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LAW OFFICES OF

EARL WARREN, P. A.

359 WEST DEARBORN STREET

P. O. BOX 1207

ENGLEWOOD, FLORIDA 34295-1207

R. EARL WARREN

June 30, 1998

WE OFFER  
ELECTRONIC  
TAX FILING

(941) 474-7768

FAX (941) 474-7769

E-MAIL: 78650175@compuserve.com

E-MAIL: sammy@netline.net

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

980821-TI

Gentlemen:

Please find enclosed our Application Form for Authority to Provide Interexchange Telecommunication Services Within The State of Florida with attached exhibits as required. Our law firm check in the amount of \$250. to cover the filing fee is also enclosed.

If you have any questions, do not hesitate to contact this office.

Very truly yours,



R. Earl Warren

REW:gsm  
Enclosures

DOCUMENT CONTROL DATE

07069-JUL-6 98

FILED IN CONTROL

980821-T 1



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

07069 JUL-68  
REG. RECORDS REPORTING

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

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

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

**Instructions**

A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).

B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.

C. Use a separate sheet for each answer which will not fit the allotted space.

D. If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Communications**  
**Bureau of Service Evaluation**  
**2540 Shumard Oak Blvd., Gerald Gunter Building**  
**Tallahassee, Florida 32399-0850**  
**(850) 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., Gerald Gunter Building**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6251**

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

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

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

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

**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:

*Dearborn Street Station, Inc., d/b/a DSS COMMUNICATIONS*

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

*DSS COMMUNICATIONS*

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

*DSS Communications  
353 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768*

*Facsimile: (941) 474-7769*

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

*DSS Communications  
353 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768  
Facsimile: (941) 474-7769*

7. Structure of organization; check which applies.

- |  |   |
|--|---|
| <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. *Not applicable because a corporation.*

(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:

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

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

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: P97000004825

*See: Copy of corporate certificate issued by the Florida Secretary of State on January 16, 1997 attached hereto as Exhibit A.*

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

*Sylvia E. Warren  
353 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768  
Facsimile: (941) 474-7769*

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

Fictitious name registration number: G98132000077

*See: Copy of fictitious name registration issued by the Florida Secretary of State on May 13, 1998 attached hereto as Exhibit B.*

- (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.

*None.*

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

*None.*

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

(a) The application;

*R. Earl Warren, President  
359 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768  
Facsimile: (941) 474-7769*

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

*R. Earl Warren, President  
353 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768  
Facsimile: (941) 474-7769*

(c) Tariff;

*R. Earl Warren, President  
353 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768  
Facsimile: (941) 474-7769*

(d) Complaints/Inquiries from customers;

*R. Earl Warren, President  
353 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768  
Facsimile: (941) 474-7769*

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

*None.*

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

*None.*

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

*None.*



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

*None.*

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

*None.*

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

*None.*

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

- Facilities.  Operators.  
 Billing and Collection.  Sales.  
 Maintenance.  
 Other: None anticipated at this time.

13. Do you have a marketing program?

*Yes.*

14. Will your marketing program:

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

*None of the above.*

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

*Not applicable.*

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

Residential customers.

PATS providers.

Hotels & motels.

Universities.

Business customers.

PATS station end-users.

Hotel & motel guests.

Univ. dormitory residents.

Other: (specify) Service is primarily prepaid calling card service. No bills are sent to calling card end-users.

17. Please provide the following (if applicable):

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

*Yes. The company name and address will appear on all billings, other than prepaid calling cards, indicating the telephone number for customers to call to ask questions they may have as to their bill. Calls received outside normal business hours will be taken by an answering service and will be returned the next business day.*

(b) Name and address of the firm who will bill for your service.

*DSS Communications  
353 W. Dearborn Street  
Englewood, Florida 34223*

*Telephone: (941) 474-7768  
Facsimile: (941) 474-7769*

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

A. Financial capability.

*See Pro Forma Balance Sheet and supporting papers for this startup company attached hereto as Composite Exhibit C.*

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 - *See Composite Exhibit C, Page 1.*
2. income statement - *Not Available - Startup Company.*
3. statement of retained earnings. - *Not Available - Startup Company.*

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.  
*See Composite Exhibit C.*

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

*See Composite Exhibit C.*

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

*See Composite Exhibit C.*

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

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

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

B. Managerial capability. - *See Exhibit D.*

C. Technical capability. - *See Exhibit E.*

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 Tariff attached hereto as Exhibit F.*

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

- MTS with distance sensitive per minute rates
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS with route specific rates per minute
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS with statewide flat rates per minute (i.e. not distance sensitive)
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS for pay telephone service providers

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

- 800 Service (Toll free)

- WATS type service (Bulk or volume discount)
- Method of access is via dedicated facilities
- Method of access is via switched facilities

- Private Line services (Channel Services)  
(For ex. 1.544 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).

22.  Other:

*Direct Dial 1 + Service:*

*The end user dials "1 + " interexchange number.*

*Inbound Toll Free Service:*

*The end user dials the Customer's toll-free number [i.e.: "1 (800/888) NXX-XXXX"].*

*Travel Card Service & Debit Card Service:*

*The end user dials the toll-free access number + authorization code + area code + number to be reached.*

**\*\* 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:**

*Earl Churn*  
Signature

President  
Title

June 30, 1998  
Date

(941) 474-7768  
Telephone No.

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

**CERTIFICATE TRANSFER STATEMENT**

*Not Applicable.*

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

*Not Applicable.*

**UTILITY OFFICIAL:**

_____ Signature	_____ Date
_____	
_____ Title	_____ Telephone No.

**\*\* 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):



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:**

<u><i>R. Earl Warren</i></u>	<u>June 30, 1998</u>
Signature	Date
<u>R. Earl Warren</u>	
President	<u>(941) 474-7768</u>
Title	Telephone No.







**\*\* 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.

*Applicant will provide prepaid calling card and travel card services throughout the State of Florida at a flat rate without regard to the extended service area boundaries.*

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

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

Extended Service Area                      with                      These Exchanges

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, Middleburg, Orange Park, Ponte Vedra and Julington.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.

OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), 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, Melbourne and Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
SARASOTA:	Bradenton, Myakka and Venice.

FT. MYERS:

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

NAPLES:

Marco Island and North Naples.

WEST PALM BEACH:

Boynton Beach and Jupiter.

POMPANO BEACH:

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

FT. LAUDERDALE:

Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.

HOLLYWOOD:

Ft. Lauderdale and North Dade.

NORTH DADE:

Hollywood, Miami and Perrine.

MIAMI:

Homestead, North Dade and Perrine

**\*\* 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 end 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 interstate service arrangements in the operating territory of the 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, in which local exchange companies are responsible for providing 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 rate 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 EXC 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 subscription.

**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 messages 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, except this service is charged back to the customer based on first minute plus additional minute usage.

**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

APPLICATION FORM

for

AUTHORITY TO PROVIDE

INTEREXCHANGE TELECOMMUNICATIONS SERVICE

WITHIN THE STATE OF FLORIDA

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# **EXHIBIT A**

**Item No. 9.(a)**

## **Florida Certificate of Incorporation**

Dated: January 16, 1997  
Document No. P97000004825  
Federal EIN: 65-0720278

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of DEARBORN STREET STATION, INC., a Florida corporation, filed on January 16, 1997, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H97000000840. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is P97000004825.

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

Authentication Code: 397A00002406-011697-P97000004825-1/1



CR2EO22 (1-95)



Sandra B. Northam  
Secretary of State

## **EXHIBIT B**

**Item No. 9.(c)**

### **Florida Registration of Fictitious Name**

Dated: May 12, 1998  
Registration No. G98132000077  
Federal EIN: 65-0720278



FLORIDA DEPARTMENT OF STATE  
Sandra B. Mortham  
Secretary of State

May 13, 1998

DSS COMMUNICATIONS  
P.O. BOX 1207  
ENGLEWOOD, FL 34295-1207

Subject: **DSS COMMUNICATIONS**

REGISTRATION NUMBER: **G98132000077**

This will acknowledge the filing of the above fictitious name registration which was registered on May 12, 1998. This registration gives no rights to ownership of the name.

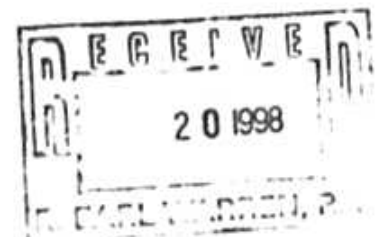
Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

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

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

Fictitious Name Section  
Division of Corporations

Letter No. 898A00026640



## **EXHIBIT C**

### **Item No. 18. A.**

#### **Statement of Financial Capability**

DSS Communications ["DSS"] represents that it has the financial capability to provide and maintain the requested interexchange telecommunication service in the State of Florida, and also to satisfy its lease and ownership financial obligations. Attached is the pro-forma balance sheet of DSS Communications. DSS Communications is a newly organized startup company and so does not have an operating income statement to submit.

DSS Communications, as shown by its balance sheet, has adequate financial strength to initiate and sustain its telecommunications service. Although new in this field, DSS is purchasing its own debit card processing platform from industry-recognized leaders. The recently available computer-driven switches, such as the Summa Four SDS-1000 Class IV digital switch, together with Dialogic SCSA, or comparable, voice processing boards, provide a full featured and reliable configuration affordable to a firm such as DSS Communications.

Although having allocated a substantial portion of its capital to new switching equipment, DSS still has the financial capability of developing the needed resales of long distance carrier services and support for its customer base. The underlying financial capability is derived from its shareholders as well as from the firm's operational revenues.

CONFIDENTIAL

**CREDIT FILE**

**Personal Identification Information**

June 22, 1998

R Earl Warren  
 1063 Keyway Rd  
 Englewood, FL 34223

Social Security #:  
 Age: 61  
 Telephone: (941) 474-7334

Previous Address(es):  
 PO Box 1207, Englewood, FL 34295  
 1640 Lakeview Pl, Englewood, FL 34223

Last Reported Employment: R Earl Warren P A  
 Previous Employment(s): Attorney, Self, Englewoo, FL  
 Attorney

**Credit Account Information**

Company Name	Account Number	Whose Acct	Date Opened	Months Reviewed	Date of Last Activity	High Credit	Terms	Items as of Date Reported			Date Reported
								Balance	Past Due	Status	
Associates Fin Credi CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT		I	01/94	50	08/97	\$3000	15	\$92		R1	04/98
Barnett Mortgage CO PAID ACCOUNT/ZERO BALANCE REAL ESTATE MORTGAGE		J	12/80		10/94	\$12000	20Y	\$0		I	03/96
Barnett Mortgage CO REAL ESTATE MORTGAGE		J	07/80	88	10/94	\$12000	138	\$0		I1	10/94
Burdines CHARGE AMOUNT IN H/C COLUMN IS CREDIT LIMIT		S	09/80	99	05/98	\$600		\$0		R1	05/98
Chase Na PAID ACCOUNT/ZERO BALANCE CLOSED ACCOUNT		A	05/85	99	04/94	\$5000		\$0		R1	04/97
Discover Card CREDIT CARD		I	04/86	73	04/98	\$295	10	\$295		R1	05/98
First FED Savings & CLOSED ACCOUNT		J	11/73	99	01/93	\$8000	156	\$0		I1	01/93
GE Consumer Card CO CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT		I	10/94	42	04/98	\$9400		\$0		R1	05/98
Household Bank Na IL CHARGE		I	11/97	5	04/98	\$3446		\$3446		R1	05/98
Household Bank Na IL CHARGE		I	11/96	16	02/97	\$267	10	\$0		R1	05/98



# How to Read Your Credit File

This section includes your name, current and previous addresses and other identifying information reported by creditors.

This section includes public record items obtained from local, state and federal courts.

This section includes accounts that creditors have turned over to a collection agency.

This section contains both open and closed accounts.

- 1 The credit grantor reporting the information.
- 2 The account number reported by the credit grantor.
- 3 See explanation below.
- 4 The month and year the credit grantor opened the account.
- 5 Number of months account payment history has been reported.
- 6 The date of last payment, change or occurrence.
- 7 Highest amount charged or the credit limit.
- 8 Number of installments or monthly payment.
- 9 The amount owed as of the date reported.
- 10 The amount past due as of the date reported.
- 11 See explanation below.
- 12 Date of last account update.

This section includes a list of businesses that have received your credit file in the last 24 months.

Please address all future correspondence to:

Credit Reporting Agency  
Business Address  
City, State 00000

## SAMPLE CREDIT FILE

### Personal Identification Information

Your Name  
123 Current Address  
City, State 00000

Social Security #:  
Date of Birth:

Previous Address(es)  
456 Former Rd. Atlanta, GA 30000  
P.O. Box XXXX Savannah, GA 40000

Last Reported Employment: Engineer, Highway Planning

### Public Record Information

Lien Filed 03/93; Fulton CTY; Case or Other ID Number-32114; Amount-\$26667; Class-State; Released 07/93; Verified 07/93

Bankruptcy Filed 12/92; Northern District Ct; Case or Other ID Number Liabilities-\$15787; Personal; Individual; Discharged; Assets-\$780

Satisfied Judgment Filed 07/94; Fulton CTY; Case or Other ID Number ; Defendant-Consumer; Amount-\$8984; Plaintiff-ABC Real Estate; Satisfied 03/95; Verified 05/95

### Collection Agency Account Information

#### Pro Coll (800) xxx-xxxx

Collection Reported 05/96; Assigned 09/93 to Pro Coll (800) XXX-XXXX Client - ABC Hospital; Amount-\$978; Unpaid; Balance \$978; Date of Last Activity 09/93; Individual Account; Account Number

### Credit Account Information

Company Name	Account Number	Whose Acct	Date Opened	Months Reviewed	Date of Last Activity	High Credit	Terms	Items as of Date Reported			Date Reported
								Balance	Past Due	Status	
1	2	3	4	5	6	7	8	9	10	11	12
Department St.	32514	J	10/86	36	9/97	\$950		\$0		R1	10/97
Bank	1004735	A	11/86	24	5/97	\$750		\$0		I1	4/97
Oil Company	541125	A	6/86	12	3/97	\$500		\$0		O1	4/97
Auto Finance	529778	I	5/85	48	12/96	\$1100	\$50	\$300	\$200	I5	4/97

Previous Payment History: 3 Times 30 days late; 4 Times 60 days late; 2 Times 90+ days late

Previous Status: 01/97 - I2; 02/97 - I3; 03/97 - I4

### Companies that Requested your Credit File

09/06/97	Equifax - Disclosure	08/27/97	Department Store
07/29/97	PRM Bankcard	07/03/97	AM Bankcard
04/10/97	AR Department Store	12/31/96	Equifax - Disclosure /

#### Whose Account

Indicates who is responsible for the account and the type of participation you have with the account.

- J = Joint
- I = Individual
- U = Undesignated
- A = Authorized User
- T = Terminated
- M = Mailer
- C = Co-Maker/Co-Signer
- B = On behalf of another person
- S = Shared

#### Status Type of Account

- O = Open (entire balance due each month)
- R = Revolving (payment amount variable)
- I = Installment (fixed number of payments)

#### Timeliness of Payment

- 0 = Approved not used; too new to rate
- 1 = Paid as agreed
- 2 = 30+ days past due
- 3 = 60+ days past due
- 4 = 90+ days past due
- 5 = Pays or paid 120+ days past the due date; or collection account
- 7 = Making regular payments under wage earner plan or similar arrangement
- 8 = Repossession
- 9 = Charged off to bad debt

#### The following inquiries are NOT reported to businesses:

**PRM** - This type of inquiry means that only your name and address were given to a credit grantor so they could offer you an application for credit. (PRM inquiries remain on file for 12 months.)

**AM or AR** - These inquiries indicate a periodic review of your credit history by one of your creditors. (AM and AR inquiries remain on file for 12 months.)

**EQUIFAX, ACIS or UPDATE** - These inquiries indicate Equifax's activity in response to your request for either a copy of your credit file or a request for research.

**PRM, AM, AR, Equifax, ACIS and Update** - These inquiries do not appear on credit files businesses receive, only on copies provided to you.

CONFIDENTIAL

**CREDIT FILE**

**Personal Identification Information**

June 22, 1998

R Earl Warren  
 1063 Keyway Rd  
 Englewood, FL 34223

Social Security #: 1  
 Age: 61  
 Telephone: (941) 474-7334

Previous Address(es):  
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 1640 Lakeview Pl, Englewood, FL 34223

Last Reported Employment: R Earl Warren P A  
 Previous Employment(s): Attorney, Self, Englewoo, FL  
 Attorney

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Company Name	Account Number	Whose Acct	Date Opened	Months Reviewed	Date of Last Activity	High Credit	Terms	Items as of Date Reported			Date Reported
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Household Bank Na IL CHARGE		I	11/97	5	04/98	\$3446		\$3446		R1	05/98
Household Bank Na IL CHARGE		I	11/96	16	02/97	\$267	10	\$0		R1	05/98

(Continued on reverse)

CONFIDENTIAL

FROM ACCOUNT INFORMATION - SUMMARY

Company Name	Account Number	Whose Acct	Date Opened	Months Reviewed	Date of Last Activity	High Credit	Terms	Items as of Date Reported			Date Reported
								Balance	Past Due	Status	
MBNA America CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT		A	03/95			\$7500		\$0		R0	03/95
Montgomery/Wards PAID ACCOUNT/ZERO BALANCE		S	11/86	12	03/95	\$0		\$0		R	03/95
Nationsbank,N.A. CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT		I	12/78	24	05/98	\$6500		\$19		R1	06/98
Nationsbank,N.A. CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT		I	10/69	69	09/97	\$7500				R1	09/97
Navy Federal Cu CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT		I	01/98	3	04/98	\$7500	20	\$32		R1	04/98
Suntrust Bank,Gulf C HOME IMPROVEMENT LOAN		I	08/96	20	05/98	\$25400	318	\$22567		I1	05/98
USAA Savings Bank CREDIT CARD AMOUNT IN H/C COLUMN IS CREDIT LIMIT		I	04/89	67	03/98	\$12500		\$0		R1	04/98
USAA Savings Bank CLOSED ACCOUNT CREDIT CARD		I	04/89	60	07/93	\$12500		\$0		R1	05/94
Whirlpool Acceptance CHARGE		I	12/97	3	04/98	\$4665		\$4666		R1	04/98

**Companies that Requested your Credit File**

- |  |  |
|--|--|
| 06/22/98 Equifax - Disclosure          | 05/02/98 AR-USAA Savings Bank (special |
| 05/02/98 AR-Navy Federal Cu            | 03/27/98 AR-Nationsbank                |
| 03/10/98 AR-GE Capital Consumer Card S | 03/08/98 PRM-Chesapeake Bank-Loan Adm  |
| 02/25/98 AR-Nationsbank                | 01/30/98 AR-Nationsbank                |
| 01/28/98 Navy Federal Cu               | 12/20/97 Whirlpool Financial Nat Bank  |
| 12/19/97 AR-Nationsbank                | 12/11/97 AR-Nationsbank                |
| 11/28/97 Household Bank Na (ii)        | 11/26/97 AR-GE Capital Consumer Card S |
| 11/08/97 AR-Nationsbank                | 10/23/97 PRM-Navy Federal Cu           |
| 10/02/97 AR-Nationsbank                | 09/11/97 AR-GE Capital Consumer Card S |
| 09/08/97 PRM-First USA Bank            | 09/02/97 AR-Nationsbank                |
| 08/07/97 AR-Nationsbank                | 07/22/97 AR-Associates Fin Credit Card |
| 07/16/97 AR-Associates Fin Credit Card | 07/12/97 AR-Nationsbank                |
| 11/17/97 Nationsbank                   | 11/23/96 Household Bank Na (ii)        |
| 03/09/96 Suntrust Bank,gulf Coast      |  |

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Credit Reporting Agency  
Business Address  
City, State 00000

## SAMPLE CREDIT FILE

### Personal Identification Information

Your Name: 123 Current Address, City, State 00000  
Social Security #: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Previous Address(es): 456 Former Rd, Atlanta, GA 30000  
P.O. Box XXXX Savannah, GA 40000  
Last Reported Employment: Engineer, Highway Planning

### Public Record Information

Lien Filed 03/93; Fulton CTY; Case or Other ID Number-32114; Amount-\$26667; Class-State; Released 07/93; Verified 07/93  
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Previous Payment History: 3 Times 30 days late; 4 Times 60 days late; 2 Times 90+ days late  
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### Companies that Requested your Credit File

09/06/97 Equifax - Disclosure 08/27/97 Department Store  
07/29/97 PRM Bankcard 07/03/97 AM Bankcard  
04/10/97 AR Department Store 12/31/96 Equifax - Disclosure ACIS 123456789

#### Whose Account

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- U = Undesignated
- A = Authorized User
- T = Terminated
- M = Maker
- C = Co-Maker/Co-Signer
- B = On behalf of another person
- S = Shared

#### Status Type of Account

- O = Open (entire balance due each month)
- R = Revolving (payment amount variable)
- I = Installment (fixed number of payments)

#### Timeliness of Payment

- 0 = Approved not used; too new to rate
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- 2 = 30+ days past due
- 3 = 60+ days past due
- 4 = 90+ days past due
- 5 = Pays or paid 120+ days past the due date; or collection account
- 7 = Making regular payments under wage earner plan or similar arrangement
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**EQUIFAX, ACIS or UPDATE** - These inquiries indicate Equifax's activity in response to your request for either a copy of your credit file or a request for research.

**PRM, AM, AR, Equifax, ACIS and Update** - These inquiries do not appear on credit files businesses receive, only on copies provided to you.

# NationsBank

NationsBank, N.A.  
Regional Center  
P.O. Box 31019  
Tampa, FL 33631-3019

05/01/98  
- 2 000

Account Reference Information  
Account Number: 1  
Tax ID Number:  
E O O C Enclosures 0 62  
Statement Period 03/12/98  
05/01/98 through 05/31/98

DEARBORN STREET STATION INC  
P O BOX 1207  
ENGLEWOOD, FL 34295-1207

Customer Service:  
NationsBank, N.A.  
P.O. Box 25118  
Tampa, Florida 33622-5118  
1-800-299-BANK Telephone Banking

Page 1 of 1

## Business Economy Checking

### Account Summary Information

Statement Period	05/01/98 through 05/31/98	Statement Beginning Balance	5,000.00
Number of Deposits/Credits	1	Amount of Deposits/Credits	5,000.00
Number of Withdrawals/Debits	0	Amount of Withdrawals/Debits	0.00
Number of Deposited Items	1	Statement Ending Balance	10,000.00
Number of Enclosures	0	Average Ledger Balance	6,935.48
Number of Days in Cycle	31	Service Charge	0.00

### Deposits and Credits

Date Posted	Amount	Description	Bank Reference
05/20	5,000.00	Deposit	813202340265660

### Daily Ledger Balances

Date	Balance	Date	Balance
05/01	5,000.00	05/20	10,000.00

Mc  
6/5/98  
bn

## **EXHIBIT D**

### **Item No. 18. B.**

#### **Statement of Managerial Capability**

The following profile of the management for DSS Communications indicates the background, education, training, and skills available to this firm in the day-to-day operation of its business requirements.

#### **R. Earl Warren, President and Chief Executive Officer.**

Mr. Warren has been the President and the Chief Executive Officer of DSS Communications since its organization in February 1998. In that capacity he has directed the telephone calling card business activities, which to date have included the evaluation of hardware platforms and long distance carrier services, the development of a market for this relatively new type of business and the strengthening of the firm's financial structure.

Mr. Warren has actively practiced law in Sarasota and Charlotte Counties of the State of Florida for the past 33 years. In that capacity he has been instrumental in several new business ventures within the town of Englewood, including the organization and administration of a national bank, for which he served as the organizing agent and the Chairman of the Board for the first five years. Mr. Warren's past experience with both a local municipality and the Charlotte County Board of Commissioners has equipped him to effectively handle the myriad levels of administrative regulations with which this new firm must deal. His wealth of experience will also ensure the firm's success in developing appropriate customer service policies for the firm and negotiating agreements critical to the operation of this business.

A copy of Mr. Warren's more detailed resume is attached as an additional Exhibit.

LAW OFFICES OF  
**R. EARL WARREN, P. A.**  
389 WEST DEARBORN STREET  
P. O. BOX 1207  
ENGLEWOOD, FLORIDA 34295-1207



FEIN: 90-1982000  
(941) 474-7768  
FAX (941) 474-7768  
E-MAIL: 78650175@compuserve.com  
E-MAIL: tammy@ewar.com

R. EARL WARREN

R E S U M E

ATTORNEY:

1. R. EARL WARREN

A. Education:

1. University of Rochester, Rochester, N. Y.  
B.A. Degree conferred 1958.
2. Cornell Law School, Ithaca, N. Y.  
LL.B. conferred 1961, replaced with J.D. 1969.

B. Bar Admissions:

1. Florida Bar - October 1961.
2. U.S. District Court, Middle District of Florida - 1965.
3. U.S. Supreme Court - 1972.
4. U.S. Court of Military Appeals - 1975.
5. U.S. Court of Appeals for the 5th Circuit - 1981.
6. U.S. Court of Veterans Appeals - 1991.

C. Bar Associations:

1. American Bar Association since 1962.
2. The Florida Bar since 1961.
3. Sarasota County Bar Association since 1965.
4. Charlotte County Bar Association since 1966.

D. Significant Experience and Activities:

1. First Federal Savings & Loan Association of Englewood.  
Performed title examination work for real estate loan transactions from 1966 to 1975. Represented this lender in litigated matters, including mortgage foreclosures.
2. Served as City Attorney for City of North Port from 1967 to 1969. Attended regular and special City Council meetings, drafted ordinances and resolutions, advised municipal officers concerning legal requirements as needed.

RESUME (Continued)

Page Two

3. County Attorney for Charlotte County, Florida, from 1969 to 1971. Attended regular and special Charlotte County Commission meetings and advised County officials concerning administrative, zoning, contracts, insurance, leases, real estate, employment, and related matters, as well as projects involving transfer of airport functions from county to Charlotte County Development Authority, initial operation of Charlotte County Civic Auditorium, various budgetary matters, including a bond issue, establishment of a county-wide bulkhead line, review and approval of plats for the Rotonda Subdivision, questions involving the Charlotte County Charter Commission, election matters, mosquito and erosion control matters, road improvement projects, including condemnation resolutions, Charlotte County Health Unit, home rule provisions. Matters involving litigation extended to enforcement of zoning regulations (including appeal to Second District Court of Appeal), quieting title to real estate, foreclosure of liens, including delinquent taxes, declaratory judgment action, road right-of-way condemnation.
4. Wood, Scheb, Whitesell & Warren. After being associated with this Sarasota, FL. based law firm for 5 years, became a proprietary partner and for the next 5 years supervised the Englewood branch office, including two associate attorneys, one paralegal and two legal secretaries.
5. First National Bank of Englewood. Organizing Agent for nine member group seeking National Bank Charter from Comptroller of Currency in 1970. Following contested bank application, received approval and then organized bank structure, including issuance of 1.5 million dollars in capital stock to over seven hundred shareholders. Opened bank in 1973 as Chairman of Board and served in that capacity for the first five years of operation. Bank was sold into Exchange Bank System (now NNCB National Bank of Florida) in 1983 having grown in assets to over \$40,000,000.00 with branch offices at Palm Plaza and Rotonda, in addition to the Main Office location. Served as Bank legal counsel providing effective representation in various contested litigated cases, negotiating numerous Bank contracts, determining legal requirements to ensure the Bank's first lien position in real estate loans and giving regular legal counsel to the Bank Board, officers and staff on bank operations.
6. Lemon Bay Hospital Project. Served as attorney to local group seeking to organize a 100-bed acute care hospital for Englewood, Florida. Obtained Certificate of Need from



RESUME (Continued)

Page Three

Florida Health and Rehabilitative Services in July 1974 following contested hearings before various administrative bodies. Negotiated many contractual agreements, including hospital management functions and a \$4,000,000.00 industrial bond underwriting agreement with brokerage firm.

7. Served as Testamentary Trustee for Cora Stroh Scholarship Trust administering annual College Scholarship program since 1971, during which time over \$175,000. in stipends were paid primarily to Manatee Community College to over 200 qualified undergraduate students from the Englewood, Florida area.

E. Other Activities:

1. Active member of Englewood Rotary Club, having held many positions including Past President.
2. Active member of First Church of Christ Scientist, Englewood, Florida, having served in virtually all positions.
3. Several other community service projects, including Englewood Area Community Service Fund Drive Chairman.
4. Active in Naval Reserve with significant duty assignments as Staff Judge Advocate (1980-1982) to Commander Reserve Naval Construction Force (Command supervises over 20,000 Reserve Seabees nation-wide) and as Staff Judge Advocate (1984-1986) to Commander Naval Reserve Readiness Command Region 8 (Command supervises over 2,000 Naval Reservists in Florida and Georgia).

GENERAL DESCRIPTION OF OFFICE PRACTICE:

We provide services to a wide variety of clientele residing and working in Englewood and the surrounding area. The office litigation case load includes personal injury, commercial and foreclosure work, dissolution of marriage cases and real estate litigation, among other matters. As might be expected in a retirement community, the office represents a number of decedents' estates involving full probate administration. Administrative matters before local governmental agencies, including rezoning and related matters are also handled. Closing real estate transactions and issuing title insurance in connection therewith and drafting simple, as well as complex, wills and trusts are among the types of office practice we do. A small volume of corporate work, including organization of new corporations, is also performed. During tax season each year, the office prepares U. S. Income Tax Returns for individuals and Estate and Fiduciary tax returns are prepared in connection with the administration of estates.

## **EXHIBIT E**

### **Item No. 18. C.**

#### **Statement of Technical Capability**

The following profile of the technical capabilities for DSS Communications indicates the background, education, training, and skills available to this firm in order to obtain and maintain the firm's prepaid calling card services equipment in operational condition.

#### R. Earl Warren, President and Chief Executive Officer.

Mr. Warren has, for several years, been actively involved with the computerization and automation of the Florida law firm with which he practices law. In the capacity of a systems designer and programmer, he has designed, programmed and established in-house Paradox database systems designed to track customer data and financial information, generate monthly reports in a variety of formats, provide structured file label formats and tabulate monthly budget projections. He has demonstrated proficiency with MS-DOS 3.0 and 6.0, Hewlett-Packard PCL language, BASIC language and Paradox 3.0 & 4.0 programming, Windows 3.1 and NT, Wang Word Processing, WordPerfect, Microsoft Multiplan, and Corel Quattro Pro. His experience includes work with Norton Utilities, including Disk Doctor, PKZIP, the DOS Utilities, and use of TCP/IP for Internet dialup connections. In 1992 he was a participant in the Borland International's Paradox Developer Partners Program and then later in 1994 he was certified a member of the Borland Developer Connection. His formal training by Softbite International of Addison, IL has included: Designing and Building Paradox Applications Using PAL - 1990, Advanced Topics in Paradox and PAL - 1990, Up & Running in Paradox 4.0 - 1992, and Up & Running in ObjectPAL - 1995.

In addition, DSS Communications expects to purchase support and maintenance agreements for the hardware and software components subject to proprietary licensing requirements or otherwise requiring technical skills not available by its staff.

**EXHIBIT F**

**Item No. 19.**

**Proposed Tariff**

TITLE PAGE

FLORIDA TELECOMMUNICATIONS TARIFF

OF

DEARBORN STREET STATION, INC. d/b/a DSS COMMUNICATIONS

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Dearborn Street Station, Inc., d/b/a DSS Communications, with principal offices at 353 W. Dearborn Street, Englewood, FL 34223. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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ISSUED: June 30, 1998

EFFECTIVE: \_\_\_\_\_

ISSUED BY: R. Earl Warren, President  
353 W. Dearborn Street  
Englewood, FL 34223

CHECK SHEET

The sheets listed below, which are inclusive 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 of the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
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SYMBOLS SHEET

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

- D - Delete Or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction To A Customer's Bill
- T - Change in Text Or Regulation But No Change In Rate Or Charge

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

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TARIFF FORMAT SHEETS

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff 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 FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations.

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

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

1.2 Definitions.

Access Line - An arrangement which connects the subscriber's or customer's location to the Company's designated point of presence or network switching center.

Authorization Code - A numerical code, one or more of which are available to a customer to enable him/her to access the carrier, and which is used by the carrier both to prevent unauthorized access to its facilities and to identify the customer for billing purposes.

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

Called Station - Denotes the terminating point of a call [i.e., the called telephone number].

Company or Carrier - Dearborn Street Station, Inc., d/b/a DSS Communications ("DSS"), unless otherwise indicated by the context.

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

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

Day - From 8:00 AM up to but not including 5:00 p.m. local time Sunday through Friday.

Debit Account - An account which consists of a prepaid usage balance depleted on a real time basis during each Debit Service Call.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.2 Definitions. (Cont.)

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

Debit Service Call - A service accessed via a Toll Free (i.e. 800/888) number or other access code dialing sequence whereby the customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Debit Account.

DSS Communications - Used throughout this tariff to refer to Dearborn Street Station, Inc. d/b/a DSS Communications.

End User - Any person, firm, corporation, partnership or other entity which uses the services of the Carrier under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Evening - From 5:00 p.m. up to but not including 11:00 p.m. local time Sunday through Friday.

Holidays - The Company's recognized holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents Day, Ground Hog Day, St. Patrick's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day.

LATA (Local Access and Transport Area) - A geographic area established as required by the Modified Final Judgment entered in United States v. Western Electric Co., Inc., 552 F. Supp. 131 (DDC 1982), within which a local exchange telephone company provides communication services.

Night/Weekend - From 11:00 p.m. up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 p.m. Sunday.

Personal Account Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

Presubscribe - A method used to identify DSS Communications as the Customer's primary interexchange carrier and provides the Customer with direct dial "1+" long distance calling on DSS Communications' network.

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

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company Feature Group circuits. The cost of switched Feature

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Continued)

1.2 Definitions. (Cont.)

Group access is billed to the Carrier.

Underlying Carrier - A provider of interexchange telecommunication services from whom DDS acquires services which it resells to its customers.

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 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company.

DSS is a resale common carrier providing intrastate direct dialed, travel card, prepaid calling card and long distance services to Customers within the State of Florida. DSS's services and facilities are furnished for communications originating at specified points within the State of Florida under the terms of this tariff.

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

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

2.2 Limitations.

2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and provisions of this tariff.

2.2.2 Certain operator functions, including "0+" and "0-" operator assisted calls, are referred to a local exchange operator.

2.2.3 The Company reserves the right without notice to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control; or when the customer or end user is using the service in violation of the law or the provisions of this tariff.

2.2.2 The company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4 DSS Communications reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the company.

2.2.4 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.2 Limitations (Cont.)

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.

2.2.5 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 for service.

2.2.6 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.3 Liabilities of the Company.

2.3.1 The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service, channels or facilities, and not caused by the negligence of its employees or its agents, shall not commence until the date and time of activation of service by the Company and shall cease upon the date and time of termination of service by the Company, and in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period of service during which the above-described faults in transmission occur. For purposes of computing such amount, a month shall be considered to have thirty (30) days.

2.3.2 The liability of the company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission or defect occurs.

2.3.3 The company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under this tariff if caused by any person or entity other than the company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Liabilities of the Company. (Cont.)

- 2.3.4 The company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by the company under this tariff, or (II) for connecting, combining, or adapting the company's facilities with Customer's apparatus or systems, or (III) for any act or omission of the Customer, or (vi) for any personal injury or death of any person, or the any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment of wiring provided by the company if not directly caused by negligence of the company.
- 2.3.5 In no event shall the Company be responsible for consequential damages or lost profits suffered by a customer or end user as a result of interrupted or unsatisfactory service.
- 2.3.6 The Company shall not be liable for any act or omission of any other company(s) or carrier(s) furnishing all or any portion of the service. No agents or employees of other companies or carriers shall be deemed to be agents or employees of the Company.
- 2.3.7 The Company shall be indemnified and held harmless by every customer and/or end user against:
- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's channels or facilities.
  - (B) Patent infringement claims arising from combining or connecting carrier-furnished channels with the apparatus and systems of the customer.
  - (C) All other claims arising out of any act or omission of the customer and/or end user in connection with any service or facility provided by the Company.
- 2.3.8 The Company does not guarantee or make any warranty with respect to any equipment provided by it where such equipment is used in

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.3 Liabilities of the Company. (Cont.)

locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. The customer and/or end user shall indemnify and hold harmless the Company from and against any and all claims, losses, demands, suits or other action(s), or any liability whatsoever, whether suffered, made, instituted or asserted by the customer and/or end user or by any other party or persons, for any personal injury or death of any person or persons, and for any loss, damage or destruction of any 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, presence, condition, location or use of such equipment so used.

- 2.3.9 The Company is not liable for any defacement of, or damage to, the premises of a customer and/or end user resulting from the furnishing of services or the attachment of instruments, apparatus and associated wiring furnished by any carrier on such customer's premises or by the installation or removal thereof, when such defacement or damage is not the result of the company's negligence. No agent or employee of other participating carriers shall be deemed to be an agent or employee of the company without the express prior written authorization of the company.

2.4 Responsibilities of the Customer.

- 2.4.1 The customer is responsible for taking all necessary legal steps for interconnecting the customer-provided terminal equipment or communications systems with carrier facilities or services. The customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for such interconnection.
- 2.4.2 The customer shall ensure that the equipment and/or system is properly interfaced with carrier facilities or services, that the signals emitted into the carrier 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 or kill personnel or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the company will permit such equipment to be connected with its channels without the use of protective interface devices.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Responsibilities of the Customer. (Cont.)

- 2.4.3 If the customer fails to maintain the equipment and/or system properly, with resulting imminent harm to carrier equipment, personnel or the quality of service to other customers, the company may, upon written notice to the customer, require the use of protective equipment at the customer's expense. If such protective equipment fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the customer's service.
- 2.4.3 Upon reasonable notice, the facilities provided by the Customer shall be made available to the company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.5 Interruption of Service.

- 2.5.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the customer, or to the failure of channels, equipment or communications systems provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the obligation of the customer or end user to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer and/or end user shall ascertain that the trouble is not being caused by any action or omission by the customer and/or end user within his/her control, or is not in wiring or equipment, if any, furnished by the customer and/or end user and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the customer, end user and/or other subscriber does not provide access to the Company for such restoration work. Interruptions cause by Customer-provided or Carrier-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.
- 2.5.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.5.3 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company. Credit for outages greater than twenty-four hours in duration is issued for fixed recurring monthly charges

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.5 Interruption of Service. (Cont.)

only. No credit is given for usage-sensitive charges.

- 2.5.4 The customer shall be credited for an interruption of more than twenty-four hours after verification by the company at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues as follows:

Credit Formula:

$$\text{Credit} = A/720 \times B$$

"A" - outage time in hours

"B" - total monthly charge for affected facility

- 2.5.5 If written notice of a dispute as to charges is not received by the company within the next thirty (30) days after the date a bill is issued, such charges shall be deemed to be correct and binding on the customer and/or end user.

2.6 Suspension of Service by Carrier.

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

2.7 Disconnection of Service by Carrier.

The company (carrier) may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- 2.7.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service, upon five (5) working days written notice to the customer.
- 2.7.2 Non-compliance with or a violation of any regulation governing the service under this tariff.
- 2.7.3 Non-compliance with or a violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.7 Disconnection of Service by Carrier. (Cont.)

- 2.7.4 Use of telephone service for any purpose other than that described in the application.
- 2.7.5 Neglect or refusal to provide reasonable access to the company or its agents for the purpose of inspection and maintenance of equipment owned by the company or its agents.
- 2.7.6 Without notice in the event of customer and/or end user use of equipment in such a manner as to adversely affect the company's equipment or service to others.
- 2.7.7 Without notice in the event of tampering with the equipment or services owned by the company or its agents.
- 2.7.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued or fraudulent use of service, the company may, before restoring service, require the customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.7.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the company from furnishing such services.
- 2.7.10 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

2.8 Payment and Credit Regulations.

- 2.8.1 Payment Arrangements. The customer is responsible for payment of all charges for services and equipment furnished to the customer for transmission of calls via the company. The customer agrees to pay to the company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the company. The customer agrees to pay the company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement.

All charges due by the customer are payable to the company or any billing agency duly authorized to receive such payments. Terms of

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Payment and Credit Regulations. (Cont.)

payment shall be according to the rules and regulations of the billing agency and subject to to the rules of regulatory agencies, such as the Florida Public Service Commission. Any objections to billed charges must be reported promptly to the company or its billing agent. Adjustments to customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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

2.8.2 Deposits. The Company does not require a deposit from the customer.

2.8.3 Advance Payments. For customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.8.4 Taxes. For all services other than Debit Card Services, the company reserves the right to bill any and all applicable taxes, including but not limited to Federal, state and local excise tax, gross receipts tax, sales tax, and municipal utilities tax, in addition to normal long distance usage charges. Such charges will be listed as separate line items on customer invoices and are not included in the quoted rates.

2.8.5 Billing of Calls. All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.8.6 Commercial Credit Card Payment Option. Customers may choose to pay monthly bills via certain commercial credit cards accepted by the company. Credit card billed customers will receive monthly call detail statements, which are separate from the credit card bills. If the customer's credit card company rejects the billing, the company will make three attempts - two by telephone and one by mail

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Payment and Credit Regulations. (Cont.)

- to contact the customer for alternative payment arrangements. If alternative payment arrangements are not made within seven (7) days, the customer's long distance service is disconnected.

2.9 Exclusion Requirements for Specific Service.

The company offers no exclusion for specific service.

2.10 Employee Concessions.

The company offers no special employee concessions.

2.11 Use of Service.

Neither customers nor end users may use the service furnished by the company for any unlawful purpose.

2.12 Customer Billing Inquiries.

Any customer who has a question regarding his/her telephone billing may contact DSS Communications at 353 W. Dearborn Street, Englewood, Florida 34223.

2.13 Minimum Service Period.

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

2.14 Terminal Equipment.

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

2.15 Cost of Collection and Repair.

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

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.16 Restoration of Service.

Restoration of service shall be accomplished in accordance with Florida PSC rules and regulations. There is no fee to restore service.

2.17 Other Rules.

2.18.1 The company may temporarily suspend service without notice to the customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the company deems it necessary to take such action to prevent unlawful use of its service. The company will restore service as soon as service can be provided without undue risk of fraud.

2.18.2 The company makes every effort to reserve 800/888 vanity numbers requested by customers but makes no guarantee or warranty that the requested number(s) will be available.

2.18.3 If a customer who has received a toll free number does not subscribe to 800/888 service within ninety (90) calendar days, the company reserves the right to make the assigned number available for use by another customer.

2.18.4 Toll free numbers (i.e., 800, 888) shared by more than one customer, whereby individual customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the company will honor customer requests for a change in responsible organization or 800/888 service provider for 800/888 numbers dedicated to the sole use of that single customer.

2.18 Applicable Law.

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

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ISSUED BY: R. Earl Warren, President  
353 W. Dearborn Street  
Englewood, FL 34223

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls.

3.1.1 When Billing Charges Begin and End For Phone Call.

The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2 way communication, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up. Chargeable time ends when a call is terminated, thereby releasing the network connection.

3.1.2 Billing Increments.

The minimum call duration for billing purposes is one (1) minute for a connected call and calls beyond one (1) minute are billed in one (1) minute increments.

3.1.3 Per Call Billing Charges.

Billing will be rounded up to the nearest penny for each call.

3.1.4 Uncompleted Calls.

There shall be no charges for uncompleted calls, such as busy numbers, no answer, etc.

3.1.5 Credit and Refunds.

All requests for call credits due to bad connection, disconnection, wrong number dialed, etc. shall be made within the next thirty (30) days after a bill is issued through the company's offices at 353 W. Dearborn Street, Englewood, Florida 34223.

3.2 Rate Periods.

3.2.1 Time of Day Periods. For purposes of determining the applicable rate, the following rate period definitions are used:

Day Rate Period: 8:00 a.m. to, but not including 5:00 p.m. Monday through Friday.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.2 Rate Periods. (Cont.)

Non-Day Rate Period: All other times not included in the Day Rate Period.

3.2 Calculation of Distance.

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

The airline mileage between rate centers is determined by applying the industry standard formula below to the vertical and horizontal coordinates associated with the rate centers involved. The spacing between adjacent vertical grid lines and between horizontal grid lines represents a distance of one coordinate unit. This unit is the square root of 0.1, expressed in statute miles. The Company uses the rate centers and associated vertical and horizontal coordinates that are produced by Bell Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

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

FORMULA:

The square  
root of:

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

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.3 Minimum Call Completion Rate.

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

3.4 Intrastate Prepaid Calling Card Service.

Service is offered on a measured-use basis for an initial one (1) minute minimum with additional one minute increments thereafter using prepaid calling cards issued by the company and decremented according to the rate plans set forth in Section 4.1. The particular rate plan applicable to an end user's prepaid card will be determined based on the agent or customer distributing the card, the area where the agent or customer is distributing, the length of service commitment, and such other competitive and marketplace factors as may be appropriate. The rate plan applicable to a prepaid calling card will be printed on the card.

Rates for this service are set forth in Section 4.1.

3.5 Adjustment of Calls Billed.

All charges due by the customer are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the company and in every event within the next thirty (30) days after a bill has been issued. Adjustments to customers' bills will be made after verification by the company to the extent that records are available and/or circumstances exist that reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

3.6 Service Offerings.

3.6.1 DSS Communications Long Distance Service.

DSS Communications Long Distance Service is offered to residential and business customers. The service permits direct dialed outbound calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in one minute increments. No monthly recurring charges or minimum monthly billing requirements apply. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.6 Service Offerings. (Cont.)

3.6.2 DSS Communications 800/888 (Inbound) Long Distance Service.

DSS Communications 800/888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in six second increments, with a six second minimum call duration. No monthly recurring charges apply. A \$10.00 minimum monthly billing requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.6.3 DSS Communications Calling Card Service.

DSS Communications Calling Card Service is a calling card service offered to residential and business customers who subscribe to the DSS Communications Long Distance Service calling plan. Customers using the Carrier's calling card service access the service by dialing a 1-800 number followed by an account identification number and the number being called. This service permits subscribers utilizing the Carrier's calling card to make calls at a single per minute rate. Calls are billed in one (1) minute increments after the initial minimum period of one (1) minute. There are no nonrecurring or monthly recurring charges. No calling card surcharge applies.

3.6.4 Operator Services.

The Company's operator services are provided to residential and business customers who "presubscribe" to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein): (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

3.6.4.A Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.6 Service Offerings. (Cont.)

rated calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

- 1) Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the DSS Communications network; and
- 2) Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

3.6.5 Travel Card.

The company provides telecommunications services and optional enhanced service to customers while traveling away from the office or home. Customers must dial a toll free (i.e., 800/888) access number followed by their authorization code to make a call or use the service. A monthly credit limit will be assigned to each card for fraud protection. Customers have the option of raising or lowering the limit amount to best suit their calling practices. For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.6.6 Debit Card Services.

The company's debit card service allows customers to place direct dialed calls between locations within the State of Florida. Customers access the company's network by dialing an 800/888 number or other access dialing sequence and entering a Personal Account Code. The company's system informs the customer of the available usage balance remaining in his/her debit account and prompts the customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the available usage balance in the customer's account on a real time basis as the call progresses.

Network usage for debit card calls is deducted from the available usage balance in customer's debit account in full one (1) minute

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SECTION 3 - DESCRIPTION OF SERVICE (Continued)

3.6 Service Offerings. (Cont.)

increments. For debiting purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

3.6.7 Directory Assistance.

Directory assistance is available to the company's customers. A directory assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES

4.1 DSS Communications Long Distance Service.

Each customer is charged individually for each call placed through the company. Charges may vary by product type, time of day, day of the week and call duration.

4.1.1 For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

	<u>Per Minute Rate</u>	
	<u>Day</u>	<u>Non-Day</u>
Residential Customers	\$ 0.1000	\$ 0.1000
Business Customers	\$ 0.1000	\$ 0.1000

A monthly service fee of \$7.50 or less applies per residential account. There is no monthly service fee for business customers.

4.2 DSS Communications 800/888 (Inbound) Long Distance Service.

4.2.1 For billing purposes, call timing is rounded up to the nearest six (6) second increment after the initial minimum period of eighteen (18) seconds. Usage charges are computed and rounded up to the nearest penny on a per call basis.

	<u>Per Minute Rate</u>	
	<u>Day</u>	<u>Non-Day</u>
Residential Customers	\$ 0.1200	\$ 0.1200
Business Customers	\$ 0.1200	\$ 0.1200

A monthly service fee of \$7.50 or less applies per residential account. There is no monthly service fee for business customers.

4.3 DSS Communications Calling Card Service.

4.3.1 Travel Card Service.

For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

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SECTION 4 - RATES (Continued)

4.3 DSS Communications Calling Card Service. (Cont.)

<u>Per Minute Rates</u>	<u>Residential</u>	<u>Business</u>
Day	\$ 0.2500	\$ 0.2000
Non-Day	\$ 0.2500	\$ 0.2000

A per call surcharge of \$ 0.25 applies to residential and business accounts.

4.3.2 Debit Card Service.

Prepaid calling cards are available in face amounts of \$10.00 - \$500.00. There are no surcharges for this service. Prepaid calling cards may be recharged for a minimum of \$25.00. Prices are inclusive of taxes and apply 24 hours per day, seven days per week. Cards are decremented at \$0.35 per minute and in full minute decrements. For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute. Usage charges are computed and rounded up to the nearest penny on a per call basis.

4.3.3 Bonus Amounts.

The company offers customers "Bonus Amounts" if the customer recharges the calling card for one of the following amounts. [For example, a customer that pays \$59.85 to recharge the calling card is entitled to a bonus amount of \$15.00, which results in a calling card with a face value of \$74.85 (\$59.85 + \$15.00 = \$74.85)]. Bonus Amounts are available as follows:

<u>Amount Purchased</u>	<u>Bonus Amount</u>	<u>Face Value of Card</u>
\$ 29.70	\$ 0.00	\$ 29.70
\$ 59.85	\$ 15.00	\$ 74.85
\$118.80	\$ 37.80	\$156.60
\$216.00	\$120.60	\$336.60
\$324.00	\$210.60	\$534.60
\$495.00	\$363.60	\$858.60

4.4 Operator Services (For presubscribed customers).

4.4.1 Usage Rates: The appropriate rate found under 4.1 or 4.3 shall apply.

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SECTION 4 - RATES (Continued)

4.4 Operator Services (For presubscribed customers). (Cont.)

4.4.2 Operator Charges:

Collect Station-to-Station	\$1.00
Collect Person-to-Person	\$3.25
Person-to-Person	\$3.25
Station-to-Station	\$1.00
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$1.75
Operator Dialed Surcharge	\$0.75

4.4.3 Directory Assistance:

Directory Assistance - per call \$0.75

4.5 Determining Applicable Rate in Effect.

For the initial minute, the rate applicable at the start of chargeable time at the calling station applies. For additional minutes, the rate applicable is that rate which is in effect at the calling station when the additional minute(s) begin. That is, if chargeable time begins during the Day Period, the Day Rate applies to the initial minute and to any additional minutes that the call continues during the rate period. If the call continues into a different rate period, the appropriate rates from that period apply to any additional minutes occurring in that rate period. If an additional minute is split between two rate periods, the rate period applicable at the start of the minute applies to the entire minute.

4.6 Payment of Calls.

4.6.1 Late Payment Charges.

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.6.2 Return Check Charges.

A return check charge of \$25.00 or five (5%) percent of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity, (i.e., local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

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SECTION 4 - RATES (Continued)

4.7 Connection Fees.

2.3.1 The Company does not charge a connection fee.

4.8 Restoration of Service.

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

4.9 Special Promotions.

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

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstance longer than ninety (90) days in any twelve (12) month period.

4.10 Special Rates For The Handicapped.

4.10.1. Directory Assistance.

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.10.2. Operator Assistance.

Operator surcharges for handicapped persons will be waived for operator assistance provided to a caller who identifies himself or herself as being handicapped and unable to dial the call because of a handicap.

4.10.3. Hearing and Speech Impaired Persons.

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between

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SECTION 4 - RATES (Continued)

4.10 Special Rates For The Handicapped. (Cont.)

TDDs. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the non-day rate to calls placed during the day rate period. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

4.10.4. Telecommunications Relay Service.

For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by fifty (50%) percent off of the otherwise applicable rate for a voice nonrelay call, except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted sixty (60%) percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

4.10.5. Emergency Call Exemptions.

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

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Englewood, FL 34223

DEPOSIT  
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DATE  
JUL 0 6 1998

LAW OFFICES OF  
EARL WARREN, P. A.  
359 WEST DEARBORN STREET  
P. O. BOX 1207  
ENGLIWOOD, FLORIDA 34295-1207



(941) 474-7768  
FAX (941) 474-7769  
E-MAIL: 78550.175@compuserve.com  
E-MAIL: tammy@netline.net

R. EARL WARREN

June 30, 1998

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

Gentlemen:

Please find enclosed our Application Form for Authority to Provide Interexchange Telecommunication Services Within The State of Florida with attached exhibits as required. Our law firm check in the amount of \$250. to cover the filing fee is also enclosed.

If you have any questions, do not hesitate to contact this office.

R. EARL WARREN, P.A.  
ATTORNEY AT LAW  
359 WEST DEARBORN  
P.O. BOX 1207  
ENGLIWOOD, FLORIDA 34295

18999

THE SUM 250 DOLS 00 CTS

PAY		DOLLARS		
DATE	TO THE ORDER OF	CHECK NO.	AMOUNT	CLIENT OR EXPLANATION
6/29/98	Florida Public Serv Comm	18999	250.00	Filing Fee

R. EARL WARREN, P.A.

*R. Earl Warren*

NationaBank of Florida, N.A.  
Englewood, FL 34223