

# ShawPittman

A Law Partnership Including Professional Corporations

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ORIGINAL

October 30, 2000

**Via Federal Express**

Ms. Blanca S. Bayo  
Director, Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

001649-77  
Check received with filing and  
forwarded to Fiscal for deposit.  
Fiscal to forward a copy of check  
to RAR with proof of deposit.

Initials of person who forwarded check:

*JBH*

**Re: Application of Comm South Companies, Inc. for Authority  
To Provide Interexchange Telecommunications Service  
Between Points Within The State Of Florida**

Dear Ms. Bayo:

On behalf of Comm South Companies, Inc. d/b/a Florida Comm South ("Comm South"), transmitted herewith for filing are an original and six (6) copies of its Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. Also enclosed is a check in the amount of \$250.00 payable to the Florida Public Service Commission in payment of the requisite filing fee.

Please date-stamp the "Receipt" copy of the enclosed filing and return it in the self-addressed, stamped envelope enclosed. If you have any questions regarding this matter, please contact either of the undersigned.

Sincerely,

*Susan M. Hafeli*

Glenn S. Richards  
Susan M. Hafeli

Enclosures

ORIGINAL

APPLICATION FORM FOR AUTHORITY TO PROVIDE  
INTEREXCHANGE TELECOMMUNICATIONS SERVICE  
BETWEEN POINTS WITHIN  
THE STATE OF FLORIDA

001649-77

1. This is an application for  (check one):

**Original certificate** (new company).

**Approval of transfer of existing certificate:**

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

**Approval of assignment of existing certificate:**

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

**Approval of transfer of control:**

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Comm South Companies, Inc.

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

Florida Comm South

4. Official mailing address (including street name & number, post office box, city, state, zip code):

Comm South Companies, Inc.  
2909 N. Buckner Boulevard  
Suite 800  
Dallas, Texas 75228  
Telephone: (972) 690-9955  
Facsimile: (972) 690-9959

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

N/A

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

- Facilities-based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- Operator Service Provider** - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers resold service by enrolling unaffiliated customers.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

7. Structure of organization:

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

8. **If individual**, provide: N/A

**Name:**

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.:**

**Fax No:**

**Internet E-Mail Address:**

**Internet Website Address:**

9. **If incorporated in Florida**, provide proof of authority to operate in Florida: N/A

(a) **The Florida Secretary of State Corporate Registration number:**

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of state Corporate Registration number:**

F96000003287

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

G96233000035

12. **If a limited liability partnership**, provide proof of registration to operate in Florida: N/A

(a) **The Florida Secretary of State registration number: N/A**

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

**Name:** N/A

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.:**

**Fax No.:**

**Internet E-Mail Address:**

**Internet Website Address:**

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. N/A

(a) **The Florida registration number:** N/A

15. Provide **F.E.I. Number** (if applicable):

752587984

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

(  ) Yes (  ) No

(b) If not, who will bill for your services?

**Name:** N/A

**Title:**

**Address:**

**City/State/Zip:**

**Telephone No.:**

**Fax No.:**

(c) How is this information provided:

Because service will be provided on a prepaid basis, customers will not receive a bill. Applicant plans to bundle local and long distance services. Accordingly, a customer's long distance usage will be noted on the customer's local service bill. Additionally, customers can inquire about their long distance charges and other services by contacting the company directly during normal business hours. Applicant's toll-free number is 1-800-936-5223.

17. Who will receive the bills for your service?

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Residential Customers | <input type="checkbox"/> Business Customers               |
| <input type="checkbox"/> PATs providers                   | <input type="checkbox"/> PATs station end-users           |
| <input type="checkbox"/> Hotels & motels                  | <input type="checkbox"/> Hotel & motel guests             |
| <input type="checkbox"/> Universities                     | <input type="checkbox"/> Universities dormitory residents |
| <input type="checkbox"/> Other: (specify)                 |   |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

**Name:** Glenn S. Richards, Esq. and Susan M. Hafeli, Esq.

**Title:** Attorneys for Comm South Companies, Inc.

**Address:** Shaw Pittman  
2300 N Street, N.W.

**City/State/Zip:** Washington, DC 20037-1128

**Telephone No.:** (202) 663-8000      **Fax No.:** (202) 663-8007

**Internet E-Mail Address:** glenn.richards@shawpittman.com  
susan.hafeli@shawpittman.com

**Internet Website Address:** www.shawpittman.com

(b) Official point of contact for the ongoing operations of the company

**Name:** Dick Ivey

**Title:** Chief Operations Officer, Comm South Companies, Inc.

**Address:** 2909 N. Buckner Boulevard, Suite 800

**City/State/Zip:** Dallas, TX 75228

**Telephone No.:** (972) 690-9955

**Fax No.:** (972) 690-9959

**Internet E-Mail Address:** divey@commsouth.net

**Internet Website Address:**

(c) Complaints/Inquiries from customers:

**Name:** Bobby Glover

**Title:** Regulatory Affairs Manager

**Address:** 2909 N. Buckner Boulevard, Suite 800

**City/State/Zip:** Dallas, TX 75228

**Telephone No.:** (972) 690-9955

**Fax No.:** (972) 690-9959

**Internet E-Mail Address:** bglover@commsouth.net

**Internet Website Address:**

19. List the states in which the Applicant:

- (a) has operated as an interexchange telecommunications company.

None.

- (b) has applications pending to be certificated as an interexchange telecommunications company.

In addition to Florida, Applicant has pending applications for interexchange authority in Arizona, Arkansas, California, Georgia, Illinois, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Mississippi, Missouri, Nebraska, New Hampshire, New Mexico, North Carolina, Oregon, Pennsylvania, Vermont, and West Virginia. In the very near term, Applicant intends to file applications or registration forms for interexchange authority in Alabama, Alaska, Colorado, Connecticut, Hawaii, Minnesota, Nevada, Ohio, Oklahoma, South Carolina, South Dakota, Tennessee, Washington, and Wisconsin.

- (c) is certificated to operate as an interexchange telecommunications company.

Applicant is authorized by registration, certification or (where appropriate) on a deregulated basis, to provide interexchange telecommunications services in Delaware, the District of Columbia, Idaho, Indiana, Iowa, Michigan, Montana, New Jersey, New York, North Dakota, Rhode Island, Texas, Utah, Virginia and Wyoming.

Further, Applicant is authorized by registration, certification or (where appropriate) on a deregulated basis, to provide facilities-based and/or resold local exchange telecommunications services in the following states: Alabama, Arizona, California, Colorado, Connecticut, District of Columbia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Dakota, Oklahoma, Oregon, Rhode Island, Tennessee, Texas, Utah, Vermont, Washington, West Virginia, Wisconsin and Wyoming. Additionally, through its wholly-owned subsidiaries Georgia Comm South, Inc., E-Z Tel, Inc. and Comm South Companies of Virginia, Inc., Applicant is authorized to provide local service in Georgia, North Carolina and South Carolina, and Virginia, respectively.

- (d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

Applicant has not been denied authority to operate as an interexchange telecommunications company in any jurisdiction.

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

See Attachment A.

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

See Attachment B.



20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:
- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.  
  
No.
  - (b) an officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.  
  
No.
21. The applicant will provide the following interexchange carrier services  (check all that apply):
- a. **MTS with distance sensitive per minute rates**
    - Method of access is FGA
    - Method of access is FGB
    - Method of access is FGD
    - Method of access is 800
  - b. **MTS with distance sensitive per minute rates**
    - Method of access is FGA
    - Method of access is FGB
    - Method of access is FGD
    - Method of access is 800
  - c.  **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

- Method of access is FGA
- Method of access is FGB
- √ Method of access is FGD
- √ Method of access is 800

d. **MTS for pay telephone service providers**

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

f. **800 service (toll free)**

g. **WATS type service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

h. **Private line services (Channel Services)**

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

i. **Travel service**

- Method of access is 950
- Method of access is 800

j. **900 service**

k. **Operator services**

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

1. **Services included are:**

- √ Station assistance
- √ Person-to-person assistance
- √ Directory assistance
- Operator verify and interrupt
- Conference calling

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25024.485 (example enclosed).

See Attachment C.

23. Submit the following:

A. **Managerial capability;** give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

See Attachment D.

B. **Technical capability;** give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

See Attachment D.

C. **Financial capability.**

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

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

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

See Attachment E.

Further, the following (which includes supporting documentation) should be provided:

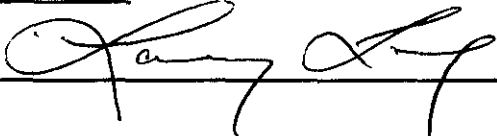
1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.
3. **A written explanation**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

See Attachment E.

**\*\*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 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:** I understand that non-refundable application fee of \$250.00 must be submitted with the application.

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature  \_\_\_\_\_ Date 9-5-2000

Title: President  
Address: 2909 N. Buckner Boulevard  
Suite 800  
Dallas, TX 75228

Telephone No: (972) 690-9955  
Fax No: (972) 690-9959

**ATTACHMENTS:**

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
  - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
  - GLOSSARY

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

- (  ) The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.
  
- (  ) The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.  
(The bond must accompany the application.)

UTILITY OFFICIAL:

\_\_\_\_\_  
Signature  \_\_\_\_\_ Date 9-5-2000

Title: President  
Address: 2909 N. Buckner Boulevard  
Suite 800  
Dallas, TX 75228

Telephone No: (972) 690-9955  
Fax No: (972) 690-9959

**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant **has** ( X ) or **has not** ( ) previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

- a) What services have been provided and when did these services begin?

Onyx Distributing Company, Inc. d/b/a Florida Comm South was granted a certificate to provide alternative local exchange telecommunications services on November 19, 1996, in Docket No. 960987-TX, Certificate No. 4757. Comm South had been providing alternative local exchange telecommunications since that date in accordance with its certification.

- b) If the services are not currently offered, when were they discontinued?

N/A

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature  \_\_\_\_\_ Date 9-5-2000

Title: President  
Address: 2909 N. Buckner Boulevard  
Suite 800  
Dallas, TX 75228

Telephone No: (972) 690-9955  
Fax No: (972) 690-9959

**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 company 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 true and correct. 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.**

UTILITY OFFICIAL:

Signature  Date 9-5-2000

Title: President  
Address: 2909 N. Buckner Boulevard  
Suite 800  
Dallas, TX 75228

Telephone No: (972) 690-9955  
Fax No: (972) 690-9959



## ATTACHMENT A

### **Jurisdictions in which Applicant has had penalties imposed**

Comm South's policy is to comply with all rules and regulations of states in which it operates. However, because of recent changes in personnel responsible for regulatory matters and the relocation of the Company's offices during April 2000 to May 2000, there were lapses in the execution of the Company's policy and the Company missed regulatory filings in 1999 and the first half of 2000. In each case, however, the Company subsequently complied fully with the state commission request.

Comm South's certificate of authority to provide ALEC services was canceled in the State of Florida pursuant to Commission Order PSC-00-0680-SC-TX (April 12, 2000) in Docket No. 000230-TX. Upon learning of the revocation, Comm South initiated discussions with the Florida PSC staff, proposed a settlement offer which the staff found acceptable, and in late October 2000 submitted an application to provide ALEC services in Florida.

In addition, in both Alabama and Arkansas, Comm South failed to file an annual report after notice was mailed to the company's former (Walling Lane) address. Subsequently, Comm South's authority to provide local telecommunications services was revoked in both states. Comm South has since had its certification reinstated in Alabama. *See* Alabama Public Service Commission, Order, Docket No. 27495 (September 12, 2000). In Arkansas, Comm South has remedied its failure to file the annual report and expects its authority to be reinstated shortly. *See* Request for Reinstatement, Docket No. 00-121-U (August 21, 2000).

**ATTACHMENT B**  
**Civil Court Proceedings**

Comm South is involved in a civil proceeding in the State of Kentucky. *See ALLTEL Kentucky, Inc., et al., v. Brenda Helton, et al.*, Civil Action No. 00-45, (E.D. Ky., Sep. 18, 2000). In this proceeding, ALLTEL is seeking a ruling that the Kentucky Commission improperly imposed a 17% resale discount on a voluntarily negotiated resale agreement between Comm South and ALLTEL. ALLTEL maintains that the Commission lacks the authority to impose resale discounts for voluntarily negotiated agreements and further may not do so in the case of exempted rural ILECs. The proceeding is not a result of any direct dispute between ALLTEL and Comm South and does not raise any issues regarding Comm South's managerial, technical or financial ability to provide telecommunications services.

**ATTACHMENT C**  
**Proposed Tariff**

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services by Comm South Companies, Inc. d/b/a Florida Comm South (hereinafter "Carrier" or "Company") with principal offices at 2909 N. Buckner Boulevard, Dallas, Texas 75228. This Tariff applies to services furnished within the state of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

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Issued:

Effective:

By:  
Larry Long, President  
Comm South Companies, Inc.  
2909 N. Buckner Boulevard, Suite 800  
Dallas, Texas 75228

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CHECK SHEET

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

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

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EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS

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

- D - Delete or Discontinue
- I - Change resulting in an increase to a Customer's bill
- M - Moved from another Tariff location
- N - New
- R - Change resulting in a reduction to a Customer's bill
- T - Change in text or regulation but no change in rate or charge

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TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the 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 third revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 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.(j)
  - 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 out if a particular sheet is the most current sheet on file with the Commission.

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Effective:

By:  
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Comm South Companies, Inc.  
2909 N. Buckner Boulevard, Suite 800  
Dallas, Texas 75228



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SECTION 1 - DEFINITIONS

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable Carrier to provide telecommunication service as required.

Carrier - Comm South Companies, Inc. d/b/a Florida Comm South, unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

Company - Comm South Companies, Inc. d/b/a Florida Comm South, unless the context indicates otherwise. The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of rates and charges and compliance with Tariff regulations.

Disconnection - The disconnection of a circuit, dedicated access line, or port connection being used for existing service.

ICB - Individual case basis, i.e., a service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of Customer's situation.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the Unites States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Premises - The space designated by Customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business, as well as space at Customer's place of business.

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Tariff - This Tariff containing the descriptions, regulations and rates applicable to the furnishing of service and facilities for telecommunications services provided by Carrier, unless the context indicates otherwise.

TDD - Telecommunications device for the deaf

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

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SECTION 2 - RULES AND REGULATIONS

2.1 UNDERTAKING OF THE COMPANY

2.1.1 Scope

The Company undertakes to furnish intrastate telecommunications services within the State of Florida under the terms of this Tariff as a reseller. Service is available 24 hours a day, seven days a week.

The Company is responsible under this Tariff only for the services and facilities provided herein. Should Customers use such services and facilities to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

2.1.2 Shortage of Equipment or Facilities

The furnishing of service under this Tariff is subject to availability on a continuing basis of all necessary equipment or facilities from other telecommunications providers to the Company for resale.

2.1.3 Limitations of Service

- A. This Tariff shall be interpreted and governed by the laws of the State of Florida.
- B. Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- C. Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to Customer, whenever the Company deems it necessary to do so in the conduct of its business.
- D. Service may not be used for any unlawful purpose.
- E. Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an Interexchange Carrier from the Florida Public Service Commission.
- F. Neither the Company nor Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer or substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

---

Issued:

Effective:

By:  
Larry Long, President  
Comm South Companies, Inc.  
2909 N. Buckner Boulevard, Suite 800  
Dallas, Texas 75228

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2.2 LIABILITY OF THE COMPANY

- 2.2.1 The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.2.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this Tariff. With respect to any other claim or suit, by a Customer or by others, for damages associated with the provision, termination, interruption or restoration of any service offered under this Tariff, the Company's liability, if any, shall be limited as provided herein.
- 2.2.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; and law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more these federal, state, or local governments, or of any military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.2.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the Company's Customers facilities or equipment used for or with the services the Company offers; or (b) for the acts or omissions of other common carriers or warehousemen.
- 2.2.5 The Company shall not be liable for any damages or losses due to the fault or negligence of, or any omission by, Customer or due to the failure or malfunction of Customer-provided equipment or facilities.
- 2.2.6 The Company shall be indemnified, defended, and held harmless by Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this Tariff, including:
- A. Claims for defamation libel, slander, invasion of privacy, infringement of copyright, unauthorized use of trademark, trade name, or service mark, unfair competition; interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content, revealed to, transmitted, processed, handled, or used by the Company under this Tariff;
  - B. all other claims arising out of any act or omission of Customer or others, in connection with any service provided by the Company pursuant to this Tariff.

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2.2 LIABILITY OF THE COMPANY (continued)

- 2.2.7 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.2.8 Company shall not be liable for any damages, including usage charges, that Customer may incur as a result of the unauthorized use of its Authorization Code(s) by others. The unauthorized use of Customer Authorization Code(s) includes, but is not limited to, the placement of calls using Customer's Authorization Code(s) without the authorization of the Customer. Customer shall be fully liable for all such usage charges.
- 2.2.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.
- 2.2.10 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided systems, equipment, facilities or services which are interconnected with Company services.
- 2.2.11 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

2.3 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to Carrier's testing or adjusting, the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not being caused by any action or omission of Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

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2.3 INTERRUPTION OF SERVICE (continued)

2.3.1 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when Customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify Customer.
- C. Customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by Customer provided facilities, any act or omission of Customer, or in wiring or equipment connected to the terminal.
- D. Only those portions of the service or equipment disabled will be credited. No credit allowances will be made for:
  - 1. interruptions of service resulting from Carrier performing routine maintenance;
  - 2. interruptions of service for implementation of Customer order for a change in the service;
  - 3. interruptions caused by negligence of Customer or his authorized user; or
  - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.3.2 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.5.1, when service is interrupted, the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two-hour period.

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2.3 INTERRUPTION OF SERVICE (continued)

2.3.2 Calculation of Credit Allowance (continued)

- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by Customer, the invoice shall be considered correct and binding on Customer, unless extraordinary circumstances are demonstrated.

2.4 RESPONSIBILITIES OF CUSTOMER

2.4.1 All Customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communications systems provided by others are connected to Carrier's facilities, Customer assumes additional responsibilities. Customers are responsible for the following:

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
  2. the name(s), telephone number(s), and address(es) of Customer contact person(s).
- C. Customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
1. the negligence or willful act of Customer or user;
  2. improper use of service; or
  3. any use of equipment or service provided by others.

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2.4 RESPONSIBILITIES OF CUSTOMER (continued)

2.4.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.4.3 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

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2.5 PAYMENT ARRANGEMENTS

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or Authorized Users. If notice from the Customer of a dispute as to charges is not reported to a customer service representative or received in writing by the Company within 10 days after the due date, the bill will be considered correct. Should the Customer pay the charges under protest, he may have an additional 30 days to dispute same in writing or the charges will become binding upon Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes: The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designated) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

A. All state and local taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s). Other taxes, charges and regulatory assessments may be identified in the aggregate on the Customer's bill and are not be included in the quoted rate.

B. Such taxes, charges, and assessments shall be billed to the Customer receiving service within the territorial limits of such State, county, city or other taxing authority. Such billing shall allocate the tax, charge, and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge, and/or assessment.

C. Rates and charges for the Company's services, as stated in the Company's rate schedule, do not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

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2.5 PAYMENT ARRANGMENTS (continued)

2.5.2 Billing and Collection of Charges

2.5.2.1 Payment for Service is made in advance by Customer at the time Company's prepaid service is initially purchased or replenished.

2.5.2.2 Customer is responsible for payment of all charges for service furnished to Customer or Authorized Users, including, but not limited to all calls originated at Customer's number(s); received at Customer's number(s); billed to Customer's number(s) via third-party billing; incurred at the specific request of Customer; or placed using a calling card issued to Customer. If an entity other than Carrier imposes charges on Carrier, in addition to its own internal costs, in connection with a service for which a Carrier Non-Recurring Charge is specified, those charges may be passed on to Customer.

2.5.2.3 The security of Customer's Authorization Code(s) is the responsibility of Customer. All calls placed using Customer's Authorization Code(s) shall be deducted from Customer's account.

2.5.2.4 Customers may pay for service by credit card, an authorized payment agent, or check.

2.5.2.5 The Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.

2.5.3 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.5.4 Deposits

Carrier does not require deposits from Customer.

2.5.6 Advance Payments

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

2.5.7 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

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2.5 PAYMENT ARRANGMENTS (continued)

2.5.8 Bad Check Charge

The Company will bill the Customer a one-time charge of \$25.00 if the Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.5.9 Disputed Bills

Customer shall notify Carrier of any disputed items on a bill within 30 days. Carrier shall promptly investigate all disputed charges and shall report its findings and disposition to Customer. If Customer and Carrier are unable to resolve the dispute to their mutual satisfaction, Customer may file a complaint with the Florida Public Service Commission.

- A. The date of the dispute shall be the date Carrier receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date Carrier completes its investigation and notifies Customer of the disposition of the dispute.

2.6 RESPONSIBILITIES OF CARRIER

2.6.1 Credit Upon Cancellation

Where Carrier cancels a service and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.6.2 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for noncompliance with or violation of any State or municipal law, ordinance, or regulation pertaining to telephone service;
- B. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for the use of telephone service for any other property or purpose than that described in the application for service;
- C. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for failure or refusal to provide Carrier with a deposit to insure payment of bills in accordance with Carrier's regulations;
- D. After notice and giving Customer a reasonable amount of time to comply with any rule or remedy any deficiency, for neglect or refusal to provide reasonable access to Carrier for the purpose of inspection and maintenance of equipment owned by Carrier;

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2.6 RESPONSIBILITIES OF CARRIER (continued)

2.6.2 Disconnection of Service by Carrier (continued)

- E. After five working days' written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service.
- F. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- G. After five working days' written notice, in the event of noncompliance with or a violation of the Commission's regulations or Carrier's rules and regulations on file with the Commission;
- H. Without notice, in the event of Customer's use of equipment in such manner as to adversely affect Carrier's equipment or Carrier's service to others;
- I. Without notice, in the event of tampering with the equipment furnished and owned by Carrier; or
- J. Without notice, in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the utility my, before restoring service, require Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonable estimated as the loss in revenues resulting from such fraudulent use.

2.7 RESTORATION OF SERVICE

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

2.8 START OF BILLING

For billing purposes, the start of service is the day following acceptance by Customer of Carrier's service or equipment. The end of service date is the last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.4.3 of this Tariff.

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2.9 INTERCONNECTION

2.9.1 Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at Customer's expense.

2.9.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. Customer is responsible for taking all necessary legal steps for interconnecting its customers provided terminal equipment of communications systems with Carriers' facilities. Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

2.10 TIMING OF CALLS

2.10.1 Usage sensitive charges are based on the actual usage of Carrier's network. Such charges are measured in Conversation Minutes.

2.10.2 Chargeable time for Customer shall begin when the called party answers, as determined by answer supervision, and shall end upon disconnection by either party. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network.

2.10.3 The initial billing period (minimum call duration) is one (1) minute.

2.10.4 Unless otherwise specified in this tariff, for billing purposes usage is measured and rounded to the next higher one (1) minute increment after the initial period.

2.10.5 No charges apply for incomplete calls. If Customer believes it has been incorrectly billed for an incomplete call, Carrier shall, upon notification, investigate the circumstances of the call and issue a credit when appropriate.

2.11 CALCULATION OF DISTANCE

Usage charges for all mileage-sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved.

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

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2.12 MINIMUM CALL COMPLETION

- 2.12.1 Pursuant to Rule 25-4.071(1), during the average busy season busy hour at least 97 percent of all calls offered to any trunk group (toll connecting, inter-office, extended area service) shall not encounter an all-trunk busy condition.
- 2.12.2 Pursuant to Rule 25-4.071(2), telephone calls to valid numbers should encounter a ring-back tone, line busy signal, or non-working number intercept facility (operator or recording) after completion of dialing. The call completion standards established for such calls by category of call is as follows:
- a) intra-office calls -- 95 percent,
  - b) inter-office calls -- 95 percent,
  - c) extended area calls -- 95 percent,
  - d) intra-LATA DDD calls -- 95 percent.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 PREPAID LONG DISTANCE SERVICE

Prepaid Long Distance Service provides an outbound voice grade communications service for calls charged to the Customer's account. The Service allows Customers to place direct-dialed interexchange calls to terminating locations from their home telephone. All calls must be charged against an account that has a sufficient available balance. At the point in which only 30 seconds of service remain, an audible signal will be given to the user to alert them only so much time is left for long distance service. The Customer may increase the available minutes of use by making additional incremental payments.

3.2 PREPAID CARD SERVICE

Prepaid Card Service provides an outbound voice grade communications service for calls charged to a Prepaid Card. Prepaid Card Service allows Customers to place direct-dialed interexchange calls to terminating locations by dialing a Customer-provided access number and a Customer-provided authorization number.

All calls must be charged against an Prepaid Card that has a sufficient available balance. The Customer will be notified in advance of the exhaustion of the card via an interactive voice prompt.

The following types of calls may not be completed with the Prepaid Card Service:

- Calls to 700 numbers
- Calls to toll free numbers
- Calls to 900 numbers
- Directory Assistance calls
- All Operator Service calls
- Busy Line Verification and Interrupt Service
- Calls requiring the quotation of time and charges
- Air-to-Ground calls

Except as may be specifically referenced therein, calls made utilizing Prepaid Card Service are not included in any optional calling plans, or any other Company services or promotions.

The number of available Prepaid Cards is subject to technical limitations. Such cards will be offered to Customers on a first come, first served basis. Prepaid Cards are available in various unit denominations as determined by the Company. Prepaid Cards will be sold at prices rounded to the nearest cent. The Prepaid Card Service rate does not include federal excise tax or those state and local taxes which are required to be paid at the point of sale. The tariffed rate does include those state and local taxes which are required to be paid on the usage of the underlying telecommunications service when that service originates and terminates within a particular tax jurisdiction.

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3.3 DIRECTORY ASSISTANCE SERVICE

Directory Assistance Service is available for domestic calling only to Customers who dial 1+ (NPA) + 555-1212 from lines presubscribed to the Company. Up to two requests for numbers may be made on each call to Directory Assistance. A charge will apply whether or not the Directory Assistance bureau furnishes the requested telephone number(s). Pursuant to Section 25-4.115(3)(a), Florida Statutes, there will be no charge for the first 50 directory assistance calls made per billing cycle for a line or trunk serving individuals with disabilities. Directory Assistance Service is provided only where facilities and billing capabilities permit.

3.4 SPECIAL PRICING ARRANGEMENTS - INDIVIDUAL CASE BASIS (ICB)

In lieu of the rates otherwise set forth in this Tariff, rates and charges, including installation, special construction, and recurring charges, may be established at negotiated rates on an Individual Case Basis (ICB), taking into account such factors as the nature of the facilities and services, the costs of construction and operation, the volume of traffic commitment, and the length of service commitment by the Customer, as long as the rates and charges are not less than Carrier's costs of providing the service. Such arrangements shall be considered Special Pricing Arrangements, the terms of which will be set forth in individual contracts or Customer Term Agreements. Specialized Pricing Arrangement rates or charges will be made available to similarly-situated Customers on comparable terms and conditions. Upon reasonable request, Carrier will make the terms of these contracts available to the Commission and its staff for review on a confidential and proprietary basis.

3.5 PROMOTIONS

Carrier may, from time to time, engage in national and/or intrastate promotional offerings or trials, designed to attract new Customers, to stimulate Customer usage, to test potential new services, and/or to increase existing Customer awareness of Carrier services. These offerings may be limited to certain services, dates, times of day and/or locations determined by Carrier. National offerings, the terms of which are set forth in the applicable interstate tariffs governing such programs, may include without limitations, discounts, redeemable points, or cash rewards to Customers. Such promotions will be offered subject to approval by the Commission and made part of this Tariff.

3.6 OPERATION OF TELECOMMUNICATIONS RELAY SERVICE

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

3.7 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.

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SECTION 4 - RATES

4.1 PREPAID LONG DISTANCE SERVICE

Price Per Unit (measured in one minute increments)

\$0.15

4.2 PREPAID CARD SERVICE

Price Per Unit (measured in one minute increments)

\$0.15

Surcharges: A per-call surcharge of \$0.50 will apply to Prepaid Card calls made from a payphone.

4.3 DIRECTORY ASSISTANCE SERVICE

Rate per directory assistance call: \$1.50

4.4 OPERATOR SERVICE CHARGES

	<u>Call Placement Charge Or Connection Fee</u>
Station-to-Station	\$3.95
Person-to-Person	\$4.90
Collect Station-to-Station	\$3.95
Collect Person-to-Person	\$4.90
Third-Party Billing	
Station-to-Station	\$3.95
Person-to-Person	\$4.90
Operator-Dialed Surcharge	\$1.15

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## ATTACHMENT D

### Managerial and Technical Qualifications

#### Key Manager for Comm South

**Larry Long**, President of Comm South, has over 10 years' experience in the telecommunications industry, primarily in the CLEC industry. Prior to joining Comm South, Mr. Long served as the President and Chief Executive Officer of OmniCall, a competitive local exchange carrier which recently merged with Access One. Prior to joining OmniCall in 1997, Mr. Long spent five years in various executive positions with MFS Communications (bought by Worldcom in 1996), including Chief Executive Officer of MFS Intelenet. Prior to joining MFS, Mr. Long was President of CableServices, a billing division of American Express. Mr. Long graduated from Purdue University and received an MBA from Harvard Business School.

#### Key Management Team for Topp (the 100% owner of Applicant)

**Frederick J. Pollak**, Chief Executive Officer, has over 15 years of telecommunications experience including local, long distance and wireless communications. In addition, Mr. Pollak currently serves as the Chairman and CEO of Topp. Mr. Pollack served as Topp Telecom's President and Chief Executive Officer from May 1996 and February 1999. Between November 1994 and October 1995 Mr. Pollack was President and Chief Executive Officer of PTC Cellular, Inc., a nationwide leading provider of cellular rentals and 90%-owned subsidiary of Peoples Telephone Company, a NASDAQ company. After PTC Cellular was sold to Shared Technologies Cellular in October 1995, Mr. Pollack served as a consultant to Shared Technologies until May 1996. Between January 1984 and September 1991 Mr. Pollack held various positions including Executive Vice President and full partner in Nationwide Vending Services, Inc. ("NVS"), a fast growth company that provided communication and vending management/consulting services to national retail, hospitality and transportation entities including Home Depot, Saks Fifth Avenue, Radisson Hotels and Amtrak. While at NVS Mr. Pollack developed and managed its telecommunications business and worked with all major local exchange carriers and long distance providers. NVS was an Inc. 500 Fastest Growth Company in 1989 and 1990, before it was sold to its largest competitor, Weisman Enterprises, Inc. in September 1991. Following NVS' acquisition by Weisman, Mr. Pollack served as the company's Executive Vice President until November 1993. Mr. Pollack also is an investor and serves on the Board of Governors of Aloe Care LLP, a niche sun-care products company based in Minneapolis, MN.

**John J. Wiesehan, Jr.** has over 17 years' experience in the retail industry. He is currently President and Chief Operating Officer of Topp, a position he has held since February 1999. From September 1998 through January 1999 Mr. Wiesehan was Executive Vice President of Topp. Between 1995 and 1998 he was the managing partner for Topp Sales in Dallas, TX. Mr. Wiesehan served as Vice President of Sales and Marketing for Woods Industries, a \$180 million consumer electronics company, from 1992 until 1995. Before joining Woods Industries,

Mr. Wiesehan held various executive positions with General Electric Companies including Worldwide Operations Manager for Home Theatre.

**Rick Smallman** joined the Company as Vice President - Controller in April 1999. Previously, Mr. Smallman served as Controller of NCCI, an insurance industry information company, a position he held beginning in 1995. Between 1994 and 1995 Mr. Smallman served as acting Chief Financial Officer of Ciro, Inc., an international costume jewelry retailer. Between 1976 and 1993 he held various positions including Director of Internal Audit and Division Controller for Knight-Ridder, a multi-billion newspaper publishing company. Between 1974 and 1976 he was an auditor at KPMG Peat Marwick. Mr. Smallman is a Florida Certified Accountant.

**Paul R. Bush** joined Topp as Vice President of Human Resources in April 1999. Between April 1997 and March 1999 Mr. Bush served as Director, Human Resources for SkyTel Communications, Inc. Between January 1986 and April 1997 Mr. Bush held various positions at DSI, Inc. including Vice President, Human Resources & Administration. Between 1984 and 1986 Mr. Bush served as a Human Resources consultant in Montevideo, Uruguay SA.

**Rick Salzman** joined Topp as Senior Vice President - General Counsel on July 12, 1999. He is currently Vice President-Legal Affairs, Secretary and General Counsel for Whitman Education Group, Inc. a NASDAQ company. Between 1995 and 1996 he was an attorney at Homer & Bonner, P.A. with a focus on complex commercial litigation. Between 1994 and 1995 Mr. Salzman was an attorney and partner at Lash & Salzman a commercial litigation firm. Between 1987 and 1994 he was an attorney at Homer & Bonner, P.A. focusing on securities offerings, mergers and acquisitions and general corporate transactions. Between 1986 and 1987 he was an attorney at Shutts & Bowen, P.A. and served as an associate in the Corporate/Securities Department.

**Richard Anderson** joined Topp in June 1997 as Senior Vice President. Prior to joining Topp, he was Florida State Senator from 1976-82. Mr. Anderson served as President of Sea Coast Appliance Distributors, the Florida RCA Distributor from 1982 to 1988 and was President of Cellular Trading, a chain of Florida cellular retail stores from 1968 to 1996. Mr. Anderson played with the Miami Dolphins for 10 years; his professional football accomplishments include three Super Bowls, three-time All-Pro, and the NFL's 1973 Defensive Player of the Year. Mr. Anderson served as the 1989 Super Bowl Host Committee Chairman and, from 1985 to 1993, as the Chairman of the Miami Project to Cure Paralysis.

**ATTACHMENT E**  
**Financial Qualifications**

The Commission has previously reviewed and approved Applicant's financial qualifications, granting Applicant authority in 1996 to provide ALEC services in Florida. See File No. 960987-TX. Applicant has provided local telecommunications services in the State of Florida since its 1996 authorization. Applicant currently provides local telecommunications service to nearly 8,000 customers in the State of Florida, in addition to customers nationwide. During this time it has provided exemplary service to its customers and paid all fees and taxes.

Applicant remains financially capable of providing and maintaining interexchange telecommunications services in the State of Florida, and of meeting its lease and ownership obligations. To demonstrate its financial qualifications to provide the proposed interexchange services, Applicant submits herewith its most recent audited and unaudited financial statements. In addition, Applicant notes that it does not incur significant capital expenditures in the provision of its end-user services. Applicant provides its end-user services through the wholesale purchase of retail telecommunications offerings and the lease and/or purchase of unbundled network element ("UNE") platform. Because Applicant does not construct or install telecommunications facilities, it incurs minimal capital expenditure requirements.

Business Structure: Applicant was incorporated in the State of Texas on March 17, 1995 as "Onyx Distributing Company, Inc." and subsequently changed its name to "Comm South Companies, Inc." The Commission approved the name change in Order No. PSC-99-1914-CO-TX 9 in Docket No. 990891-TX (Sept. 27, 1999). Applicant is a wholly-owned subsidiary of Topp Telecom, Inc. Topp is a Florida corporation with its principal business office at 8390 N.W. 25th Street, Miami, Florida 33122. Topp is a leading provider of prepaid wireless services in the United States. Topp was incorporated in 1996 and currently operates as a cellular reseller in all 50 states, the District of Columbia, Puerto Rico and the U.S. Virgin Islands, providing local cellular numbers to customers at any location in the United States with cellular coverage. The service is available through more than 15,000 points of distribution nationwide.

**ATTACHMENT E**  
**Managerial and Technical Qualifications**

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**Managerial and Technical Qualifications**

**Key Manager for Comm South**

**Larry Long**, President of Comm South, has over 10 years' experience in the telecommunications industry, primarily in the CLEC industry. Prior to joining Comm South, Mr. Long served as the President and Chief Executive Officer of OmniCall, a competitive local exchange carrier which recently merged with Access One. Prior to joining OmniCall in 1997, Mr. Long spent five years in various executive positions with MFS Communications (bought by Worldcom in 1996), including Chief Executive Officer of MFS Intelenet. Prior to joining MFS, Mr. Long was President of CableServices, a billing division of American Express. Mr. Long graduated from Purdue University and received an MBA from Harvard Business School.

**Key Management Team for Topp (the 100% owner of Applicant)**

**Frederick J. Pollak**, Chief Executive Officer, has over 15 years of telecommunications experience including local, long distance and wireless communications. In addition, Mr. Pollak currently serves as the Chairman and CEO of Topp. Mr. Pollack served as Topp Telecom's President and Chief Executive Officer from May 1996 and February 1999. Between November 1994 and October 1995 Mr. Pollack was President and Chief Executive Officer of PTC Cellular, Inc., a nationwide leading provider of cellular rentals and 90%-owned subsidiary of Peoples Telephone Company, a NASDAQ company. After PTC Cellular was sold to Shared Technologies Cellular in October 1995, Mr. Pollack served as a consultant to Shared Technologies until May 1996. Between January 1984 and September 1991 Mr. Pollack held various positions including Executive Vice President and full partner in Nationwide Vending Services, Inc. ("NVS"), a fast growth company that provided communication and vending management/consulting services to national retail, hospitality and transportation entities including Home Depot, Saks Fifth Avenue, Radisson Hotels and Amtrak. While at NVS Mr. Pollack developed and managed its telecommunications business and worked with all major local exchange carriers and long distance providers. NVS was an Inc. 500 Fastest Growth Company in 1989 and 1990, before it was sold to its largest competitor, Weisman Enterprises, Inc. in September 1991. Following NVS' acquisition by Weisman, Mr. Pollack served as the company's Executive Vice President until November 1993. Mr. Pollack also is an investor and serves on the Board of Governors of Aloe Care LLP, a niche sun-care products company based in Minneapolis, MN.

**John J. Wiesehan, Jr.** has over 17 years' experience in the retail industry. He is currently President and Chief Operating Officer of Topp, a position he has held since February 1999. From September 1998 through January 1999 Mr. Wiesehan was Executive Vice President of Topp. Between 1995 and 1998 he was the managing partner for Topp Sales in Dallas, TX. Mr. Wiesehan served as Vice President of Sales and Marketing for Woods Industries, a \$180 million consumer electronics company, from 1992 until 1995. Before joining Woods Industries,

Mr. Wiesehan held various executive positions with General Electric Companies including Worldwide Operations Manager for Home Theatre.

**Rick Smallman** joined the Company as Vice President - Controller in April 1999. Previously, Mr. Smallman served as Controller of NCCI, an insurance industry information company, a position he held beginning in 1995. Between 1994 and 1995 Mr. Smallman served as acting Chief Financial Officer of Ciro, Inc., an international costume jewelry retailer. Between 1976 and 1993 he held various positions including Director of Internal Audit and Division Controller for Knight-Ridder, a multi-billion newspaper publishing company. Between 1974 and 1976 he was an auditor at KPMG Peat Marwick. Mr. Smallman is a Florida Certified Accountant.

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# ShawPittman

A Law Partnership Including Professional Corporations

Susan M. Hafeli  
(202) 454-7034  
susan.hafeli@shawpittman.com

# ORIGINAL

October 30, 2000

**Via Federal Express**

Ms. Blanca S. Bayo  
Director, Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

DEPOSIT DATE  
D38116 NOV 01 2000  
001649-TT

**Re: Application of Comm South Companies, Inc. for Authority  
To Provide Interexchange Telecommunications Service  
Between Points Within The State Of Florida**

Dear Ms. Bayo:

On behalf of Comm South Companies, Inc. d/b/a Florida Comm South ("Comm South"), transmitted herewith for filing are an original and six (6) copies of its Application for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida. Also enclosed is a check in the amount of \$250.00 payable to the Florida Public Service Commission in payment of the requisite filing fee.

Please date-stamp the "Receipt" copy of the enclosed filing and return it in the self-addressed, stamped envelope enclosed. If you have any questions regarding this matter, please contact either of the undersigned.

DOCUMENT NUMBER-DATE  
14112 OCT 31 8  
FPC-RECORDS/REPORTING

**COMM SOUTH COMPANIES**  
2909 N. BUCKNER BLVD., STE. 800  
DALLAS, TX 75228  
(972)690-9955

BANK ONE, TEXAS, N.A.  
PORT ARTHUR, TEXAS  
88-140-1131  
09/26/00

PAY TO THE ORDER OF Florida Public Service Comm

Two Hundred Fifty and no/100 US Dollar

Florida Public Service Comm  
2540 Shumard Oak Blvd

TWO SIGNATURES REQUIRED OVER \$100,000



MEMO Tallahassee FL 32399-0850

57247  
57247

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Sincerely,

Glenn S. Richards  
Susan M. Hafeli

RECEIVED & FILED

*Max*  
BUREAU OF RECORDS

Enclosures

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 14113-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.