

Morgan Lewis

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ORIGINAL

July 30, 2019

Via Overnight Courier

Carlotta S. Stauffer, Commission Clerk
Florida Public Service Commission
Gerald Gunter Building
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399

REDACTED

RECEIVED-FPSC
2019 JUL 31 AM 10:29
COMMISSION
CLERK

Re: Application of NGA 911, L.L.C. for Authority to Provide Telecommunications Services Within the State of Florida

Dear Ms. Stauffer:

Enclosed for filing with the Commission are an original and one (1) copy of the above-referenced Application of NGA 911, L.L.C. ("Applicant"). Also enclosed is a check in the amount of \$500.00 to cover the requisite filing fee.

Pursuant to Sections 364.183(1) and 364.183(3), Florida Statutes, Applicant respectfully requests confidential treatment of the financial statement provided as **Confidential Exhibit D** to the Application. Since Applicant considers the financial statement in its entirety to be confidential, **Confidential Exhibit D** is redacted from the Application and two (2) copies of **Confidential Exhibit D** is provided under seal.

Please date-stamp the extra copy of the Application and return it in the envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact the undersigned at (202) 739-3000.

Respectfully submitted,

Catherine Wang
Brett P. Ferenchak

Counsel for NGA 911, L.L.C.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward deposit information to Records.
Initials of person who forwarded check:

- COM _____
 - AFD _____
 - APA _____
 - ECO _____
 - ENG _____
 - GCL _____
 - IDM** 1
 - CLK _____
- Enclosures

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FLORIDA PUBLIC SERVICE COMMISSION

OFFICE OF INDUSTRY DEVELOPMENT AND MARKET ANALYSIS

APPLICATION FOR ORIGINAL AUTHORITY OR TRANSFER OF AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICE IN THE STATE OF FLORIDA

INSTRUCTIONS

This form should be used as the application for an original certificate and transfer of an existing certificate (from a Florida certificated company to a non-certificated company). In the case of a transfer, the information shall be provided by the transferee. If you have other questions about completing the form, call **(850) 413-6600**.

Print or type all responses to each item requested in the application. If an item is not applicable, please explain. All questions must be answered. If unable to answer the question in the allotted space, please continue on a separate sheet.

Once completed, submit the **original and one copy** of this form along with a **non-refundable** fee of **\$500.00** to:

**Florida Public Service Commission
Office of Commission Clerk
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

APPLICATION

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 rather than apply for a new certificate.

Please provide the following:

1. Full name of company, including fictitious name(s), that must match identically with name(s) on file with the Florida Department of State, Division of Corporations registration:
NGA 911, L.L.C. ("NGA 911")

2. The Florida Secretary of State corporate registration number:
M18000011168. Please see Exhibit A for evidence of NGA 911's authority to transact business in Florida.

3. F.E.I. Number: 82-3960315

4. Structure of organization:

The company will be operating as a:
(Check all that apply):

- | | |
|---|---|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Other, please specify below: |
-

If a partnership, provide a copy of the partnership agreement.

If a foreign limited partnership, proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS). The Florida registration number is: M18000011168

5. Who will serve as point of contact to the Commission in regard to the following?

(a) This application:

Name: Catherine Wang and Brett P. Ferenchak
Title: Counsel to Applicant
Street Address: 1111 Pennsylvania Avenue, N.W.
City: Washington
State: DC
Zip: 20004-2541
Telephone No.: (202) 739-3000
Fax No.: (202) 739-3001
E-Mail Address: catherine.wang@morganlewis.com
brett.ferenchak@morganlewis.com

(b) Ongoing operations of the company:

(This company liaison will be the point of contact for FPSC correspondence. This point of contact can be updated if a change is necessary but this must be completed at the time the application is filed).

Name: Don Ferguson
Title: Chief Executive Officer
Street Address: 8383 Wilshire Blvd., Suite 800
City: Beverly Hills
State: CA
Zip: 90211
Telephone No.: (213) 284-1480
Fax No.: (646) 632- 1311
E-Mail Address: don@nga911.com
Company Homepage: www.nga911.com

(c) Optional secondary point of contact or liaison:

(This point of contact will not receive FPSC correspondence but will be on file with the FPSC).

Name: Michelle Bland
Title: Senior Vice President, Operations
Street Address: 8383 Wilshire Blvd., Suite 800
City: Beverly Hills
State: CA
Zip: 90211
Telephone No.: (877) 899- 8337 Ext. 1016
Fax No.: (646) 632- 1311
E-Mail Address: michelle@nga911.com

6. Physical address for the applicant that will do business in Florida:

Street address: 8383 Wilshire Blvd, Suite 800
City: Beverly Hills
State: CA
Zip: 90211
Telephone No.: (877) 899-8337
Fax No.: (646) 632-1311
E-Mail Address: www.nga911.com

7. List the state(s), and accompanying docket number(s), in which the applicant has:

(a) **operated** as a telecommunications company.

As of March 11, 2019, NGA 911 began providing services in the State of Louisiana. In addition, Applicant provides service through live pilot programs via tests of the NGA 911 system within a Public Safety Answering Point (PSAP), not with live traffic, in the following states: California, Texas and West Virginia. Applicant is operating pilot programs and will launch statewide ESInet and Next Generation Core Services in states where it is authorized as it is awarded contracts via RFP processes.

(b) **applications pending** to be certificated as a telecommunications company. **NGA 911 has applications pending in Illinois (Dkt. No. 19-0203), New York (Matter No. 19-00729), Pennsylvania (Dkt. Nos. A-2019-3009273 & A-2019-3009292) and Virginia (Case No. PUR-2019-00027) seeking authority to provide local exchange, interexchange telecommunications and/or competitive access provider services.**

(c) **been certificated** to operate as a telecommunications company. **Please see Exhibit B.**

(d) **been denied authority** to operate as a telecommunications company and the circumstances involved. **NGA 911 has not been denied authority in any jurisdiction to operate as a telecommunications company.**

(e) **had regulatory penalties imposed** for violations of telecommunications statutes and the circumstances involved. **NGA 911 has not been the subject of or had any penalties imposed upon it in any jurisdiction for violations of state or federal telecommunications statutes.**

(f) **been involved in civil court proceedings** with another telecommunications entity, and the circumstances involved. **NGA 911 has not been involved in any civil court proceedings with another telecommunications company.**

8. The following questions pertain to the officers and directors. Have any 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? Yes No

If yes, provide explanation.

(b) granted or denied a certificate in the State of Florida (this includes active and canceled certificates)? Granted Denied Neither

If granted provide explanation and list the certificate holder and certificate number.

If denied provide explanation.

(c) an officer, director, and partner in any other Florida certificated telecommunications company? Yes No

If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. Florida Statute 364.335(1)(a) requires a company seeking a certificate of authority to demonstrate its managerial, technical, and financial ability to provide telecommunications service.

Note: *It is the applicant's burden to demonstrate that it possesses adequate managerial ability, technical ability, and financial ability. Additional supporting information may be supplied at the discretion of the applicant. For the purposes of this application, financial statements MUST contain the balance sheet, income statement, and statement of retained earnings.*

- (a) **Managerial ability**: An applicant must provide resumes of employees/officers of the company that would indicate sufficient managerial experiences of each. Please explain if a resume represents an individual that is not employed with the company and provide proof that the individual authorizes the use of the resume. **Please see Exhibit C.**
- (b) **Technical ability**: An applicant must provide resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance. Please explain if a resume represents an individual that is not employed with the company and provide proof that the individual authorizes the use of the resume. **Please see Exhibit C.**
- (c) **Financial ability**: An applicant must provide financial statements demonstrating financial ability by submitting a balance sheet, income statement, and retained earnings statement. An applicant that has audited financial statements for the most recent three years must provide those financial statements. If a full three years' historical data is not available, the application must include both historical financial data and pro forma data to supplement. An applicant of a newly established company must provide three years' pro forma data. If the applicant does not have audited financial statements, it must be so stated and signed by either the applicant's chief executive officer or chief financial officer affirming that the financial statements are true and correct.

Although formed in 2016, Applicant did not become an operating entity until 2018 when, in connection with further capitalization of the company, NGA 911, Inc. contributed substantially all of its assets to Applicant and became Applicant's majority owner. Therefore, Applicant does not have financial statements for a three-year period. Nor does Applicant have audited financial statements. Therefore, Applicant provides as Confidential Exhibit D: (i) unaudited financial statements for 2018 and (ii) a statement from Applicant's Chief Financial Officer that the unaudited financial statements are true and correct. In addition, Applicant includes with Confidential Exhibit D, a three-year pro forma financial statement. The financial statements in Confidential Exhibit D demonstrate that Applicant has the financial resources to provide its proposed services in Florida. Applicant has sufficient financial resources to initiate and maintain the services and related operations in Florida as proposed in this Application.

Because Applicant is a privately held company, Applicant requests that the financial statements provided as Confidential Exhibit D be treated as confidential and proprietary, pursuant to Rule 25-22.006(5), and not to be made part of the public record.

10. Where will you officially designate as your place of publicly publishing your schedule a/k/a tariffs or price lists)? (Tariffs or price lists MUST be publicly published to comply with Florida Statute 364.04).

Florida Public Service Commission

Website – Please provide Website address: www.nga911.com. **NGA 911's proposed Price List is included as Exhibit E.**

Other – Please provide address: _____

THIS PAGE MUST BE COMPLETED AND SIGNED

REGULATORY ASSESSMENT FEE: I understand that all telecommunications companies must pay a regulatory assessment fee. A minimum annual assessment fee, as defined by the Commission, is required.

RECEIPT AND UNDERSTANDING OF RULES: I understand the Florida Public Service Commission's rules, orders, and laws relating to the provisioning of telecommunications company service in Florida.

APPLICANT ACKNOWLEDGEMENT: By my signature below, I, the undersigned owner or officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical ability, managerial ability, and financial ability to provide 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 have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules, orders and laws.

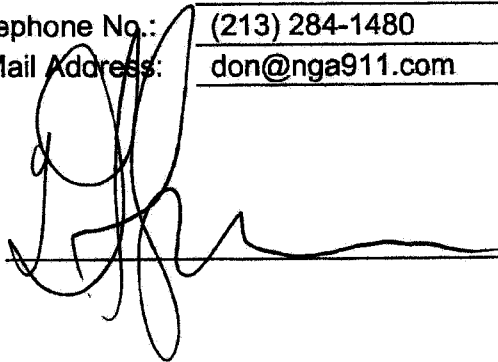
Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "**Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s.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

I understand that any false statements can result in being denied a certificate of authority in Florida.

COMPANY OWNER OR OFFICER

Print Name: Don Ferguson
Title: Chief Executive Officer
Telephone No.: (213) 284-1480
E-Mail Address: don@nga911.com

Signature: _____



Date: _____

7/28/19

EXHIBITS

- Exhibit A – Evidence of Authority to Transact Business**
- Exhibit B – List of States Where NGA 911 Is Certificated**
- Exhibit C – Managerial and Technical Qualifications**
- Exhibit D – FINANCIAL STATEMENTS OF NGA 911
(*CONFIDENTIAL-FILED UNDER SEAL*)**
- Exhibit E – Proposed Price List**

EXHIBIT A

Evidence of Authority to Transact Business

State of Florida

Department of State

I certify from the records of this office that NGA 911, L.L.C. is a California limited liability company authorized to transact business in the State of Florida, qualified on December 11, 2018.

The document number of this limited liability company is M18000011168.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on April 2, 2019, and that 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 Capital, this
the Second day of April, 2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 2125576470CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

EXHIBIT B

Response to Question 7(c) List of States Where NGA 911 Is Certificated

Jurisdiction	Docket Number and Type of Authorization
California	Docket No. 18-05-009 Competitive facilities-based and resold local exchange and interexchange telecommunications services
Georgia	Docket No. 42318 Competitive Local Exchange Carrier
Louisiana	Docket No. S-35067 Competitive Access Provider
Montana	Docket No. N/A Telecommunications Service Provider Registration (facilities-based and resold local exchange and interexchange and other telecommunications services)
Nevada	Docket No. 19-02015 Competitive Telecommunications Service Provider (permits local exchange and interexchange services)
South Carolina	Docket No. 2018-331-C Resold and facilities-based local exchange and interexchange
South Dakota	Docket No. TC19-003 Resold and Facilities-Based Local Exchange and Interexchange Telecommunications Services
Texas	Docket No. 48566 SPCOA to provide facilities-based, data and resale telecommunications services (local exchange)
Utah	Docket No. 19-2612-01 Intrastate Public Telecommunications Services
West Virginia	Case No. 18-1127-T-CN Facilities-based and resold competitive local exchange and interexchange
Wisconsin	Docket No. 11046-NC-100 Alternative telecommunications utility to offer intrastate telecommunications service, access services, and all other telecommunications services available for certification

EXHIBIT C

Management Biographies and Qualifications

Officers and Directors

DON FERGUSON, *Founder & CEO*

Don Ferguson is Founder and CEO of NGA 911 LLC, a leading innovator in the adoption of Next Generation 9-1-1. Prior founding NGA 911, Don was CEO from Mobiletrec from 2008-2015. Don served as a member of President Barack Obama's technology and Innovation brainstorming team on modernizing public safety communications. Don has also held various positions in other technology companies.

ED VEA, *Chief Technology Officer*

Ed is an engineering executive with global experience in telecommunications and next generation technologies. At NGA, he is member of an unparalleled team of industry experts engineering Next Generation 9-1-1 for the Cloud where it belongs. Previously, he also served as a member of the FirstNET response team covering engineering, quality, process and solution modeling tasks for Rivada Networks. He also had various positions at other telecommunications and related companies including those a focus on public safety communications systems.

DAROLD WHITMER, *Senior Vice President, Strategic Relationships*

Darold joins the team with 25 years of service in Public Safety, most recently leading Frontier Communications 9-1-1 sales efforts in California. Darold leads NGA 911 in developing new relationships and nurturing existing ones as we work toward our goal of moving public safety into affordable, effective, streamlined NG9-1-1 services.

BILL MUNN, *Vice President*

Bill is a lifelong emergency services professional with a passion for public safety. As Executive Director of the Tarrant County 9-1-1 District, he spearheaded the successful implementation of an enhanced 9-1-1 network serving 1.9 million people in the DFW area.

MICHELLE BLAND, *Senior Vice President, Operations*

With 10 years' experience in the industry, Michelle Bland joins NGA 911 as Director of Services. She began her emergency services career as 9-1-1 program manager for the California Highway Patrol, later moving into a role as Procurement Manager for the California Department of Technology.

MIGUEL MARTINEZ, *Senior Solutions Engineer*

Miguel has almost 30 years in the telecommunications industry. In his previous role as a Sales Engineer with Motorola, Miguel was actively involved in the design and

engineering of many 9-1-1 solutions, from small 2-position PSAPs to hosted, regional systems.

STEVE O'CONNOR, *Industry Compliance*

Steve has over 30 years' experience in public safety. He currently serves as Co-Chair of NENA's i3Architecture Working Group, managing and overseeing the development of the NENA i3 Standard for Next Generation 9-1-1.

CHARMAINE FRANCESCA (ISHKA) VILLACISNEROS

Chief Financial Officer/Controller

See attached resume of Charmaine Francesca (Ishka) Villacisneros

Board of Directors

LARRY RUSS, *Board Member*

Larry Russ is a founding partner and co-head of the litigation department of Russ August & Kabat. As an active trial attorney, Mr. Russ focuses on trademark, copyright, patent, business torts, trade regulation and advertising law and complex litigation. Mr. Russ also works extensively on antitrust and unfair competition matters.

In addition to his law practice, Mr. Russ is the past President and a member of the Board of Directors of the Jewish National Fund Los Angeles zone. Mr. Russ is also involved as a principal of several well-known Los Angeles apparel companies including world renowned retailer, American Rag Cie. In 2014, Mr. Russ/ American Rag Cie was selected as a finalist by the Los Angeles Business Journal at the prestigious Southern California Apparel Awards, and WeAr Magazine, a world renowned international magazine focusing on the apparel industry, announced that American Rag Cie was voted as the best retail denim store in the world.

Mr. Russ is also active in helping emerging and troubled companies raise funds and is an active investor and advisor to Transom Capital, a firm that has acquired such companies as Blue Microphones, Uncle Milton Toys, Bravo, Heathco and other diverse companies. For a number of years, Mr. Russ served as an associate editor of the Association of Business Trial Lawyers quarterly publication. He is an active member of the Los Angeles County Bar Association, Litigation, Antitrust and Intellectual Property Law Sections as well as an active member of the American Bar Association Antitrust and Intellectual Property Law Sections. Mr. Russ was recognized as a Super Lawyer by the Publishers of Los Angeles Magazine from 2008-2019. From 2013-2019, Mr. Russ was recognized as a Southern California Top 100 Super Lawyer. Mr. Russ was also selected to The American Lawyer's Top Rated IP Lawyers list in 2015 and to The Best Lawyers In America list for Patent Litigation from 2012-2019.

KOOROSH RAD, *Board Member*

Koorosh Rad is the president of Unique Tronics Inc., a leading consumer electronics distribution company in Los Angeles. The company was formed in 1991, along with two other partners, which have since been bought out by Mr. Rad. Under his leadership, the

company has grown to a multi-million dollar distribution company, nationally and internationally. Mr. Rad has served as a partner, manager of many different real estate companies nationally and has successfully purchased, remodeled and rebuilt industrial buildings and raw land.

Mr. Rad's career started in the restaurant industry out of college, rising from assistant manager to management programs, and earning several manager of the month and year awards, in a large national chain. Mr. Rad successfully purchased and ran his own restaurant for several years.

Mr. Rad has served as a board member for Westchester County home owner's association from 2016 to 2018. He has also served on the board of Beith David Synagogue, a small temple in Tarzana, which bears the names of his late parents.

ELIO GALAM, *Board Member*

Elio "Ollie" Galam started Avant for Men clothing store in 2008, located in Highland Park, Illinois. In August of 2008 at the height of economic downturn his leadership guided Avant to be one of Chicagoland's finest Men's haberdasheries. With current annual sales of approximately 3 million dollars and nearly doubling the stores square footage Avant has become a well-respected player in the menswear and fashion industry to this day. Ollie has spent 33 years in the Men's apparel industry.

Prior to Avant for Men, Ollie was President of Executive Clothiers in Prospect Heights, Illinois from 1994 to 2008. He successfully exited the business and transitioned all of his employees' to the new Highland Park store.

From 1985 to 1994 Ollie was with Mark Shale Men's Stores. Starting on the sales floor in 1985 and quickly moving to senior management in 6 months. He assisted in buying, display, budgets, hiring, and management duties.

EXHIBIT D

NGA 911, L.L.C.

Docket No. _____

**Application for Authority to Provide Telecommunications Service
Within the State of Florida**

**CONFIDENTIAL MATERIAL –
FILED UNDER SEAL**

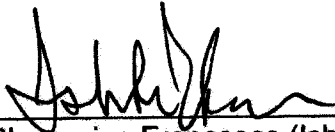
(1) Confidential Copy

(1) Highlighted Confidential Copy

Statement of Chief Financial Officer Regarding Financial Statements

The undersigned Chief Financial Officer of NGA 911, L.L.C. affirms that, to the best of my knowledge, information, and belief, the financial information provided as an Exhibit to the Application of NGA 911, L.L.C. for Original Authority to Provide Telecommunications Service in the State of Florida is accurate in all material respects.

I declare under penalty of perjury that the foregoing is true and correct. Executed this 22 day of July, 2019.



Charmaine Francesca (Ishka) Villacisneros
Chief Financial Officer/Controller

EXHIBIT E

Proposed Price List

TITLE SHEET

FLORIDA

TELECOMMUNICATIONS PRICE LIST

of

NGA 911, L.L.C.

This price list contains the descriptions, regulations, and rates applicable to the provision of local exchange and interexchange telecommunications services by NGA 911, LLC within the State of Florida with principal offices are 8383 Wilshire Boulevard, Suite 800, Beverly Hills, CA 90211. Copies may be inspected during normal business hours at the Company's principal place of business and this price list is available on the Company's website at www.nga911.com.

Issued: July 30, 2019

Effective: _____, 2019

Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

TARIFF CHECK SHEET

Current sheets in this price list schedule are as follows:

<u>Sheet</u>	<u>Revision</u>
Title	Original
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
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27	Original
28	Original
29	Original
30	Original
31	Original

Issued: July 30, 2019

Effective: _____, 2019

Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

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PRELIMINARY STATEMENT

NGA 911, LLC (the "Company") has been granted authority by the Florida Public Service Commission (the "Commission") to provide resold and facilities-based competitive local exchange, services within the State of Florida, subject to the availability of suitable facilities. This price list applies only to services for which applicable law or Commission orders require the provision of service on a tariffed basis. Otherwise, all services are furnished on a fully non-tariffed basis.

Issued: July 30, 2019

Effective: _____, 2019

Don Ferguson, Chief Executive Officer
8383 Wilshire Blvd., Suite 800
Beverly Hills, CA 90211

SYMBOLS USED IN THIS PRICE LIST

- (C) Indicates change in text of regulations
- (D) Indicates material that has been deleted
- (I) Indicates an increase in rates
- (M) Indicates material moved
- (N) Indicates new rates or regulations
- (R) Indicates change resulting in a decrease in rates
- (T) Indicates temporary rates and/or surcharges

Rule 1 – Definitions

Unless the context otherwise requires or, in the case of a special contract, other definitions apply, the following definitions govern the meaning of terms used in this price list and in special contract for local exchange service.

Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional telephone service.

Business Hours: The phrase "business hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.

Commission: The term "Commission" means the Florida Public Service Commission.

Company: The term "Company" or "Utility" means NGA 911, LLC

Customer: The term "Customer" is synonymous with the term "Subscriber" and means the entity that contracts for service under this price list or, as set forth herein, is otherwise responsible for the payment of charges and compliance with the Company's regulations.

Day: The term "Day," when used for purposes of applying rates, means 8:00a.m. to 5:00p.m., Monday through Friday, including Legal Holidays.

Delinquent or Delinquency: The terms "delinquent" and "delinquency" refer to an account for which payment has not been paid in full on or before the last day for timely payment.

Holiday: The term "Holiday" means New Year's Day (January 1), Washington's Birthday (3rd Monday in February), Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day, and Christmas Day (December 25).

Incumbent LEC: The term "Incumbent LEC" means either of the following local exchange carriers: AT&T, Frontier, CalCom, or Citizens.

Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 820192.

Subscriber: See definition of "Customer."

Rule 2 – Description of Service

A. The Company provides emergency call routing, transport, and related functionalities to public safety answering points (PSAPs). Certain services and functionalities are subject to mandatory tariffing requirements. Descriptions of the Company’s services in this price list are for illustrative purposes and shall not be interpreted as meaning that all such described services are provided pursuant to this price list; this price list applies only to services that are subject to mandatory tariffing.

B. Demarcation

The Company does not undertake, by this price list to provide, maintain, repair, or operate any wiring, equipment, facilities, or service on the Subscriber’s side of the point of demarcation. In the event that Subscriber reports a service problem that is determined to be due to one or more causes on Subscriber’s side of the point of demarcation, Subscriber shall pay the Company its prevailing minimum charge for premises visits, plus its charges (also at its prevailing rates) for any labor and materials expended in repairing the problem.

Rule 3 – Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this price list.
- B. At the time of all initial contacts for service, Applicants will be informed of the services available to the class of Subscriber to which the Applicant belongs.
- C. Service may be initiated based on a written or oral agreement between the Company and the Applicant. In either case, prior to the agreement, the Subscriber shall be informed of all rates and charges for the services the Subscriber desires and any other rates or charges that will appear on the Subscriber's first bill. If the Company accepts a written or oral request for service, the Company will, within 10 days of initiating the service order, provide written confirmation that includes a brief description of the services ordered, itemization of all charges that will appear on the customer's bill, and a statement of all material terms and conditions that could affect what the Subscriber pays for service. The written confirmation will be in the language in which the sale was made.
- D. Within 10 days of initiating service, the Company will provide all new Subscribers with a written statement of all material terms and conditions that could affect what the Subscriber pays for local exchange services provided by the Company.
- E. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.
- F. Applicants who are denied service due to failure to establish credit or pay a deposit will be given the reason for the denial in writing within 10 days of the denial of service.

Rule 4 – Contracts

- A. To the extent that the Company is required by order of the Commission or other applicable law to abide by the provisions of this price list in the furnishing of service, no deviation from such provisions is permitted except by special contract filed and approved by the Commission.
- B. Each special contract shall contain the following provision: "This contract shall at all times be subject to such changes or modifications by the Florida Public Service Commission said Commission may from time to time direct in the exercise of its jurisdiction."

Rule 5 - Special Information Required on FormsA. Customer Bills

The Company will be identified on each bill. Each bill will prominently display a toll-free number for service or billing inquiries, along with an address where the Subscriber may write. If the Company uses a billing agent, the Company will also include the name of the billing agent. Each bill for service will contain notations concerning the following areas:

- (1) When to pay the bill;
- (2) Billing detail including the period of service covered by the bill;
- (3) Late payment charge and when applied;
- (4) How to pay the bill;
- (5) Questions about the bill;
- (6) In addition to the above, each bill will include the following statement:

"This bill is now due and payable; it becomes subject to a late payment charge if not paid within 20 calendar days of the due date, which is the date of mailing, as shown by the postmark on the billing envelope, or such later date as shown on the bill itself. Should you question this bill, please request an explanation from the Company.

B. Deposit Receipts

Each deposit receipt shall contain the following provisions:

"This deposit, less the amount of any unpaid bills for service furnished by the Company, shall be refunded, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first. However, deposits may not receive interest if the customer has received a minimum of two notices of discontinuance of service for nonpayment of bills in a 12-month period."

Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

1. The Applicant provides a credit history acceptable to the Company. Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.

or

2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

Rule 7 - Deposits and Advance PaymentsA. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed one and one-half times the estimated average total monthly bill for all services.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number of dependents, condition of physical handicap, source of income, or geographical area of business.
4. Refund or Credit: The Company will refund the deposit, less the amount of any unpaid bills for service furnished by the Company, together with any interest due, within 30 calendar days after the discontinuance of service, or after 12 months of service, whichever comes first.
5. Interest: Interest will be added to the deposit using the 3-month commercial paper rate published by the Federal Reserve Board, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period in accordance with Rule 8.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered. An Applicant will not be required to pay in advance for usage.
2. Negotiation of a Subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

Rule 8 - NoticesA. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber must be given by written notice mailed to the Subscriber's last known address. Where written notice is given to a Subscriber or the Commission, the notice will be of a legible size and printed in type having a minimum point size of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service, included promotional offerings, will be provided in writing upon request by an Applicant or Subscriber. Requests for such information may be made by contacting the Company during regular Business Hours by telephone at 877-899-8337. Notice of increases in rates or more restrictive terms and conditions will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. Subscribers will be advised of optional service plans in writing as they become available. Subscribers will be advised of other changes to the rates, terms, or conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

1. Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

Rule 8 – Notices (Cont'd)C. Discontinuance of Service (Cont'd)

2. Notices to discontinue service for nonpayment of bills will be provided in writing by first class mail to the Subscriber not less than 10 calendar days prior to termination. Each notice will include all of the following information:
 - a. The name and address of the Subscriber.
 - b. The amount that is delinquent.
 - c. The date when payment or arrangements for payment must be made in order to avoid termination.
 - d. The procedure the Subscriber may use to request amortization of the unpaid charges.
 - e. The procedure the Subscriber may use to initiate a complaint or to request an investigation concerning service or charges.
 - f. The telephone number of the Company's representative who can provide additional information or institute arrangements for payment.
 - g. The telephone number of the Commission where the Subscriber may direct inquiries.

D. Change of Ownership or Identity

The Company will notify Subscribers in writing of a change in ownership or identity in the Company's next monthly billing cycle.

E. Privacy

The Company is restricted from releasing nonpublic customer information. The Company will furnish Subscribers with a written description of how it handles Subscribers' private information and a disclosure of any ways that such information might be used or transferred that would not otherwise be obvious to the Subscriber. This information will be provided at the time service is initiated and annually thereafter.

Rule 8 - Notices (Cont'd)

F. Other

On request, the Company will provide each Applicant and Subscriber with the following information:

1. Commission Order and Case Number confirming the Company's authority to operate as a telecommunications provider within Florida.
2. The address and telephone number of the Commission to verify its authority to operate.
3. A toll-free number to call for service or billing inquiries, along with an address where the Applicant or Subscriber may write the Company.
4. A full disclosure of all fictitious names under which the Company operates.
5. The names of billing agents the Company uses in place of performing the billing function itself.

G. Violations

A consumer has the right to bring a complaint against the Company if the Company provides information to the consumer that is allegedly in violation of the Company's price lists.

Rule 9 - Rendering and Payment of Bills

- A. Subscribers' bills are issued monthly. The Subscriber will receive bills on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill may contain monthly recurring charges, which are billed in advance, usage charges, which are billed in arrears, and the last date for timely payment, which date will be displayed prominently on the bill. Recurring charges will be prorated in the event that the service for which the charges are made is less than 30 days.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the Company's business office or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscribers' payments are considered prompt when received by the Company or its agent within 20 days of the due date. Payments will be credited within 24 hours of receipt by the Company or its agent. The due date is the date the bill is mailed, as shown by the postmark on the billing envelope, or such later date as set forth on the Subscriber's bill. A Subscriber will have 20 days from the due date to timely pay the charges stated. The last date for timely payment will be displayed prominently on the bill.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if a Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber's deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid for five days from the rendition of written notification or a mutually established late payment arrangement date or 30 days from the date of the bill, the usage charge will be deemed delinquent.
- E. Charges deemed delinquent will be subject to a late payment charge accruing at the rate of 1.5% per month from the due date on all delinquent amounts.
- F. A bill will not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "error file" calls (those that cannot be billed due to the unavailability of complete billing information to the Company), which shall have a five-month backbilling period.

Rule 10 - Disputed Bills

In the event a Subscriber disputes the amount of a bill for the Company's service, the Company will, at the Subscriber's request, conduct an investigation and review of the disputed amount. However, the undisputed portion of the bill must be paid within 15 days of the due date or the Subscriber's service may be subject to disconnection if the Company has notified the Subscriber by written notice of such delinquency and impending termination.

Rule 11 - Discontinuance and Restoration of ServiceA. Discontinuance by Subscribers

1. Subscribers may discontinue service by giving the Company proper notice as specified in Rule 8, section C.1. The Subscriber is responsible for payment of all charges incurred for the period during which service is rendered.
2. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

B. Discontinuance by the Company

1. The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 30 days beyond the due date. In the event an action is brought for nonpayment, the nonprevailing party may be liable for reasonable court costs and attorney's fees as determined by the Commission or by the court.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) In accordance with the provisions of Rule 16.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.

Rule 11 - Discontinuance and Restoration of Service (Cont'd)

B. Discontinuance by the Company (Cont'd)

2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance, which date will be at least 10 days after such notice is given. Service will not be discontinued on a Saturday, Sunday, legal holiday, or any other day when the Company's offices are not available to facilitate reconnection of service.

C. Restoration of Service

The Company will restore service to a Subscriber upon full payment of all amounts due and the Subscriber's payment of a deposit or reestablishment of credit. However, the Company may refuse to accept a personal check if the Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. The Company will impose a charge for restoration of service after disconnection in accordance with its price list.

Rule 12 – Information to be Provided to the Public

- A. A copy of this price list will be available for public inspection during regular business hours at the Company's office 8383 Wilshire Boulevard, Suite 800, Beverly Hills, CA 90021.

Rule 13 - Continuity of Service

In the event that the Company has advance knowledge of an interruption of service for a period exceeding 24 hours, the Company will attempt to notify Subscribers in writing at least one week in advance. Allowances for credit interruptions will be provided in accordance with Rule 14.

Rule 14 – Limitation of Liability**Liability of the Company**

- (A) The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) 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 an act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- (B) The company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, tradename 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 out of the material, data, information, or other conduct revealed to, transmitted by, or used by the Company under this price list; or for any act or omission of the Customer or Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Company, if not caused by negligence of the Company.
- (C) The Company shall not be liable for any defacement of or damages to the premises of a Customer or Subscriber, resulting from the furnishing of service, which is not the result of the Company's negligence.
- (D) Except when a court of competent jurisdiction finds that gross negligence, willful neglect, or willful misconduct on the Company's part has been a contributing factor, the liability of the Company for any claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility (including services and facilities involved in emergency calling activity) or transmission provided under this price list shall not exceed an amount equivalent to the prorata charge to the Customer or Subscriber for the period of service or facility usage during which such interruption, delay, error, omission or defect occurs. For the purpose of computing this amount, a month is considered to have thirty (30) days.

Rule 15 – Use of Service for Unlawful Purposes

The Company's services are furnished subject to the condition that they will not be used for any unlawful purpose. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it may either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Any person who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, may be liable for both the price listed cost of the service received and the Company's cost of investigation and collection as determined by a court.

Rule 16 – Customer Responsibility

1. Customer and any authorized or joint users, jointly and severally, shall indemnify and hold the Company harmless from: (1) claims, loss, damage, expense (including reasonable court costs and attorneys' fees as determined by the Commission or the court), and liability for patent infringement arising from (i) combining with, or using in connection with facilities the Company furnished, facilities Customer, an authorized user, or joint user furnished or (ii) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control, and (2) all other claims, loss, damage, expense (including the reasonable court costs and attorneys' fees as determined by the Commission or the court), or liability arising out of any act or omission by Customer, an authorized user, or joint user in connection with the service.
2. In addition and without limitation, Customer, authorized users, or joint users shall defend, on behalf of the Company and upon request by the Company, any suit brought or claim asserted against the Company for any such claims, including but not limited to slander, libel, or infringement.

Rule 17 – Temporary Service

Provision of temporary service or service to a speculative project for which an extension of facilities by the Company is required will be furnished only on an individual case basis, subject to a special contract.

Rule 18 – Extensions of Lines

The extension of any line or other facilities to enable service to an Applicant for service will be undertaken only on an individual case basis, subject to a special contract.

Rule 19 – Facilities on Customer’s Premises and Service Connections

The Customer shall permit the Company, including its authorized employees, agents, or contractors, such access to the Customer’s premises to enable the Company to install such facilities and equipment at the Customer’s premises that is required to provide service, and to maintain, repair, replace, and remove any such facilities or equipment, once installed.

Rule 20 - Individual Case Basis (ICB)

Rates for ICB arrangements will be developed on a case-by-case basis in response to a bona fide request from a customer or prospective customer. ICB rates will be offered to customers in writing and will be made available to similarly situated customers.

TAXES AND FEES

Municipal excise taxes are billed as separate line items and are not included in the rates quoted herein. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.

SERVICES

EMERGENCY SERVICES

The Company's services are offered on a statewide basis, subject to availability of adequate facilities on a commercially-reasonable basis.

RATES AND CHARGES

NG 9-1-1 Price list Service Item	Unit of Measure	NRC	MRC
NG 9-1-1 Transitional Services			
NRC Project Initiation and Design		\$ICB	-
Selective Routing - as a standalone service		-	\$ICB
ALI and associated data - as a standalone service		-	\$ICB
Geo-coding from ALI Database	Per valid record	-	\$ICB
GIS Data synchronization	Per valid record	-	\$ICB
MSAG update process	Per valid record	-	\$ICB
NG 9-1-1 Trunk Services			
NG 911 Monthly Circuit Cost (1 Mbps)	Per Connection	-	\$ICB
NG 911 Monthly Circuit Cost (10 Mbps)	Per Connection	-	\$ICB
NG 911 Monthly Circuit Cost (100 Mbps)	Per Connection	-	\$ICB
NG 911 Monthly Circuit Cost (1000 Mbps)	Per Connection	-	\$ICB
NG 911 One-time Circuit Install & Test	Per Connection	\$ICB	-
NG 9-1-1 Aggregation Services			
NRC Project Initiation and Design	Per Region	\$ICB	-
IP Soft switch	Regional Call Volume	-	\$ICB
BCF - Border Control Function	Regional Call Volume	-	\$ICB
SBC - Session Border Control	Regional Call Volume	-	\$ICB
Security / firewall	Regional Call Volume	-	\$ICB
Management, monitoring	Regional Call Volume	-	\$ICB
LNG (if SS7 is used)	Per Gateway	-	\$ICB

RATES AND CHARGES (Cont'd)

NG 9-1-1 Price list Service Item	Unit of Measure	NRC	MRC
NG 9-1-1 Regional Core Service			
NGCS per NENA i3 requirements and standards	Per Region	-	\$ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ICB
IV & V - Independent Verification & Validation	Per Region	-	\$ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ICB	\$ICB
PSAP Integration	Per PSAP	\$ICB	-
Performance Reporting	Per Region	-	\$ICB
Call Logging	Per Region	-	\$ICB
Statewide Outage Reporting	Per Region	-	\$ICB
NRC Project Initiation and Design	Per Region	\$ICB	-
NRC New Technology Region Integration	Per Region	\$ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ICB	-
NRC New Technology PSAP Integration	Per hour	\$ICB	-
NG 9-1-1 Prime Specific Functions and Services			
NGCS per NENA i3 requirements and standards	Statewide	-	\$ICB
LPG - Legacy PSAP Gateway	Per Gateway	-	\$ICB
NG Text to 9-1-1 – Web Based OTT	Per position	-	\$ICB
NG Text to 9-1-1 – Integrated Per PSAP - \$			
IV & V - Independent Verification & Validation	Statewide	-	\$ICB
Regional Interoperability Connection (ESInet to ESInet)	Per Region	\$ICB	\$ICB
PSAP Integration	Per PSAP	\$ICB	-
Performance Reporting	Statewide	-	\$ICB
Call Logging	Statewide	-	\$ICB
Outage Reporting	Statewide	-	\$ICB
NRC Project Initiation and Design	Statewide	\$ICB	-
NRC New Technology Statewide Integration	Statewide	\$ICB	-
NRC New Technology PSAP Integration	Per PSAP	\$ICB	-
NRC New Technology PSAP Integration	Per hour	\$ICB	-
Statewide 911 GIS	Per PSAP	\$ICB	-
Statewide Call Data Record Management System	Per PSAP	\$ICB	-
Selective Routing - as a standalone service		-	\$ICB
GIS Data synchronization	Per valid record	-	\$ICB
MSAG update process	Per valid record	-	\$ICB

EXHIBIT D

NGA 911, L.L.C.

Docket No. _____

**Application for Authority to Provide Telecommunications Service
Within the State of Florida**

CONFIDENTIAL MATERIAL – FILED UNDER SEAL

REDACTED

