

PanAmerican Telecom, Incorporated

February 19, 2002

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oaks Blvd.
Tallahassee, FL 32399-0850

Dear Florida Public Service Commission,

SUBJECT: IXC APPLICATION

020144-TI

Enclosed are 1 original and 6 copies of the application for a Certificate of Public Convenience and Necessity for PanAmerican Telecom, Incorporated and application fee. Please file our application appropriately.

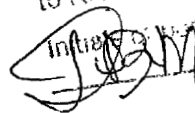
Should you have any questions or need further assistance please call (561) 588-1121.

Sincerely,



Cheryl Lovelace
PanAmerican Telecom, Incorporated

Check copy of application and
forwarded to Florida Public Service
Commission for review. Check
to Florida Public Service Commission
Initials of person who forwarded check



1606 NANETTE COURT
LAKE WORTH, FL 33461
(561) 588-1121

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

DIVISION OF REGULATORY OVERSIGHT
CERTIFICATION SECTION

Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida

020144-TT

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Page 16).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: No filing fee is required for an assignment or transfer of an existing certificate to another company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Regulatory Oversight
Certification Section
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6480**

1. This is an application for (check one):
- Original certificate** (new company).
 - Approval of transfer of existing certificate:** Example, a non-certificated company purchases an existing company and desires to retain the original certificate of authority.
 - Approval of assignment of existing certificate:** Example, a certificated company purchases an existing company and desires to retain the certificate of authority of that company.
 - 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:

PanAmerican Telecom, Inc.

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

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

11606 Nanette Court
Lake Worth, FL 33461

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

2908 Jog Road
Greenacres, FL 33463 6.

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;

- | | |
|-------------------------|-------------------------|
| () Individual | (✓) Corporation |
| () Foreign Corporation | () Foreign Partnership |
| () General Partnership | () Limited Partnership |
| () Other _____ | |

8. **If individual**, provide:

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:

(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:**

PO2000005310

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:**

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

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

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

Name: _____

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.

(a) **The Florida registration number:** _____

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

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: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

(c) How is this information provided?

17. Who will receive the bills for your service?

- Residential Customers Business Customers
 PATs providers PATs station end-users
 Hotels & motels Hotel & motel guests
 Universities Universities dormitory residents
 Other: (specify) _____.

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

(a) The application:

Name: Cheryl Lovelace

Title: Chief Operating Officer

Address: 1606 Nanette Court

City/State/Zip: Lake Worth, FL 33461

Telephone No.: 561 588 1121 Fax No.: 561 588 4474

Internet E-Mail Address: Chey@panamerican.ws

Internet Website Address: http://www.panamerican.ws

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

Name: Cheryl Lovelace
Title: Vice President Operations
Address: 2908 Jog Road
City/State/Zip: Greenacres, Florida 33463
Telephone No.: 561-588-1121 Fax No.: 561-588-4474
Internet E-Mail Address: chey@panamerican.ws
Internet Website Address: http://www.panamerican.ws

(c) Complaints/Inquiries from customers:

Name: Cheryl Lovelace
Title: Vice President Operations
Address: 2908 Jog Road
City/State/Zip: Greenacres, Florida 33463
Telephone No.: 561-588-1121 Fax No.: 561-588-4474
Internet E-Mail Address: chey@panamerican.ws
Internet Website Address: http://www.panamerican.ws

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 alternative local exchange company.

None

(c) is certificated to operate as an alternative local exchange company.

None

(d) has been denied authority to operate as an alternative local exchange company and the circumstances involved.

None

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

None

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

None

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

None

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

None

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.

None or 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 route specific rates per minute**

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

c. **MTS with statewide flat rates per minute (i.e. not distance sensitive)**

I. **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 25-24.485 (example enclosed).

23. Submit the following:

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

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.

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.*

- 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 25-24.485 (example enclosed).

23. Submit the following:

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

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.

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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.*

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.

THIS PAGE MUST BE COMPLETED AND SIGNED

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 a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

Cheryl Lonelace
Print Name

[Signature]
Signature

Chief Operations
Title

2/8/02
Date

561)588-1121 561)588-4474
Telephone No. Fax No.

Address: 1606 Nanette Ct
Lake Worth FL 33461

THIS PAGE MUST BE COMPLETED AND SIGNED

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:

Cheryl Lovelace
Print Name

[Signature]
Signature

COO
Title

2/8/02
Date

561) 588-1121
Telephone No.

561) 588-4474
Fax No.

Address: 1606 Nnette Ct
Lake Worth FL 33461

THIS PAGE MUST BE COMPLETED AND SIGNED

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 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:

<u>Cheryl Lovelace</u> Print Name	<u>[Signature]</u> Signature
<u>COO - Chief Operating Officer</u> Title	<u>2/8/07</u> Date
<u>561) 588-1121</u> Telephone No.	<u>561) 588-4474</u> Fax No.

Address: 1606 Nanette Ct
Lake Worth FL 33461

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has () 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?

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

UTILITY OFFICIAL:

Cheryl Lovelace
Print Name

[Signature]
Signature

COO
Title

2/8/02
Date

561) 588-1121
Telephone No.

561) 588-4474
Fax No.

Address: 1606 Nanette Ct
Lake Worth FL 33461

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

Cellular band "A" Privatization process in Venezuela.
 CANTV's Privatization process.
 SPRINTel de Venezuela's start up. (Private network for value added services with SPRINT).

**EPSON LATINAMERICA Inc. , Miami, USA. (Company own by EPSON AMERICA INC)
 EPSON VENEZUELA S.A., Caracas.**

Sept. 1981 - April 1990

President & General Director

In charge of strategic planning and development the market in Latin America with full P&L (Profit and Loss) responsibility. Responsible for the start up of the Latin-American Market achieving the following results:

Five (5) Joint Ventures in Mexico, Venezuela, Chile, Argentina and Costa Rica.

Five (5) Manufacturing Plants in Mexico, Argentina and Brazil (3).

Central Office in Miami, Florida. Responsible for the operation, Sales and Strategic planning in the entire region.

Liaison office in Sao Paulo, Brazil.

Establishment of sales and service operations in 23 countries in Latin America.

Total Revenues for	1981:	US\$	500,000.00	w/ 15 people
	1990:	US\$	200,000,000.00(consolidated)	w/350 people.

SEIJIRO YAZAWA IWAI C.A., Caracas.

July 1980 - Sept. 1981

Teleinformatics Manager.

Creation of the computer and informatics division. In charge of identifying and acquiring six different vendors and manufacturer's representatives for Venezuela. These include: EPSON, MAXELL, OKI, SORD, FUJI, etc. (all from Japan).

EDUCATION

Electronics Engineer, Television Specialization, Simon Bolivar University, Caracas 1980.

Candidate for an MBA, IESA, Caracas 1991 - 1993(1 semester left and thesis pending).

Executive Program, IESA, Caracas 1990.

Marketing Planning, IESA, Caracas 1988.

International Marketing and Sales Program, Epson America Inc., Los Angeles, 1981.

Marketing and Human Resources Management, Seiko-Epson, Tokyo, 1982.

Other Professional Experience

Member of the Board of Infosat . Caracas 1992 - 1994.

Member of the Board of Cycomm International, Canada 1993-1994.

Member of the Board of Arrendamientos Financieros, ARFINAN, 1990 -1993.

Founder and Chairman of the Board of ECS S.A. (Exclusive rep. ACER comp.) 1991-1993.

Member of the Marketing Board of Venamcham (Venezuelan-American Chamb.) - now.

Member of the Oil Chamber of Commerce 1995- now.

Languages: Fluent in English, Spanish, Portuguese and Vasc, working knowledge in French and Japanese.

Howard Vinik

Chief Financial Officer

Summary

Over 13 years of senior-level managerial experience with telecommunications and Internet companies, including 3 startups. Expertise in providing hands-on leadership and direction for corporate and business development, marketing/sales, human resources, and strategic development. Adept at identifying partner companies, negotiating and closing major contracts and deals including M&A transactions, as well as developing and monitoring business relationships at the highest levels. Exceptional communication skills, both oral and written. Highly experienced public speaker, published industry writer and interviewee. Award-winning innovator and creative dealmaker with a solid track record of building up companies.

Employment History

Broadband Services, Inc., Los Angeles, CA *1990 – present*

Board Director of leading cable TV and telecommunications contracting company with over 300 employees. *Served as President, 1990 – 1996.*

- Co-founded company performing technical services on behalf of NYSE listed video, voice and data providers, including ATT and Time Warner.
- Raised start-up capital and obtained financial backing of Royal Bank of Canada.
- Developed and oversaw implementation of nationwide marketing and operations plan.
- Negotiated and closed long and intermediate-term contracts with major blue chip cable TV operators, telcos, and broadband service providers, including Time Warner, Comcast, Cox, Century, Media One, ATT, and US West.
- Wrote two articles for International Cable, 1992.

ePills.com, Emeryville, CA *1998 – 2000*

Co-Founder and Vice Chairman of leading online drugstore, currently a public company (NASDAQ: HCEN).

- Established company's strategic vision and brought about the first merger of a content company and an e-tailer in the health sector.
- Secured start-up and operating capital, and identified and landed major health sector executives as board directors.
- Forged key multi million-dollar partnerships, including America Online and Bergen Brunswig Corporation.
- Negotiated \$2 million investment in company from Bergen Brunswig Corporation.
- Spearheaded corporate development, business development, strategic planning and marketing.
- Planned key role in organizational development, hiring and training of 29 employees.
- Identified Health Central as M&A candidate for ePills, and was instrumental in negotiating M&A transaction between the companies.

Z Auction, Los Angeles, CA

1996 – 1998

Co Founder and CEO of pioneering, high profile Web retailer.

- Launched company as first online auction on America Online.
- Won *PC Magazine Top 100 Websites* award, March 1997, first online auction award winner.
- Took revenues from zero to \$10 million in first year.
- Oversaw hiring, training and development of 32 employees.
- Raised over \$3 million in outside capital.
- Interviewed as industry spokesperson, *CNN*, June 1988.

Continental Cablevision, Los Angeles, CA

1987 – 1990

Director of Marketing

- Developed and implemented all acquisition and retention marketing programs including direct sales, telemarketing, TV, radio and print.
- Increased market penetration from 12% to 38%.
- Created and implemented company's first Spanish customer sales and marketing programs, subsequently used throughout Southern California.
- Excerpts from trade-related speaking engagements featured in *Multichannel News*, *Cable World*, and *Variety*, 1989.

Education

University of Michigan, Ann Arbor, MI

M.A. Public Policy Studies (Gerald Ford School of Public Policy), 1986

University of Michigan, Ann Arbor, MI

B.A. Economics, 1984

Languages

Fluent in Spanish. Knowledge of Dutch, French, Portuguese, and Japanese.

STATEMENT OF TECHNICAL CAPABILITY

The management of PanAmerican Telecom, Inc. has sufficient technical capability to provide and conduct technical maintenance due to many years of experience in the telecommunications industry. However, the Company will contract BellSouth Telecommunications, Inc. as the company that will provide technical maintenance to customers through the unbundled network elements (UNE) program.

EXHIBIT C Un-audited Interim Financial Statements

Panamerican Telecom, Inc.
01/30/01 Summary Balance Sheet
Accrual Basis As of January 31, 2002


Jan 31, 02

ASSETS

Current Assets	
Checking/Savings	54,364.05
Accounts Receivable	34,479.84
Other Current Assets	38,576.22
Total Current Assets	227,420.11
Fixed Assets	124,852.91
TOTAL ASSETS	252,273.02

LIABILITIES & EQUITY

Liabilities	
Current Liabilities	
Accounts Payable	11,364.38
Credit Cards	141.02
Other Current Liabilities	11,214.06
Total Current Liabilities	22,719.46
Long Term Liabilities	9,103.21
Total Liabilities	31,822.67
Equity	200,450.35
TOTAL LIABILITIES & EQUITY	232,273.02

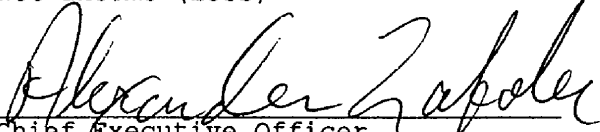

Chief Executive Officer


Chief Financial Officer

EXHIBIT C Un-audited Interim Financial Statements

PanAmerican Telecom, Inc.
Income Statement
For the Month Ended January 31, 2002

Revenue:		
Gross Sales	\$44,815.00	
Less: Sales Returns and Allowances		\$878.00
Net Sales	\$43,937.00	
Cost of Goods Sold:		
Beginning Inventory	\$6,594.00	
Add: Purchases	\$1,333.00	
Freight-in	\$37.00	
Direct Labor	\$6,000.00	
Indirect Expenses	\$0.00	
		\$13,964.00
Less: Ending Inventory	\$878.00	
Cost of Goods Sold		\$13,086.00
Gross Profit (Loss)		\$30,851.00
Expenses:		
Advertising	\$4,000.00	
Bad Debts	\$0.00	
Contract Labor	\$700.00	
Insurance	\$1,252.78	
Office Expenses	\$74.00	
Operating Supplies	\$147.19	
Payroll Taxes	\$1,980.00	
Permits and Licenses	\$0.00	
Postage	\$12.00	
Rent	\$2,321.66	
Telephone	\$762.00	
Utilities	\$168.00	
Vehicle Expenses	\$247.00	
Total Expenses		\$11,664.63
Net Operating Income		\$19,186.37
Other Income:		
Gain (Loss) on Sale of Assets	\$0.00	
Interest Income	\$0.00	
Total Other Income		\$0.00
Net Income (Loss)		\$19,186.37

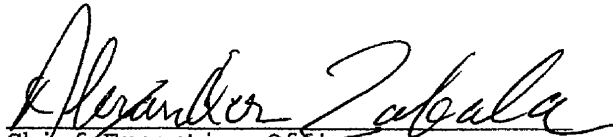

 Chief Executive Officer

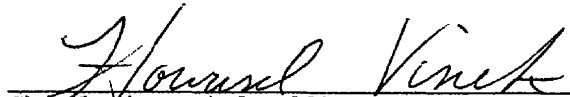

 Chief Financial Officer

EXHIBIT C Un-audited Interim Financial Statements

PanAmerican Telecom, Inc.
Statement of Retained Earnings
For period ending January 31, 2002
(in thousands)

Retained earnings, January 31, 2002		\$19
Prior period adjustment		0
Retained earnings, January 31, 2002, restated		19
Add: Net income		19
Less: Cash dividends	0	
Stock dividends	0	
Appropriation of retained earnings	0	
Retained earnings, January 31, 2002 - unappropriated		<u>\$19</u>


Chief Executive Officer


Chief Financial Officer

TITLE SHEET
FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by PanAmerican Telecom, Inc. ("PanAmerican"), with principal offices at 1606 Nanette Court, Lake Worth, Florida 33461. This tariff applies for telecommunications services furnished within the State of Florida, This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED DATE: February 11, 2002

EFFECTIVE DATE:

By:

Cheryl B. Lovelace, Chief Operating Officer
1606 Nanette Court

CHECK SHEET

The 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 and are currently in effect as of the date on the bottom right-hand side of this sheet.

SHEET	REVISION
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

ISSUED DATE: February 11, 2002

EFFECTIVE DATE:

By:

Cheryl B. Lovelace, Chief Operating Officer
1606 Nanette Court

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SECTION 2 – RULES AND REGULATIONS..... 8

SECTION 3 - DESCRIPTION OF SERVICE..... 15

SECTION 4 – RATES..... 19

ISSUED DATE: February 11, 2002

EFFECTIVE DATE:

By:

Cheryl B. Lovelace, Chief Operating Officer
1606 Nanette Court

SYMBOLS SHEET

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

D – Delete Or Discontinue

I – Change Resulting In A Reduction To A Customer's Bill

M – Moved From Another Price List 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

ISSUED DATE: February 11, 2002

EFFECTIVE DATE:

By: Cheryl B. Lovelace, Chief Operating Officer
1606 Nanette Court

TARIFF FORMAT

- A. **Sheet Numbering:** Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.
- B. **Sheet Revision Numbers:** Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.
- C. **Paragraph Numbering Sequence:** There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1
 - 2.1.1
 - 2.1.1.A
 - 2.1.1.A.1
 - 2.1.1.A.1. (a)
 - 2.1.1.A.1. (a) .I
 - 2.1.1.A.1. (a) .I. (i)
 - 2.1.1.A.1. (a) .I. (i). (1)
- D. **Check Sheets:** When a tariff filing is made with the 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 (Le., 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 on Commission file.

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Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

ISSUED DATE: February 11, 2002

EFFECTIVE DATE:

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SECTION 2 – RULES AND REGULATIONS**2.1 Undertaking of the Company**

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by PanAmerican Telecom, Incorporated for telecommunications between points within the State of Florida. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company, which fully identifies the Customer, the services requested and other information requested by the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use and Limitations of Services

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited. The use of the Company's services without payment for service or

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attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

- 2.2.4 The Company's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff subject to Section 2.5.1 herein.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company, except as ordered by the Commission.

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- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect , special, incidental , or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express or implied, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.4 Responsibilities of the Customer
- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide Company any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer f o r the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with the telephone network, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at the Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.
- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
 - 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
 - 2.5.1.B For violation of any of the provisions of this tariff,
 - 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or 2.5.1. D By reason of any order or decision

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of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain counties, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon verbal or written notice for the Company's standard month-to-month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage and be responsible for payment until the Customer or its agent notifies its local exchange carrier and changes its long distance carrier.
- 2.5.5 The Customer may terminate service upon verbal or written notice for the Company's bundled packages with a service term contract, but will be billed for the remainder of the unused term.

2.6 Credit Allowance - Interruption of Service

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.
- 2.6.3 The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of any monthly service charges for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B " - monthly charge for affected activity

2.7 **Deposit**

The Company does not require deposits.

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2.8 Advance Payments

The Company requires advance payments for recurring and non-recurring charges. This will be applied against the current months' charges. Each month a new advance payment will be collected.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date service becomes effective. Billing is payable on receipt.

2.9.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's equipment, exchange lines or facilities with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10 Collection Costs In the event the Company is required to initiate legal proceedings to collect any amounts due to Company for regulated services, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.12 Late Charge A late fee will be charged on any past due balances as set forth in Section 4.10 of this tariff.

2.13 Returned Check Charge A fee, as set forth in Section 4.6 of this tariff, will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

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2.14 The Company will provide service to a customer within the State of Florida.

2.15 Sale of Telecommunications Services to Uncertified IXCs Prohibited

Customers reselling or rebilling the Company's telecommunications services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the commission.

2.16 Reconnection Charge

A reconnection fee per occurrence as set forth in Section 4.12 of this tariff, will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

2.2 911 & Operator Services

As required by rule S.364.01 the Company shall provide access to operator services, 911 services and relay services for the hearing impaired.

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute, which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.
- 3.1.2 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. The Company uses the rate centers that are produced by BellSouth Communications Research in the NPA-NXX V&H Coordinates Tape and Bell's NECA Tariff No. 4.

Formula :

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

- 3.1.3 A Customer can expect a minimum call completion rate of not less than 90% during peak use periods for all FGD services ("1+" dialing).
- 3.1.4 Timing begins when the called party answers and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Timing for each call ends when either party hangs up.
- 3.14 The Company will not bill for uncompleted calls and billing increments are at one minute intervals.

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3.5.2 Travel Cards

The Customer utilizes a 14-digit “toll-free” access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.2 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888, 877 or other toll-free prefix number rings into a Customer’s premises routed to a specific telephone number or terminated over a dedicated facility.

3.5.3 International Calling Plan 1—Cuba Libre

This service plan provides local telephone service with the following features; call waiting, caller ID, voice mail and call forwarding. This plan also provides long-distance at 4.9¢ per minute flat rate on-peak and off-peak hours. The plan also offers unlimited dialup Internet access. The Company also provides with this package 100 minutes free calling to the country of Cuba. The price of the package is \$64.95 and requires the Customer to sign a one-year contract for service.

3.5.4 International Calling Plan 2—Voz Libre

This service plan provides local telephone service with the following features; call waiting, caller ID, voice mail and call forwarding. This plan also provides long-distance at 4.9¢ per minute flat rate on-peak and off-peak hours. The plan also offers unlimited dialup Internet access. The Company also provides with this package 100 minutes free calling to Mexico, Puerto Rico, Colombia, Venezuela, Guatemala and Honduras. The price of the package is \$59.95 and requires the Customer to sign a one-year contract for service.

3.5.5 Domestic Calling Plan 1—Voz America

This service plan provides local telephone service with the following features; call waiting, caller ID, voice mail and call forwarding. This also provides long-distance at 4.9¢ per minute flat rate on-peak and off-peak hours. The plan also offers unlimited dialup Internet access. The Company also provides with this package 250 minutes free domestic long-distance in the United States. The price of the package is \$39.95 and requires the Customer to sign a one-year contract for service.

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SECTION 4 – RATES**4.1 1+ & 101XXXX Dialing**

\$0.05 per minute

4.2 Basic Service**Rate**

\$25.00 Per Month, Unlimited Calls

4.3 Directory Assistance**Rate**

\$0.75 Each Call

4.4 Returned Check Charge

A charge of \$25.00

4.5 Rates Applicable for Hearing/Speech Impaired Persons

For intrastate toll messages which are communicated using a telecommunications device for the deaf (TDD) by properly certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, the rates shall be evening rates for daytime calls and night rates for evening and night calls. 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 non-relay 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 non-relay calls. Florida public Service Commission Rules and Regulations require the Company to provide the first 50 directory assistance calls initiated per billing cycle by handicapped persons free of charge.

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4.6 **Employee Concessions**

The Company offers employees free basic service and a payroll deduction for all non-regulated charges.

4.7 **Late Charge**

1.5% monthly or the amount otherwise authorized by law, whichever is lower.

4.8 **Reconnection Charge**

A reconnection charge of \$25.00 will be billed to a Customer that has been disconnected due to non-payment.

ISSUED DATE: February 11, 2002

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02003-03