

ORIGINAL 060380-TX

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06 MAY -8 PM 1:41

COMMISSION CLERK

**JAGER Corp**  
**Communications Consultants**  
13810 SW 104 Terrace  
Miami, Florida 33186  
Tel: 305.215.0045  
Fax: 786.363.1172  
jagercorp@hotmail.com

May 3, 2006

**Via U.S. Certified Mail**

Mrs. Blanca Bayo  
Florida Public Service Commission  
Division of Commission Clerk and Administrative Services  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

Re: **J C Telecommunication Co., LLC - Document No. M02000002048**

Dear Ms. Bayo:

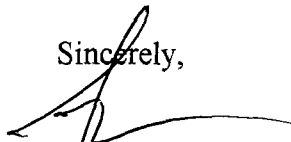
Enclosed please find an original and five copies of J C Telecommunication Co., LLC signed CLEC application and the accompanying five copies of the proposed local services tariff and a check in the amount of \$400.00 to cover the fee for this application.

Kindly acknowledge the receipt of this filing by date stamping the extra copy of this letter and returning it in the enclosed self-addressed stamped envelope provided for your convenience.

If you have any questions regarding this Application, please do not hesitate to contact me directly at (305) 215.0045.

Thank you for your assistance in this regard.

Sincerely,



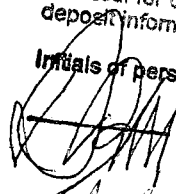
Angel Leiro  
Regulatory Consultant

*Original Tariff forwarded to CUP.*


Cc: Juan Carlos Oliva - J C Telecommunication Co., LLC

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

Initials of person who forwarded check:



RECEIVED & FILED

  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER 04056  
MAY -8 8  
FPSC-COMMISSION CLERK

**FLORIDA PUBLIC SERVICE COMMISSION**  
**DIVISION OF COMPETITIVE MARKETS AND ENFORCEMENT**  
**APPLICATION FORM**  
**for**  
**AUTHORITY TO PROVIDE COMPETITIVE LOCAL EXCHANGE**  
**TELECOMMUNICATIONS COMPANY SERVICE**  
**WITHIN THE STATE OF FLORIDA**

---

**Instructions**

- A. This form is used as an application for an original certificate and for approval of sale, assignment or transfer of an existing certificate. In the case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Page 8).
- B. Print or type all responses to each item requested in the application. If an item is not applicable, please explain.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. Once completed, submit the original and two (2) copies of this form along with a non-refundable application fee of **\$400.00** to:

**Florida Public Service Commission**  
**Division of the Commission Clerk and Administrative Services**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6770**

- E. A filing fee of **\$400.00** is required for the sale, assignment or transfer of an existing certificate to another company (Chapter 25-24.815, F.A.C.).
- F. If you have questions about completing the form, contact:

**Florida Public Service Commission**  
**Division of Competitive Markets and Enforcement**  
**2540 Shumard Oak Blvd.**  
**Tallahassee, Florida 32399-0850**  
**(850) 413-6600**

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 rather than apply for a new certificate.

**Approval of assignment of existing Certificate:** Example, a certificated company purchases an existing company and desires to retain the existing certificate of authority and tariff.

2. Name of company: J C Telecommunication Co., LLC

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

J C Telecommunication Co., LLC

4. Official mailing address:

Street/Post Office Box: 3403 NW 82 Avenue, Ste 103  
City: Doral  
State: Florida  
Zip: 33122

5. Florida address:

Street/Post Office Box: 3403 NW 82 Avenue, Ste 103  
City: Doral  
State: Florida  
Zip: 33122

6. Structure of organization:

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

7. **If individual**, provide:

Name:  
Title:  
Street/Post Office Box:  
City:  
State:  
Zip:  
Telephone No.:  
Fax No.:  
E-Mail Address:  
Website Address:

8. **If incorporated in Florida**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: N/A

9. **If foreign corporation**, provide proof of authority to operate in Florida. The Florida Secretary of State corporate registration number is: M02000002048

10. **If using fictitious name (d/b/a)**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida. The Florida Secretary of State fictitious name registration number is: N/A

11. **If a limited liability partnership**, please proof of registration to operate in Florida. The Florida Secretary of State registration number is: N/A

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

Name:  
Title:  
Street/Post Office Box:  
City:  
State:  
Zip:  
Telephone No.:  
Fax No.:  
E-Mail Address:  
Website Address:

13. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable. The Florida registration number is: N/A

14. Provide **F.E.I. Number**(if applicable): 75-3074143

15. Who will serve as liaison to the Commission in regard to the following?

(a) The application:

Name: Angel Leiro  
Title: Consultant  
Street name & number: 13810 SW 104 Terrace  
Post office box:  
City: Miami  
State: Florida  
Zip: 33186  
Telephone No.: 305-215-0045  
Fax No.: 786-363-1172  
E-Mail Address: jagercorp@hotmail.com  
Website Address: n/a

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

Name: Juan Carlos Oliva  
Title: Director  
Street name & number: 3403 NW 82 Avenue  
Post office box:  
City: Miami  
State: Florida  
Zip: 33122  
Telephone No.: 305-597-8257  
Fax No.: 305-597-8258  
E-Mail Address: joliva@jctelecomm.com  
Website Address: jctelecomm.com

(c) Complaints/Inquiries from customers:

Name:  
Title:  
Street/Post Office Box:  
City:  
State:  
Zip:  
Telephone No.:  
Fax No.:  
E-Mail Address:  
Website Address:

16. List the states in which the applicant:

(a) has operated as a Competitive Local Exchange Telecommunications Company.

Applicant has not operated as a Competitive Local Exchange Telecommunications Company in any other state prior to this application.

(b) has applications pending to be certificated as a Competitive Local Exchange Telecommunications Company.

Applicant has no other applications pending in any other state to be certified as a Competitive Local Exchange Telecommunications Company.

(c) is certificated to operate as a Competitive Local Exchange Telecommunications Company.

Applicant is not currently certificated to operate as a Competitive Local Exchange Telecommunications Company in any other state.

(d) has been denied authority to operate as a Competitive Local Exchange Telecommunications Company and the circumstances involved.

Applicant has never been denied authority to operate as a Competitive Local Exchange Telecommunications Company.

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

Applicant has never had regulatory penalties imposed for violations of statutes in any state.

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

Applicant has not been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

17. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(a) adjudged bankrupt, mentally incompetent (and not had his or her competency restored), or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, provide explanation.

NO

(b) granted or denied a competitive local exchange certificate in the State of Florida (this includes active and canceled competitive local exchange certificates). If yes, provide explanation and list the certificate holder and certificate number.

NO

(c) an officer, director, partner or stockholder in any other Florida certificated or registered telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

NO

18. Submit the following:

(a) Managerial capability: resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

(b) Technical capability: 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: applicant's audited financial statements for the most recent three (3) years. If the applicant does not have audited financial statements, it shall so be stated. 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.

**THIS PAGE MUST BE COMPLETED AND SIGNED**

**REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee. Regardless of the gross operating revenue of a company, a minimum annual assessment fee, as defined by the Commission, is required.

**RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's rules and orders relating to the provisioning of competitive local exchange telecommunications company (CLEC) service in Florida.

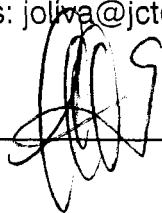
**APPLICANT ACKNOWLEDGEMENT:** By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide competitive local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

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

Company Owner or Officer

Print Name: Juan Carlos Oliva  
Title: Director  
Telephone No.: 305-597-8257  
E-Mail Address: joliva@jctelecomm.com

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

05/03/06



**CERTIFICATE SALE, TRANSFER,**  
**OR**  
**ASSIGNMENT STATEMENT**

As current holder of Florida Public Service Commission Certificate Number \_\_\_\_\_, I have reviewed this application and join in the petitioner's request for a

- sale
- transfer
- assignment

of the certificate.

**Company Owner or Officer**

Print Name:  
Title:  
Street/Post Office Box:  
City:  
State:  
Zip:  
Telephone No.:  
Fax No.:  
E-Mail Address:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**

**No. 8**

**Certificate of Authority (Florida)**

# State of Florida



## Department of State

I certify from the records of this office that J C TELECOMMUNICATION CO., LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on August 6, 2002.

The document number of this limited liability company is M02000002048.

I further certify that said limited liability company has paid all fees due this office through December 31, 2005, that its most recent annual report was filed on April 7, 2005, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirty-first day of January, 2006



CR2EO22 (01-06)

*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by J C TELECOMMUNICATION CO., LLC, a Delaware limited liability company, authorized to transact business within the state of Florida on August 6, 2002, as shown by the records of this office.

The document number of this limited liability company is M02000002048.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Thirty-first day of January, 2006



CR2EO22 (01-06)

*Sue M. Cobb*  
Sue M. Cobb  
Secretary of State

H02000178795

# APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS  
SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT  
BUSINESS IN THE STATE OF FLORIDA:

02 APR 08 - 6 PM 3:32  
FILED  
STATE  
MIAMI, FLORIDA

1. J C Telecommunication CO., LLC

2. Delaware

(jurisdiction under the law of which foreign limited liability company is organized)

3. 75-3074143

(FEI number, if applicable)

4. July 25, 2002

(Date of Organization)

5. perpetual unless earlier dissolved under applicable law

(Duration: Year limited liability company will cease to exist or "perpetual")

6. upon filing of this application

(Date first transacted business in Florida. (See sections 608.501, 608.502, and 617.155, F.S.))

7. 6395 SW 24th Street

Miami, FL 33155-1928

(Street address of principal office)

8. If limited liability company is a manager-managed company, check here

9. The name and usual business addresses of the managing members or managers are as follows:

Juan Carlos Oliva 767 East 56th Street Hialeah FL 33013

Juvencal Pina 14535 SW 24th Street Miami FL 33183

Corporate Creations International Inc.  
941 Fourth Street #200  
Miami Beach FL 33139  
(305) 672-0686

H02000178795

H02000176785

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized.

11. Nature of business or purposes to be continued or promoted in Florida:  
Telecommunications

Signature of a member or manager listed in Article 9.



Juan Carlos Oliva, Manager  
by S.T. Samuel as attorney-in-fact

Date: 8/5/2002

FILED  
AUG -6 PM 3:32  
CLERK OF STATE  
TALLAHASSEE, FLORIDA

Corporate Creations International Inc.  
941 Fourth Street #200  
Miami Beach FL 33139  
(305) 672-0686

H02000176785

H02000176795

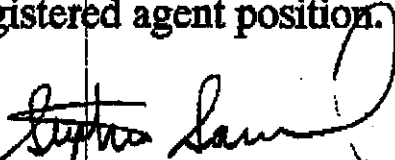
**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/OFFICE**

**FILED**  
02 AUG -6 PM 3:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**LIMITED LIABILITY COMPANY:**  
**J C Telecommunication CO., LLC**

**REGISTERED AGENT/OFFICE:**  
**Corporate Creations Network Inc.**  
**941 Fourth Street**  
**Miami Beach FL 33139 UNITED STATES**

I agree to act as registered agent to accept service of process for the company named above at the place designated in this certificate. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



Corporate Creations Network Inc.  
Stephen T. Samuel, Vice President

Date: August 5, 2002

Corporate Creations International Inc.  
941 Fourth Street #200  
Miami Beach FL 33139  
(305) 672-0686

H02000176795

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# Delaware

*The First State*

I, HARRIS SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "J C TELECOMMUNICATION CO., LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SECOND DAY OF AUGUST, A.D. 2002.

FILED  
02 AUG -6 PM 3:32  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA



*Harris Smith Windsor*  
Harris Smith Windsor, Secretary of State  
AUTHENTICATION: 1917615

3551512 830  
020493155

DATE: 08-02-02



**COMPOSITE EXHIBIT "B"**

**Nos. 18A and 18B**

**Managerial and Technical Qualifications**

**In Re: Application of J C Telecommunication Co., LLC for Authorization to Provide Competitive Local Exchange Service within the State of Florida.**

**Application No. 18A and B**

Juan Carlos Oliva:

Mr. Oliva is founder of J C Telecommunication Co., LLC and currently serves as its Managing Member.

Over the last several years Mr. Oliva has personally overseen the management; operation and network design as-well-as selected the switching facilities and developed the sales and marketing divisions of other telecommunications carriers. Mr. Oliva has extensive experience overseeing critical aspects of the retail and wholesale operation of a telecommunications company technically and managerially.

Additionally, Mr. Oliva has extensive experience in the development and operation of new and advanced telecommunication networks such as VoIP (voice over internet protocol). He has developed relationships with various wholesale and retail carriers for the purchase and deployment of core services for the provision of advanced communications infrastructures. His responsibilities also included the purchase of switching equipment, the development of point of sale materials, and billing and collections policies and procedures.

Mr. Oliva has advanced hands-on technical experience and training along with a strong managerial background in the operation and management of a telecommunications network that will provide the necessary stability to succeed in this rapidly changing commercial environment.

**COMPOSITE EXHIBIT "B"**

**Page 1 of 3**

**In Re: Application of J C Telecommunication Co., LLC Authorization to Provide Competitive Local Exchange Service within the State of Florida.**

**Application No. 18A**

Ivan Nava:

Mr. Nava brings with him extensive domestic and international engineering, network design and management experience in the telecommunications and banking fields. He is also well versed in the areas of Project Management and Business Development in technologically changing environments.

Mr. Nava has served as Support Engineer/Project Manager for ANEW Broadband/CIMA Telecom; Associate Director for World Leading/IDC; IT and Telecommunications Director for CADAPE (Venezuela); Operations and Engineering Director for COMSAT Venezuela/Lockheed Martin as-well-as other mutli-national organizations.

Mr. Nava has an impressive resume of International Assignments including PepsiCo WiFi International LAN Deployment; Security Deployment for Latin American Companies; GTE and Subsidiaries Project Leader to name a few.

He has been a speaker for International Telecommunications and Billing Conferences in London, (UK) and Sintra, Portugal and has published several telecommunications related articles in media such as GTE International Telecom Magazine; BYTE Magazine; MCI/AT&T Magazine an others.

Mr. Nava also holds a BA in Science in Electrical Engineering and a Masters degree in IT and Telecom Management. He is also a professor of Math and Instructor in Telecommunications and Information Systems.

**COMPOSITE EXHIBIT "B"**

**Page 2 of 3**

**In Re:Application of J C Telecommunication Co., LLC for Authorization to Provide Competitive Local Exchange Service within the State of Florida.**

Application No. 18A and B

Juan Carlos Oliva, Jr.

Mr. Oliva currently serves as technical director for J C Telecommunication Co., LLC., and is directly responsible for the management and deployment of network related software and hardware.

In this capacity, Mr. Oliva develops and maintains new and creative ways to provide services to its customers. Mr. Oliva will manage a team of engineers and back office support staff that will be responsible for auditing and billing wholesale carrier and retail services and operating and maintaining the network 24 hours a day, 7 days a week.

Additionally, Mr. Oliva has extensive experience in the development and operation of new and advanced telecommunication networks such as VoIP (voice over internet protocol). He has assisted in the development of relationships with various wholesale and retail carriers for the purchase and deployment of core services for the provision of advanced communications infrastructures.

**COMPOSITE EXHIBIT "B"**

**Page 3 of 3**

**EXHIBIT "C"**

**No. 18 C**

**Financial Capability**

**PROJECTED**

**BALANCE SHEET / PROFIT AND LOSS**

RAFAEL E GONZALEZ CPA  
Certified Public Accountant  
6961 MIAMI LAKEWAY SO  
MIAMI LAKES, FL 33014

April 26, 2006

JUAN OLIVA & JUVENAL PINA PARTNERS  
J C TELECOMMUNICATION CO LLC  
3403 NW 82 AVE S-103  
MIAMI, FL 33122

I have compiled the accompanying balance sheet of J C TELECOMMUNICATION CO LLC (A FLORIDA PARTNERSHIP) as of DECEMBER 31, 2005, and the related statement of income for the TWELVE MONTHS then ended, in accordance with statements on standards for accounting and review services issued by the American Institute of Certified Public Accountants.

A compilation is limited to presenting in the form of financial statements information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures and the statement of changes in financial position required by generally accepted accounting principles. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and changes in financial position. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The owners of the partnership are taxed on their proportionate share of the Company's taxable income. Therefore, no provision or liability for Federal income taxes and no RETAINED EARNINGS has been included in these financial statements.

  
RAFAEL E GONZALEZ CPA

**J C TELECOMMUNICATION CO LLC**  
**Balance Sheet**  
As of December 31, 2005

	Dec 31, 05
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Colonial Bank	104.64
Commerce Bank	-1,354.89
<b>Total Checking/Savings</b>	<b>-1,250.25</b>
<b>Other Current Assets</b>	
Loan-Ascend Voip Corp	1,600.00
Deposits-Rent	4,747.20
<b>Total Other Current Assets</b>	<b>6,347.20</b>
<b>Total Current Assets</b>	<b>5,096.95</b>
<b>Fixed Assets</b>	
Office Furniture	1,087.25
Machinery & Equipment	29,934.63
Accumulated Depreciation	-16,504.99
<b>Total Fixed Assets</b>	<b>14,516.89</b>
<b>TOTAL ASSETS</b>	<b>19,613.84</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Loan-Evelio Rosell	12,000.00
Loan Telecom Escrow	8,630.21
<b>Total Other Current Liabilities</b>	<b>20,630.21</b>
<b>Total Current Liabilities</b>	<b>20,630.21</b>
<b>Total Liabilities</b>	<b>20,630.21</b>
<b>Equity</b>	
Partner-J C Oliva	
Equity-J C Oliva	18,453.25
Partner Loan-J C Oliva	-54,264.91
<b>Total Partner-J C Oliva</b>	<b>-35,811.66</b>
Partner-J Pina	
Equity-J Pina	33,613.86
Partner Loan-J Pina	-80,139.29
<b>Total Partner-J Pina</b>	<b>-46,525.43</b>
Net Income	81,320.72
<b>Total Equity</b>	<b>-1,016.37</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>19,613.84</b>



6:00 PM  
02/01/06  
Accrual Basis

# J C TELECOMMUNICATION CO LLC

## Profit & Loss

January through December 2005

	Jan - Dec 05
<b>Ordinary Income/Expense</b>	
<b>Income</b>	
Telecommunication Income	1,406,020.29
<b>Total Income</b>	<b>1,406,020.29</b>
<b>Cost of Goods Sold</b>	
Telecommunication Expenses	1,086,166.20
Other Telecommunication Exp	172,205.69
<b>Total COGS</b>	<b>1,258,371.89</b>
<b>Gross Profit</b>	<b>147,648.40</b>
<b>Expense</b>	
Bank Charges	1,864.35
CONTRACT LABOR-OLIVA JR	7,455.00
Commissions	7,095.00
Depreciation Expense	6,204.36
Office Expense	2,381.48
Public Relations	686.07
Professional Fees	1,395.00
Rent Office	24,615.28
Taxes-Licenses	1,904.26
Telephone	3,284.05
Telephone Cellular	4,132.00
Internet	632.26
Travel	4,678.57
<b>Total Expense</b>	<b>66,327.68</b>
<b>Net Ordinary Income</b>	<b>81,320.72</b>
<b>Net Income</b>	<b>81,320.72</b>

# J C TELECOMMUNICATION CO LLC

## Balance Sheet

As of December 31, 2004

	<u>Dec 31, 04</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Commerce Bank	12,220.04
Total Checking/Savings	<u>12,220.04</u>
Other Current Assets	
Deposits-Rent	2,293.33
Total Other Current Assets	<u>2,293.33</u>
Total Current Assets	14,513.37
<b>Fixed Assets</b>	
Office Furniture	1,087.25
Machinery & Equipment	29,934.63
Accumulated Depreciation	-10,300.63
Total Fixed Assets	<u>20,721.25</u>
<b>TOTAL ASSETS</b>	<u><u>35,234.62</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Loan-Evelio Rosell	12,000.00
Loan- Telecom Escrow	9,057.95
Total Other Current Liabilities	<u>21,057.95</u>
Total Current Liabilities	<u>21,057.95</u>
Total Liabilities	21,057.95
<b>Equity</b>	
Partner-J C Oliva	-7,591.52
Partner-J Pina	-8,158.63
Net Income	29,926.82
Total Equity	<u>14,176.67</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>35,234.62</u></u>

**J C TELECOMMUNICATION CO LLC**  
**Profit & Loss**  
 January through December 2004

	<u>Jan - Dec 04</u>	<u>% of Income</u>
<b>Ordinary Income/Expense</b>		
<b>Income</b>		
Telecommunication Income	744,392.46	100.0%
<b>Total Income</b>	<u>744,392.46</u>	<u>100.0%</u>
<b>Cost of Goods Sold</b>		
Telecommunication Expenses	611,158.96	82.1%
<b>Total COGS</b>	<u>611,158.96</u>	<u>82.1%</u>
<b>Gross Profit</b>	133,233.50	17.9%
<b>Expense</b>		
Internet	475.26	0.06%
Bank Charges	1,533.35	0.21%
Bad Debts	38,148.89	5.13%
Commissions	13,977.55	1.88%
Depreciation Expense	4,756.78	0.64%
Dues and Subscriptions	449.00	0.06%
Insurance-Other	660.24	0.09%
Office Expense	1,580.24	0.21%
Professional Fees	3,650.00	0.49%
Rent Office	26,048.48	3.5%
Taxes-Payroll	1,817.82	0.24%
Taxes-Licenses	2,431.18	0.33%
Telephone	3,572.65	0.48%
Telephone Cellular	4,205.24	0.57%
<b>Total Expense</b>	<u>103,306.68</u>	<u>13.88%</u>
<b>Net Ordinary Income</b>	<u>29,926.82</u>	<u>4.02%</u>
<b>Net Income</b>	<u><u>29,926.82</u></u>	<u><u>4.02%</u></u>

5:08 AM  
02/20/04  
Accrual Basis

**J C TELECOMMUNICATION CO LI C**  
**Balance Sheet**  
As of December 31, 2003

	<u>Dec 31, 03</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
Checking/Savings	
Commerce Bank	6,889.78
<b>Total Checking/Savings</b>	<u>6,889.78</u>
Other Current Assets	
Deposits-Rent	1,696.07
<b>Total Other Current Assets</b>	<u>1,696.07</u>
<b>Total Current Assets</b>	8,585.85
<b>Fixed Assets</b>	
Office Furniture	1,087.25
Machinery & Equipment	65,811.40
Accumulated Depreciation	-15,578.49
<b>Total Fixed Assets</b>	<u>51,320.16</u>
<b>TOTAL ASSETS</b>	<u><u>59,906.01</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Other Current Liabilities	
Loan Telecom Escrow	35,000.00
Payroll Liabilities	1,343.08
<b>Total Other Current Liabilities</b>	<u>36,343.08</u>
<b>Total Current Liabilities</b>	<u>36,343.08</u>
<b>Total Liabilities</b>	36,343.08
<b>Equity</b>	
Partner-J C Oliva	16,578.64
Partner-J Pina	29,867.61
Net Income	-22,883.32
<b>Total Equity</b>	<u>23,562.93</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>59,906.01</u></u>

5:15 AM  
02/20/04  
Accrual Basis

**J C TELECOMMUNICATION CO L I C**  
**Profit & Loss**  
January through December 2003

	<u>Jan - Dec 03</u>	<u>% of Income</u>
<b>Ordinary Income/Expense</b>		
Income		
Telecommunication Income	319,573.45	99.75%
Income-Other	815.00	0.25%
<b>Total Income</b>	<u>320,388.45</u>	<u>100.0%</u>
Cost of Goods Sold		
Telecommunication Expenses	<u>243,285.58</u>	<u>75.94%</u>
<b>Total COGS</b>	<u>243,285.58</u>	<u>75.94%</u>
<b>Gross Profit</b>	77,102.87	24.07%
Expense		
Advertising	200.00	0.06%
Bank Charges	833.80	0.26%
Commissions	5,633.54	1.76%
Depreciation Expense	11,870.37	3.71%
Entertainment	245.72	0.08%
Office Expense	755.92	0.24%
Professional Fees	2,530.00	0.79%
Rent Office	25,831.99	8.06%
Salary-Officers	19,500.00	6.09%
Salary-Other	21,450.00	6.7%
Taxes-Payroll	2,864.20	0.89%
Taxes-Licenses	518.00	0.16%
Telephone	2,481.53	0.78%
Telephone Cellular	3,105.12	0.97%
Travel	2,166.00	0.68%
<b>Total Expense</b>	<u>99,986.19</u>	<u>31.21%</u>
<b>Net Ordinary Income</b>	<u>-22,883.32</u>	<u>-7.14%</u>
<b>Net Income</b>	<u><u>-22,883.32</u></u>	<u><u>-7.14%</u></u>

**EXHIBIT D**

**No. 18**

**Written Explanations -Financial Capabilities**

**In Re: Application of J C Telecommunication Co., LLC., for Authorization to  
Provide Competitive Local Exchange Service within the State of Florida.**

**Application No. 18 -Written Explanations of Financial Capability**

J C Telecommunication Co., LLC., (“J C Telecom”) is financially qualified to provide and maintain the requested local telecommunications services in the proposed geographic areas within the State of Florida. Applicant also has the financial capability to meet its lease or ownership obligations as they come due. Additionally, Applicant through its members, individually and collectively, has adequate access to the capital necessary to fulfill any obligation it may undertake with respect to the provision of local exchange services in the State of Florida.

J C Telecommunication Co., LLC

Florida Tariff No. 1  
Original Sheet 1

TITLE SHEET

FLORIDA LOCAL SERVICES TARIFF

OF

J C Telecommunication Co., LLC

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for local exchange services provided by J C Telecommunication Co., LLC with principal offices at 3403 NW 82<sup>nd</sup> Avenue, Suite 103, Doral, Florida 33122. This Price List is applicable to local exchange services furnished within the State of Florida. This Price List 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: May 3, 2006

EFFECTIVE:

By:

Juan Carlos Oliva, Director  
3403 NW 82<sup>nd</sup> Avenue  
Suite 103  
Doral, Florida 33122



**CHECK SHEET**

This Price List contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original Price List.

**SHEET REVISION SHEET REVISION**

1 Original *	27 Original *
2 Original *	28 Original *
3 Original *	29 Original *
4 Original *	30 Original *
5 Original *	31 Original *
6 Original *	32 Original *
7 Original *	33 Original *
8 Original *	34 Original *
9 Original *	35 Original *
10 Original *	36 Original *
11 Original *	37 Original *
12 Original *	38 Original *
13 Original *	39 Original *
14 Original *	40 Original *
15 Original *	41 Original *
16 Original *	
17 Original *	
18 Original *	
19 Original *	
20 Original *	
21 Original *	
22 Original *	
23 Original *	
24 Original *	
25 Original *	
26 Original *	

\* Indicates new or revised sheet with this filing

ISSUED: May 3, 2006

EFFECTIVE:

By:

Juan Carlos Oliva, Director  
3403 NW 82<sup>nd</sup> Avenue  
Suite 103  
Doral, Florida 33122

TABLE OF CONTENTS

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Doral, Florida 33122

**SYMBOLS**

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

D -Delete or Discontinue

I -Change Resulting in an Increase to a Customer's Bill

M -Moved from another 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.

When changes are made in any Price List sheet, a revised sheet will be issued canceling the Price List sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

ISSUED: May 3, 2006

EFFECTIVE:

By:

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**PRICE LIST 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 Price List. 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 page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their Price List approval process, the most current sheet number on file with the Commission is not always the Price List pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence -There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1 .A.1. (a).
- D. Check Sheets -When a Price List filing is made with the FPSC, an updated check sheet accompanies the Price List filing. The check sheet lists the sheets contained in the Price List, with a cross-reference to the current revision number. When new pages 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 the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).  
Miami, Florida 33 169

ISSUED: May 3, 2006

EFFECTIVE:

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**SECTION 1.0 -TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

The following abbreviations are used herein only for the purposes indicated below:

C.O. -Central Office  
FCC -Federal Communications Commission  
FPSC -Florida Public Service Commission  
IXC -Interexchange Carrier  
LATA--Local Access and Transport Area  
LEC -Local Exchange Carrier  
MTS -Message Telecommunications Service  
PBX -Private Branch Exchange

ISSUED: May 3, 2006

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**SECTION 1.0 -TECHNICAL TERMS AND ABBREVIATIONS, (CON'T'D.)**

**1.2 Definitions**

**Access Line** -A circuit between the station protector on the Customer's telephone service or PBX to, and including, serving central office mainframe.

**Answer Supervision** -The transmission of the switch trunk equipment supervisory signal (off-hook or on-hook) to the Customer's point of termination as an indication that the called party has answered or disconnected.

**Authorized User** -A person, firm, corporation or other entity that is authorized by the Customer to be connected to the service of the Subscriber under the terms and regulations of this Price List.

**Auxiliary Line** -An additional individual access line used for one-way (inward to the Customer) service.

**Back-up Line** -An optional service providing individual line Business Customers with an additional line for inward and outward calling with usage applying for originating and terminating.

**Call** -A completed connection established between a calling station and one or more called stations.

**Carrier or Company** -Used throughout this Price List to refer to COMPANY unless otherwise clearly indicated by the context.

**Central Office** -A local Company switching system where exchange service Customer station loops are terminated for purposes of interconnection to each other and to trunks.

**Company** -Used throughout this Price List to refer to COMPANY unless otherwise clearly indicated by the context.

**Customer** -Any person, firm, partnership, corporation, or other entity that uses telecommunications services under the provisions and regulations of this Price List and is responsible for payment of charges.

ISSUED: May 3, 2006

EFFECTIVE:

By:

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**SECTION 1.0 -TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**1.2 Definitions (Cont'd)**

Customer Designated Premises -The premises specified by the Customer for termination of services.

Day -From 8:00 AM up to but not including 5:00 PM local time Sunday through Friday.

End Office Switch -A switching system where exchange service Customer station loops a terminated for the purposes of interconnection to each other and to trunks.

End User -Any person, firm, corporation, partnership or other entity, which uses the services of the Carrier under the provisions and regulations of this Price List. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

Exchange -A group of lines in a unit generally smaller than a LATA established by the Company for the administration of communications service in a specified area. An Exchange may consist of one or more central offices together with the associated facilities used in furnishing communications service within that area.

Extended Area Service -A type of service where Customers of a given exchange may complete calls to and, where provided by the price list, receive messages fi-om one or more exchanges without the application of long distance message telecommunications charges.

Flat Rate Service -A classification of exchange service for which a stipulated charge is made, regardless of the mount of use.

Holidays -The Company's recognized holidays are New Year's Day, Presidents' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

Hunting -Routes a call to an idle Station line.

Intra-LATA Toll Message -Those toll messages that originate and terminate within the same LATA

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**SECTION 1.0 -TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)**

**1.2 Definitions (Cont'd)**

Local Access and Transport Area (LATA) -A geographic area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192 for the provision of administration of communication services. A LATA encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

Local Calling Area -A geographical area in which an End User may complete a call without incurring toll charges.

Message Rate Service -A classification of exchange service for which a charge is made on the basis of use.

Message -a completed telephone call.

Nighmeekend -From 1 1:00 PM up to but not including 8:00 AM Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Non-Recurring Charges -One-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

Operator Station Call -A service whereby caller places a non-Person to Person call with the assistance of an operator (live or automated)

PBX -A private branch exchange; a service providing equipment and facilities for connecting central office trunks and tie lines to stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus

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SECTION 1.0 -TECHNICAL TERMS AND ABBREVIATIONS (CONT'D)

1.2 Definitions (Cont'd)

Person-to-Person Call -A service whereby the person originating the call specifies a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Premise -A building or buildings on contiguous property.

Recurring Charges -The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the services.

Service Connection Charge -A non-recurring charge applying to the establishment of basic telephone service for a Customer and certain subsequent additions to that service.

Serving Wire Center -A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

Suspension of service -An management made at the request of the Customer, or initiated by the Company for violation of price list regulations by the Customer, for temporary discontinuing service without terminating the service agreement or removing the telephone equipment from the Customer's premises.

Terminating Charge -A charge applied when a Customer discontinues an item of service or equipment prior to the expiration of the initial service period designated for such item, The basic termination charge is an amount established for an individual item of service or equipment from which to the termination charge is computed.

Third Party Billing -A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Trunk -An Access Line which connects to a private Branch Exchange or hybrid system.

ISSUED: May 3, 2006.

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**SECTION 2.0 -RULES AND REGULATIONS**

**2.1 Applicability of Price List**

This Price List is applicable to local exchange telecommunications services provided by COMPANY within the state of Florida.

**2.2 Obligation of the Company**

In finishing facilities and service, the Company does not undertake to transmit messages, but krnishes the use of its facilities to its customers for communications.

The Company's obligation to fbmish facilities and, service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

The Company shall not be required to hmish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Price List until the indebtedness is satisfied.

ISSUED: May 3, 2006

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By:

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)

2.3 Payment and Credit Regulations

2.3.1 The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by COMPANY. Payment responsibility includes all local and toll calls originating from the Customers' premises and for all calls charged to the Customer's line where any person answering the Customer's line agrees to accept such charges.

All charges due by the Customer are payable to the Company or to the Company's authorized billing agent. Any objections to billed charges must be reported to the Company or its billing agent within two months after receipt of bill. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

2.3.2 Customer bills for telephone service are due upon receipt, unless otherwise specified by this Price List or by contract.

2.3.3 In the event that the Company incurs fees or expenses, including attorney's fees, collecting, or attempting to collect, any charges owned to the Company, the Company may charge the Customer all such reasonable fees and expenses incurred by the Company.

2.3.4 The Company reserves the right to assess a return-check charge of \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned unpaid to COMPANY by a bank for any reason, including insufficient funds or closed accounts. This charge will be in addition to any charges assessed by any bank. If a customer who has received a notice of discontinuance pays the bill with a check that is subsequently dishonored, the account remains unpaid and the Company is not required to issue any additional notice before disconnecting service.

ISSUED: May 3, 2006

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**SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**

**2.3 Payment and Credit Regulations (Cont'd)**

**2.3.5 Deposits**

Any applicant or customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated local service and toll charges for up to two months for the facilities and service.

**2.3.6 Advance Payments**

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

**2.3.7 Taxes**

All state and local taxes, including but not limited to gross receipts taxes, sales taxes, and municipal utilities taxes, or associated surcharges, are listed as separate line items and are not included in the rates listed in this Price List.

**2.3.8 Disputed Charges**

The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within 60 days of invoice date in which the charges appear (or as may be otherwise determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

ISSUED: May 3, 2006

EFFECTIVE:

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**SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies**

**2.4.1 Credit Allowance for Interruptions of Service**

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.5 herein. No credit is issued for outages less than 1/2 hour in duration. Credit for outages greater than 1/2 in duration is issued for fixed recurring monthly charges only. No credit is given for usage-sensitive charges. Outage credits are calculated in thirty-minute intervals. The amount of the credit is determined by pro-rating the monthly recurring charge for the time of the outage (in thirty-minute intervals) It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

**2.4.2 Inspection, Testing and Adjustment**

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

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)

2.5 Liability

- 2.5.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any intemption, delay, error, omission, or defect in any service, facility or transmission provided under this Price List shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect-occurs.
- 2.5.2 The Company shall not be liable for anyclaim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Price List, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

ISSUED: May 3, 2006

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SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)

2.5 Liability (cont'd)

- 2.5.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Price List, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.5.4 When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

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**SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**

**2.6 Minimum Service Period**

The minimum service period for which payment is due is one month (30 days).

**2.7 Cancellation by Customer**

Unless otherwise specified elsewhere in this Price List or by mutually accepted contract between the Customer and the Company, service may be canceled by Customer on not less than 30 days prior written notice of the Company

**2.8 Refusal or Discontinuance by Company**

COMPANY may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days notice to comply with any rule or remedy any deficiency:

- 2.8.1 For failure of a Customer to make a deposits as required under this
- 2.8.2 For impersonation of another with fraudulent intent;
- 2.8.3 For nonpayment of any sum due;
- 2.8.4 For use of service in a manner reasonably to be expected to frighten, abuse, torment or harass another;
- 2.8.5 For any other violation of the Company's rules and regulations applying to Customer's contracts or the hishing of service;
- 2.8.6 Without notice for abandonment of service;
- 2.8.7 Without notice for use of service in such a way as to impair or interfere with the service provided to other Customers;

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**SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**

**2.8 Refusal or Discontinuance by Company (Cont'd)**

2.8.8 Without notice for abuse or fraudulent use of service.

**2.9 Use of Service**

Service may be used for any lawfull purpose for for which itis technically suited. Customers or Subscribers reselling or rebilling COMPANY's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

**2.10 Employee Concessions**

[Reserved for Future Use]

**2.11 Terminal Equipment**

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be fbmished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

**2.12 Applicable Law**

This Price List shall be subject to and construed in accordance with Florida law.

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EFFECTIVE:

By:

Juan Carlos Oliva, Director  
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**SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**

**2.13 Cost of Collection and Repair**

Customer is responsible for any and all costs incurred in the collection of monies due the company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.14 Restoration of Service**

Restoration of service shall be accomplished in accordance with FPSC rules and regulations.

**2.15 Tests, Pilots, Promotional Campaigns and Contest**

The Company may conduct special promotions from time to time that waive a portion or all processing fees or installment fees. This promotion will be conducted in accordance with the Florida Statutes and TRA rules and regulations.

**2.16 Access to Customer's Premises**

The customer shall be responsible for making arrangements or obtaining permission safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at my reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

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**SECTION 2.0 RULES AND REGULATIONS, (CONT'D.)**

**2.17 Credit Requirements**

The Company reserves the right to deny or cancel service to entities that do not meet the Company's credit requirements or for whom credit information is not available.

**2.18 Late Payment Charges**

A) Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date on the bill, which shall be not less than 25 days from the date of the bill. If payment is not received by the customer" next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Price List, excluding one month" local service charge, but including arrears and unpaid late payment charges.

(B) Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and canied forward to the next bill.

**2.19 Ownership**

The provisjon of service to the Customer and payment by the Customer to the Company does not create any easement, ownership, or property rights of any nature in any facilities used to provide service.

**2.20 Termination Charges**

2.20.1 In the event the Customer cancels, repudiates or otherwise voCompany the service agreement prior to the time serviceis established, the Customer shall pay all costs and expenses incurred by COMPANY in connection with implementation of service. Such charges shall not exceed the non-recurring charges applicable to the services, plus any special construction costs.

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**SECTION 2.0 RULES AND REGULATIONS, (CONT'D)**

**2.20 Termination Charges Cont'd**

2.20.2 If any portion of the Customer's service is disconnected for any reason prior to the end of the service period, the Customer shall pay a termination liability charge equal to 100% of the payments remaining on the service period within thirty (30) days of the disconnection.

**2.21 Installations**

Where LLEC central office and outside plant facilities are readily available, the Company's objective for fulfillment of single-line residence and business Customer requests for primary service following receipt of application for same when all tariff requirements relating thereto have been complied with, except those instances where a later installation date is required by the Customer or where special equipment or services are involved, is ten working days.

**2.22 Maintenance and Repairs**

The Company shall make reasonable attempts to restore service on the same day that an interruption is reported by the Customer where the trouble is the result of equipment or facilities provided by the Company. In those instances the Company's objective for repair or restoration of service for single-line residence and business Customers following receipt of a Customer trouble report and obtaining sufficient information from the Customer to identify and diagnose the problem is as follows:

- A. Restoration of 95% of intempted service lines within 24 hours of receipt of the trouble report.
- B. Clearing of 95% of service affecting troubles within 72 hours of receipt of trouble report.

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**SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES**

**3.1 General**

COMPANY is a reseller of local exchange service providing basic local exchange communications services throughout Florida.

COMPANY's rates and service are based on the rates and services of the large incumbent local exchange carriers. This tariff documents the rates and services for COMPANY's provision of local exchange service.

Customers are billed based on their use of COMPANY's network and services. Charges may vary by service offering, class of service, CLASS/custom calling feature(s), class of call, time of day, day of week, and/or duration.

**3.2 Quality of Service Standards**

COMPANY will offer local exchange services, including dial tone and local calling services, on a twenty-four hours a day, seven days a week basis.

COMPANY's services will provide service to meet the following standards:

- 3.2.1 At least 95% of all calls will receive dial tone within three (3) seconds;
- 3.2.2 At least 97% of all calls offered to any trunk group will not encounter an all-trunks busy condition;
- 3.2.3 Call completion rate for intra-office calls, interoffice calls, extended area calls and intraLATA toll calls will be at least 95%.
- 3.2.4 Overall transmission losses within each inter-toll trunk group will not vary more than plus or minus two (2) db.

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**SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)**

3.3 Network switched service is provided via one more channels terminated at the Customer's premises. Each Network Switched Services channel corresponds to one or more analog, voice-grade telephonic communications channels that can be used to place or receive one call at a time.

Network Switched Services provides a Customer with a connection to the Company's switching network that enables the Customer to:

- a) receive calls from other stations on the public switched telephone network;
- b) access the Company's local calling service;
- c) access the Company's operators and business office for service related assistance; access toll-free telecommunications services such as 800 NPA; and access 911 service for emergency calling; and
- d) access the service providers service to originate calls on a direct dialed basis or to receive toll-free service from such provider, or may access a provider on an ad hoc basis by dialing the provider's Carrier Identification Code (such as 10XXX or 101xxxxX)

Basic Business Residential Access Lines are provided for connection of Customer-provided single-line terminal equipment such as station sets for facsimile machines. A non-recurring service connection charge applies to each new access line installation and monthly recurring charge applies for access line.

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**SECTION 3.0 -BASIC SERVICE DESCFUPTION & RATES (CONT'D)**

**3.4 Network Switched Service (Cont'd)**

**3.4.1 Classes of Service**

**A. FlatRate Service**

Monthly exchange rates for flat rate service entitles Customers to an unlimited number of messages to all exchange access lines bearing the designation of central offices within the serving exchnage.

**B. Message Rate Service**

Monthly exchange rates for message rate service entitle Customers to a message allowance where there is no incremental charge per message up to and including the monthly message allowance. Messages in excess of the monthly message allowance are billed on a per call basis. Messages in excess of the monthly message allowance are \$0.10 and \$0.12 per message for Residential lines and Business lines, respectively. The monthly message allowance is 30 and 75 messages for Residential lines and Business lines respectively.

Applicable to service in areas where GTE is the ILEC. The messages in excess of the monthly message allowance are \$0.10 and \$0.10 per message for Residential lines and Business lines, respectively. The monthly message allowance is 30 and -0- messages for Residential lines and Business, respectively.

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SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.1 Classes of Service (Cont'd)

C. Vacation Service/Customer Requested Temporary Suspension  
of Service

Vacation service allows Customers to temporarily suspend service for a minimum of one month and up to a maximum of six months.

Rates where BellSouth is the ILEC, The monthly charge for this service is 50% of the normal monthly rate regularly charged to Customers that subscribe to either flat rate or message rate service.

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SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.2 Monthly Recurring Charges

BellSouth ("Bell") Areas -Rate Groups 1-6

Service Type	Rate Groups 1-6					
	1	2	3	4	5	6
Residential Flat Rate	\$7.41	\$7.82	\$8.22	\$8.53	\$8.93	\$9.29
Residential Message Rate Up to 30 Call Allowance	6.77	6.77	6.77	6.77	6.77	6.77
Per Call, Past The 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10
Business Single Line Flat Rate	20.11	21.12	22.24	23.25	24.22	25.29
Business Multi- Line Flat Rate	21.40	22.48	23.67	24.75	25.78	26.92
Business Message Rate Up to 75 Call Allowance	17.09	17.95	18.90	19.76	20.59	21.50
Per Call, past The 75 Call Allowance	0.12	0.12	0.12	0.12	0.12	0.12
Business/Hunting Rotary, add'l Per line	10.00	10.00	10.00	10.00	10.00	10.00

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.2 Monthly Recurring Charges

BellSouth ("Bell") Areas -Rate Groups 7-8

Service Type	Rate Groups 1-6					
	1	2	3	4	5	6
Residential Flat Rate	\$9.64	\$9.95	\$10.20	\$10.46	\$10.61	\$10.81
Residential Message Rate Up to 30 Call Allowance	6.87	7.09	7.27	7.45	7.57	7.71
Per Call, Past The 30 Call Allowance	0.10	0.10	0.10	0.10	0.10	0.10
Business Single Line Flat Rate	26.15	27.01	27.82	28.43	29.04	29.55
Business Multi- Line Flat Rate	27.85	28.75	29.62	30.27	30.92	31.46
Business Message Rate Up to 75 Call Allowance	22.23	22.96	23.65	24.17	24.68	25.12
Per Call, past The 75 Call Allowance	0.12	0.12	0.12	0.12	0.12	0.12
Business/Hunting Rotary, add'l Per line	10.00	10.00	10.00	10.00	10.00	10.00

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SECTION 3.0 - BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.3 Monthly Recurring Charges (Cont'd)

A. Residential Service per line.

	<u>Incumbent Local Exchange Area</u> <u>Bell</u>
Touch Tone	\$n/c
FCC Charge	4.35
Hearing and Speech Surcharge	0.12

B. Business Service per line Incumbent Local exchange Area  
Bell

Touch Tone	\$n/c
FCC Charge (Single line)	4.35
FCC Charge (Multi -Line) Hearing	7.84

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SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.4 Network Switched Service (Cont'd)

3.4.4 Monthly Non-Recurring Charges

A. Residential Service, per line

	<u>Incumbent Local Exchange Area</u> <u>Bell</u>
Basic Line,	\$55.00
Second Line, same order as basic	12.00
Second Line, added later	40.00
Premise visit trip charge	
-1st 15 minutes	25.00
-Each additional 15 minutes	9.00
Telephone Number change	23.00
Restore Service	23.00
Trouble Location	35.00
PIC Change	1.49

B. Business Service, per line

	<u>Incumbent Local Exchange Area</u> <u>Bell</u>
Basic Line,	\$56.00
Second Line, same order as basic	12.00
Second Line, added later	56.00
Premise visit trip charge	
-1st 15 minutes	28.00
-Each additional 15 minutes	9.00
Telephone Number change	38.00
Restore Service	38.00
Trouble Location	35.00
PIC Change	1.49

\* The premise visit charge is \$85.00 and does not fluctuate based on the duration of the visit.

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**SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)**

**3.5 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between

serving wire centers associated with the originating and terminating points of the call.

The airline mileage between Wire Centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the wire centers involved. Company uses the industry standard wire centers and associated vertical and horizontal.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates. Of the industry standard wire centers, in the following manner:

Step 1- Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the difference between the "H" coordinate.

Step 3 - Square the difference obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:  $\sqrt{(V_1 - V_2)^2 + (H_1 - H_2)^2} \div 10$

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**SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)**

**3.6 Calling Features**

Customer of the Company's Access Line, Trunk Service or Centrex arrangements may obtain central office based functions that are auxiliary to call processing. The availability of these features is dependent upon the central office that services the Customer's location. The features in this section are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**3.6.1 Residential Service**

A. Monthly Recurring Charges:

	<u>Incumbent Local Exchange Area</u> <u>Bell</u>
Call Forwarding	\$2.45
Call Forwarding Busy Line	1.00
Call Forwarding No Answer	1.00
Call Forward with Remote Activation	5.20
Fixed Call no Answer	1.00
Fixed Call forwarding busy	1.00
Three Way Calling	4.70
Three Way Calling, per use	0.90
Call Waiting	5.15
Call Waiting/Cancel Call Wait	5.15
Speed Dialing 8-Code	3.00
Distinctive Ring Plus	6.00
Call Return	5.00
Call Return, per activation	0.90
Repeat Dialing	4.00
Repeat Dialing, per activation	0.90
Call Waiting	6.00
Call Trace	3.50

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SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.6 Calling Features (Cont'd)

3.6.1 Residential Service, (Cont'd)

A. Monthly Recurring Charges, (Cont'd)

	<u>Incumbent Local Exchange Area</u> <u>Bell</u>
Call Block	4.00
Caller ID	6.00
Caller ID Block	7.50
Anonymous Call Rejection	3.00

B. Non-Recurring Charges:

All other features,	
-with initial order	N/A
-with subsequent order	19.00

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SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CBNT'D)

3.6 Calling Features (Cont'd)

3.6.2 Business Service

A. Monthly Recurring Charges:

	<u>Incumbent Local Exchange Area</u> <u>Bell</u>
Call Forward ESM	\$3.60
Call Forwarding Busy Line	4.75
Call Forwarding no Answer	4.75
Call Forward with remote activation	11.00
Fixed Call no Answer	4.75
Fixed Call Forwarding Busy	4.75
Three Way Calling	6.00
Three Way Calling, per use	0.90
Call Waiting/Cancel Call Waiting	7.00
Speed Dialing 8-Code	5.00
Distinctive Ring Plus	10.00
Call Return	6.50
Call return, per activation	0.90
Repeat Dialing	4.00
Repeat Dialing, per activation	0.90
Call Trace	7.00
Call Block	5.50
Caller ID	11.00
Caller IDDeluxe	11.00

B. Nonrecurring Charges:

All other features,	
-with initial order	n/a
-with subsequent order	19.00

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**SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)**

**3.7 Packaged Calling Features**

**3.7.1 Residential Services**

A. Monthly Recurring Charges - BellSouth Areas

A monthly recurring discount for features does not apply to residential lines. COMPANY may from time to time offer promotional packages reflecting a combination of calling services and features that shall be filed as part of this Price List accordingly.

**3.7.2 Business Service**

A. Monthly Recurring Charges -BellSouth Area

A monthly recurring discount of up to 20% off of the incumbent local exchange carrier's rate is offered when multiple features are purchased for the same access line. COMPANY may from time to time offer promotional packages reflecting a combination of calling services and features that shall be filed as part of this Price List accordingly.

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**SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)**

**3.8 Blocking Service**

**3.8.1 General**

Blocking service is a feature that permits a Customer to restrict access from his or her telephone line to various discretionary services. Blocking Service is available where equipment and facilities permit. The Company will not be liable for any charge incurred when any long distance carrier or alternative operator service provider accepts third party billed or collect calls. The following blocking options are available to Residential and Business Customer:

**3.8.2 Service Offering in BellSouth Area**

A. Option #1 -allows the Customer to block the following calls: Operator 0-, Operator 0+, 1+900, 1+555-1212 and 1+NPA-555-1212, 411, 976 and 1+976.

B. Option #2 -allows the Customer to block the following calls: 976, 1+976, Operator 0- and Operator 0+.

C. Option #3 -allows the Customer to block the following calls: Operator 0-, Operator 0+, 1+900, 1+555-1212, 1+NPA-555-1212.

D. Option #4 -allows the Customer to block the following calls: 976, 1+976, and 1+900.

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SECTION 3.0 -BASIC SERVICE DESCRIPTION & RATES (CONT'D)

3.8 Blocking Services (Cont'd)

3.8.3 Rates in BellSouth Service Area

- A. Options #1 -#3. The nonrecuning charge for each line of Blocking service is \$10.00. The monthly rate of Blocking Service is as follows:

Monthly Charge, each line

Residence Line	\$2.50
Business Line	3.75
PBX Trunk	5.50

- B. Option #4 -A one time charge of \$10.00 applies after the Customer has subscribed to the service for 60 days. No monthly charge applies.

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**SECTION 4 -MISCELLANEOUS SERVICES**

**4.1 Directory Assistance**

The Customer can request a maximum of two numbers per call to Directory Assistance. Call completion service is provided when the Customer requests that the Directory Assistance operator call the Directory Assistance number requested. All completed calls will be charged the Directory Assistance Call Completion charge, in addition to any other appropriate charges.

There shall be no charge for the first 50 directory assistance calls made per billing cycle for line or trunks service individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 calls within a billing cycle.

The service charges for each service are noted below:

Incumbent Local Exchange Area  
Bell

- |    |                               |                  |
|----|-------------------------------|------------------|
| A. | Directory Assistance          | \$1.25           |
| B. | Directory Assistance Call     | 0.60             |
| C. | National Directory Assistance | 0.95 per request |

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SECTION 4 -MISCELLANEOUS SERVICES

4.2 Local Operator Services

A per-call service charge applies in addition to the per minute usage rates when applicable. The service charge applies in all rate periods and is as follows:

	<u>Incumbent Local Exchange Area</u> <u>Bell</u>
A. Customer Dialed Calling Card	\$0.75
B. Station to Station operator assisted, collect, third party	1.00
C. Person-to-Person operator assisted local call	2.50
D. Operator Busy Verification	0.35
F. Operator Emergency Intemption	0.40

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## SECTION 4 -MISCELLANEOUS SERVICES

## 4.3 Directory Assistance

One listing, termed the initial listing, is included with each Customer's service. Additional listings are confined to the names of those who are entitled to use the Customer's service. Telephone numbers of non-published service are not listed in the Telephone Company's directories or on Directory Assistance records. Listing information (name, address, telephone number) on non-published service is not available to the general public, notwithstanding any claim of emergency, the calling party may present. Telephone numbers of non-directory listed service are omitted or deleted from the Company's alphabetical directory, however, they are carried in the Company's directory assistance and other records and are given to any calling party. The charges listed below are monthly charges and are the same for both Residence and Business Customers.

Incumbent Local Exchange Area  
Bell

A. Non-Published Number, per line	\$1.75
B. Non-Published Number, per line	0.80
C. Additional Listing, per listing	1.20

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**SECTION 4 -MISCELLANEOUS SERVICES**

**4.4 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit call surcharge.

**4.5 Discounts for Hearing Impaired Customer**

Intrastate toll message rates for a telecommunications device for the deaf (TDD)user, which is communicated using a TDD by property certified business establishments or individuals equipped with TDDs for communications with hearing or speech impaired persons, shall be evening rates for daytime calls and night rates for evening and night calls.

**4.6 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. COMPANY will only handle these calls if the caller dials all of the digits to route and bill the call after verified notification by the billed Customer within thirty (30) days of billing.

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**SECTION 5.0 -SPECIAL ARRANGEMENTS**

**5.1 Special Construction**

Where the Company furnishes a facility services for which a rate or charge is not specified in the Company's Price List, charges will be based on the costs incurred by the Company (including return) and may include:

- A) NON-RECURRTNG CHARGES;
- B) RECURRING CHARGES
- C) TERMIATION LIABILITES;OR
- D) COMBINATIONS OF (A), (B), AND (C)

**5.2 Non-Routine Installation and/or Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours, or (in the Company's sole discretion and subject to any conditions it may impose) in hazardous locations. In such cases, charges based on the cost of labor, material and other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, andlor nighthours, additional charges may apply.

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