

## Ruth Nettles

---

**From:** Charlotte Lacey [clacey@telecomcounsel.com]  
**Sent:** Wednesday, April 15, 2009 5:50 PM  
**To:** Filings@psc.state.fl.us  
**Cc:** Bob Casey  
**Subject:** Everycall Communications, Inc.  
**Attachments:** FL Data Request Filing.pdf

Please see the attached data request responses for Everycall Communications, Inc. - Docket No. 090026-TX.



Charlotte Lacey, Regulatory Specialist  
Lance J.M. Steinhart, P.C.  
1720 Windward Concourse, Suite 115  
Alpharetta, Georgia 30005  
[www.telecomcounsel.com](http://www.telecomcounsel.com)  
(770) 232-9145 (Direct Dial)  
(770) 232-9208 (Office Fax)  
(678) 775-1195 (Direct Fax)  
e-mail: clacey@telecomcounsel.com

This transmission may be: (1) subject to the Attorney-Client Privilege, (2) an Attorney Work Product, or (3) strictly confidential. This email message is for the sole use of the intended recipient. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message. Thank you for your cooperation.

DOCUMENT NUMBER-DATE

03478 APR 16 8

4/16/2009

FPSC-COMMISSION CLERK

**Lance J.M. Steinhart, P.C.**  
Attorney At Law  
1720 Windward Concourse  
Suite 115  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208  
Email: lsteinhart@telecomcounsel.com

April 14, 2009

**VIA ELECTRONIC FILING AND  
OVERNIGHT DELIVERY**

Beth Salak, Director  
Division of Competitive Markets & Enforcement  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Gunter Bldg.  
Tallahassee, Florida 32399-0850  
(850) 413-6770

RE: Everycall Communications, Inc.  
Docket No. 090026-TX

Dear Ms. Salak:

Pursuant to your letter dated September 16, 2008, enclosed please find original data request responses for Everycall Communications, Inc. ("Everycall"). Also attached as Exhibit "D" is a signed compliance Affidavit.

If you have any questions regarding this matter, please do not hesitate to call me. Thank you for your attention to this matter.

Respectfully submitted,

  
Lance J.M. Steinhart, Esq.  
Attorney for Everycall Communications, Inc.

Enclosures  
cc: Mr. John Brydels  
Bob Casey - via e-mail  
Catherine Beard - via e-mail

DOCUMENT NUMBER-DATE

03478 APR 16 8

FPSC-COMMISSION CLERK

**General Data Requests for 080523-TX**

1. Does Everycall provide Lifeline service in any other state? If so, please list the state(s) and whether this service is provided through a wholesale local platform (formerly UNEs) or through resale. In addition, have any of these states utility commissions received any complaints concerning Everycall service in that state in the past three years? If so, please describe in detail.

**RESPONSE:** Everycall currently offers LifeLine products in the AT&T services areas under Resale. To our knowledge there are no open complaints concerning Everycall in any of the states we provide service.

2. Has Everycall been granted or denied ETC status in any other state? If so, please list the state and docket number in which ETC status was granted or denied. Has Everycall filed for ETC status in any state and subsequently withdrawn the petition? If so, please list the state and docket.

**RESPONSE:** Yes, Everycall has been granted ETC status in Alabama. No such petitions have been denied. Everycall filed for ETC status in North Carolina and subsequently withdrew the petition (Docket No. P-100, Sub 133).

3. According to 47 C.F.R. 54.201(d)(1), A company must offer the services that are supported by federal universal service support mechanisms either using its own facilities or a combination of its own facilities and resale of another carrier's services. Please provide any resale or Commercial agreements you currently have in Florida with other telecommunications carriers. Please include signed evidence of the agreements, along with invoices detailing both UNE and resale charges.

**RESPONSE:** Please see attached Exhibit "A".

4. What facilities, planned or existing, does Everycall have in Florida in order to serve Florida customers? Please include the cost of these facilities.

**RESPONSE:** Everycall does not own, operate, or provide service in the State of Florida through the use of its own facilities. Current plans call for Everycall to continue to provide service to its end users through resale, and to lease switched port/loop combination UNE's.

5. How many Florida residential and commercial customers does Everycall presently serve? Please provide both the number of residential and business customers, and how many are served by UNEs and how many are served through resale.

**RESPONSE:** 978 residential and 0 business customers. 6 are UNE, 972 are resale.

DOCUMENT NUMBER-DATE  
03478 APR 16 08  
FPSC-COMMISSION CLERK

6. Please provide examples about how Everycall advertises or will advertise, using media of general distribution, the availability of the supported services and what the charges are for these services. What specific plans does Everycall have for advertising its offering of Lifeline Service in Florida?

**RESPONSE:** We are currently advertising in classified publications in Florida specifically using the Lifeline opportunity for low income customers. Our average monthly advertising expenditure for the last six months is \$2000.00. We expect that amount to increase. In addition, we will begin direct mail advertising and Advo in home mail/coupon advertising in Florida specifically using the Lifeline opportunity for low income customers

7. Does Everycall provide service to its customers via a prepaid service? If so, what percentage of its customers receive their service via a prepaid service?

**RESPONSE:** Yes. At present, 88% of Everycall's service is provided on a prepaid basis.

8. What is the average customer bill for a Everycall residential telephone customer? In your response, please include the jurisdictions that this information is obtained from, and if there are variances in the bills pertaining to Florida customers, delineate those differences.

**RESPONSE:** Everycall's average residential customer bill is \$38.67. This average figure includes taxes and Lifeline credits.

9. As a condition of receiving local service, are Everycall residential customers required to subscribe to Everycall long-distance services?

**RESPONSE:** No. Everycall residential customers are not required to subscribe to Everycall long-distance services.

10. If Everycall receives an ETC designation in Florida, approximately how long will it take for Everycall to offer Lifeline service in the area in which it receives the ETC designation? Please elaborate on any extended or special circumstances.

**RESPONSE:** Everycall plans to provide Lifeline service within 60 days of ETC designation.

11. Do Everycall's customers have access to competitive directory assistance providers, as defined as by 47 C.F.R. 54.101(a)(3).

**RESPONSE:** Yes. Everycall's customers have access to competitive directory assistance providers, as defined as by 47 C.F.R. 54.101(a)(8).

12. Describe the toll-limitation features of Everycall. See 47 C.F.R. 54.101(a)(9).

**RESPONSE:** As a prepaid provider of residential service, Everycall routinely orders toll restriction, which, with the exception of toll free numbers, blocks access to all 1+ dialing patterns. Pursuant to 47 C.F.R. 54.101(a)(9), toll restriction is provided at no charge.

13. According to 47 C.F.R. 54.101(c):

A. state commission may grant the petition of a telecommunications carrier that is otherwise eligible to receive universal service support under Sec. 54.201, if the party is requesting additional time to complete the network upgrades needed to provide single-party service, access to enhanced 911 service, or toll limitation. If such petition is granted, the otherwise eligible communications carrier will be permitted to receive universal service support for the duration of the period designated by the state commission.

If you will be making such a request, what time frame will be necessary for Everycall to accomplish these network upgrades? Please include in your response all upgrades and the area where the upgrade will be installed.

**RESPONSE:** Not Applicable.

14. Does Everycall understand that any resold Lifeline, Link-Up or TLS service purchased through another carrier cannot be claimed by Everycall for reimbursement from USAC?

**RESPONSE:** Everycall understands that any resold Lifeline, Link-Up or TLS service purchased through another carrier cannot be claimed by Everycall as access lines eligible for reimbursement from USAC.

15. Please provide a description of Everycall's corporate structure, with both names and titles. Please provide a list of Everycall's owners or corporate officers and indicate if any are also owners, corporate officers or employees of any other telecommunications companies.

**RESPONSE:**

Kyle Coats: President/Treasurer

Jon Seger: Secretary/Director

John Brydels, Jr.: CFO/Director

16. Please provide an example of a typical Everycall residential and business customer bill. What is the average residential bill in Florida?

**RESPONSE:** Please see attached Exhibit "C"

17. Will Everycall seek toll limitation service reimbursement from USAC if granted ETC status? If yes, provide a detailed list of the incremental costs it will be claiming, along with a detailed description to support the amounts to be claimed.

**RESPONSE:** Yes, a detailed list of the incremental costs it will be claiming is as follows:

One time installation charge	\$7.82
Monthly recurring charge	\$3.87
Cost to administer per customer/per month	\$0.50

18. Will Everycall seek Link-Up reimbursement from USAC if granted ETC status? If yes, list the amount per customer Everycall would be claiming.

**RESPONSE:** Yes, Link-Up reimbursement will be claimed in the amount of \$30.00 per customer, or the highest amount allowable.

19. Will Everycall seek Lifeline reimbursement from USAC if granted ETC status? If yes, list the amount per customer Everycall would be claiming.

**RESPONSE:** Yes, Lifeline reimbursement will be claimed in the amount of \$13.50 per customer, per month, or the highest amount allowable.

20. Does Everycall provide service to customers using bundled packages? If so, will Everycall provide the \$13.50 Lifeline discount to any bundle a customer chooses?

**RESPONSE:** Yes, service is provided in bundled packages, and Lifeline discounts will apply to any bundle that a customer chooses.

21. Does Everycall understand that Florida ETCs provide a non-reimbursable \$3.50 credit per month to each Lifeline customer's bill in addition to the Federal \$10.00 reimbursement credit?

**RESPONSE:** Yes, Everycall understands that Florida ETCs provide a non-reimbursable \$3.50 credit per month to each Lifeline customer's bill in addition to the Federal \$10.00 reimbursement credit.

22. Does Everycall understand that Florida's Lifeline program provides that if a Lifeline customer is no longer eligible for Lifeline, the ETC must provide a 30% monthly discount off its local rate to that customer for a period of 12 months at the ETCs expense?

**RESPONSE:** Yes, Everycall understands that Florida's Lifeline program provides that if a Lifeline customer is no longer eligible for Lifeline, the ETC must provide a 30% monthly discount off its local rate to that customer for a period of 12 months at the ETCs expense.

23. Please provide Everycall's purpose for requesting ETC status in Florida. What does the company hope to achieve? Why not just purchase resale Lifeline and Link-Up lines from your underlying carrier if the purpose of ETC designation is solely to provide Lifeline and Link-Up?

**RESPONSE:** Everycall's purpose for requesting ETC status in Florida is to service a public interest group that has been neglected by the main carriers. Everycall will make more eligible consumers aware of the Lifeline and Link-Up programs, and provide such service at a discounted rate, by applying the credit amounts, and the additional \$3.50 Florida ETC credit.

If a company provisions via resale and puts the asg usoc codes on the resale order then the main carriers can identify a life line customer and market directly to them. This would be very bad for the long term health of Everycall's customer list.

24. Is Everycall presently providing Lifeline service to Florida consumers using resale lifeline lines from its underlying carrier? If so, how many Lifeline customers are being served?

**RESPONSE:** Yes, Everycall presently serves 857 Lifeline customers in Florida.



25. In paragraph 7 of page 6, Everycall states that “The FCC has concluded that even pure resellers may qualify as an ETC and properly use universal service support for the purposes for which it was intended by offering reduced price Lifeline service.” Everycall provides a footnote explaining that there was a “finding that because Lifeline support is customer-specific and is directly reflected in the price that the eligible customer pays, it is impossible for any carrier to receive a double recovery for the support.” Is Everycall aware that this provision only applies to wireless carriers since wireless wholesale providers are not subject to Section 251(c)(4) resale obligations?

**RESPONSE:** Yes.

## **EXHIBITS**

Exhibit A – Evidence of UNE Agreements

Exhibit B – Wire Centers

Exhibit C – Sample Residential and Business Customer Bill

Exhibit D - Affidavit

Exhibit A – Evidence of UNE Agreements

**AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, and EveryCall Communications, Inc. (EveryCall), a Louisiana corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or EveryCall or both as a "Party" or "Parties."

**WITNESSETH**

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services (as defined below) in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, EveryCall is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

**WHEREAS**, pursuant to Sections 251 and 252 of the Act; EveryCall wishes to purchase certain services from BellSouth; and

**WHEREAS**, the Parties wish to interconnect their facilities, exchange traffic, and perform Local Number Portability (LNP) pursuant to Sections 251 and 252 of the Act as set forth herein; and

**WHEREAS**, EveryCall wishes to purchase and BellSouth wishes to provide other services as described in this Agreement;

**NOW THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and EveryCall agree as follows:

**Definitions**

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than ten percent (10%).

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

shall become due, or BellSouth may refuse to provide services hereunder in that state until certification is reinstated in that state, provided such notification is made prior to expiration of the term of this Agreement. EveryCall shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

## **2 Term of the Agreement**

- 2.1 The initial term of this Agreement shall be five (5) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.
- 2.2 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of the initial term of this Agreement, the Parties shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement (Subsequent Agreement). If as of the expiration of the initial term of this Agreement, a Subsequent Agreement has not been executed by the Parties, then except as set forth in Sections 2.3.1 and 2.3.2 below, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration of the initial term shall be as set forth in Section 2.3 below.
- 2.3 If, within one hundred thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for the Subsequent Agreement pursuant to 47 U.S.C. § 252.
- 2.3.1 EveryCall may request termination of this Agreement only if it is no longer purchasing services pursuant to this Agreement. Except as set forth in Section 2.3.2 below, notwithstanding the foregoing, in the event that as of the date of expiration of the initial term of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 2.3 above, then BellSouth may terminate this Agreement upon sixty (60) days notice to EveryCall. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to EveryCall pursuant to the rates, terms and conditions set forth in BellSouth's then current standard interconnection agreement. In the event that BellSouth's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

**EveryCall Communications, Inc.**

By: *Kristen E. Shore*

By: *Kyle Coats*

Name: Kristen E. Shore

Name: Kyle Coats

Title: Director

Title: President

Date: 10/10/06

Date: 10/17/06

## DSO SERVICES AGREEMENT GENERAL TERMS AND CONDITIONS

**THIS DSO SERVICES AGREEMENT** ("Agreement") is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and EveryCall Communications, Inc. ("CUSTOMER"), a Louisiana corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or CUSTOMER or both as a "Party" or "Parties."

### WITNESSETH

**WHEREAS**, BellSouth is a local exchange telecommunications company authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, CUSTOMER is or seeks to become a Competitive Local Exchange Carrier ("CLEC") authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

**WHEREAS**, BellSouth desires to provide and CUSTOMER desires to purchase certain Services;

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, BellSouth and CUSTOMER agree as follows:

#### Definitions

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Commission** is defined as the appropriate regulatory agency in each state of BellSouth's nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier ("CLEC")** means a telephone company certificated by the Commission to provide local exchange service within BellSouth's franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last

11/08/04

Confidential and proprietary. May not be disclosed outside of BellSouth. Subject to Nondisclosure Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

**EveryCall Communications, Inc.**

By: *Kristen Rowe*

By: *Kyle Coats*

Name: Kristen E. Rowe

Name: Kyle Coats

Title: Director

Title: President

Date: 12/21/04

Date: 12/17/04



**Amendment to the Agreement  
Between  
EveryCall Communications, Inc.  
and  
BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana, AT&T Mississippi,  
AT&T North Carolina, AT&T South Carolina and  
AT&T Tennessee  
Dated January 1, 2005**

Pursuant to this Amendment, (the "Amendment"), EveryCall Communications, Inc. ("CUSTOMER"), and BellSouth Telecommunications, Inc., now d/b/a AT&T Alabama, AT&T Florida, AT&T Georgia, AT&T Kentucky, AT&T Louisiana, AT&T Mississippi, AT&T North Carolina, AT&T South Carolina and AT&T Tennessee (hereinafter referred to "AT&T"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Commercial Agreement between the Parties dated January 1, 2005 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment ("Effective Date").

**WHEREAS**, AT&T and CUSTOMER entered into the Agreement on January 1, 2005, and;

**WHEREAS**, the Parties desire to amend the Agreement in order to extend its term;

**NOW THEREFORE**, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Section 3.1 of the General Terms and Conditions is hereby deleted in its entirety and replaced with the following:
  - 3.1 The term of this Agreement shall commence on the Effective Date and shall apply to the AT&T Southeast Region 9-State in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. It shall continue in effect until December 31, 2008, except as otherwise provided in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama,  
AT&T Florida, AT&T Georgia,  
AT&T Kentucky, AT&T Louisiana,  
AT&T Mississippi, AT&T North  
Carolina, AT&T South Carolina and  
AT&T Tennessee

EveryCall Communications, Inc.

By: *Kristen E. Slane*  
Name: Kristen E. Slane  
Title: Director  
Date: 9/12/07

By: *Kyle Coats*  
Name: Kyle Coats  
Title: President  
Date: 9/14/07

[CCCS Amendment 10 of 64]

**Exhibit B – Wire Centers**

Exhibit 1

Company	Pay Center	Switch
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ARCHER	ARCHFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BOCA RATON	BCRTFLSADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BROOKSVL	BKVLFLJFDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BALDWIN	BLDWFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BELLEGLADE	BLGLFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BUNNELL	BNNLFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BRONSON	BRSNFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	BOYNTONBCH	BYBHFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	COCOABEACH	CCBHFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CEDAR KEYS	CDKYFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHIEFLAND	CFLDFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CHIPLEY	CHPLFLJADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CANTONMENT	CNTMFLLEDS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	COCOA	COCOFLMEDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CROSS CITY	CSCYFLBARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DEBARY	DBRYFLMARS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DELAND	DELDFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DELRAY BCH	DLBHFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DELEON SPG	DLSPFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DUNNELLON	DNLNFLWMRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DEERFLDBCH	DRBHFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	DAYTONABCH	DYBHFLPODS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	EAU GALLIE	EGLFLIHDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	EASTORANGE	EORNFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FLAGLERBCH	FLBHFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FERNADNBCH	FRBHFLFPDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FORTPIERCE	FTRPFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GREENCVSPG	GCSPFLCNSD0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GRACEVILLE	GCVLFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GENEVA	GENVFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GULFBREEZE	GLBRFLMCDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	GAINESVL	GSVLFLNW33E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HAVANA	HAVNFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOBE SOUND	HBSDFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOLLEYNVRR	HLNVFLMADS1
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	FTLAUDERDL	HLWDFLPEDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOLLYWOOD	HLWDFLWHDSD0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HOMESTEAD	HMSTFLNARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	HAWTHORNE	HWTHFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JAY	JAYFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JACKSOLBCH	JCBHFLMA24E
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JUPITER	JPTRFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	KEYSTN HTS	KYHGFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LAKE CITY	LKCYFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	LYNN HAVEN	LYHNFLHSDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MICANOPY	MCNPFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MIDDLEBURG	MDBGFLPMDSD0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MIAMI	MIAMFLWMDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MELBOURNE	MLBRFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MILTON	MLTNFLRADS0

BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JACKSONVL	MNDRFLLODS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JULINGTON	MNDRFLWRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MUNSON	MNSNFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	MAXVILLE	MXVFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NORTH DADE	NDADFLLODS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NWSMYRNBCH	NSBHFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	NEWBERRY	NWBYFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	OAK HILL	OKHLFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	OLD TOWN	OLTWFLNRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ORLANDO	ORLDFLSADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ORANGEPARK	ORPKFLRWDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PACE	PACEFLPVR0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PAHOKEE	PAHKFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PNAMACYBCH	PCBHFLNTDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PALM COAST	PLCSFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PALATKA	PLTKFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	CORAL SPG	PMBHFLCSDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	POMPANOBCH	PMBHFLTADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	POMONAPARK	PMPKFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PANAMACITY	PNCYFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PENSACOLA	PNSCFLWADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PNTVDRABCH	PNVDFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PERRINE	PRRNFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PIERSON	PRSNFLFRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	PTST LUCIE	PTSLFLSOCG0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SEBASTIAN	SBSTFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	KEYS	SGKYFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	OVIEDO	SNFRFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SANFORD	SNFRFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	STAUGUSTIN	STAGFLSHRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	ST JOHNS	STAGFLWGRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	JENSEN BCH	STRTFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	STUART	STRTFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	SUNNYHILLS	SYHSFLCCRS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	TRENTON	TRENFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	TITUSVILLE	TTVLFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	VERNON	VERNFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	VERO BEACH	VRBHFLMADS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WELAKA	WELKFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WPALMBEACH	WPBHFLRPDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	WEEKICHSPG	WWSPFLSHDS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	YONGSTFNTN	YNFNFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	YANKEETOWN	YNTWFLMARS0
BELLSOUTH TELECOMM INC DBA SOUTHERN BELL TEL & TEL	YULEE	YULEFLMARS0
VERIZON FLORIDA INC.	BARTOW	BRTWFLXA53H
VERIZON FLORIDA INC.	ENGLEWOOD	ENWDFLXA47H
VERIZON FLORIDA INC.	FROSTPROOF	FRSTFLXA63H
VERIZON FLORIDA INC.	INDIANLAKE	INLKFLXARSA
VERIZON FLORIDA INC.	LAKELAND	LKLDLFXN85H
VERIZON FLORIDA INC.	LAKE WALES	LKWFLXERSA
VERIZON FLORIDA INC.	TAMPANTH	LNLKFLXA99H
VERIZON FLORIDA INC.	MULBERRY	MLBYFLXARSA

VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.  
VERIZON FLORIDA INC.

HUDSON	MNLKFLXA85H
MYAKKA	MYCYFLXA32H
NORTH PORT	NRPTFLXA42H
TAMPAWST	OLDSFLXA85H
POLK CITY	PKCYFLXARSA
BRADENTON	PLSLFLXA79H
HAINESCITY	POINFLXARSA
PALMETTO	PRSHFLXARSA
PLANT CITY	PTCYFLXA75H
STPETERSBG	SPBGFLXS86H
TAMPA	TAMPFLXA1JB
CLEARWATER	TAMPFLXAW44
NWPTRICHEY	TAMPFLXAW44
SARASOTA	TAMPFLXAW44
TAMPACEN	TAMPFLXEDS0
TARPON SPG	TRSPFLXA93H
VENICE	VENCFLXSDS0
WINTER HVN	WNHNFLXC29H
ZEPHYRHILS	ZPHYFLXA78H

**Exhibit C – Sample Residential and Business Customer Bill**

Sample invoice

All American Home Phone, Inc.  
 4315 Bluebonnet Blvd Suite A  
 Baton Rouge LA, 70809

800-673-1529

Leithe Peete  
 281 Adams Pl  
 Apt 1  
 Pahokee, FL 33476

**ACCOUNT STATEMENT**

Account	42938
Invoice Number	294354
Invoice Date	04/01/2009
Invoice Due	04/17/2009
Billing Telephone	(561) 9243152
Previous Balance	\$54.64
Previous Payment	\$0.00
Current Charges	\$38.67
<b>TOTAL DUE</b>	<b>\$93.31</b>

**Local Charges**

Telephone	Charge Description	Billing Date	Price
(561) 9243152	Lifeline ~ Super 6	04/22/2009 - 05/21/2009	26.95
	Lifeline certification - Food Stamps	04/22/2009 - 05/21/2009	0.00
	<b>Total Local Charges</b>		<b>26.95</b>

**Taxes and Other Applicable Fees**

Name	Amount
Federal Excise Tax	0.23
E-911	0.50
Statutory Gross Receipts	0.85
Telecommunications Relay Service Surcharge	0.11
Communications Services Tax	1.97
FCC Authorized Line Charge	6.50
Local Number Portability Fee	0.35
Regulatory Cost Recovery Fee	1.19
FCC Regulatory Fee (Wireline)	0.02
<b>Total Taxes and Other Fees</b>	<b>11.72</b>





*Resale*

BILLING NUMBER 904 Q83-0172 172  
 BILLING PERIOD JAN 13, 2009 00013

**CLUB Service**

**SUMMARY OF CHARGES BILLED**

TOTAL AMOUNT OF LAST BILL	36,574.94	
PAYMENTS APPLIED THROUGH JAN 15	50.00 <sup>R</sup>	
ADJUSTMENTS APPLIED THROUGH JAN 15	1,612.81 <sup>R</sup>	
BALANCE FROM LAST BILL . . . . .		34,912.13
 CURRENT CHARGES		
AT&T	26,019.26	<i>50.00</i>
TOTAL CURRENT CHARGES . . . *** DUE BEFORE FEB 04 ***		<del>26,019.26</del>

TOTAL AMOUNT DUE . . . . .	<b>60,931.39</b>
----------------------------	------------------



UNE

BILL NO 305 Q88-1089 089  
 INVOICE NO 305Q881089-09008  
 BILL DATE JAN 08,2009  
 OCN 830B PAGE 1

EVERYCALL  
 COMMUNICATIONS INC  
 4315 BLUEBONNET BLVD  
 SUITE A  
 BATON ROUG LA 70809

FOR TELCO USE:  
 ICSC DFC BS01

BILLING INQUIRIES CALL (800) 773-4967  
 WEB ADDRESS: wholesale.att.com  
 Services in this bill are provided by BellSouth Telecommunications, Inc.,  
 D/B/A AT&T FLORIDA

AT&T SWITCHED ACCESS SERVICE  
 UNBUNDLED LINE PORT

\* \* \* BALANCE DUE INFORMATION \* \* \*

TOTAL AMOUNT OF LAST BILL		66.38
PAYMENTS APPLIED - SEE DETAIL		66.38CR
ADJUSTMENTS APPLIED - SEE DETAIL		0.00
LOCAL	0.00	
ZERO BALANCE DUE - SEE DETAIL . . . . .		0.00

\* \* \* DETAIL OF CURRENT CHARGES \* \* \*

TOTAL - FLORIDA - 5191		
MONTHLY ACCESS CHARGES		
FROM JAN 08 THRU FEB 07		51.60
LOCAL	51.60	
OTHER CHARGES AND CREDITS - SEE DETAIL		0.82
LOCAL	0.82	
USAGE CHARGES - SEE DETAIL		6.99
LOCAL	6.99	
TOTAL CURRENT CHARGES * DUE BY FEB 09 * . . . . .		59.41
		-----
	TOTAL AMOUNT DUE	59.41
		-----

Exhibit D – Affidavit

**APPLICANT CERTIFICATION**

State of Louisiana  
 County of East Baton Rouge Parish


My name is Kyle Coats, I am employed by  
Every Call Communications, Inc., located at  
4315 Blochmanet Blvd Suite A, Baton Rouge La 70809 as its  
President. I am an officer of the Company and am authorized to provide  
 the following certifications on behalf of the Company. This certification is being given to  
 support the Eligible Telecommunications Carrier petition filed by my Company with the Florida  
 Public Service Commission (PSC).

Company hereby certifies the following:

1. Company will follow all Florida Statutes, Florida Administrative Rules, and Florida PSC Orders relating to Universal Service, Eligible Telecommunications Carriers, and the Florida Link-Up and Lifeline Program.
2. Company will follow all FCC rules, FCC Orders, and regulations contained in the Telecommunications Act of 1996 regarding Universal Service, ETCs, Link-Up and Lifeline, and toll limitation service.
3. Company agrees that the Florida PSC may revoke a carrier's ETC status for good cause after notice and opportunity for hearing, for violations of any applicable Florida Statutes, Florida Administrative Rules, Florida PSC Orders, failure to fulfill requirements of Sections 214 or 254 of the Telecommunications Act of 1996, or if the PSC determines that it is no longer in the public interest for the company to retain ETC status.
4. Company understands that if its petition for ETC status is approved, it will be for limited ETC status to provide Link-Up, Lifeline, and toll-limitation service only, and the Company will be eligible only to receive low-income support from the Universal Service Fund.
5. Company understands that it may only receive reimbursement from the Universal Service Administrative company (USAC) for active customer Link-Up and Lifeline access lines which are provided using its own facilities or using access lines obtained as wholesale local platform lines (formerly UNE lines) from another carrier. The Company shall not apply to USAC for reimbursement of Link-Up and Lifeline access lines obtained from an underlying carrier which already receive a Lifeline and/or Link-Up credit provided by the underlying carrier.
6. Company understands that the PSC shall have access to all books of account, records and property of all eligible telecommunications carriers.

7. Company understands that low income support reimbursed by USAC for toll limitation service is available only for the incremental costs that are associated exclusively with toll limitation service.
8. Company agrees that upon request, it will submit to the PSC a copy of Form 497 forms filed with USAC to:  
Florida Public Service Commission  
Division of Regulatory Compliance, Market Practices Section  
2540 Shumard Oak Drive  
Tallahassee, Florida 32303
9. Company understands that in accordance with the Florida Lifeline program, eligible customers will receive a \$13.50 monthly discount on their phone bill, \$3.50 of which is provided by the ETC, and \$10.00 of which is reimbursable from the Federal Universal Service Fund.

**I am aware that pursuant to Section 837.06, F.S., whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree.**

  
Signature  
Kyle Coats  
Printed Name

4/9/09  
Date

Business Address:  
4315 Bluebonnet Blvd  
Suite A  
Baton Rouge La 70809