

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

3220 UDDENBERG LANE, SUITE 4  
GIG HARBOR, WASHINGTON 98335

TELEPHONE: 253.851.6700  
FACSIMILE: 253.851.6474

ORIGINAL

VIA OVERNIGHT DELIVERY

September 20, 1999

Florida Public Service Commission  
Division of Records and Reporting  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 SEP 21 AM 9:48  
MAIL ROOM

991415-TI

RE: DONTEL International L.L.C. – Application for Original Authority to Provide Interexchange Telecommunications Service

Dear Sir or Madam:

Enclosed are an original and six (6) copies of DONTEL International L.L.C.'s Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is DONTEL International L.L.C.'s Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

for Harbor Consulting Group, Inc.

Kristin Larson Doyle

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

Initials of person who forwarded check:

LS

Enclosures

cc: DONTEL International L.L.C.

11296-99

This document has been placed in confidential storage pending advice on handling from OPR staff.

DOCUMENT NUMBER-DATE

11295 SEP 21 99

FISCAL RECORDS/REPORTING

# HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

3220 UDDENBERG LANE, SUITE 4  
GIG HARBOR, WASHINGTON 98335

TELEPHONE: 253.851.6700  
FACSIMILE: 253.851.6474

VIA OVERNIGHT DELIVERY

September 20, 1999

Florida Public Service Commission  
Division of Records and Reporting  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION  
99 SEP 21 AM 9:48  
MAIL ROOM

RE: DONTEL International L.L.C. – Application for Original Authority to Provide Interexchange Telecommunications Service

Dear Sir or Madam:

Enclosed are an original and six (6) copies of DONTEL International L.L.C.'s Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is DONTEL International L.L.C.'s Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

2879

**DONTEL INTERNATIONAL L.L.C.**  
1400 S. WOLF RD., BLDG. 100, STE. 105  
WHEELING, IL 60090

2-53/710

DATE 9-1-99

PAY TO THE ORDER OF

Florida Public Service Commission

\$ 250<sup>00</sup>

Two hundred fifty <sup>00</sup>/<sub>100</sub>

DOLLARS

**LaSalle Bank N.A.**  
Chicago, Illinois 60690

FOR Filing Fee

*Charlotte L. Graff*

⑈002879⑈

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

ORIGINAL

In the Matter of the Application )  
of DONTEL International L.L.C. )  
for Original Authority to Provide )  
Interexchange Telecommunications )  
Services Within the State of Florida )

No. 991415-TI

**APPLICATION FOR AUTHORITY**

DONTEL International L.L.C. ("Applicant"), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched and dedicated access services within the State of Florida. As a reseller of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant's legal name is DONTEL International L.L.C.

3. Applicant will be doing business as DONTEL International L.L.C.

4 and 5. Applicant's official mailing address is:

DONTEL International L.L.C.  
1400 South Wolf Road  
Building 100, Suite 105  
Wheeling, Illinois 60090

Telephone: 847.465.1069  
Facsimile: 847.465.1092

DOCUMENT NUMBER-DATE

11295 SEP 21 89

FPSC-RECORDS/REPORTING

Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office.

6. Applicant proposes to provide resold switched and dedicated access inbound and outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida. Specifically, Applicant will offer "1 Plus", "800" and calling card services. Applicant will also offer directory assistance for the exclusive use of its customers. Applicant does not propose to offer alternative operator services to the transient public.

7. Applicant is a privately held company organized under the laws of the State of Illinois on November 18, 1997 as DONTEL L.L.C. The Company subsequently changed its name to DONTEL International L.L.C. Applicant's Articles of Organization are submitted as **Exhibit A.**

8 and 9. Not applicable.

10. Applicant is in the process of applying with the Secretary of State for authority to operate in Florida. Once it is received, Applicant will file its Certificate of Authority as **Exhibit B.**

11-15. Not applicable.

16 and 17. With the exception of certain international traffic, which will be billed for in-house, Applicant's billing will be performed by:

Platinum Communications  
5580 Peterson Lane, Suite 240  
Dallas, Texas 75240

Bills will be mailed directly to customers, and Applicant's name will appear on the bill.

18. (a) Correspondence and communications concerning this Application and

Tariff should be directed to Applicant's regulatory consultant:

Ms. Kristin Larson Doyle  
c/o Harbor Consulting Group Inc.  
3220 Uddenberg Lane, Suite 4  
Gig Harbor, WA 98335

Telephone: (253) 851-6700  
Facsimile: (253) 851-6474

- (b) The official point of contact for ongoing operations of the Applicant is:

Ms. Sophia Chen-de Vries  
DONTEL International L.L.C.  
1400 South Wolf Road  
Building 100, Suite 105  
Wheeling, Illinois 60090

Telephone: (847) 465.1069  
Facsimile: (847)465.1092

- (c) Customer complaints/inquiries should be directed to Applicant's customer service manager, Nancy Clark, at:

DONTEL International L.L.C.  
1400 South Wolf Road  
Building 100, Suite 105  
Wheeling, Illinois 60090

Telephone: 877.236.6835  
Facsimile: 847.465.1092  
E-mail: [nancy@dontel.com](mailto:nancy@dontel.com)

19. (a) Applicant is currently operating as an interexchange telecommunications company in Illinois and New Jersey.

(b) Applicant has no applications pending to be certificated as an interexchange telecommunications company in any state.

(d) - (f) In no states has Applicant been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(b) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.

21. Applicant is a value-added, non-facilities-based provider of resold MTS interexchange telecommunications services. Applicant proposes to provide switched and dedicated access services only for the direct transmission and reception of voice and data between locations throughout the State of Florida. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. All network facilities are the property of, and controlled by, Applicant's underlying carriers. Applicant assumes full responsibility for marketing and sales, billing and customer service functions.

Applicant seeks to provide long-distance services at rates that are competitive with those of other carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit E**.

22. Applicant's proposed tariff is attached hereto as **Exhibit E**.

23. (a) Applicant's financial statements, copies of which are attached as **Exhibit C**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a reseller of intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida.

(b) Applicant's senior managers have the necessary experience to offer high-quality interexchange telecommunications service in the state of Florida. Summaries of their qualifications appear as **Exhibit D**.

(c) Applicant's technical ability to provide service is entirely dependent on that of its underlying carriers, Ameritech, Atlas Communications, Cable & Wireless, ISG, MCI Worldcom, Quest and World Exchange.

24. Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) increased consumer choice in telecommunications services;
- (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

WHEREFORE, DONTEL International L.L.C. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of telecommunications services within the State of Florida.

Respectfully submitted this 10<sup>th</sup> day of September, 1999.

DONTEL International L.L.C.

By: 

Bruce Sanders

President

1400 South Wolf Road

Building 100, Suite 105

West Hills, California 91307

Telephone: 818.887.6820

Facsimile: 818.887.2686

Harbor Consulting Group Inc.  
4312 92nd Avenue Northwest  
Gig Harbor, Washington 98335

Telephone: 253.265.3910

Facsimile: 253.265.3912

Applicant's Regulatory Consultants



APPLICANT ACKNOWLEDGMENT STATEMENT

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment of \$50.00 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.

Respectfully submitted this 10<sup>th</sup> day of September, 1999.

DONTEL International L.L.C.

By: 

Bruce Sanders

President

1400 South Wolf Road

Building 100, Suite 105

Wheeling, Illinois 60090

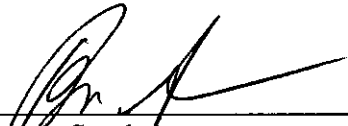
Telephone: 847.465.1069

Facsimile: 847.465.1092


VERIFICATION OF FINANCIAL STATEMENTS

STATE OF ILLINOIS        )  
  )  
COUNTY OF LAKE        )        ss.

I, Bruce Sanders, being first duly sworn and deposed, state that I am President of DONTEL International L.L.C., Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.

  
\_\_\_\_\_  
Bruce Sanders

Subscribed and sworn to before me this 25 day of August, 1999.

  
\_\_\_\_\_  
Notary Public in and for the State of Illinois,

residing at: \_\_\_\_\_

Wheeling, Illinois  
\_\_\_\_\_



My Commission Expires 3-31-03

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

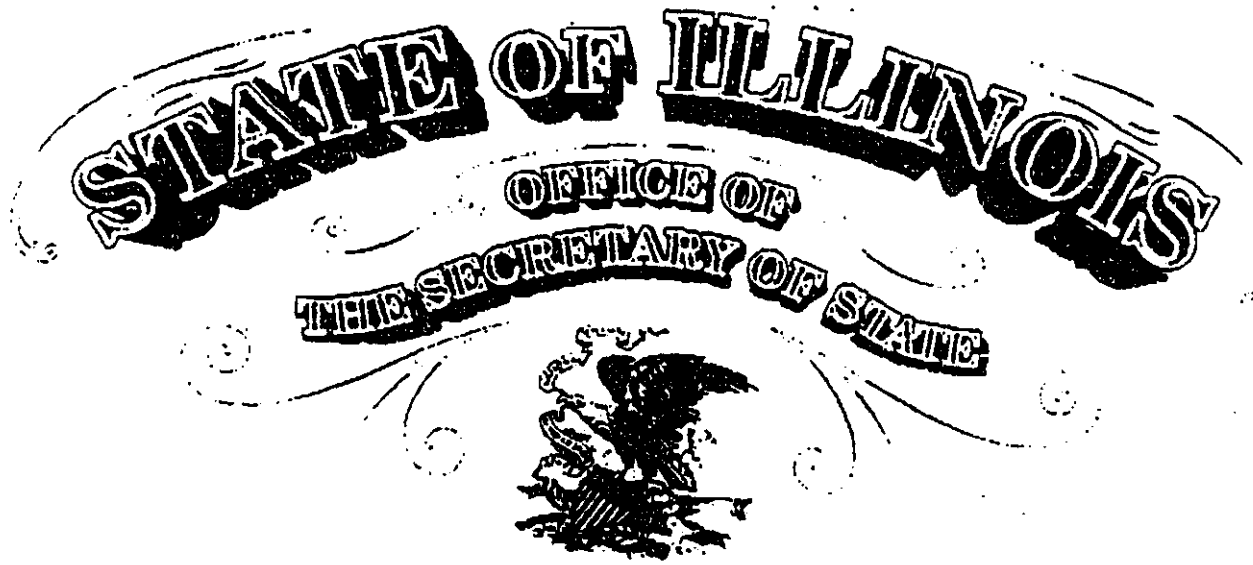
In the Matter of the Application of )  
of DONTEL International L.L.C. )  
for Original Authority to Provide )  
Interexchange Telecommunications ) No. \_\_\_\_\_  
Services Within the State of Florida )

**LIST OF EXHIBITS AND APPENDICES**

- |            |  |
|------------|--|
| EXHIBIT A  | ARTICLES OF ORGANIZATION                     |
| EXHIBIT B  | CERTIFICATE OF AUTHORITY                     |
| EXHIBIT C  | FINANCIAL STATEMENTS                         |
| EXHIBIT D  | MANAGEMENT EXPERIENCE                        |
| EXHIBIT E  | PROPOSED TARIFF                              |
| APPENDIX A | CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT |
| APPENDIX B | CUSTOMER DEPOSITS AND ADVANCE PAYMENTS       |
| APPENDIX C | CURRENT FLORIDA INTRASTATE SERVICES          |
| APPENDIX D | AFFIDAVIT                                    |

**EXHIBIT A**

**ARTICLES OF ORGANIZATION**  
**(Attached)**



Whereas, ARTICLES OF ORGANIZATION OF  
DONTEL L.L.C.,  
ORGANIZED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN FILED  
IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE LIMITED  
LIABILITY COMPANY ACT OF ILLINOIS, IN FORCE JANUARY 1, 1994.

Now Therefore, I, George H. Ryan, Secretary of State  
of the State of Illinois, by virtue of the powers vested in me by  
law, do hereby issue this certificate of organization under the  
Illinois Limited Liability Company Act.

In Testimony Whereof, I hereto set my hand and cause to  
be affixed the Great Seal of the State of Illinois, at  
the City of Springfield, this \_\_\_\_\_ 18TH  
day of \_\_\_\_\_ NOVEMBER \_\_\_\_\_ A.D. 19\_\_ and  
of the Independence of the United States  
the two hundred and \_\_\_\_\_ 22ND



*George H Ryan*  
SECRETARY

Form **LLC-5.5**  
January 1995

George H. Ryan  
Secretary of State  
Department of Business Services  
Limited Liability Company Division  
Room 359, Howlett Building  
Springfield, IL 62756

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

**Illinois  
Limited Liability Company Act  
Articles of Organization**

Filing Fee \$500.  
**SUBMIT IN DUPLICATE**  
Must be typewritten

This space for use by Secretary of State

Date **NOV 18, 1997**  
Assigned File **0014 941 1**  
Filing Fee **\$500.00**  
Approved: **JE**

This space for use by  
Secretary of State

**FILED**  
NOVEMBER 18, 1997  
LIMITED LIABILITY CO. DIV.  
GEORGE H. RYAN  
SECRETARY OF STATE  
**PAID**  
NOVEMBER 18, 1997

1. Limited Liability Company Name: DonTel L.L.C.

(The LLC name must contain the words limited liability company or L.L.C. and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or L.P.)

2. Transacting business under an assumed name:  Yes  No.  
(If YES, a Form LLC-1.20 is required to be completed and attached to these Articles.)

3. The address, including county, of its principal place of business: (Post office box alone and c/o are unacceptable.) 1740 Waukegan Road, Suite 5, Glenview, Cook County,  
Illinois 60025-2157

4. Federal Employer Identification Number (F.E.I.N.): Applied for

5. The Articles of Organization are effective on: (Check one)

a)  the filing date, or b)  another date later than but not more than 60 days subsequent to the filing date: \_\_\_\_\_  
(month, day, year)

6. The registered agent's name and registered office address is:

Registered agent:	<u>Robert</u>	<u>E.</u>	<u>Stigler</u>
	<small>First Name</small>	<small>Middle Initial</small>	<small>Last Name</small>
Registered Office:	<u>55 East Monroe Street</u>		<u>4100</u>
(P.O. Box alone and c/o are unacceptable)	<small>Number</small>	<small>Street</small>	<small>Suite #</small>
	<u>Chicago</u>	<u>60603</u>	<u>Cook</u>
	<small>City</small>	<small>Zip Code</small>	<small>County</small>

7. Purpose or purposes for which the LLC is organized: include the business code # (from IRS Form 1065) (If not sufficient space to cover this point, add one or more sheets of this size.) 5195

The transaction of any and all lawful business for which limited liability companies may be organized under the Illinois Limited Liability Company Act.

8. The latest date the company is to dissolve December 31, 2047.  
(month, day, year)

And other events of dissolution enumerated on an attachment. (Optional)

**LLC-5.5**

9. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:

Yes  No

If yes, state the provisions(s) and the statutory cite(s) from the ILLCA.

10. a) Management is vested, in whole or in part, in managers:  
If yes, list their names and business addresses.

Yes  No

b) Management is retained, in whole or in part, by the members:  
If yes, list their names and addresses.

Yes  No

If no, the company has 2 or more members pursuant to S. 5-1 of the ILLCA.

See Exhibit A attached hereto and made a part hereof.

11. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated November 13, 19 97

**Signature(s) and Name(s) of Organizer(s)**

**Business Address(es)**

1. Gayle D Grocke  
Signature  
Gayle D. Grocke, Organizer  
(Type or print name and title)  
  
(Name if a corporation or other entity)

2. \_\_\_\_\_  
Signature  
(Type or print name and title)  
  
(Name if a corporation or other entity)

3. \_\_\_\_\_  
Signature  
(Type or print name and title)  
  
(Name if a corporation or other entity)

1. 55 E. Monroe Street, Suite 4100  
Number Street  
Chicago  
City/Town  
Illinois 60603  
State Zip Code

2. \_\_\_\_\_  
Number Street  
  
City/Town  
  
State Zip Code

3. \_\_\_\_\_  
Number Street  
  
City/Town  
  
State Zip Code

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

**EXHIBIT A TO ARTICLES OF ORGANIZATION  
OF DONTEL L.L.C.**

10b) Names and addresses of the members:

Eric M. Fogel  
55 E. Monroe Street  
Suite 4100  
Chicago, IL 60603

Harvey A. Kahn  
2020 Lincoln Parkway  
#34K  
Chicago, IL 60614

Bruce A. Sanders  
1740 Waukegan Road  
Suite 5  
Glenview, IL 60025

Donald R. Sanders  
180 W. Park Avenue  
Suite 150  
Elmhurst, IL 60126

Charles D. Washington  
1740 Waukegan Road  
Suite 5  
Glenview, IL 60025

5176231.01



Form **LLC-5.25**

January 1994

Illinois  
**Limited Liability Company Act**  
Articles of Amendment

This space for use by  
Secretary of State

**FILED**

MAY 26 1998

LIMITED LIABILITY CO. DIV.  
GEORGE H. RYAN  
SECRETARY OF STATE

George H. Ryan  
Secretary of State  
Department of Business Services  
Limited Liability Company Division  
Room 357, Howlett Building  
Springfield, IL 62756

Filing Fee \$100.

**SUBMIT IN DUPLICATE**

Must be typewritten

This space for use by Secretary of State

Date 5-26-98  
Assigned File # 2014941-1  
Filing Fee \$ 100 -  
Approved: \_\_\_\_\_

Payment may be made by business  
firm check payable to Secretary of State.  
(If check is returned for any reason this  
filing will be void.)

1. Limited Liability Company name: Dontel I.L.C.
2. File number assigned by the Secretary of State: 0014941-1
3. Federal Employer Identification Number (F.E.I.N.): 36-4194263
4. These Articles of Amendment are effective on  the file date or a later date being \_\_\_\_\_  
not to exceed 30 days after the file date.
5. The Articles of Organization is amended as follows: (Attach a copy of the text of each amendment adopted.)  
(Address changes of P.O. Box and c/o are unacceptable)
  - \_\_\_ a) Admission of a new member (give name and address below)
  - \_\_\_ b) Admission of a new manager (give name and address below)
  - \_\_\_ c) Withdrawal of a member (give name below)
  - \_\_\_ d) Withdrawal of a manager (give name below)
  - \_\_\_ e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
  - \_\_\_ f) Change of registered agent and/or registered agent's office (give new name and address, including county below)
  - g) Change in the limited liability company's name (list below)
  - \_\_\_ h) Change in date of dissolution or other events of dissolution enumerated in item 8 of the Articles of Organization
  - \_\_\_ i) Other (give information below)

DONTEL INTERNATIONAL L.L.C.

6. This amendment was adopted by the managers. S. 5-25(3)  Yes  No  
 a) The majority of the managers so approved.  Yes  No  
 b) Member action was not required.  Yes  No
7. This amendment was adopted by the members. S. 5-25(4)  Yes  No  
 a) At a meeting of the members, with the required number of affirmative votes necessary to adopt the amendment  Yes  No  
 b) Only by written consent signed by the members having the required number of votes necessary to adopt the amendment.  Yes  No
8. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this articles of amendment to the best of my knowledge and belief, true, correct and complete.

Dated May 12, 1998

  
(Signature)

Bruce A. Sanders, Member  
(Type or print Name and Title)

(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

Form **LLC-5.25**

January 1998

George H. Ryan  
Secretary of State  
Department of Business Services  
Limited Liability Company Division  
Room 358, Howland Building  
Springfield, IL 62768  
http://www.sos.state.il.us

Payment may be made by business  
firm check payable to Secretary of State.  
(If check is returned for any reason this  
filing will be void.)

Illinois  
Limited Liability Company Act

Articles of Amendment

Filing Fee (see note).  
**SUBMIT IN DUPLICATE**  
Must be typewritten

This space for use by Secretary of State

Date 8-18-98  
Assigned File #  
Filing Fee \$ 100 -  
Approved: z

This space for use by  
Secretary of State

**FILED**

AUG 18 1998

LIMITED LIABILITY CO. DIV.  
GEORGE H. RYAN  
SECRETARY OF STATE

1. Limited Liability Company name DONTEL INTERNATIONAL L.L.C.

2. File number assigned by the Secretary of State: 0014941-1

3. Federal Employer Identification Number (F.E.I.N.): 36-4194263

4. These Articles of Amendment are effective on  the file date or a later date being \_\_\_\_\_  
not to exceed 30 days after the file date.

5. The company has elected in its operating agreement to be governed by the amendatory Act of 1997:  
 Yes  No

6. The Articles of Organization are amended as follows: (Attach a copy of the text of each amendment adopted.)  
(Address changes of P.O. Box and c/o are unacceptable)

- a) Admission of a new member (give name and address below)
- b) Admission of a new manager (give name and address below)
- c) Withdrawal of a member (give name below)
- d) Withdrawal of a manager (give name below)
- e) Change in the address of the office at which the records required by Section 1-40 of the Act are kept (give new address, including county below)
- f) Change of registered agent and/or registered agent's office (give new name and address, including county below)
- g) Change in the limited liability company's name (list below)
- h) Change in date of dissolution or other events of dissolution enumerated in item 8 of the Articles of Organization
- i) Other (give information below)

a) Deborah K. Fogel  
65 W. Jackson  
Chicago, IL 60604

c) Eric M. Fogel

f) Eric M. Fogel  
55 E. Monroe Street, Suite 4100  
Chicago, Cook County, IL 60603

7. This amendment was adopted by the managers. S. 5-25(3)
- a) Not less than minimum number of managers so approved.  Yes  No
- b) Member action was not required.  Yes  No
8. This amendment was adopted by the members. S. 5-25(4)
- Not less than minimum number of members so approved.  Yes  No

9. The undersigned affirms, under penalties of perjury, having authority to sign hereto, that this articles of amendment is to the best of my knowledge and belief, true, correct and complete.

Dated August 12, 1998.

  
 (Signature)

Bruce A. Sanders, Member  
 (Type or print Name and Title)

(If applicant is a company or other entity, state name of company and indicate whether it is a member or manager of the LLC.)

NOTE: If the the company has elected in its operating agreement to be governed by the amendatory Act of 1997, and the only change is a change in the registered agent and/or registered office, the filing fee is \$25.

If the the company has not elected in its operating agreement to be governed by the amendatory Act of 1997, and/or other changes are also reported, the filing fee is \$100.

**EXHIBIT B**

**CERTIFICATE OF AUTHORITY**

Applicant is in the process of applying with the Secretary of State for authority to operate in Florida. Applicant will file its certificate of authority as soon as it is received.

## **EXHIBIT C**

### **FINANCIAL STATEMENTS**

(Attached)

Applicant's most recent financial statements are attached hereto. Applicant considers its financial statement to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, the Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

**EXHIBIT D**

**MANAGEMENT EXPERIENCE**  
(Attached)

## **Senior Management and Partners involved in DONTEL International LLC's International Network Service**

### **Donald Sanders, M.D., Ph. D.**

CEO and Principal Partner Donald Sanders, M.D., Ph.D. is an ophthalmologist with a doctorate in pharmacology and joined DONTEL International after firmly establishing himself as major corporate medical research and management authority. Since 1982 Dr. Sanders has devoted himself to the design, implementation, analysis, and interpretation of clinical research, as well as the dissemination of the results of clinical trials. He has held an advisory position to the US Food and Drug Administration (FDA) in the evaluation of the safety and efficacy of early intraocular lens implants and is currently an Associate Professor of Ophthalmology at the University of Illinois College of Medicine in Chicago. Dr. Sanders recently retired after 14 years as Chief Medical Editor of Ocular Surgery News, the most widely read publication in Ophthalmology reaching over 18,000 ophthalmologists in the US and an additional 18,000 readers in South America, Europe, Asia, and the Pacific Rim. He lectures internationally and writes extensively, having authored or co-authored 126 scientific papers in peer-reviewed medical journals and edited or co-edited 18 professional textbooks related to ophthalmic surgery and technology. More recently he has managed his own consulting firm whereby he and his team consult ophthalmic companies in such matters as the successful defense of pre-market applications before the FDA, gaining the approval of the first one piece silicone type lens in the US in 1991 following several failed attempts before his firm's involvement, and an approval for a new surgical procedure using a special type of laser technology in 1994. Dr. Sander's management skills and style, along with his deep understanding of corporate structure and procedures as well as his experience in Federal Bureaucracy complement DONTEL's technical strengths.

### **Bruce Sanders**

President and Principal Partner Bruce Sanders began his professional career in the investment community, on the floor of the Chicago Mercantile Exchange. After several years of investment trading he took the position of Chief Operations Officer in a Chicago area distribution and warehousing company. Bruce's position there took him into all levels and types of sales force management and implementation.

### **Chuck Washington**

Vice President and Chief Technology Officer Chuck Washington majored in Electrical Engineering at Northwestern University and started with IBM in 1979 as a Large System Engineer. During the next 5 years Chuck received computers, as well as a wide variety of peripheral I/O devices, and system and application software programming. In the mid 80's during IBM's short-lived relationship with ROLM Telephone, he went on to receive additional experience in the operation and maintenance of large telephone switching equipment, network traffic analysis, and CPE equipment management. This broad base of technical expertise led to his promotion in 1991 to the position of IBM Enterprise



System Availability Specialist. That position dealt with the systems management processes involved in aligning the various individual telecommunications/ computer hardware, software, and other technical resources with the corporate goals and business requirements of large and sometimes geographically diverse corporate systems, in order to achieve focused results on the bottom line at the enterprise level. In 1995 this evolved into a Project Management position with responsibility in particular for large Client/ Server installations with multiple LAN-WAN interconnections.

### **Eric M. Fogel**

Partner Eric M. Fogel is also a partner with Holleb & Coff and chairs the firm's International Venture Capital Practice. He concentrates his practice in international business transactions, corporate finance, venture capital, securities, mergers, acquisitions, LBO's and other types of business combinations and restructurings, as well as lending and general corporate representations. Mr. Fogel regularly provides counsel to senior management and boards of directors on corporate governance issues. He has represented venture capital clients in more than 100 venture capital transactions across various industries, including environmental services, manufacturing, financial services, computer technology and health care. Mr. Fogel has participated in a wide variety of securities transactions. He was counsel for the underwriters in connection with the initial public offering of Harley Davidson, Inc. and the Allstate Insurance Company. He advises corporations on Section 16 trading issues, Rule 144 resale issues, and proxy statement disclosures, including executive compensation disclosures. He is experienced in tender offer transactions and in waging proxy fights for both public and private companies. Mr. Fogel has represented numerous clients with respect to large mergers and acquisitions, both national and international, including Northwestern Steel and Wire, Specialty Equipment Companies, Nobelpharmer and UNR Industries, Inc. Mr. Fogel has also represented numerous insurance companies in connection with institutional private placements of debt and equity securities involving hundreds of millions of dollars. His clients include Allstate Insurance Company, The Equitable Life Assurance Society of the United States, Nationwide Insurance Company, New York Life Insurance Co. and The Prudential Life Insurance Company. Mr. Fogel received his undergraduate degree, summa cum laude, Phi Beta Kappa, from Pomona College and his M.A., J.D., and MBA from The University of Michigan. Mr. Fogel is a member of the American Bar Association and the Chicago Bar Association. He is also an adjunct professor of McGeorge School of Law in their International Business Law Program at the University of Salzburg.

### **Harvey Kahn**

Partner Harvey Kahn gained a Finance Degree from Miami of Ohio before becoming involved with options, commodities, and equities on the trading floors of Chicago's Exchanges in the early 1980's. In 1984 Harvey started and ran his own specialist and market maker operation on the floor of the Chicago Stock Exchange. This led to the organization of Kahn Investments. Harvey currently still maintains a position on the Market-Maker subcommittee of the Chicago Stock Exchange with responsibility for

reviewing S.E.C and Exchange accounting rules and financial procedures relating to exchange members.

**Enno de Vries**

Director of Marketing and Operational Controlling Enno de Vries has a German degree in Banking, Finance, and Investment and has been working on his graduate degree in German Law for the last 2 years. He has worked in the largest bank organization in Germany in several departments including loan, investment, marketing, and controlling for 4 years. He has worked for the US Department of Commerce, BXA, dealing with international telecommunications issues with the planned privatization of Germany's Deutsche Telekom in 1998, while studying International Business at the University of California in Irvine.

**Sophia Chen de Vries**

Director of International Market, Calling Card Sales, and Human Resource Sophia Chen-de Vries majored in Social Science and minored in Comparative Culture at the University of California, Irvine. She also holds certifications in Counseling and Interpersonal Skills and Teaching English as a Second Language from the University of California, Irvine. After her studies, Sophia went to work for the University of California, Irvine, as the coordinator and manager of the Intensive English Program in the department of English and Professional Programs. For the past two years, she has lived and worked abroad in Germany familiarizing herself with the telecommunication industry and the deregulation of Germany's Deutsche Telekom.

**EXHIBIT E**

**PROPOSED TARIFF**  
(Attached)

TELECOMMUNICATIONS TARIFF

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by DONTEL International L.L.C. ("DONTEL") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 1400 South Wolf Road, Building 100, Suite 100, Wheeling, Illinois 60090.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**CHECK SHEET**

The sheets included in this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President  
1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
Section	
1. Technical Terms and Abbreviations	6
2. Rules and Regulations	8
3. Description of Service	20
4. Rates	23

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**EXPLANATION OF SYMBOLS**

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New.**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text** or **regulation** but no change to rate or charge

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet 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 code 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 Commission, 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 sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090



**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Account Code:**

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

**Called Station:**

The terminating point of a call (i.e., the called number).

**Calling Card:**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Commission:**

Florida Public Service Commission

**Company:**

DONTEL International L.L.C. ("DONTEL")

**Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Dedicated Access:**

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Subscriber:**

See "Customer" definition.

**"800" Number:**

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 2 - RULES AND REGULATIONS****2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a reseller of interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

**2.2. LIMITATIONS OF SERVICE**

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

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 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 of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.4. LIABILITIES OF THE COMPANY**

2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by 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 equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

**2.5. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.6. INTERRUPTION OF SERVICE**

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090



---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTION OF SERVICE, Continued**

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more 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.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

**2.7. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.8. MINIMUM SERVICE PERIOD**

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

**2.9. PAYMENTS AND BILLING**

2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.9. PAYMENTS AND BILLING, Continued**

- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance, and may be subject to additional collection agency fees. The Company's late payment charge is listed at Section 4.2.1.
- 2.9.4. A returned check charge as listed in Section 4.2.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to the Company's customer service organization via telephone to 877.236.6835. Customer service representatives are available from 8:00 a.m. to 4:00 p.m. Eastern Time, Monday through Friday. Messages may be left for Customer Service from 4:00 p.m. to 7:59 a.m., Eastern Time, which will be answered on the next business day. In the event of an emergency which threatens customer service, Customer Service Staff may be paged at 800.835.6932.
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

2.9.7., Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100  
Toll free number: 800.342.3552

**2.10. CANCELLATION BY CUSTOMER**

- 2.10.1. Customer may cancel service by providing written or verbal notice to Company at any time.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION BY CUSTOMER, Continued**

- 2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

**2.11. CANCELLATION BY COMPANY**

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
  - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
  - C. For unauthorized or fraudulent use.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 2 - RULES AND REGULATIONS, Continued**

- 2.11.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:
- A. For violation of Company's filed tariffs; or
  - B. For the non-payment of any proper charge as provided by Company's Tariff; or
  - C. For Customer's breach of the contract for service with Company.
- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.12. INTERCONNECTION**

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. INTERCONNECTION, Continued**

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

**2.13. DEPOSITS AND ADVANCE PAYMENTS**

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

**2.14. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

**2.15. TAXES**

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

**2.16. UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 3 - DESCRIPTION OF SERVICE****3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's 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 either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services except calling card services is eighteen (18) seconds with six (6) second billing increments thereafter. The minimum call duration for calling cards is sixty (60) seconds with sixty (60) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

**3.2. MINIMUM CALL COMPLETION RATE**

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 3 - DESCRIPTION OF SERVICE****3.3. DONTEL TELECOMMUNICATIONS SERVICES**

- 3.3.1. The Company's rates do not vary according to mileage between originating and terminating points of the call.
- 3.3.2. **Dial Access Service** is a switched or dedicated access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of Florida.
- 3.3.3. **800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of Florida. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.
- 3.3.4. **Prepaid Calling Card Service** is a discretionary, switched-access service available to Customers via a toll-free number from any dual-tone, multi-frequency telephone in the United States. Customers purchase the Company's prepaid calling cards, which immediately enable users to place calls from any dual-tone, multi-frequency telephone, at the Company's tariffed rates.
- 3.3.5. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Travel card calls are billed at the Applicant's tariffed rates and appear on the Customer's monthly long-distance bill.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090



**SECTION 3 - DESCRIPTION OF SERVICE**

**3.4. RATE GROUPS**

Rates for various services are based on rate groups.

3.4.1. Group A

All switched-access residential customers.

3.4.2. Group B

All switched-access business customers. Rates are based on volume and term commitments.

3.4.3. Group C

All dedicated-access business customers. Rates are based on volume and term commitments.

3.4.4. Group D

All pre-paid calling card customers.

3.4.5. Group E

All post-paid credit-approved calling card customers.

3.4.6. Group F

All post-paid agent-program calling card customers.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 4 - RATES****4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules. The Company's rates are not mileage-sensitive.

**4.1.1. Switched Access Services****A. Dial Access Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.02400	\$0.00800
Group B	\$0.02400	\$0.00800

**B. 800 Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.02400	\$0.00800
Group B	\$0.02400	\$0.00800

A recurring monthly charge of \$2.00 is billed for each inbound "800" number.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 4 – RATES, Continued****4.1. SERVICE CHARGES, Continued****4.1.2. Dedicated Access Services**

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$2,000.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

**A. Dedicated Dial Access Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group C	\$0.0195	\$0.0065

There is a \$10.00 per month service charge per account.

**B. Dedicated Access 800 Service**

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group C	\$0.0195	\$0.0065

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 4 – RATES, Continued****4.1. SERVICE CHARGES, Continued**

## 4.1.3. Prepaid Calling Card Service

<u>Rate Group</u>	<u>Initial 60 seconds</u>	<u>Additional 60 seconds</u>
Group D	\$0.35	\$0.35

## 4.1.4. Travel Card Service

<u>Rate Group</u>	<u>Initial 60 seconds</u>	<u>Additional 60 seconds</u>
Group E	\$0.20	\$0.20
Group F	\$0.14	\$0.14

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 4 – RATES, Continued****4.1. SERVICE CHARGES, Continued**

## 4.1.5 Directory Assistance

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing, "1", the area code of the desired number and "555-1212."

Directory Assistance, per call \$0.95

## 4.1.6. Service Line Charge

On gross total billed charges 3.91%

**4.2. MISCELLANEOUS CHARGES**

## 4.2.1. Late Payment Charge

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

## 4.2.2. Returned Check Charge

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

## 4.2.3. Payphone Dial Around Surcharge

All completed intrastate calls accessed via an 800 number to the Company's network will incur a \$0.30 surcharge.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

---

**SECTION 4 – RATES, Continued****4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

**4.4. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

**4.5. SPECIAL RATES FOR THE HANDICAPPED****4.5.1. Directory Assistance**

There shall be no charge for up to fifty (50) 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 fifty (50) within a billing cycle.

**4.5.2. Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**SECTION 4 – RATES, Continued**

**4.5. SPECIAL RATES FOR THE HANDICAPPED**

**4.5.3. Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay 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 to 60 percent off of the otherwise applicable rate for a voice non-relay 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.

---

Issued: September 21, 1999

Effective Date:

Issued By:

Bruce Sanders  
President

1400 South Wolf Road, Building 100, Suite 105  
Wheeling, Illinois 60090

**APPENDIX A**

**CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT**

Not applicable.



**APPENDIX B**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**  
(Attached)

## CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 10<sup>th</sup> day of September, 1999.

DONTEL International L.L.C.

By:

  
Bruce Sanders

President

1400 South Wolf Road

Building 100, Suite 105

Wheeling, Illinois 60090

Telephone: 847.465.1069

Facsimile: 847.465.1092

**APPENDIX C**

**CURRENT FLORIDA INTRASTATE SERVICES**  
(Attached)

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 10<sup>th</sup> day of September, 1999.

DONTEL International L.L.C.

By: \_\_\_\_\_

Bruce Sanders

President

1400 South Wolf Road

Building 100, Suite 105

Wheeling, Illinois 60090

Telephone: 847.465.1069

Facsimile: 847.465.1092

**APPENDIX D**

**AFFIDAVIT**  
(Attached)

## AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the Applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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."

Respectfully submitted this 18<sup>th</sup> day of September, 1999.

DONTEL International L.L.C.

By: 

Bruce Sanders

President

1400 South Wolf Road

Building 100, Suite 105

Wheeling, Illinois 60090

Telephone: 847.465.1069

Facsimile: 847.465.1092