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MAIL ROOM

120 Lakeside Ave.
Suite 310
Seattle, WA
98122-6578
(206) 328 0808
Fax (206) 328 0815
www.waltergroup.com

VIA OVERNIGHT DELIVERY

December 17, 1999

Florida Public Service Commission
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way., Room 110
Tallahassee, FL 32311-7829

991961-TI

Commission Phone: (850) 413-6770

RE: FreedomStarr Communications, Inc. d/b/a Planet Earth Communications and d/b/a iPhonebill.com. - Application for a Certificate of Public Convenience and Necessity

Enclosed are an original and six (6) copies of FreedomStarr Communications, Inc.'s Application for Authority to Provide Interexchange Telecommunications Services Within the State of Florida, including the Company's proposed tariff, and \$250.00 filing fee. This Application is filed in accordance with the Rules of the Florida Public Service Commission, Chapter 25-24, Telephone Companies, and Section 25-24.471, Application for Certificate.

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 Application may be addressed to me.

Sincerely,

The Walter Group, Inc.
For FreedomStarr Communications, Inc.

Dan Menser
Director of Regulatory Compliance Services

Enclosures

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SERVICE COMMISSION
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15501

DOCUMENT NUMBER-DATE

15501 DEC 20 99

FPSC-RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
FreedomStarr Communications, Inc. for)
an Application for Authority to Provide) No. _____
Interexchange Telecommunications)
Services Within the State of Florida.)

APPLICATION

FreedomStarr Communications, Inc. d/b/a Planet Earth Communications and d/b/a iPhonebill.com (“Applicant” or “FreedomStarr”), hereby files an Application for Authority to Provide Interexchange Telecommunications Services within the State of Florida (“Application”) pursuant to Chapter 25-24, Section 25-24.471, Application for Certificate, Rules of the Florida Public Service Commission. In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31:

- (1) Type of Business: Applicant requests authority to operates as a non-facilities-based switchless reseller of interexchange telecommunications services.
- (2) This is an Application for original authority.
- (3) Applicant’s legal name is FreedomStarr Communications, Inc.
- (4) Applicant will be doing business as FreedomStarr Communications, Inc., Planet Earth Communications, and iPhonebill.com.
- (5) Applicant’s national address is:

332 South Juniper Street, Ste. 200
Escondido, CA 92025
- (6) Florida Address: Applicant will have no Florida office. All Company operations will be directed from Applicant’s national office.

DOCUMENT NUMBER-DATE

15501 DEC 20 08

FPSC-RECORDS/REPORTING

(7) Structure of Organization: Applicant is a privately-held corporation organized under the laws of the State of California on January 22, 1997.

(8) Sole Proprietor or Partnership Information: Not Applicable.

(9)(a) Corporation Information: A copy of Applicant's Certificate of Authority to transact business as a foreign corporation in Florida is attached as **Exhibit A**. Applicant's Corporate charter number is #F99000004982.

(9)(b) The name and address of Applicant's Florida registered agent are:

Corporation Service Company
1201 Hays Street
Tallahassee, FL 32301

(9)(c)(1) None of Applicant's officers, directors or 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.

(9)(c)(2) No officers, directors or shareholders are or have previously been affiliated in any way with any other Florida certificated telephone company.

(10)(a) and (c) Correspondence and communications concerning this Application and Tariff should be directed to :

Mr. Dan Menser
Director of Regulatory Compliance Services
The Walter Group, Inc.
120 Lakeside Ave., Ste. 310
Seattle, Washington 98122

Telephone: 206-328-0808
Facsimile: 206-328-0815
Email: dmenser@waltergroup.com

(10)(b) and (c) Official Point of Contact for the ongoing operations of the Applicant is:

Mr. Jonathon Myatt
Controller
FreedomStarr Communications, Inc.
332 South Juniper Street, Ste. 200
Escondido, CA 92025

Telephone: (760) 781-1555
Facsimile: (760) 432-9700
Email: jon@pec.net

(10)(d) Customer complaints/inquiries should be directed to Applicant's customer service department at (760) 781-1555.

(11)(a) through (f) Applicant is certificated to provide interexchange telecommunications service in the following states: California, Idaho, and Missouri. In no instance has Applicant been denied authority to operate, had regulatory penalties imposed or been involved in civil court proceedings with any telecommunications entity.

(12) What services will Applicant offer to other carriers: Applicant does not offer services to other certificated telephone companies.

(13) Marketing Program: Applicant markets its services through a network of independent sales agents and in-house sales staff. Applicant provides ongoing training to its independent agents and in-house sales staff, and is solely responsible for development of all marketing material provided to prospective subscribers. Applicant also markets its services through a multilevel marketing program. Commissions are paid in 3 month arrears.

(14) and (15) Marketing Program: Applicant's services are marketed through network marketing agents who represent Applicant's services for a standard commission,

as well through a multilevel marketing program. Applicant also employs its own sales force, which receives standard compensation.

(16) Billing: Residential and business customers will receive bills for Applicant's services: a paper invoice will be included with the LEC's billing in the case of LEC-billing and received via email and the Company's web site otherwise. All Customers may access current billing information via the Company's internet world wide web site: <http://www.freedomstarr.com>.

(17)(a) Not applicable.

(17)(b) Not applicable.

(18)(a) Applicant possesses the financial capability to provide its services throughout the State of Florida as demonstrated by **Exhibit B**.

(18)(b) and (c) Applicant possesses the managerial and technical capability necessary to provide its services throughout the State of Florida. An overview of the qualifications and experience of Applicant's senior management team is attached as **Exhibit C**.

(19) Applicant's proposed tariff is attached as **Exhibit D**.

(20) Applicant proposed to offer "1 Plus" and "800" switched and dedicated access services as well as travel card service. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions set by Applicant. Applicant does not propose to offer alternative operator services.

(21) Applicant's customers access Applicant's service by dialing one "1" plus the number they are calling or by dialing a toll free (800/888) telephone number.

(22) Commission approval of this Application will bring the following long-term benefits to the Applicant's customers:

- (i) greater value to customers through lower-priced, better quality services;
- (ii) innovative telecommunications services;
- (iii) increased consumer choice in telecommunications service and alternative billing options;
- (iv) efficient use of existing telecommunications resources as well as increased diversification and reliability in the supply of telecommunications services;
- (v) an additional tax revenue source for the State of Florida; and
- (vi) an ability for subscribers to have certainty over long distance charges and avoid usage of alternative operator services when calling from telephones other than those presubscribed to subscriber's existing long distance provider.

(23) Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

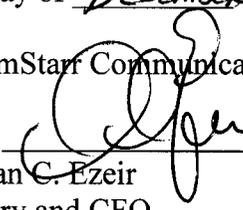
(24) Applicant is prepared to offer its services immediately upon Commission authorization.

WHEREFORE, FreedomStarr Communications, Inc. 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.

(signature on following page)

Respectfully submitted this 15th day of DECEMBER 1999.

FreedomStarr Communications, Inc.

By: 

Mr. Alan C. Ezeir

Secretary and CFO

FreedomStarr Communications, Inc.

332 South Juniper Street, Ste. 200

Escondido, CA 92025

Telephone: (760) 781-1555

Facsimile: (760) 432-9700

Mr. Dan Menser
Director of Regulatory Compliance Services
The Walter Group, Inc.
120 Lakeside Ave., Ste. 310
Seattle, Washington 98122

Telephone: 206-328-0808

Facsimile: 206-328-0815

Applicant's Regulatory Consultants

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 §§ 775.082 and 775.083".

Respectfully submitted this 15th day of ~~DECEMBER~~ 1999.

FreedomStarr Communications, Inc.

By: 

Mr. Alan C. Ezeir

Secretary and CFO

FreedomStarr Communications, Inc.

332 South Juniper Street, Ste. 200

Escondido, CA 92025

Telephone: (760) 781-1555

Facsimile: (760) 432-9700

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
FreedomStarr Communications, Inc. for an)
Application for Authority to Provide) No. _____
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Services Within the State of Florida.)

LIST OF EXHIBITS

EXHIBIT A	CERTIFICATE OF AUTHORITY
EXHIBIT B	FINANCIAL STATEMENTS
EXHIBIT C	SENIOR MANAGEMENT EXPERIENCE
EXHIBIT D	PROPOSED TARIFF
EXHIBIT E	CUSTOMER DEPOSITS AND ADVANCED PAYMENTS
EXHIBIT F	INTRASTATE NETWORK

EXHIBIT A

CERTIFICATE OF AUTHORITY
(Attached)



FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

September 28, 1999

ANGIE GLISAR
CCC NETWORKS
TALLAHASSEE, FL

Qualification documents for FREEDOMSTARR COMMUNICATIONS, INC. were filed on September 28, 1999 and assigned document number F99000004982. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Buck Kohr
Corporate Specialist
Division of Corporations

Letter Number: 399A00047266

Account number: 072100000032

Account charged: 70.00

EXHIBIT B

FINANCIAL STATEMENTS
(Attached)

As indicated by FreedomStarr Communications, Inc.'s financial statements, the Company possesses the necessary assets and profit-generating ability to ensure that the Company will be able to offer consistent, high-quality service to the public in the State of Florida, upon receiving certification from the Commission.

FREEDOMSTARR COMMUNICATIONS, INC.
dba PLANET EARTH COMMUNICATIONS

FINANCIAL STATEMENTS
For the nine months ended September 30, 1999

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
BALANCE SHEETS

	Three Months Ended March 31, 1999	Six Months Ended June 30, 1999	Nine Months Ended September 30, 1999
<u>ASSETS</u>			
Current assets			
Cash	\$40,201	\$52,242	\$259,254
Deposits	41,887	46,002	75,275
Receivables	1,819	175,828	13,481
Total current assets	<u>83,906</u>	<u>274,072</u>	<u>348,010</u>
Fixed assets, net of depreciation	<u>55,935</u>	<u>64,165</u>	<u>77,732</u>
Other assets			
Organization costs, net of amortization	1,672	1,463	1,254
Other assets	100	50	192
Total other assets	<u>1,772</u>	<u>1,513</u>	<u>1,446</u>
TOTAL ASSETS	<u>\$141,613</u>	<u>\$339,750</u>	<u>\$427,187</u>
<u>LIABILITIES AND STOCKHOLDERS' EQUITY</u>			
Current liabilities			
Accounts payable	\$239,793	\$472,520	\$609,116
Revenue taxes payable	53,503	88,625	155,503
Commissions payable	18,485	19,338	20,157
Total current liabilities	<u>311,782</u>	<u>580,484</u>	<u>784,775</u>
Long term liabilities	--	--	--
Total liabilities	<u>311,782</u>	<u>580,484</u>	<u>784,775</u>
Stockholders' equity			
Common stock	100	100	100
Retained earnings (deficit)	(170,269)	(240,834)	(357,688)
Total stockholders' equity	<u>(170,169)</u>	<u>(240,734)</u>	<u>(357,588)</u>
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	<u>\$141,613</u>	<u>\$339,750</u>	<u>\$427,187</u>

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
STATEMENTS OF INCOME

	For the Three Months Ended			For the Nine Months Ended September 30, 1999
	March 31, 1999	June 30, 1999	September 30, 1999	
REVENUE				
Internet services	\$190,344	\$100,347	\$152,579	\$443,269
Internet communications	380,864	601,879	796,472	1,779,215
Commissions	10,699	4,690	6,611	22,000
Miscellaneous	3,233	12,696	13,223	29,152
Total revenue	<u>585,139</u>	<u>719,612</u>	<u>968,885</u>	<u>2,273,636</u>
COST OF SERVICES	<u>247,166</u>	<u>407,535</u>	<u>557,096</u>	<u>1,211,797</u>
GROSS PROFIT	<u>337,974</u>	<u>312,077</u>	<u>411,788</u>	<u>1,061,839</u>
EXPENSES				
Selling	42,141	72,881	82,557	197,579
General and administrative	246,483	230,837	302,142	779,462
Total expenses	<u>288,624</u>	<u>303,718</u>	<u>384,699</u>	<u>977,041</u>
INCOME FROM OPERATIONS	<u>49,350</u>	<u>8,359</u>	<u>27,089</u>	<u>84,798</u>
OTHER INCOME (EXPENSE)				
Depreciation and amortization	(4,393)	(4,738)	(5,113)	(14,244)
Interest income	252	314	670	1,236
Interest expense	(3,501)	(4,500)	(4,500)	(12,501)
Lawsuit settlement	0	0	(75,000)	(75,000)
Officers' salaries	(90,000)	(70,000)	(60,000)	(220,000)
Total other income (expense)	<u>(97,641)</u>	<u>(78,924)</u>	<u>(143,943)</u>	<u>(320,508)</u>
LOSS BEFORE EXTRAORDINARY ITEM	<u>(48,292)</u>	<u>(70,565)</u>	<u>(116,854)</u>	<u>(235,711)</u>
EXTRAORDINARY ITEM	<u>253,182</u>	<u>0</u>	<u>0</u>	<u>253,182</u>
NET INCOME (LOSS)	204,890	(70,565)	(116,854)	17,471
RETAINED DEFICIT - beginning of period	<u>(375,159)</u>	<u>(170,269)</u>	<u>(240,834)</u>	<u>(375,159)</u>
RETAINED DEFICIT - end of period	<u>(\$170,269)</u>	<u>(\$240,834)</u>	<u>(\$357,688)</u>	<u>(\$357,688)</u>

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
STATEMENTS OF CASH FLOWS

	For the Three Months Ended			For the Nine
	March 31, 1999	June 30, 1999	September 30, 1999	Months Ended September 30, 1999
Cash flows from operating activities:				
Net income (loss)	\$204,890	(\$70,565)	(\$116,854)	\$17,471
Adjustments to reconcile net income (loss) to net cash used by operating activities:				
Depreciation and amortization	4,393	4,738	5,113	14,244
Changes in assets and liabilities				
Deposits	(9,436)	(4,115)	(29,273)	(42,825)
Receivables	34,141	(174,009)	162,347	22,479
Other assets	0	50	(142)	(92)
Accounts payable	8,895	232,727	136,595	378,217
Other payables	(253,005)	0	0	(253,005)
Revenue taxes payable	9,444	35,122	66,878	111,443
Commissions payable	2,128	853	818	3,800
Cash flow provided by operating activities	<u>1,449</u>	<u>24,800</u>	<u>225,482</u>	<u>251,732</u>
Cash flows from investing activities:				
Acquisition of equipment	<u>0</u>	<u>(12,759)</u>	<u>(18,471)</u>	<u>(31,230)</u>
Cash flow used by investing activities	<u>0</u>	<u>(12,759)</u>	<u>(18,471)</u>	<u>(31,230)</u>
Cash flows from financing activities:				
Issuance of common stock	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Cash flow provided by financing activities	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Net increase in cash	1,449	12,041	207,012	220,502
Cash - beginning of period	<u>38,752</u>	<u>40,201</u>	<u>52,242</u>	<u>38,752</u>
Cash - end of period	<u><u>\$40,201</u></u>	<u><u>\$52,242</u></u>	<u><u>\$259,254</u></u>	<u><u>\$259,254</u></u>

Supplemental Information

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
SELLING EXPENSES

	For the Three Months Ended			For the Nine
	March 31, 1999	June 30, 1999	September 30, 1999	Months Ended September 30, 1999
Commissions	\$30,902	\$56,788	\$69,309	\$156,999
Advertising	11,239	16,093	13,248	40,580
TOTAL SELLING EXPENSES	\$42,141	\$72,881	\$82,557	\$197,579

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
GENERAL AND ADMINISTRATIVE EXPENSES

	For the Three Months Ended			For the Nine Months Ended September 30, 1999
	March 31, 1999	June 30, 1999	September 30, 1999	
Accounting	5,830	4,090	3,750	13,670
Auto	370	1,106	662	2,137
Internet communications bad debt	40,645	24,688	23,447	88,780
Bank charges	725	800	711	2,236
Computer consultants	4,010	2,459	600	7,069
Credit card processing fees	16,294	24,071	40,958	81,323
Dues and subscriptions	0	29	58	87
Employee benefits	345	719	590	1,653
Gross wages	71,470	70,423	91,477	233,370
Insurance	3,819	6,716	6,141	16,676
Legal Fees	23,896	6,761	61,381	92,038
Licenses & fees	100	95	0	195
Meals & entertainment	1,369	1,963	2,413	5,744
Office supplies	6,659	6,796	6,045	19,499
Parking	50	123	0	173
Payroll processing fees	162	162	162	486
Payroll taxes	10,272	8,557	8,060	26,890
Postage	1,767	1,500	1,021	4,288
Printing	0	5,678	0	5,678
Rent	6,300	7,555	6,595	20,450
Repairs	8,554	9,493	7,046	25,094
Shipping	124	749	789	1,661
Taxes	0	525	826	1,351
Communications	43,046	42,427	37,106	122,579
Travel	676	3,352	2,305	6,332
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	\$246,483	\$230,837	\$302,142	\$779,462

Statements of Income by Department

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
STATEMENTS OF INCOME
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 1999

	<u>Internet Communications</u>	<u>Internet Services</u>	<u>Total</u>
REVENUE			
Internet services	\$0	\$443,269	\$443,269
Internet communications	1,779,215	0	1,779,215
Commissions	17,520	4,480	22,000
Miscellaneous	29,077	75	29,152
Total revenue	<u>1,825,812</u>	<u>447,824</u>	<u>2,273,636</u>
 COST OF SERVICES	 <u>1,209,609</u>	 <u>2,188</u>	 <u>1,211,797</u>
 GROSS PROFIT	 <u>616,202</u>	 <u>445,636</u>	 <u>1,061,839</u>
 EXPENSES			
Selling	154,459	43,120	197,579
General and administrative	440,365	339,098	779,462
Total expenses	<u>594,824</u>	<u>382,217</u>	<u>977,041</u>
 INCOME FROM OPERATIONS	 <u>21,379</u>	 <u>63,419</u>	 <u>84,798</u>
 OTHER INCOME (EXPENSE)			
Depreciation and amortization	(7,122)	(7,122)	(14,244)
Interest income	1,236	0	1,236
Interest expense	(12,501)	0	(12,501)
Lawsuit settlement	0	(75,000)	(75,000)
Officers' salaries	(111,902)	(108,098)	(220,000)
Total other income (expense)	<u>(130,289)</u>	<u>(190,219)</u>	<u>(320,508)</u>
 LOSS BEFORE EXTRAORDINARY ITEM	 <u>(108,910)</u>	 <u>(126,800)</u>	 <u>(235,711)</u>
 EXTRAORDINARY ITEM	 <u>253,182</u>	 <u>0</u>	 <u>253,182</u>
 NET INCOME (LOSS)	 <u>\$144,271</u>	 <u>(\$126,800)</u>	 <u>\$17,471</u>

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
SELLING EXPENSES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 1999

	<u>Internet Communications</u>	<u>Internet Services</u>	<u>Total</u>
Commissions	\$143,506	\$13,493	\$156,999
Advertising	10,953	29,627	40,580
TOTAL SELLING EXPENSES	<u><u>\$154,459</u></u>	<u><u>\$43,120</u></u>	<u><u>\$197,579</u></u>

FREEDOMSTARR COMMUNICATIONS, INC.
(a California S-Corporation)
dba PLANET EARTH COMMUNICATIONS
GENERAL AND ADMINISTRATIVE EXPENSES
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 1999

	<u>Internet Communications</u>	<u>Internet Services</u>	<u>Total</u>
Accounting	12,265	1,405	13,670
Auto	1,069	1,069	2,137
Internet communications bad debt	88,780	0	88,780
Bank charges	1,888	348	2,236
Computer consultants	1,747	5,322	7,069
Credit card processing fees	29,858	51,465	81,323
Dues and subscriptions	44	44	
Employee benefits	916	737	1,653
Gross wages	98,206	135,165	233,370
Insurance	8,658	8,018	16,676
Legal Fees	82,590	9,449	92,038
Licenses & fees	195	0	195
Meals & entertainment	2,872	2,872	5,744
Office supplies	9,794	9,705	19,499
Parking	87	87	173
Payroll processing fees	243	243	486
Payroll taxes	10,578	16,312	26,890
Postage	3,917	371	4,288
Printing	4,134	1,545	5,678
Rent	10,875	9,575	20,450
Repairs	12,547	12,547	25,094
Shipping	830	830	1,661
Taxes	1,116	235	1,351
Communications	55,482	67,097	122,579
Travel	1,674	4,659	6,332
TOTAL GENERAL AND ADMINISTRATIVE EXPENSES	<u><u>\$440,365</u></u>	<u><u>\$339,098</u></u>	<u><u>\$779,375</u></u>

EXHIBIT C

SENIOR MANAGEMENT EXPERIENCE
(Attached)

Management

Michael S. Reed is the co-founder, CEO/CIO and Co-Chairman of the Board of Directors. Mr. Reed's primary focus is to direct and integrate the technical and marketing departments of FreedomStarr Communications, Inc. Mr. Reed studied Sociology at the University of California at Los Angeles, and has been involved in entrepreneurial activities for more than 15 years.

Mr. Reed is responsible for the data management and data security of FCI and all its services, including online web billing for all telecommunications customers nationwide. Mr. Reed has extensive knowledge in direct marketing and network marketing distribution and the necessary software systems required to track agent sales and activities.

Alan Ezeir is the Co-Chairman of the Board of Directors and the Chief Financial Officer of the company. Mr. Ezeir is responsible for training, managing and administrating customer support operations. Mr. Ezeir is also responsible for website promotions, domain registrations and other telecom services for FCI. Prior to joining FCI, Mr. Ezeir founded Intelligent Communications Management, a firm that helps small to large companies decide what carrier to work with in this ever-changing telecommunications market, and worked with USVT, a switchless reseller in northern California. Mr. Ezeir also is the current and founding alumni president of the Southern California Entrepreneurial Academy Alumni Association. He is a graduate of the University of California at Los Angeles.

Michael J. Papale is the Vice-President of Marketing. Mr. Papale has been involved with FCI since its inception in 1996, where he developed partnerships and held a position on the board. Mr. Papale is responsible for the launching of the strategic alliance and partnership programs for all of the services offered by FCI. Mr. Papale is also involved in the strategic planning, marketing, advertising, public relations and the overall corporate structure. Prior to FCI, Mr. Papale was responsible for business development, marketing, client management and strategic partnerships at a high tech consulting firm focusing on e-commerce solutions, application development and Internet start-up companies. Mr. Papale was also the Business Development Manager for Bowne Business Solutions and Vice President of ILS & Imaging Presentation Partners. Mr. Papale received his B.A. in Communications with a Business Emphasis from the University of Southern California.

Nancy Glines is the Chief Operating Officer. She is responsible for operations and system development, personnel, overseeing hiring, productivity and training. Ms. Glines joined the company with twenty years of operations and training experience. For the past ten years, Ms. Glines has worked with Jenny Craig International. Most recently she has overseen operations and training for the largest division of Jenny Craig, averaging over \$30 million in sales annually.

Jonathon N. Myatt is the company's Controller. He is responsible for all accounting matters associated with the company. In addition, Mr. Myatt is responsible for all regulatory and tax filings. Mr. Myatt has been an advisor for FCI since 1998, where he implemented the accounting software conversion and reviewed and prepared the corporation's financial statements.

Prior to joining FCI, Mr. Myatt was a Senior Staff Accountant at a Los Angeles based public accounting firm. There he was in charge of all the telecommunication clients. His client base had activities in all fifty states. Thus, he was responsible for all tax returns, regulatory filings, annual reports, SEC filings and other miscellaneous filings in all fifty states. His experience and expertise in this area is essential in the company's rapid growth.

Robert Parker is the Chief Technical Officer. Mr. Parker has been involved in the development and administration of network management, database and billing software since 1987, first for the US Navy (as administrator for the local ARPA Net hosts), and then as Manager of Information Systems for a private telecommunications company with subscribers in three states. His experience with subscriber billing services, telecommunications management, Unix/Linux network administration, application development, website hosting and customer service management combine to give him a unique perspective on today's technology and services.

EXHIBIT D

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

OF

FREEDOMSTARR COMMUNICATIONS, INC.

d/b/a Planet Earth Communications and d/b/a iPhonebill.com

332 South Juniper Street, Ste. 200
Escondido, CA 92025

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided FreedomStarr Communications, Inc. d/b/a Planet Earth Communications and d/b/a iPhonebill.com ("FreedomStarr") 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: 332 South Juniper Street, Ste. 200, Escondido, CA 92025.

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Effective Date:

Issued By:

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Escondido, CA 92025
(760) 781-1555

CHECK SHEET

The Sheets 1 through 32 inclusive of 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	32	Original
2	Original		
3	Original		
4	Original		
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31	Original		

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Escondido, CA 92025
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TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	5
Tariff Format	6
Application of Tariff	7
Section	
1. Technical Terms and Abbreviations	8
2. Rules and Regulations	10
2.1 Undertaking of the Company	10
2.2 Limitations of Service	10
2.3 Use	11
2.4 Liabilities of the Company	12
2.5 Full Force and Effect	15
2.6 Interruption of Service	15
2.7 Restoration of Service	16
2.8 Minimum Service Period	16
2.9 Payments and Billing	16
2.10 Cancellation by Customer	18
2.11 Cancellation by Company	19
2.12 Interconnection	21
2.13 Terminal Equipment	21
2.14 Deposits and Advance Payments	21
2.15 Credit Limit	22
2.16 Taxes	22

Issued: December 20, 1999

Effective Date:

Issued By:

Mr. Alan C. Ezeir, Secretary
332 South Juniper Street, Ste. 200
Escondido, CA 92025
(760) 781-1555

TABLE OF CONTENTS, Continued

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Section	
3. Description of Service	23
3.1 Timing of Calls	23
3.2 Calculation of Distance	24
3.3 Time Periods	25
3.4 FreedomStarr Telecommunications Services	26
3.5 Promotions	27
4. Rates	28
4.1 Service Charges	28
4.1.1 Switched Access Service	28
4.1.2 Dedicated Access Service	30
4.1.3 Calling Card Service	31
4.1.4 Presubscribed Interexchange Carrier Charge	32
4.1.5 Directory Assistance	32
4.1.6 Individual Case Basis (ICB) Arrangements	32

Issued: December 20, 1999

Effective Date:

Issued By:

Mr. Alan C. Ezeir, Secretary
332 South Juniper Street, Ste. 200
Escondido, CA 92025
(760) 781-1555

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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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 and 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.

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APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate interexchange common carrier telecommunications services by FreedomStarr Communications, Inc. between various locations 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.

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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:

FreedomStarr Communications, Inc. d/b/a Planet Earth Communications and d/b/a iPhonebill.com.

Credit Card:

A valid bank or financial organization card, representing and 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.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

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.

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.

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.

"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.

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida.
- 2.1.2. Company is a non-facilities-based provider of resold 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.

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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 a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

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332 South Juniper Street, Ste. 200
Escondido, CA 92025
(760) 781-1555

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 for damages 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. For the purpose of computing such amount, a month is considered to have thirty (30) days. 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.

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Escondido, CA 92025
(760) 781-1555

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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.

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Escondido, CA 92025
(760) 781-1555

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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 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. The Company shall not be responsible for claims made outside the 30 day period. 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.

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Escondido, CA 92025
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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.

2.5 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.

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.

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Escondido, CA 92025
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SECTION 2 - RULES AND REGULATIONS, Continued

2.6. INTERRUPTION OF SERVICE, Continued

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: $Credit - (A/720) \times B$

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 on not less than thirty (30) days written notice, unless Commission rules specify otherwise.

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.

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Issued By:

Mr. Alan C. Ezeir, Secretary
332 South Juniper Street, Ste. 200
Escondido, CA 92025
(760) 781-1555

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

- 2.9.3. Billing records are available via the Company's world wide web site on the internet at <http://www.freedomstarr.com>. Call detail records are updated daily and can be accessed anytime at the Customer's option. Payments can be made via the Company's secure web site by credit card. The Customer may authorize automatic credit card billing.
- 2.9.4. Billing is payable upon receipt of the bill (included with the LEC's billing in the case of LEC-billing and received via email and the Company's web site otherwise), and upon and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) 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.
- 2.9.5. A charge of \$25.00 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.
- 2.9.6. Billing disputes should be addressed to Company's customer service organization via telephone to 760-781-1555. Customer service representatives are available from 8:00 AM to 4:59 PM Pacific Time. Messages may be left for Customer Services from 5:00 PM to 7:59 AM Pacific Time, which will be answered on the next business day.
- 2.9.7. 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.

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Issued By:

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332 South Juniper Street, Ste. 200
Escondido, CA 92025
(760) 781-1555

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.6., 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 Florida Public Service Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0872

Telephone number: (800) 342-3552

2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 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 Customers request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

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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 utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY COMPANY, Continued

2.11.1., Continued

- D. For unlawful use of the service or use of the service for unlawful purposes; or
 - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.11.2. Company may discontinue service according to the following conditions upon five (5) 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 between the utility and Customer.
- 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

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.
- 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. TERMINAL EQUIPMENT

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not require Customer deposits.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.15. 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.

2.16. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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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 receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services except calling card service is sixty (60) seconds with six (6) second billing increments thereafter. Minimum call duration for calling cards is sixty (60) seconds with six (6) 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.

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SECTION 3 - DESCRIPTION OF SERVICE

3.2. CALCULATION OF DISTANCE

Usage charges for all mileage sensitive products are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers and associated vertical and horizontal coordinates as obtained by reference to AT&T's Tariff F.C.C. No. 274 according to the following formula:

FORMULA:

$$\text{Square root of } \frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}$$

where V_1 and H_1 correspond to the vertical and horizontal coordinates of City 1 and V_2 and H_2 correspond to the vertical and horizontal coordinates of City 2.

EXAMPLE: Distance between Miami and New York City:

 V H

Miami 8,351 529
New York 4,997 1,406
Difference 3,354 (877)

Square and add: $11,249,316 + 769,129 = 12,018,445$

Divide by 10 and round: $12,018,445/10 = 1,201,844.5$

Take the square root and round: $1,201,844 = 1,096.2$

Airline mileage = 1097 (result is always rounded to the next highest mile).

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. TIME PERIODS

The application periods for the service are:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
8:00 AM to 4:59 PM	Day	Day	Day	Day	Day	Eve	Eve
5:00 PM to 10:59 PM	Eve	Eve	Eve	Eve	Eve	Eve	Eve
11:00 PM to 7:59 AM	Night	Night	Night	Night	Night	Night	Night

Night Rate applies to selected holidays (New Year's Day, July 4, Labor Day, Thanksgiving and Christmas). On these holidays the Night Rate applies all day, unless a lower rate would normally apply.

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SECTION 3 - DESCRIPTION OF SERVICE

3.4. FREEDOMSTARR COMMUNICATIONS, INC. TELECOMMUNICATIONS SERVICES

3.4.1. The rate for Company's service is based on the following factors:

- A. The duration of the call; and
- B. The type of service subscribed to.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. FREEDOMSTARR COMMUNICATIONS, INC. TELECOMMUNICATIONS SERVICES, Continued

3.4.2. **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.

3.4.3. **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.

3.5. 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 offered in accordance with applicable Commission rules or regulations.

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SECTION 4 - RATES

4.1 SERVICE CHARGES

Service charges per account are based on the following schedules:

4.1.1. Switched Access Services

A. Dial Access Service

Initial 60 Sec.	Additional 6 Sec.
\$0.2290	\$0.0229

A recurring monthly charge of \$3.00 is billed for each presubscribed number utilizing billing services through the local exchange carrier and a monthly charge of \$5.00 is billed for each presubscribed number utilizing billing services directly from the Company.

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SECTION 4 – RATES, Continued

4.1 SERVICE CHARGES, Continued

4.1.1. Switched Access Services, Continued

B. Direct Access 800 Service

Initial 60 Sec.	Additional 6 Sec.
\$0.2290	\$0.0229

A recurring monthly charge of \$5.00 is billed for each inbound “800” number.

A \$0.40 surcharge will apply to all calls initiated from a pay telephone.

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.2. Dedicated Access Services

[Reserved]

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.3. Travel Card Service

[Reserved]

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.4. Access Surcharge

An Access Surcharge will apply to each presubscribed line on a Customer's account.

PICC – Business Customers	\$4.25
PICC – Residential Customers	\$1.03

4.1.5. Service Line Charge

On gross total billed charges	2.94%
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4.1.6. 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	\$.95
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4.1.6. 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. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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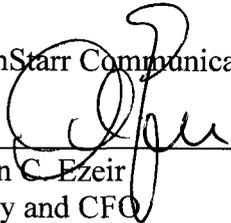
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EXHIBIT E

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

FreedomStarr Communications, Inc.

By: 

Mr. Alan C. Ezeir

Secretary and CFO

FreedomStarr Communications, Inc.

332 South Juniper Street, Ste. 200

Escondido, CA 92025

Telephone: (760) 781-1555

Facsimile: (760) 432-9700

EXHIBIT F

INTRASTATE NETWORK
(Attached)

1. - 3.

Applicant owns no network transmission facilities. Technical services are provided by Applicant's underlying carrier.

4. **ORIGINATING SERVICE**

Applicant's subscribers may originate calls from any dual tone, multifrequency telephone in the State of Florida.

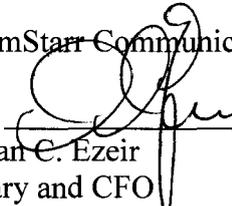
5. **TRAFFIC RESTRICTIONS**

Applicant does not hold itself out to provide intraEAEA service. Applicant offers resold MTS service. Any incidental intraEAEA call would, therefore, be provided over Applicant's underlying carrier's resold MTS facilities, authorized under 25-24.471, Application for Certificate (4)(a) of the Florida Public Service Commission Rules. IntraEAEA calls should, however, be routed via the Local Exchange Carrier.

6. **CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has not previously provided intrastate telecommunications in Florida.

FreedomStarr Communications, Inc.

By: 

Mr. Alan C. Ezeir
Secretary and CFO

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