

ORIGINAL

**MILLER ISAR** INC.  
REGULATORY CONSULTANTS

7901 SKANSIE AVENUE,  
SUITE 240  
GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
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STACEY A. KLINZMAN

*Via Overnight Delivery*  
February 8, 2002

2002 FEB 11 AM 10:36  
DISTRIBUTION CENTER

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

020107-TL

RE: Legent Communications Corporation d/b/a Long Distance America ("Long Distance America") - Application for Authority

Dear Sir/Madam:

Enclosed for filing are an original and six (6) copies of Long Distance America's Application for Authority to provide interexchange telecommunications services within the State of Florida and a check in the amount of \$250.00 in payment of the fee. Long Distance America is a non-facilities based provider of resold long distance telecommunications services offering "one plus" telecommunications services.

Please note that the financial statements attached as Exhibit E are sealed in a manila envelope and labeled "Confidential." Long Distance America respectfully requests that its financials be viewed by Commission staff only, while engaged in their governmental duties, and not be released to the public. To that end, Long Distance America requests the Commission to grant its Motion for Protective Order filed herewith.

Please acknowledge receipt of this filing by date stamping and returning the extra copy of this letter in the self-addressed, postage paid envelope provided for this purpose.

Questions concerning this filing may be directed to me.

Sincerely,  
Miller Isar, Inc.

Stacey A. Klinzman  
Director - Regulatory Compliance

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.

Enclosures

cc: Scott A. White, Legent Communications Corporation

DOCUMENT NUMBER-DATE

01573 FEB 11 08

FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application of )  
of Legent Communications Corporation )  
d/b/a Long Distance America for )  
Original Authority to Provide )  
Interexchange Telecommunications ) No. \_\_\_\_\_  
Services Within the State of Florida )

**APPLICATION FOR AUTHORITY**

Legent Communications Corporation d/b/a Long Distance America (“Applicant”), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida (“Application”) with the Florida Public Service Commission (“Commission”). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

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

2. Applicant’s legal name is Legent Communications Corporation

3. Applicant will be doing business as Long Distance America.

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

Legent Communications Corporation  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

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

6. Applicant proposes to provide resold interexchange services, including "1 Plus" service. Applicant does not propose to offer alternative operator services to the transient public.

7. Applicant is a privately held company organized under the laws of the State of California on May 14<sup>th</sup>, 2001. Applicant's Articles of Incorporation are submitted as **Exhibit A**.

8 and 9. Not applicable.

10. Applicant's certificate of authority to operate in Florida is filed herewith as **Exhibit B**.

11 Applicant's proof of compliance with fictitious name statute is filed herewith as **Appendix F**.

12-14. Not applicable.

15. Applicant's Federal Employee Identification No. is 33-0964976.

16, 17. Charges for Applicant's services will appear on residential and business subscribers' local exchange carrier bills.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Stacey A. Klinzman  
Director - Regulatory Compliance  
Miller Isar, Inc.  
7901 Skansie Avenue, Suite 240  
Gig Harbor, Washington 98335

Telephone: 253.851.6700  
Facsimile: 253.851.6474

18., Continued

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

Mr. Scott A. White  
Legent Communications Corporation  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

Telephone: 949.789.7468  
Facsimile: 949.789.7469

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

Customer Service Manager  
Legent Communications Corporation  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

Telephone: 1.866.469.0829

19. (a) Applicant is not currently providing telecommunications services in any states.

(b) Applicant has applications pending in AL, AZ, GA, IL, MA, MD and WA. Applicant will be applying for authority in MI, MO, PA and SC.

(c) Applicant is authorized to provide interexchange telecommunications services in CA, CO, ID, IN, MI, NC, NJ, NY, OH, TX, UT and VA.

(d) - (f) Applicant has not been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

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

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

21. Applicant proposes initially to provide switched one-plus service, with statewide flat rates per minute, throughout Florida. At a later date, Applicant may amend its tariff to include mileage based, per-minute rate plans.

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

23. (a) Applicant's senior staff has extensive experience in the telecommunications industry. A summary of the experience of Mr. Scott A. White, President, appears as **Exhibit D**.

(b) Applicant's technical ability to provide service is entirely dependent on that of its underlying carrier(s).

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

23., Continued

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

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

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

(Signature next page)

WHEREFORE, Legent Communications Corporation 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, and to conduct business as Long Distance America.

Respectfully submitted this 23<sup>RD</sup> day of January 2002.

~~Legent Communications Corporation~~

By: 

Scott A. White  
President  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

Telephone: 949.789.7468  
Facsimile: 949.789.7469

Miller Isar, Inc.  
7901 Skansie Avenue, Suite 240  
Gig Harbor, Washington 98335

Telephone: 253.851.6700  
Facsimile: 253.851.6474  
Applicant's Regulatory Consultants

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application of )  
of Legent Communications Corporation )  
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Original Authority to Provide )  
Interexchange Telecommunications ) No. \_\_\_\_\_  
Services Within the State of Florida )

**LIST OF EXHIBITS AND APPENDICES**

EXHIBIT A	ARTICLES OF ORGANIZATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	PROPOSED TARIFF
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	FINANCIAL STATEMENTS
APPENDIX A	APPLICANT ACKNOWLEDGEMENT STATEMENT
APPENDIX B	CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
APPENDIX C	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX D	CURRENT FLORIDA INTRASTATE SERVICES
APPENDIX E	AFFIDAVIT
APPENDIX F	PROOF OF COMPLIANCE WITH FICTICIOUS NAME STATUTE



**EXHIBIT A**

**ARTICLES OF ORGANIZATION**  
(Attached)

2343384

ARTICLES OF INCORPORATION

OF

LEGENT COMMUNICATIONS CORPORATION

ENDORSED - FILED  
In the office of the Secretary of State  
of the State of California

MAY 14 2001

BILL JONES, Secretary of State

I

The name of this corporation is Legent Communications Corporation.

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is: Scott White, 8001 Irvine Center Drive, Suite 1240, Irvine, CA 92618.

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is One Million (1,000,000).

V

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

VI

This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with the agents, vote of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this corporation and its shareholders.

DATED: May 10, 2001

*Barbara Alder*  
Barbara Alder, Incorporator



2343384



**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of  1  page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

MAY 14 2001



*Bill Jones*

Secretary of State

**EXHIBIT B**

**CERTIFICATE OF AUTHORITY**  
(Attached)



RECEIVED DEC 26 2001

FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

December 18, 2001

SUE WILLETT  
7901 SKANSIE AVE., STE 240  
GIG HARBOR, WA 98335

Qualification documents for LEGENT COMMUNICATIONS CORPORATION were filed on December 14, 2001 and assigned document number F01000006427. 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/uniform business 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) 245-6051, the Foreign Qualification/Tax Lien Section.

Michael Mays  
Document Specialist  
Division of Corporations

Letter Number: 301A00066136

**EXHIBIT C**

**PROPOSED TARIFF**  
(Attached)

TELECOMMUNICATIONS TARIFF

OF

**Legent Communications Corporation d/b/a/ Long Distance America**

8001 Irvine Center Drive, Suite 1140, Irvine California 92618

**RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Legent Communications Corporation d/b/a Long Distance America within the State of Florida. This Tariff is on file with the Florida Public Service Commission. Copies may be inspected during normal business hours at the Company's principal place of business: 8001 Irvine Center Drive, Suite 1140, Irvine California 92618.

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Issued: February 11, 2002

Effective Date:

Issued By:

Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

**CHECK SHEET**

Sheets 1 through 23 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>
Title Sheet	Original	21	Original
1	Original	22	Original
2	Original	23	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		

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Issued: February 11, 2002

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Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618



**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	Title Sheet
Check Sheet	1
Table of Contents	2
Explanation of Symbols	3
Tariff Format	4
Application of Tariff	5
Section	
1. Technical Terms and Abbreviations	6
2. Rules and Regulations	8
3. Description of Service	20
4. Rates	22

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President

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Irvine, California 92618

**EXPLANATION OF SYMBOLS**

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

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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 an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

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Issued: February 11, 2002

Effective Date:

Issued By:

Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

**APPLICATION OF TARIFF**

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate telecommunications services by Legent Communications Corporation d/b/a Long Distance America 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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Issued: February 11, 2002

Effective Date:

Issued By:

Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
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Irvine, California 92618

**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).

Commission:

Florida Public Service Commission

Company:

Legent Communications Corporation d/b/a Long Distance America ("Long Distance America")

Credit Card:

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

Customer:

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

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President

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Irvine, California 92618

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

Disconnect or Disconnection:

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

Subscriber:

See "Customer" definition.

"800" Number:

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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Issued: February 11, 2002

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President

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Irvine, California 92618

## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications services 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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Effective Date:

Issued By:

Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
8001 Irvine Center Drive, Suite 1140  
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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS OF SERVICE, Continued**

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

**2.3. USE**

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

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

**2.3. USE, Continued**

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

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

**2.4. LIABILITIES OF THE COMPANY**

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

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

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

---

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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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Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
8001 Irvine Center Drive, Suite 1140  
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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 or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

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Issued: February 11, 2002

Effective Date:

Issued By:

Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

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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.

2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

**2.5. FULL FORCE AND EFFECT**

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

**2.6. INTERRUPTION OF SERVICE**

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

---

Issued: February 11, 2002

Effective Date:

Issued By:

Scott A. White  
President

Legent Communications Corporation d/b/a Long Distance America  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

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

**2.6. INTERRUPTION OF SERVICE, Continued**

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than twenty-four (24) hours.

2.6.3. The subscriber shall be credited for an interruption of twenty-four (24) 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.

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

**2.9. PAYMENTS AND BILLING, Continued**

- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance. The Company's late payment charge is listed at Section 4.3.1.
- 2.9.4. A returned check charge as listed in Section 4.3.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 866.469.0829. Customer service representatives are available from 9:00 AM to 5:00 PM Pacific Standard Time. Messages may be left for customer service representatives from 5:01 PM to 8:59 AM Pacific Standard Time.
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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

**2.9. PAYMENTS AND BILLING, Continued**

2.9.7. Continued

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

The address and telephone number of the Commission are:

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

Telephone number: 904.413.6100  
Toll free number: 800.342.3552

**2.10. CANCELLATION BY CUSTOMER**

- 2.10.1. Customer may cancel service by subscribing to another presubscribed carrier.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

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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 Company, to the Company's equipment, the public or to employees of the Company; or
  - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
  - C. For unauthorized or fraudulent use.

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

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

**2.12. INTERCONNECTION**

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

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

**2.12. INTERCONNECTION, Continued**

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

**2.13. DEPOSITS AND ADVANCE PAYMENTS**

The Company does not collect deposits or advanced payments.

**2.14. CREDIT LIMIT**

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

**2.15. TAXES**

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

**2.16. UNCERTIFICATED RESALE PROHIBITED**

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

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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 called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes, unless otherwise stated in this tariff, is one (1) minute with one (1) minute billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

**3.2. MINIMUM CALL COMPLETION RATE**

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

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**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.3. LONG DISTANCE AMERICA TELECOMMUNICATIONS SERVICES**

3.3.1. Company provides switched access, outbound, telecommunications services, which allow Customers to establish a communications path between two stations by using uniform dialing plans.

3.3.2. **One Plus Service** is a switched access service offering users outbound "1 plus" long distance telecommunications services.

**3.4. PROMOTIONS**

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

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Irvine, California 92618

**SECTION 4 - RATES**

**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedule:

**4.1.1. Long Distance America One Plus Service**

<u>Initial Minute</u>	<u>Additional Minute</u>
\$0.15	\$0.15

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**SECTION 4 – RATES, Continued**

**4.3. MISCELLANEOUS CHARGES**

**4.3.1. Late Payment Charge**

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

**4.3.2. Returned Check Charge**

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

**4.4. 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, and made part of this Tariff.

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President

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**EXHIBIT D**

**MANAGEMENT EXPERIENCE**

(Attached)

### Management Experience

As President of Legent Communications Corporation, Mr. White brings over 10 years of valuable telecommunications experience to this company. He was the Chief Operating Officer in one of the most successful and innovative market-driven long distance resellers. He also co-founded a wholesale telecommunications provider and co-founded and served as president of a successful high-volume telecommunications billing company.

Mr. White believes that entrepreneurs and small businesses should support their local community and actively supports the Braille Institute of Orange County, the Education for the Children Foundation and the Boy Scouts of America. Mr. White is also an active member of Ascent formerly known as the Telecommunications Resellers Association.



## **EXHIBIT E**

### **FINANCIAL STATEMENTS**

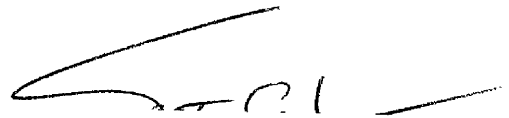
(Attached)

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

VERIFICATION OF FINANCIAL STATEMENTS

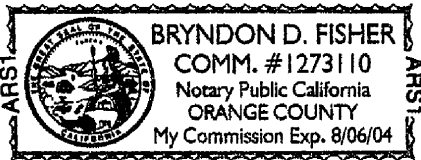
STATE OF CALIFORNIA    )  
                                  )        ss.  
COUNTY OF ORANGE )

I, Scott A. White, being first duly sworn and deposed, state that I am President of Legent Communications Corporation, Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.




State of California  
County of Orange

Subscribed and sworn to before me on JANUARY 23, 2002.  
WITNESS my hand and official seal.



NOTARY SEAL

  
\_\_\_\_\_  
Bryndon D. Fisher, Notary Public

This certificate is attached to a VERIFICATION OF FINANCIAL STATEMENT, dated JANUARY 23, 2002

**APPENDIX A**

**APPLICANT ACKNOWLEDGEMENT STATEMENT**  
(Attached)

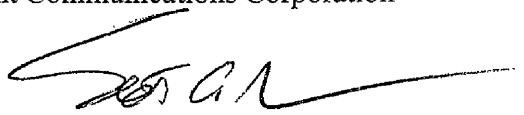
APPLICANT ACKNOWLEDGMENT STATEMENT

1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment of \$50.00 is required.
2. GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.

Respectfully submitted this 23<sup>RD</sup> day of January 2002.

Legent Communications Corporation

By:



Scott A. White  
President  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

Telephone: 949.789.7468  
Facsimile: 949.789.7469

**APPENDIX B**

**CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT**

Not applicable.

**APPENDIX C**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

(Attached)

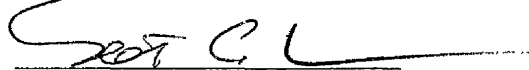
**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

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

Respectfully submitted this 23<sup>RD</sup> day of January 2002.

Legent Communications Corporation

By:



Scott A. White

President

8001 Irvine Center Drive, Suite 1140

Irvine, California 92618

Telephone: 949.789.7468

Facsimile: 949.789.7469

**APPENDIX D**

**CURRENT FLORIDA INTRASTATE SERVICES**  
(Attached)



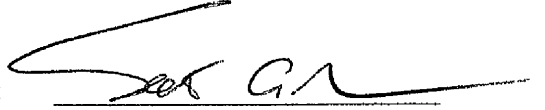
**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 23<sup>rd</sup> day of January 2002.

Legent Communications Corporation

By:



Scott A. White

President

8001 Irvine Center Drive, Suite 1140

Irvine, California 92618

Telephone: 949.789.7468

Facsimile: 949.789.7469

**APPENDIX E**

**AFFIDAVIT**

(Attached)

## AFFIDAVIT

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

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

Respectfully submitted this 23<sup>RD</sup> day of January 2002.

Legent Communications Corporation

By: 

\_\_\_\_\_  
Scott A. White  
President  
8001 Irvine Center Drive, Suite 1140  
Irvine, California 92618

Telephone: 949.789.7468

Facsimile: 949.789.7469

**APPENDIX F**

**PROOF OF COMPLIANCE WITH FICTITIOUS NAME STATUTE**  
(Attached)



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

January 4, 2002

LONG DISTANCE AMERICA  
7901 SKANSIE AVENUE #240  
GIG HARBOR, WA 98335

Subject: **LONG DISTANCE AMERICA**

REGISTRATION NUMBER: **G02004900090**

This will acknowledge the filing of the above fictitious name registration which was registered on January 4, 2002. This registration gives no rights to ownership of the name.

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

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

Should you have any questions regarding this matter you may contact our office at (850) 488-9000.

/mp  
Division of Corporations

Letter No. 702A00000496