

MILLER ISAR INC.

REGULATORY CONSULTANTS

7901 SKANSIE AVENUE,
SUITE 240
GIG HARBOR, WA 98335
TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
HTTP://WWW.MILLERISAR.COM

STACEY A. KLINZMAN

Via Overnight Delivery
December 20, 2002

Ms. Blanca Bayo
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

ORIGINAL

COMMISSION
CLERK

02 DEC 23 PM 12: 28

RECEIVED - FPSC

021259-77

Re: Convergia, Inc. - Application for Authority

Dear Ms. Bayo:

Enclosed for filing please find an original and four (4) copies of Convergia, Inc.'s ("Convergia") Application for Authority to provide interexchange telecommunications service throughout the State of Florida. Also enclosed is a check in the amount of \$250.00 in payment of the filing fee. This application is filed pursuant to my conversation with Florida Public Service Commission staff, Nancy Pruitt.

Convergia contemporaneously files a Motion for Protective Order at Appendix E, requesting confidential treatment of its financial statements, which are attached to the Application as Exhibit E, and are sealed in a manila envelope and labeled "Confidential." Convergia respectfully requests that its financial statements be viewed by Commission staff only in the discharging of its duties, and not be released to the public, consistent with Convergia's Motion, if granted.

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

Questions regarding this application may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

Stacey A. Klinzman
Stacey A. Klinzman
Director - Regulatory Compliance

Check received with filing and forwarded
to Fiscal for deposit. Fiscal to forward
deposit information to Records.

Initials of person who forwarded check

LB

cc: Elena Marciante, Convergia, Inc.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

02 DEC 23 AM 11: 50
Application + Motion
CONFIDENTIAL
DISTRIBUTION CENTER
13962 DEC 23 13963 DEC 23 02
FPSC-COMMISSION CLERK-COMMISSION CLERK

This confidentiality request was filed by or
for a "telco" for DN 1396302. No ruling
is required unless the material is subject to a
request per 119.07, FS, or is admitted in the
record per Rule 25-22.006(8)(b), F.A.C.

STACEY A. KLNZMAN

**MILLER
ISAR** INC.
REGULATORY CONSULTANTS

7901 SKANSIE AVENUE,
SUITE 240

GIG HARBOR, WA 98335

TELEPHONE: 253.851.6700

FACSIMILE: 253 851.6474

HTTP /WWW.MILLERISAR.COM

Via Overnight Delivery

December 20, 2002

Ms. Blanca Bayo
Director, The Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

021259-TT

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Questions regarding this application may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.


Stacey A. Klinzman
Director - Regulatory Compliance

cc: Elena Marciante, Convergia, Inc.

DOCUMENT NUMBER-DATE

13962 DEC 23 02

FPSC-COMMISSION CLERK

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

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

APPLICATION FOR AUTHORITY

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

1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched and dedicated access, prepaid and postpaid calling card 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 Convergia, Inc.

3. Applicant will be doing business as Convergia, Inc.

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

Convergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec
H9R 5C7 Canada

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 Canadian office.

6. Applicant proposes to provide resold interexchange services, including outbound 1+, toll free, and prepaid and postpaid calling cards. 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 British Virgin Islands on August 10, 2000. 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**.

11-14. Not applicable.

15. Applicant's Federal Employee Identification No. is 980347974.

16, 17. Applicant will be responsible for issuing customer 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

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

Mr. Cliff Rees
Convergia, Inc.
237 Hymus Blvd.
Point Claire, Quebec
H9R 5C7 Canada

18. (b) Continued

Telephone: 514.693.6300

Facsimile: 514.693.6354

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

Mr. Cliff Rees
Convergia, Inc.
237 Hymus Blvd.
Point Claire, Quebec
H9R 5C7

Telephone: 1.800.293.7778

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

(b) Applicant has applications pending in Indiana, Kentucky, Maine, Massachusetts, Nebraska, New York, North Dakota, Ohio and Rhode Island. Applicant will be applying for authority in all states except Alaska.

(c) Applicant is authorized to provide interexchange telecommunications services in Colorado, Iowa, New Hampshire, New Mexico, Michigan, Montana, New Jersey, North Carolina, Oregon, Utah, Virginia and Wisconsin.

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

19. (d)-(f), Continued:

On October 24, 2002, Applicant's certification was administratively cancelled in the State of Oregon for failure to comply with the Oregon Universal Service Requirements. The Company filed a petition with the Commission on October 29, 2002, maintaining that it had complied with the Commission's rules and regulations. The Commission rescinded the cancellation of Convergia's certificate on November 25, 2002, indicating that the Company is in compliance. Attached as **Exhibit F** is a copy of the final order from the Oregon Public Utility Commission.

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 to provide switched and dedicated one-plus, toll free, postpaid and prepaid calling card services throughout Florida.

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 senior management experience 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.

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.

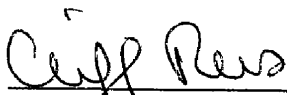
In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

(Signature next page)

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

Respectfully submitted this 1 day of December 2002.

Convergia, Inc.

By: 
Cliff Rees
President
237 Hymus Blvd.
Pointe Claire, Quebec
H9R 5C7 Canada

Telephone: 514.693.6300
Facsimile: 514.693.6354

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 Convergia, Inc.)
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
EXHIBIT F	PUBLIC UTILITY COMMISSION OF OREGON ORDER RECINDING CANCELLATION OF CERTIFICATE
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

EXHIBIT A

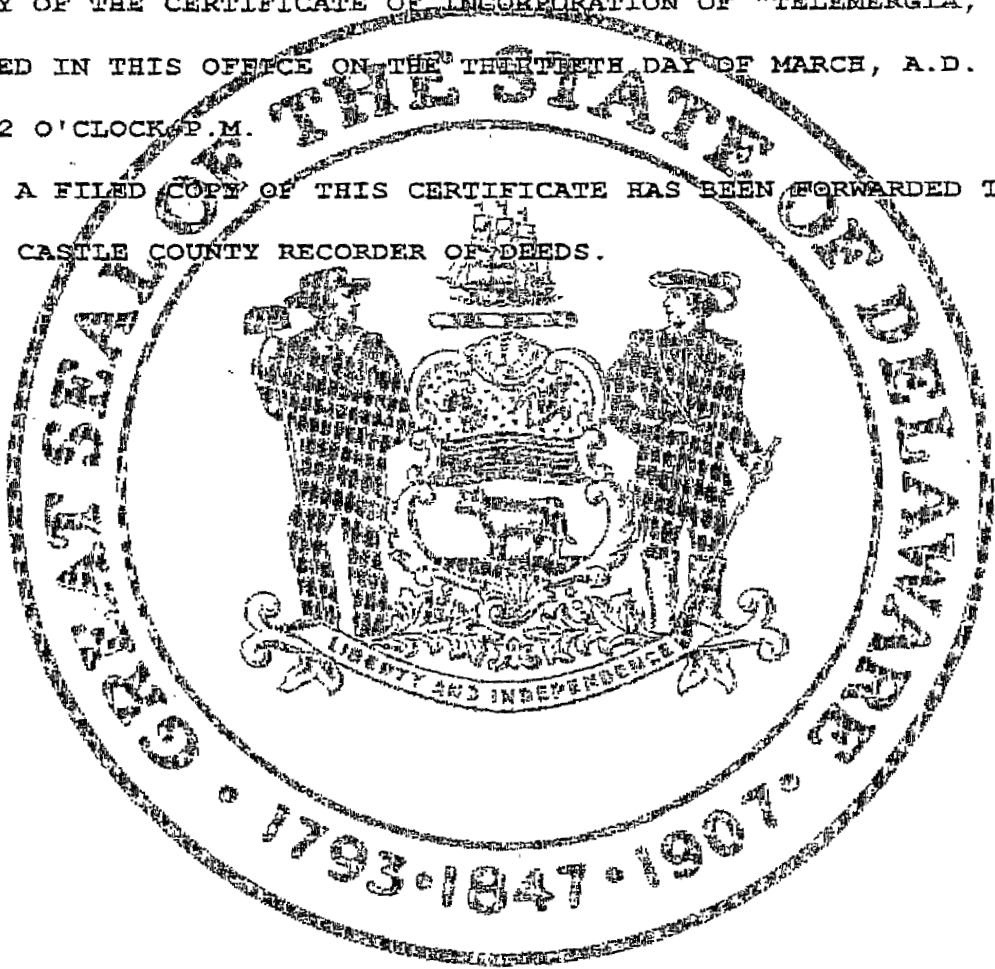
ARTICLES OF ORGANIZATION
(Attached)

State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "TELEMERGIA, INC.", FILED IN THIS OFFICE ON THE THIRTEETH DAY OF MARCH, A.D. 2000, AT 2 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

3199482 8100

001163350

AUTHENTICATION: 0352426

DATE: 03-31-00

FROM LATHAM & ATKINS WASH. DC #
(THU) 3. 30' 00 13:56/13:50/NO. 4261-783341 P 4

CERTIFICATE OF INCORPORATION

OF

TELEMERGIA, INC.

FIRST: The name of the corporation (hereinafter sometimes referred to as the "Corporation") is:

Telemergia, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 1209 Orange Street, New Castle County, Wilmington, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The aggregate number of all classes of shares which the Corporation shall have the authority to issue is three thousand (3,000) shares of common stock, with no par value.

No holder of shares of the Corporation of any class, now or hereafter authorized, shall have any preferential or preemptive right to subscribe for, purchase or receive any share of the Corporation of any class, now or hereafter authorized, or any options or warrants for such shares, or any rights to subscribe for or purchase such shares, or any securities convertible into or exchangeable for such shares, which may at any time or from time to time be issued, sold or offered for sale by the Corporation; provided, however, that in connection with the issuance or sale of any such shares or securities, the Board of Directors of the Corporation may, in its sole

FROM: LATHAM & WATKINS WASH. DC #4
(THU) 3. 30 '06 13:57/13:50/NO. 4261-783341 P 5

discretion, offer such shares or securities, or any part thereof, for purchase or subscription by the holders of shares of the Corporation, except as may otherwise be provided by this Certificate of Incorporation, as amended from time to time.

At all times, each holder of common stock of the Corporation shall be entitled to one vote for each share of common stock held by such stockholder standing in the name of such stockholder on the books of the Corporation.

FIFTH: The name and address of the Incorporator is as follows:

Jennifer A. Kate
Latham & Watkins
1001 Pennsylvania Avenue, NW
Suite 1300
Washington, D.C. 20004

SIXTH: In furtherance and not in limitation of the power conferred by statute, the Board of Directors is expressly authorized to make, alter or repeal the Bylaws of the Corporation.

SEVENTH: No director of the Corporation shall be liable to the Corporation or its stockholders for monetary damages for the breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involved intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware General Corporation Law, or (iv) for any transactions from which the director derived an improper personal benefit.

EIGHTH: Election of directors need not be by written ballot unless the Bylaws of the Corporation shall so provide.

NINTH: The Corporation reserves the right to amend, alter, change or repeal any provisions contained in this Certificate of Incorporation, in the manner now or hereafter

FROM LATHAM & ATKINS WASH DC #4
(THU) 3. 30' 00 13:57/13:50/NO. 4261783341 P 6

prescribed by the General Corporation Law of the State of Delaware. All rights conferred upon stockholders herein are granted subject to this reservation.

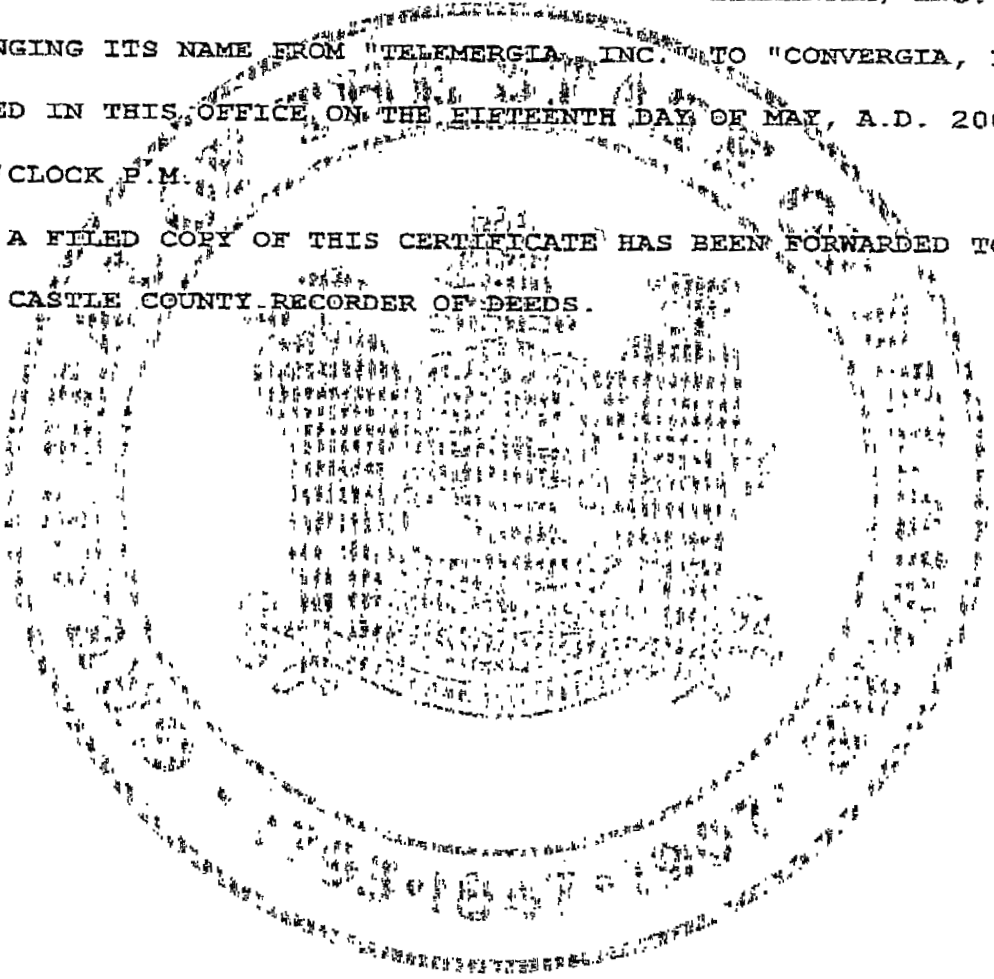
I, THE UNDERSIGNED, being the sole Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, do make this certificate, herein declaring and certifying that this is my act and deed and the facts herein stated are true, and accordingly have hereunto set my hand this 30th day of March, 2000.

Jennifer A. Kate
Jennifer A. Kate
Incorporator

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "TELEMERGIA, INC.", CHANGING ITS NAME FROM "TELEMERGIA, INC." TO "CONVERGIA, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF MAY, A.D. 2000, AT 6 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



Edward J. Freel

Edward J. Freel, Secretary of State

3199482 8100

001247330

AUTHENTICATION: 0439889

DATE: 05-16-00

**CERTIFICATE OF AMENDMENT
TO
CERTIFICATE OF INCORPORATION
OF
TELEMERGIA, INC.**

Pursuant to Section 241 of the General Corporation Law of the State of Delaware, Telemergia, Inc. (the "Corporation"), a Delaware corporation, hereby certifies that:

1. The Certificate of Incorporation of the Corporation is hereby amended by deleting Article FIRST and inserting in lieu thereof a new Article FIRST to read as follows:

FIRST: The name of the corporation (hereinafter sometimes referred to as the "Corporation") is:

Convergia, Inc.

2. The Board of Directors of the Corporation, by unanimous written consent, adopted and approved the foregoing amendment; and
3. The Corporation has not received any payment for stock to date.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed and executed in its corporate name by Mitchell Weinberg, its Secretary on this 15th day of May, 2000.

Telemergia, Inc.

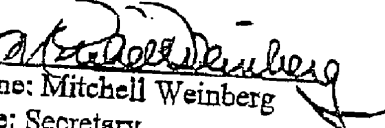
By: 
Name: Mitchell Weinberg
Title: Secretary

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by CONVERGIA, INC., a Delaware corporation, authorized to transact business within the State of Florida on March 8, 2002 as shown by the records of this office.

The document number of this corporation is F02000001223.



CR2EO22 (1-99)

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Eighth day of March, 2002

Katherine Harris

Katherine Harris
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT
BUSINESS IN FLORIDA

FILED
02 MAR -29 PM 14:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

- 1. Convergia, Inc.
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
- 2. Delaware 3. 98-0347974
(State or country under the law of which it is incorporated) (FEI number, if applicable)
- 4. March 13, 2000 5. Perpetual
(Date of incorporation) (Duration: Year corp. will cease to exist or "perpetual")
- 6. June 1, 2002
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)
- 7. 237 Hymus Boulevard, Pointe-Claire, Quebec H9R 5C7, Canada

(Current mailing address)

8. Any lawful act/activity for which corp. may be organized in Delaware and/or Florida including telecommunication service
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: C T Corporation System
Office Address: 1200 South Pine Island Road
Plantation, Florida, 33324
(Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

C T Corporation System
Amy Berletti
(Registered agent's signature)

AMY BERTELETTI
SPECIAL ASSISTANT SECRETARY

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

FILED
02 MAR -8 PM 4:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

A. DIRECTORS (Street address only - P.O. Box NOT acceptable)

Chairman: See Attached List.

Address: _____

Vice Chairman: _____

Address: _____

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS (Street address only - P.O. Box NOT acceptable)

President: _____

Address: _____

Vice President: _____

Address: _____

Secretary: _____

Address: _____

Treasurer: _____

Address: _____

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. Frederick Miller
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. CEO and Chairman of the Board Frederick H. Miller
(Typed or printed name and capacity of person signing application)

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "CONVERGIA, INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTH DAY OF MARCH, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3199482 8300

020158472

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 1656141

DATE: 03-08-02

CONVERGIA, INC. OFFICER AND DIRECTORS

BUSINESS ADDRESS LISTING

02 MAR - 8 PM 1: 29
 FILED
 SECRETARIAT OF STATE
 TALLAHASSEE, FLORIDA

Name	Title	Business Address
Frederick H. Miller	Chairman of the Board, CEO and a Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Alejandro Bitar	President and a Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Mitchell Weinberg	Secretary, Vice President, General Counsel	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Steve Roussos	CFO	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Robert G. Miller	Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Lorenzo Bitar	Director	237 Hymus Boulevard Pointe - Claire Quebec H9R 5C7 Canada
Marcellus Williamson	Director	555 11 th Street Suite 1000 Washington, D.C. 20008

EXHIBIT C

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

OF

Convergia, Inc.

237 Hymus Blvd., Pointe Claire, Quebec, Canada H9R 5C7

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by Convergia, Inc. 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: 237 Hymus Blvd., Pointe Claire, Quebec, Canada H9R 5C7.

Issued: December 23, 2002

Effective Date:

Issued By:

Cliff Rees
President

Convergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

CHECK SHEET

Sheets 1 through 29 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: December 23, 2002

Effective Date:

Issued By:

Cliff Rees
PresidentConvergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
Application of Tariff	6
Section	
1. Technical Terms and Abbreviations	7
2. Rules and Regulations	9
3. Description of Service	22
4. Rates	25

Issued: December 23, 2002

Effective Date:

Issued By:

Cliff Rees
President
Convergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

EXPLANATION OF SYMBOLS

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

Issued: December 23, 2002

Effective Date:

Issued By:

Cliff Rees
President
Convergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by and asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued: December 23, 2002

Effective Date:

Issued By:

Cliff Rees
President
Convergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate telecommunications services by Convergia, Inc. between various locations within the State of Florida.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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Issued By:

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

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

Called Station:

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

Calling Card:

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

Commission:

Florida Public Service Commission

Company:

Convergia, Inc. ("Convergia")

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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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.

Prepaid Calling Card:

A card issued by the Company permitting users to purchase a predetermined amount of access to the Company's long distance service prior to the use of Service(s). Also called a debit card.

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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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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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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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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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. LIMITATIONS OF LIABILITY WITH RESPECT TO PREPAID CALLING CARDS

2.5.1. In addition to the provisions of Section 2.4 above, the Company limits its liabilities with respect to Prepaid Calling Cards as follows:

- A. The Company makes no warranty, guarantee, representation, either express or implied, regarding the merchantability, accuracy, reliability, condition or fitness of the information provided in connection with the use of the Services.
- B. The Company will have no liability to Customer or any third party for claims that a Prepaid Calling Card or its PIN has been lost, stolen or fraudulently used. In no event will the Company be obligated to restore any Prepaid Calling Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Calling Card account which such Cardholder denies having made.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5 LIMITATIONS OF LIABILITY WITH RESPECT TO PREPAID CALLING CARDS, Continued

2.5.1 Continued

- C. If the Company issues a Prepaid Calling Card and the PIN will not access the Company's Service, the Company's sole liability will be the manufacturing and shipping costs associated with replacing such cards. This obligation is exclusive and is in lieu of all other warranties, express or implied, including but not limited to, any warranty of merchantability or fitness for a particular purpose. In no event will the Company be liable for special or consequential damages arising from the relationship or the conduct of business contemplated therein.
- D. If Company chooses to subcontract the printing of Prepaid Calling Cards, Company cannot be held liable for delays of delivery or any other problem(s) that are directly related to the subcontractor.
- E. Upon the Customer's receipt of Company Prepaid Calling Cards, the Customer will assume all risk of loss or misuse of such Prepaid Calling Cards.

2.6. 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE

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

2.7.2. 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.

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

A - outage time in hours

B - total monthly charge for affected utility

2.8. 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.

2.9. MINIMUM SERVICE PERIOD

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

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. PAYMENTS AND BILLING**

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.10.2. 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.
- 2.10.3. Billing is payable via check, wire transfer, credit card or automatic bank debit upon receipt and past due thirty (30) days after issuance and posting of invoice. Switched access Customers who request printed invoices will be charged a monthly recurring fee set forth in Section 4.3.3. Switched access Customers who request electronic bills will incur no fees. Bills not paid within thirty (30) days after the date of posting are subject to a payment charge for the unpaid balance, as set forth in Section 4.3.1., and may be subject to additional collection agency fees.
- 2.10.4. 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.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.293.7778. Customer service representatives are available from 8:00 AM to 8:00 PM Eastern Time. Messages may be left for Customer Services from 8:01 PM to 7:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.6. 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.
- 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

2.11. CANCELLATION BY CUSTOMER

- 2.11.1. Customer may cancel service by subscribing to another presubscribed interexchange carrier.
- 2.11.2. 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

2.11. CANCELLATION BY CUSTOMER, Continued

- 2.11.3. 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.

2.12. CANCELLATION BY COMPANY

- 2.12.1. 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

- 2.12.2. 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.
- 2.12.3. 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.
- 2.12.4. 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.

2.13. INTERCONNECTION

- 2.13.1. 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

2.13. INTERCONNECTION, Continued

2.13.2. 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.

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advanced payments.

2.15. CREDIT LIMIT

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

2.16. TAXES

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.

2.17. 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 for all services, unless otherwise provided in this Tariff, is six (6) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

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. CONVERGIA TELECOMMUNICATIONS SERVICES**

- 3.3.1. Company provides switched and dedicated access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.3.2. **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- 3.3.3. **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.3.4. **Calling Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.
- 3.3.5. **Prepaid Calling Card Service** is a discretionary, switched access service available to Customers via a toll-free number from any touchtone telephone in the United States. Customers purchase the Company's prepaid calling cards, which immediately enable users to place calls from any touchtone telephone, at the Company's tariffed rates.

Prepaid calling cards are available to end-users through purchase from either the Company or agents of the Company and may be obtained in various unit denominations with a per unit value.

Calls to 700, 800, 888, 900, and 950 numbers are not permitted with this Service.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. CONVERGIA TELECOMMUNICATIONS SERVICES, Continued****3.3.5. Prepaid Calling Card Service, Continued**

Calls may only be charged against the Prepaid Calling Card if there is a sufficient balance available to cover the cost of the call. Card balances will be depleted and reduced based upon Customer usage. Customers are informed five (5) minutes and one (1) minute before their account is depleted. When the balance of available time is depleted the call will be terminated. Cards are nonrefundable and will expire on the date specified on the card or by the carrier.

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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SECTION 4 - RATES

4.1. SERVICE CHARGES

Service charges per account are based on the following schedule:

4.1.1. Convergia Switched One Plus Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0190	\$0.0190

4.1.2. Convergia Dedicated One Plus Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0150	\$0.0150

4.1.3. Convergia Switched Toll-Free Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0190	\$0.0190

4.1.4. Convergia Dedicated Toll-Free Service

Initial Six (6) Seconds	Additional Six (6) Seconds
\$0.0150	\$0.0150

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.5. Convergia Postpaid Calling Card Service

Initial Sixty (60) Seconds	Additional Sixty (60) Seconds
\$0.19	\$0.19

4.1.6. Convergia Prepaid Calling Card Service

Initial Sixty (60) Seconds	Additional Sixty (60) Seconds
\$0.19	\$0.19

4.2. SPECIAL RATES FOR THE HANDICAPPED

4.2.1. Directory Assistance

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.2.2. Hearing and Speech Impaired Persons

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

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SECTION 4 – RATES, Continued

4.2 SPECIAL RATES FOR THE HANDICAPPED, Continued

4.2.3. Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the calls shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call.

The above discounts apply only to time-sensitive elements of a charge for a call and shall not apply to per call charges such as a credit card surcharge.

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237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

SECTION 4 – RATES, Continued

4.3. MISCELLANEOUS FEES AND SURCHARGES

4.3.1. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on 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.

4.3.3. Printed Billing Monthly Fee

Customers who request a printed bill will be assessed a \$1.99 monthly recurring charge.

4.3.4. Toll Free Number Directory Listing Fee

Customers who subscribe to the Company’s toll free service and would like their toll free numbers listed in toll free directory assistance will be charged the following fees:

Non-recurring directory fee:	\$15.00
Monthly recurring directory fee:	\$15.00

4.3.5. Rates for Installation of Dedicated Facilities

Rates for installation of dedicated facilities, and recurring charges associated with such facilities, are included with the Company’s interstate service offerings and may be obtained by contacting Customer Service at 800.293.7778.

Issued: December 23, 2002

Effective Date:

Issued By:

Cliff Rees
President
Convergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

SECTION 4 – RATES, Continued

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.

Issued: December 23, 2002

Effective Date:

Issued By:

Cliff Rees
President
Convergia, Inc.
237 Hymus Blvd.
Pointe Claire, Quebec, Canada H9R 5C7

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

SENIOR MANAGEMENT EXPERIENCE

The current Convergía management team is comprised of business professionals who bring a global vision and deep resources to Convergía.

Cliff Rees, President of North America and COO of Convergía, has been in the telecommunications industry for 13 years. He was founder and CEO of Telegroup, Inc., which grew to \$300 million in sales in 1998 and had operations in over 40 countries. He then serviced as Executive Vice President and then President, North America, for World Access, Inc., until joining Convergía in November 2001.

Frederick H. Miller, CEO and Chairman, obtained his MBA degree from Georgetown University and is a member of the California bar.

Alejandro Bitar, President, received his MBA from Georgetown University. Mr. Bitar, who is from Peru, has significant political and business relationships in Latin America and its associated U.S. community. Mr. Bitar is the executive responsible for the management of Convergía's local partnerships in Latin America.

Steve Roussos, CFO, has senior financial management experience with Future Electronics as well as a successful professional record in public accounting. Mr. Roussos is a Chartered Accountant as well as a CFE.

Mitchell Weinberg, General Counsel, is a bar member with the Law Society of Upper Canada, holding a Bachelors Degree in Civil Law and Common Law.

Lorenzo Bitar, Director of Latin American Operations, holds a law degree from the Universidad de Chile. Mr. Bitar brings a wealth of business experience accumulated over the last 40 years. Mr. Bitar has founded and served as President in multiple successful companies in Chile, Peru, Ecuador and Venezuela. Mr. Bitar also serves on the Board of a number of companies in Peru and Chile.

Guy Langevin Corporate Vice President of WorldWide Operations for Future Electronics, is a member of Convergía's Board and a special advisor. Mr. Langevin has had extensive experience in the telecommunications industry from both a network operations and business operations perspective. Notably, he built SITA's operations in North America and the Caribbean. Mr. Langevin holds an engineering degree as well as a Master's Degree in Project Management.

Robert Miller, CEO and sole owner of Future Electronics, is a member of Convergía's Board. Future Electronics is a global \$3.5 billion electronics distributor, with 220 offices in 35 countries. In addition to Mr. Miller's successful career in distribution, he is one of two owners of Miromar Development, a \$200 Million real estate company.

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.

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application)
of Convergia, Inc. for Original)
Authority to Provide Interexchange) Docket No. _____
Telecommunications Services)
Services Within the State of Florida)

MOTION FOR PROTECTIVE ORDER

Convergia, Inc. ("Applicant"), pursuant to Rule 25-22.006(5)(a) of the Florida Administrative Code hereby moves for a Protective Order from the Florida Public Service Commission. This Motion pertains to confidential financial statements (hereinafter, "Proprietary Documents") submitted with Applicant's Application for Original Authority to Provide Interexchange Telecommunications Services in the above-captioned matter.

In support of its motion, Applicant states as follows:

JUSTIFICATION

The material contained within the Proprietary Documents comprise highly confidential financial information that would be of significant benefit to competitors. By reviewing its financial information, competitors could determine the extent of Applicant's operations, which could cause significant and possibly irreparable harm to Applicant.

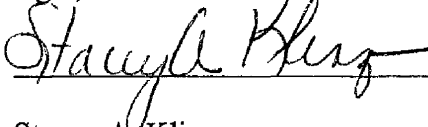
The information contained within the Proprietary Documents is of no benefit to the general public. Release of the information contained within the Proprietary Documents to competitors or potential competitors could cause irreparable and continuing financial and operational harm to the Applicant. The protection sought herein is consistent with relief granted to other applicants under similar circumstances in past proceedings.

CONCLUSION

WHEREFORE, Applicant respectfully submits that there is substantial basis for restricting public disclosure of its financial statements, and therefore, requests that the Proprietary Documents be withheld from public inspection.

Respectfully submitted this 20th day of December, 2002

Convergia, Inc.

By:  _____

Stacey A. Klinzman

Miller Isar, Inc.

7901 Skansie Avenue, Suite 240

Gig Harbor, Washington 98335

Telephone: 253.851.6700

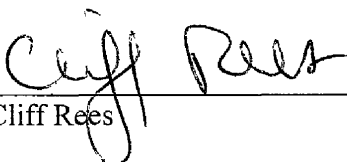
Facsimile: 253.851.6474

Applicant's Regulatory Consultants

VERIFICATION OF FINANCIAL STATEMENTS

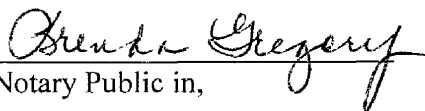
STATE OF IOWA)
) ss.
COUNTY OF JEFFERSON)

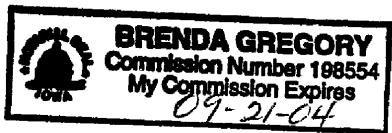
I, Cliff Rees, being first duly sworn and deposed, state that I am President of Convergia, Inc., Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on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



Cliff Rees

Subscribed and sworn to before me this 15 day of November 2002.


Notary Public in,



~~residing at:~~

My Commission Expires: 09-21-04

CONFIDENTIAL

Financial Statements

EXHIBIT F

**PUBLIC UTILITY COMMISSION OF OREGON ORDER
RESCINDING CANCELLATION OF CERTIFICATE
(Attached)**

ORDER NO. 02-831

ENTERED NOV 25 2002

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

CP 1036

In the Matter of)

CONVERGLA INC.,)

Application for a Certificate of Authority)
to Provide Telecommunications Service in)
Oregon and Classification as a Competitive)
Provider.)

ORDER

DISPOSITION: CANCELLATION ORDER RESCINDED

On April 8, 2002, the Commission granted a certificate of authority to Convergla Inc. (Convergla) to provide telecommunications service in Oregon as a competitive provider. See Order No. 02-254. Oregon telecommunications providers are required to provide requested information to the Commission. After investigation, the Commission found that Convergla failed to comply with Oregon Universal Service Fund requirements per ORS 759.425. At the October 15, 2002, public meeting, the Commission determined that Convergla's certificate of authority should be canceled. Convergla's certificate of authority was canceled in Order No. 02-754.

On October 29, 2002, Convergla filed a request to suspend Order No. 02-754, claiming that it had complied with the Commission's rules and regulations. A review of the Commission's records indicates that Convergla filed the requested information on October 29, 2002.

The information sent by Convergla to the Commission was late. However, the information has been received and it indicates Convergla is providing telecommunications service in Oregon. Under the circumstances, the cancellation of Convergla's certificate should be rescinded.

ORDER NO. 02-831

ORDER

IT IS ORDERED that Order No. 02-754 canceling the certificate of authority of Convergia, Inc., is rescinded.

---Made, entered, and effective NOV 25 2002





John Savage
Director
Utility Program

A party may request rehearing or reconsideration of this order pursuant to ORS 756.561. A request for rehearing or reconsideration must be filed with the commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-014-0095. A copy of any such request must also be served on each party to the proceeding as provided by OAR 860-013-0070(2). A party may appeal this order to a court pursuant to applicable law.

APPENDIX A

APPLICANT ACKNOWLEDGEMENT STATEMENT
(Attached)

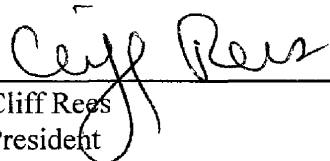
APPLICANT ACKNOWLEDGMENT STATEMENT

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 1 day of December 2002.

Convergia, Inc.

By:


Cliff Reas
President
237 Hymus Blvd.
Pointe Claire, Quebec
H9R 5C9 Canada

Telephone: 514.693.6300
Facsimile: 514.693.6354

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 1 day of December 2002.

Convergia, Inc.

By:



Cliff Rees
President

237 Hymus Blvd.
Pointe Claire, Quebec
H9R 5C7 Canada

Telephone: 514.693.6300

Facsimile: 514.693.6354

APPENDIX D

CURRENT FLORIDA INTRASTATE SERVICES
(Attached)

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 1 day of December 2002.

Convergia, Inc.

By:



Cliff Rees
President

237 Hymus Blvd.
Pointe Claire, Quebec
H9R 5C7

Telephone: 514.693.6300

Facsimile: 514.693.6354

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 1 day of December 2002.

Convergia, Inc.

By:



Cliff Rees
President
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H9R 5C7 Canada

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