TJ

December 29, 1997

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

RE: American Telephone Company, Inc.

Dear Sir / Madam:

Enclosed please find an original and six (6) 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.

You will also find enclosed, a check made payable to the Florida Public Service Commission in the amount of \$250.00 to cover the filing fee costs.

Any inquiries regarding this application and its contents may be directed to the undersigned.

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 to me.

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

Respectfully,

*Allison Kacurov*

Allison Kacurov

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

Initials of person who forwarded check:

*AK*

AK:ak  
encl.

DOCUMENT NUMBER - DATE

13300 DEC 30 97

FPSC-RECORDS/REPORTING

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

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

**APPLICATION FORM**  
for  
**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS**  
**SERVICE WITHIN THE STATE OF FLORIDA**

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Instructions

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

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

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

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

DOCUMENT NUMBER-DATE  
13300 DEC 30 5  
FPSC-RECORDS/REPORTING

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

**Facilities based carrier** – company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

**Operator Service Provider** – company provides or plans to provide alternative operator services for IXC's; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

**Reseller** – company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

**Switchless Rebiller** – company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

**Multi-Location Discount Aggregator** – company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

**Prepaid Debit Card Provider** – any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. 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 an uncertificated company).**
- Approval for transfer of control (To another certificated company).**

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

**AMERICAN TELEPHONE COMPANY, INC.**

4. Name under which the applicant will do business (fictitious name, etc):  
**AMERICAN TELEPHONE COMPANY, INC.**

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

**17071 West Dixie Highway  
North Miami, Beach, Florida 33160**

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

**17071 West Dixie Highway  
North Miami Beach, Florida 33160**

7. Structure of organization;

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

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

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

(b) Indicate if the individual or any of the partners have previously been:

**N/A Applicant is Florida Corporation**

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **NO**

(2) officer, director, partner of 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. **NO**

9. If incorporated, please give:

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

Corporate charter number: 997000105401

(b) Name and address of the company's Florida registered agent.  
**American Telephone Company, Inc.  
17071 West Dixie Highway  
North Miami Beach, FL 33160**

(c) Provide proof of compliance with the fictitious name statute  
(Chapter 865.09 FS), if applicable.  
**Does not use d/b/a or fictitious name**

Fictitious name registration number: \_\_\_\_\_

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

- (1) adjudged bankrupt, mentally incompetent, or found guilty  
of any felony or of any crime, or whether such actions may  
result from pending proceedings. **NO**
- (2) officer, director, partner of 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. **NO**

10. Who will serve 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, FL 33301  
(954) 764-5093**

(c) Official Point of contact for the ongoing operations of the  
company;  
**Daria Weisser  
(305) 944-3131**

(d) Tariff;  
**Cynthia D. Kott  
Regulatory Consultant  
PO Box 14062  
Ft. Lauderdale, FL 33301  
(954) 764-5093**

(e) Complaints / Inquiries from customers;  
**Daria Weisser  
(860) 437-5010**

11. 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.  
**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: <u>NONE</u>      |                                     |

13. Do you have a marketing program?

**Services sold through independent agents.**

14. Will your marketing program:

- Pay commission?
- 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.)

**Commissions will be paid per standard industry commission structure to all agents for American Telephone Company, Inc.**

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?  
**Yes, Questions concerning bill will be received directly by company's customer service department.**
- (b) Name and address of the firm who will bill for your service.  
**Direct Bill / LEC agreements where available.**

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

A. Financial capability.

Regarding the showing of financial capability, the following applies:

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

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

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

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

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

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

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

**B. Managerial capability. See management backgrounds.**

**C. Technical capability. Company is a reseller – Network provided by underlying carrier.**

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

**See attached.**

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

**MTS with distance sensitive per minute rates**

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

**MTS with route specific rates per minute**

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access 800

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

Method of access if FGA

Method of access is FGB

Method of access id FGD

Method of access is 800

**MTS for pay telephone service providers**

**Block-of-time calling plan (Reach out Florida, Ring America, etc.).**



800 Service (Toll free)

WATS type service (Bulk or volume discount)

Method of access is via dedicated facilities

Method of access is via switched facilities

Private Line services (Channel Services)

(For ex. 1.544 mbs., DS-3, etc.)

Travel Service

Method of access is 950

Method of access is 800

900 service

Operator Services

Available to presubscribed customers

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

Available to inmates

Services included are:

Station assistance

Person to Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

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

**1 plus the number or 800 plus the number**

22.  Other:

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

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

UTILITY OFFICIAL: Cynthia W Kott  
Signature

12/29/97  
Date

for  
American Telephone Company Inc

Regulatory Consultant  
Title

0547645093  
Telephone No.

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

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

\_\_\_\_\_, and current holder of certificate number

\_\_\_\_\_, have reviewed this application and join in the petitioner's request  
for a transfer of the above-mention certificate.

**UTILITY OFFICIAL:**

Cynthia W Kott  
Signature

12/29/97  
Date

for  
American Telephone Company, Inc

Regulatory Consultant  
Title

954 764 5093  
Phone

**\*\* 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:**

Cynthia W Kott  
Signature

12/25/97  
Date

for  
American Telephone Company, Inc  
Regulatory Consultant  
Title

952 764 8093  
Phone



5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not ( X ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
- (a) What services have been provided and when did these services begin?
  - (b) If the services are not currently offered, when were they discontinued?

**UTILITY OFFICIAL:**

Cynthia W. Kott  
Signature

12/29/97  
Date

For  
American Telephone Company, Inc.

Regulatory Consultant  
Title

954 764 5093  
Phone

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

**FLORIDA TELEPHONE EXCHANGE**

**AND**

**EAS ROUTES**

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

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

**\*\* FLORIDA EAS FOR MAJOR EXCHANGE \*\***

<u>Extended Service</u> <u>Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburgg, Orange Park, Ponte Verdra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Bellevue, Citra, Dunnellon,

Forest Lady Lake (B...), McIntosh  
Oklawaha, Orange Springs, Salt  
Springs and Silver Springs Shores.

**DAYTONA BEACH:**

New Smyrna Beach.

**TAMPA:**

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

**CLEARWATER:**

St. Petersburg, Tampa-West and  
Tarpon Springs.

**ST. PETERSBURG:**

Clearwater.

**LAKELAND:**

Bartow, Mulberry, Plant City,  
Polk City and Winter Haven.

**ORLANDO:**

Apopka, East Orange, Lake Buena  
Vista, Oviedo, Windermere, Winter  
Garden, Winter Park, Montverde,  
Reedy Creek and Oviedo-Winter  
Springs.

**WINTER PARK:**

Apopka, East Orange, Lake Buena  
Vista, Orlando, Oviedo, Sanford,  
Windermere, Winter Garden, Oviedo  
Winter Springs, Reedy Creek,  
Geneva and Montverde.

**TITUSVILLE:**

Cocoa and Cocoa Beach.

**COCOA:**

Cocoa Beach, Eau Gallie, Melborne  
And Titusville.

**MELBOURNE:**

Cocoa, Cocoa Beach, Eau Gallie  
and Sebastian.

**SARASOTA:**

Bradenton, Myakka and Venice.

**FT. MYERS:**

Cape Coral, Ft. Myers Beach, North  
Cape Coral, North Ft. Myers, Pine  
Island, Lehigh Acres and Sanibel-  
Captiva Islands.



<b>NAPLES:</b>	Marco Island and North Naples.
<b>WEST PALM BEACH:</b>	Boynton Beach and Jupiter.
<b>POMPANO BEACH:</b>	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
<b>FT. LAUDERDALE:</b>	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
<b>HOLLYWOOD:</b>	Ft. Lauderdale and North Dade.
<b>NORTH DADE:</b>	Hollywood, Miami and Perrine.
<b>MIAMI:</b>	Homestead, North Dade and Perrine.

**\*\* APPENDIX E \*\***

**\*\*GLOSSARY\*\***

**ACCESS CODE:** The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

**BYPASS:** Transmission facilities that go direct from the local exchange and user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER:** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXC only.

**CENTRAL OFFICE:** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE:** The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service.

**COMMISSION:** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY:** These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY:** The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER:** The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS:** EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, equal access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA:** The territory, including the base rates suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXTENDED AREA SERVICE:** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED:** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES:** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS:** General categories of unbundled tariffs to stipulate related services.

**Feature Group A:** Line side connections presently serving specialized common carriers.

**Feature Group B:** Trunk side connections without equal digit or code dialing.

**Feature Group C:** Trunk side connections presently serving AT&T-C.

**Feature Group D:** Equal trunk access with subscriptions.

**INTEREXCHANGE COMPANY:** Means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL:** A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

**INTRA-OFFICE CALL:** A telephone call originating and terminating within the same central office unit or entity.

**INTRASTATE COMMUNICATIONS:** The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE:** Those toll message which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA:** LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY (LEC):** Means any telephone company, as defined in Section 364.02(4), F. S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN:** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE:** A service similar to 800 service furnished under tariff provision which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**PIN NUMBER:** A group of numbers used by a company to identify their customers.

**PAY TELEPHONE SERVICE COMPANY:** Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F. S.

**POINT OF PRESENCE (POP):** Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE:** Individual line service or party line service.

**RESELLER:** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION:** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

**SUBSCRIBER, CUSTOMER:** These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE:** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER:** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK:** A communication channel between central office units or entities, or private branch exchanges.

**ATTACHMENTS:**

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

*ARTICLES*  
*OF*  
*INCORPORATION*



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
Secretary of State

December 16, 1997

MHW PROPERTIES INC  
17071 W DIXIE HWY  
NO MIAMI BEACH, FL 33160

The Articles of Incorporation for AMERICAN TELEPHONE COMPANY, INC. were filed on December 15, 1997 and assigned document number P97000105401. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

**A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.**

**A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT AT 1-800-829-3676 AND REQUEST FORM SS-4.**

**SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.**

Should you have any questions regarding corporations, please contact this office at the address given below.

Freida Chesser, Corporate Specialist  
New Filings Section

Letter Number: 597A00058980

AFFIDAVIT AND CERTIFICATE OF INCORPORATION

OF

AMERICAN TELEPHONE COMPANY, INC.

FILED  
97 DEC 15 AM 8:34  
TALLAHASSEE, FLORIDA

THIS IS TO CERTIFY that we, the undersigned, hereby associate ourselves into a corporation pursuant to the provisions of the laws of the State of Florida providing the formation of corporations for profit, for the purposes and with the powers herein mentioned, and to that end we do by this Certificate set forth:

I.

The name of the corporation is AMERICAN TELEPHONE COMPANY, INC.

II.

The general nature of the business or businesses to be transactions shall be:

- (a) Communication business.
- (b) To purchase, exchange, hire or otherwise acquire such personal property, chattels, rights, easements, permits, privileges and franchises as may lawfully be purchased, exchanged, hired or



acquired.

(c) To erect, construct, maintain, improve, rebuild, enlarge, alter, manager, and control directly or through ownership of stock in any corporation, any and all kinds of buildings, houses, hotels, bungalows, stores, offices, warehouses, mills, shops, factories, machinery and plants, and any and all structures and erections which may at any time be necessary, useful or advantageous in the judgment of the Board of Directors, for the purpose of the Corporation, and which can lawfully be done.

(d) To sell, manage, improve, develop, assign, transfer, convey, lease, sublease, pledge or otherwise alienate or dispose of, and to mortgage or otherwise encumber the land, buildings, real property, chattels, real and other property of the company, real and personal, and wheresoever situate, and any and all legal or equitable rights therein.

(e) To borrow money with or without pledge of or mortgage on all or any of its property, real or personal, as security, and to loan and advance money upon mortgages on personal or real property or on either of them.

(f) To buy, sell and deal in, with or without guarantee of

payment thereof, bonds and mortgages and other like securities and other kinds of property, whether real or personal, not prohibited or specifically expected by law, and to do and prosecute any acts or things incident to or proper in connection with the carrying on of the business of this Corporation.

(g) To purchase, acquire, hold, sell, assign, transfer, mortgage, pledge and otherwise dispose of the shares of capital stock, bonds, debentures or other evidences of indebtedness of any corporation, domestic or foreign, and while the holder thereof, to exercise all of the rights and privileges of ownership, including the right to vote thereof, and to issue in exchange therefor its own stock, bonds, and other obligations.

(h) To purchase or otherwise acquire, undertake, carry on, improve or develop all or any of the business, goodwill, rights, assets or liabilities of any person, firm, association, or corporation to that which this corporation is authorized to carry on, pursuant to the provisions of this Certificate.

(i) To do all such acts and things as are incident or conducive to the premises.

(j) And this Corporation shall have the power to conduct

its business in all its branches in the State of Florida, or in any other State or States, or territories of the United States, or in the District of Columbia, and the dependencies of the United States or in foreign countries, and ultimately to do all acts and things and to exercise all the powers now or hereafter authorized by law, necessary to carry on the business or objects for which the company is formed. The foregoing enumeration of specific powers shall not be held to limit or restrict in any manner the general powers of the Corporation, and the enjoyment thereof, as conferred by the laws of the State of Florida, under corporations organized under the provisions of the Stock Corporation Law.

### III.

The maximum number and kind of shares that the corporation is authorized to have outstanding is:

(a) 10,000,000 Common at \$1.00 par value.

The Corporation will commence business with 1,000,000 shares.

Without action by the stockholders, the shares of stock without par value may be issued by the Corporation from time to time for such consideration as may be fixed from time to time by

the Board of Directors thereof, and any and all such shares, so issued, the full consideration of which has been paid or delivered, shall be deemed full paid stock, and not liable to any further call or assessment thereon, and the holder of such shares shall not be liable for any further payment thereon.

IV.

The amount of capital with which the Corporation will begin business is not less than Five Hundred (\$500.00) Dollars, which said amount has been paid in.

V.

The Corporation shall have perpetual existence.

VI.

The registered office and principal place of business of the Corporation is to be located at 18301 Biscayne Boulevard, 2nd Floor, North Miami Beach, Dade County, Florida, and its Registered Agent is DARIA S. WEISSER, located at that address.

VII.

The business of the Corporation shall be managed and controlled by a Board of Directors consisting of not less than one nor more than eight members.

VIII.

The name, post office address of the first Board of Directors and officers who, subject to the provisions of this Certificate of Incorporation, By-Laws and the Act of the Legislature of the State of Florida, whereunder the Corporation is organized, shall hold office for the first year of the Corporation's existence or until their successors are elected and have qualified, are as follows:

NAME	POST OFFICE ADDRESS	OFFICE
DARIA S. WEISSER	17071 West Dixie Highway No. Miami Beach, FL 33160	Pres./Sec. Treasurer

IX.

The names and post office address of each member of this Certificate of Incorporation, and a statement of the number of shares of stock which each mutually agrees to take, are as follows:

NAME	POST OFFICE ADDRESS	SHARES
DARIA S. WEISSER	17071 West Dixie Highway No. Miami Beach, FL 33160	1,000,000

X.

The Corporation may, by action taken at any meeting of the

Board of Directors, sell, lease or exchange all of its property, and assets including its goodwill and its corporate franchises or any property or assets essential to its corporate business upon such terms and conditions as its Board of Directors deem expedient when and as authorized by the affirmative vote of stockholders of record holding stock in the corporation entitling them to exercise at least a majority of the voting power on such proposal, provided, however, that no vote or consent of stockholders shall be necessary for a transfer of assets by way of mortgage, or in trust or in a pledge to secure indebtedness of the Corporation.

It is the intention that the objects, purposes and powers specified and enumerated herein, shall, except where otherwise expressed, be, nowise limited or restricted by reference to or inference from the terms of any other clauses or paragraph of this Certificate of Incorporation, but that the objects, purposes and powers specified and enumerated herein and each of the clauses and paragraphs hereof shall be regarded as independent objects, purposes and powers of the Corporation.

From time to time, to determine whether and to what extent and at what time and places and under what conditions and

regulations the accounts and books of this corporation (other than stock books or any of them) shall be open to the inspection of stockholders; and no stockholder shall have any rights of inspection of any accounts, books or documents of this Corporation except as conferred by statute, unless authorized by a resolution of the stockholders by statute.

If the By-Laws so provide, to designate two or more of its number to constitute an executive committee, which committee shall for the time being, as provided in said resolution, or in the By-Laws of this corporation, have and exercise any and all of the powers of the Board of Directors in the management of the business and affairs of this Corporation, and have power to authorize the seal of this corporation to be affixed to all papers which may require it.

This Corporation may in its By-Laws confer powers upon its Directors in addition to the foregoing and in addition to the powers and authorities conferred upon them by the Statutes.

Both stockholders and directors shall have power to hold their meetings, and to have one or more offices within or without the State of Florida, and to keep the books of this Corporation

(subject to the provisions of the Statutes).

The Corporation shall have a President, who shall be a Director, a Vice President, a Secretary and a Treasurer, and may also have one or more additional Vice Presidents, assistant Secretaries and assistant Treasurers, and such other officers, agents, and factors as may be deemed necessary. All officers, agents and factors shall be chosen in such manner, hold their offices for such terms and have such powers and duties as may be prescribed by the By-Laws. The same person may hold two or more offices except the President, who shall not also be the Secretary of the Corporation.

XI.

The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by the Statutes, and all rights conferred upon the stockholders herein are granted, subject to this reservation.

XII.

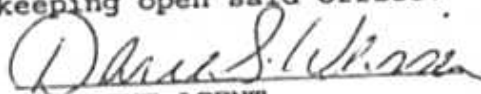
In pursuance of Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:



FIRST--That AMERICAN TELEPHONE COMPANY, INC. desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Certificate of Incorporation, at City of North Miami Beach, County of Dade, State of Florida, has named DARIA S. WEISSER located at 18301 Biscayne Boulevard, 2nd Floor, City of North Miami Beach, County of Dade, State of Florida, as its agent to accept service of process within this State.

ACKNOWLEDGMENT:

Having been named to accept service of process for the above stated Corporation, at place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.

  
RESIDENT AGENT

We, the undersigned, being all of the original subscribers to the capital stock hereinbefore named, for the purpose of forming a corporation to do business, both within and without the State of Florida, do make, subscribe, acknowledge, and file this Certificate hereby declaring and certifying that the facts herein stated are true, and do respectively agree to take the number of stock

hereinabove set forth and accordingly, have hereunto set our hands and seals this 12 day of ~~November~~<sup>December</sup>, 1997.

*Daria S. Weisser*  
DARIA S. WEISSER

97 DEC 15 AM 8:34  
SECRETARIAT OF STATE  
TALLAHASSEE, FLORIDA

FILED

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this 12 day of ~~November~~<sup>December</sup>, 1997, before me personally appeared DARIA S. WEISSER, personally known to me to be the Incorporator(s) described herein, and who signed the foregoing Certificate of Incorporation, and who acknowledged before me that he signed, sealed and delivered the same for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my official hand and seal at Miami, Dade County, Florida this 12 day of ~~November~~<sup>December</sup>, 1997.

*Kim M. Priedy*  
NOTARY PUBLIC

My Commission Expires:



KIM M. PRIEDY  
MY COMMISSION # 00309290 EXPIRES  
December 12, 1997  
BONDED THROUGH TRAVELERS INSURANCE, INC.

*AUTHORITY  
TO TRANSACT  
BUSINESS*

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of AMERICAN TELEPHONE COMPANY, INC., a Florida corporation, filed on December 15, 1997, as shown by the records of this office.

The document number of this corporation is P97000105401.

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



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

MANAGEMENT

BACKGROUNDS

## **BIOGRAPHY BACKGROUND**

**MICHAEL H. WEISSER**

### **EDUCATION**

**B.S. Finance, Adelphi University  
Garden City, New York**

**B.A.A. Accounting, Adelphi University  
Garden City, New York**

**Doctor of Juris Prudence, New York Law School  
New York, New York**

**Graduate Studies in Taxation, New York University  
Graduate School of Law  
New York, New York**

**Post Graduate Studies in Shopping Center Management  
University of Miami, Miami, Florida**

Mr. Weisser is an attorney admitted to practice in the State of New York and has practiced in excess of 25 years. In addition, Mr. Weisser has extensive business background in owning and operating shopping centers and has engaged in the ownership and operation of various businesses. Mr. Weisser is primarily an entrepreneurial type person and with his financial background abilities is able to supervise and manage corporations.

## STANLEY KANTOR

1989 - Present

Tel Con Resources, Inc.  
President  
A phone management company  
2500 E. Hallandale Beach Blvd.  
Suite 403  
Hallandale, Fl 33009  
954-456-1556  
Fax: 954-456-1558

March, 1994 - June, 1996

Puerto Rico Operator Service, Inc.  
President  
Sales of Long Distance and Phone Line Services

1984 - 1989

Investment Banker

Personal:

Married with four children  
Excellent health

**RALPH CALATAYUD**

I have been in computer programming and in particular the telephone computer business for 20 years and am versed in all phases of computer technology. I have been a computer specialist for Novel, personally in charge of setting up a callback switch for the Country of Peru.



*FINANCIAL*

*INFORMATION*

**AFFIDAVIT**

STATE OF Florida

COUNTY OF Broward

I, Alison Kacurov, first having been duly sworn and deposed do state the following:

1. That I am Regulatory Consultant of American Telephone Company, Inc.
2. That the financial information presented here is true and accurate and is as current as is reasonably possible to the best of my knowledge.

Further Affiant Sayeth Not.

Dated this 29<sup>th</sup> day of December, 1997.

Alison Kacurov  
Affiant / Alison Kacurov  
For Michael Weisser, President

Sworn to and subscribed before me this the 29<sup>th</sup> day of December, 1997.

Cynthia D. Kott  
Notary Public

My Commission Expires:



Cynthia D. Kott  
MY COMMISSION # CC624056 EXPIRES  
April 23, 2001  
BONDED THRU TROY FARM INSURANCE, INC

\_\_\_\_\_

# TARIFF

## TITLE SHEET

### FLORIDA TELECOMMUNICATIONS TARIFF

This tariff applies to the intrastate resale telecommunication services furnished by American Telephone Company, 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 17071 West Dixie Highway, N Miami Beach, Florida 33160.

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Issued: December 29, 1997

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

Issued By:

Daria Weisser  
AMERICAN TELEPHONE COMPANY, INC.  
17071 West Dixie Highway  
N Miami Beach, Florida 33160  
(305) 944-3131

**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
22	Original

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CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS

US Sprint Communications Company, L.P., AT&amp;T Communications, Inc. and MCI.

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:

FLPSC	Florida State Public Service Commission.
IXC	A long distance telephone company which carries calls between LATAs
LEC	Local exchange company.
ATC	Used throughout this tariff to mean American Telephone Company, Inc.
WATS	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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(305) 944-3131

## 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).L(i)
  - 2.1.1.A.1.(a).L(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 ATC 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>	American Telephone Company, 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 ATC 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 ATC**

- 2.1.1 ATC'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 ATC is a resale common carrier, ATC'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. ATC 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 ATC 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 ATC 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 ATC.

**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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Issued: December 29, 1997

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(305) 944-3131

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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 ATC 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 ATC 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 or 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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Issued: December 29, 1997

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(305) 944-3131

---

**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 ATC's facilities or services, that the signals emitted into ATC'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 ATC 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:

- 2.9.1.A For nonpayment of any sum due ATC for more than thirty days after issuance of the bill for the amount due.
- 2.9.1.B For periods of account inactivity in excess of sixty days.
- 2.9.1.C In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
- 2.9.1.D For violation of any of the provisions of this tariff.
- 2.9.1.E 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)**

2.9.1.F For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over ATC's services, or

2.9.1.G By reason of any order of decision of a court, business service commission or federal regulatory body or other governing authority prohibiting ATC from furnishing its services.

2.9.1.H For the use of telephone service for any other property or purpose than that described in the contract.

2.9.2 ATC may discontinue service without notice for any of the following reasons:

2.9.2.A If a Customer or Customer causes or permits any signals or voltages to be transmitted over ATC's network in such a manner as to cause a hazard or to interfere with ATC's service to others.

2.9.2.B If a Customer or user uses ATC's services in a manner to violate the law.

2.9.3 Procedures for discontinuance of existing service:

2.9.3.A In all other circumstances, ATC 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 ATC 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, ATC 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 ATC 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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Daria Weisser  
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17071 West Dixie Highway  
N Miami Beach, Florida 33160  
(305) 944-3131

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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 ATC 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 ATC deems it necessary to take such action to prevent unlawful use of its service. ATC will restore service as soon as it can be provided 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 cause 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 ATC.

**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 ATC. Questions regarding billing can also be directed to ATC's Customer Service Department in North Miami Beach, Florida dialing their toll free number, (800) 437-5010. Credits to customer accounts will be applied on the next ATC 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 - DESCRIPTION OF SERVICES****3.1 General Description of Service**

- 3.1.1 ATC 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 ATC's services are offered to Customers on a monthly basis.
- 3.1.4 ATC'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 ATC's underlying carriers include, but are not limited to US Sprint Communications Company L.P., AT&T Communications, Inc. and MCI.
- 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 **ATC 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 **ATC Business Service:** A one-way multi-point service whereby the user originates and terminates calls via business telephone lines.
- 3.2.3 **ATC Travel Service:** Customers may request from ATC a Travel Card for use in accessing the ATC network of carrier services when away from business telephones. Customer dials the appropriate carrier access number sequence specified on the Customer's ATC Travel Card.

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

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

**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 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. ATC 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.

**3.6 Timing of Calls**

- 3.6.1 Calls will be rounded and billed in one minute increments following an initial one minute minimum.

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 17071 West Dixie Highway  
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## SECTION IV - RATES

4.1 ATC 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)

	PLAN "A"	PLAN "B"	PLAN "C"	PLAN "D"
FLAT RATE	PER MINUTE - INITIAL AND ADDITIONAL			
ALL TIMES	\$0.2700	\$0.2500	\$0.2250	\$0.1800

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

4.2 ATC 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)

	PLAN "A"	PLAN "B"	PLAN "C"	PLAN "D"
FLAT RATE	PER MINUTE - INITIAL AND ADDITIONAL			
ALL TIMES	\$0.2700	\$0.2500	\$0.2250	\$0.1800

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

- 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 ATC 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 ATC 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. Company will not charge for the first fifty (50) calls to directory assistance.

**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>						<b>Eve.</b>
11:00 PM TO 8:00 AM*	<b>Night/Weekend Rate Period</b>						

\* to but not including.

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