

# Kott Enterprises, Inc.

Telecom Tariff Consultants

PO Box 275, Center Lovell, ME 04016  
Tel: (207) 928-2144 Fax: (207) 928-2139

Cynthia D. Kott, President  
Alison Kacurov, Administrative Assistant

September 8, 1998

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850

981118-TT

RE: Long Distance America, Inc.

Dear Sir / Madam:

Enclosed please find an original and six copies of the application, tariff and exhibits for filing on behalf of the above referenced long distance reseller.


Also enclosed please find a check in the amount of \$250.00 representational of filing fee.

For purposes of verification of receipt I am enclosing a copy of this transmittal letter and a SASE. Please date stamp copy and return to me.

If there is anything further that you may need to complete this filing, please let me know.

I look forward to working with you on behalf of my client.

Respectfully,

  
Alison Kacurov

AK:ak  
encl.

10002-98

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

**DIVISION OF COMMUNICATIONS**  
**BUREAU OF SERVICE EVALUATION**

**APPLICATION FORM**

for

**AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS**  
**SERVICE WITHIN THE STATE OF FLORIDA**

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**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600**

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251**

1. Select what type of business your company will be conducting (check all that apply):

**Facilities based carrier** – company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

**Operator Service Provider** – company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

**Reseller** – company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

**Switchless Rebiller** – company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

**Multi-Location Discount Aggregator** – company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.

**Prepaid Debit Card Provider** any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. This is an application for (check one):

**Original Authority** (New Company).

**Approval of Transfer** (To another certificated company).

**Approval of Assignment of existing certificate**  
(To an uncertificated company).

**Approval for transfer of control** (To another certificated company).

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

**Long Distance America, Inc.**

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

**Long Distance America, Inc.**

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

**5733 North Andrews Way  
Ft. Lauderdale, Florida 33309**

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

**5733 North Andrews Way  
Ft. Lauderdale, Florida 33309**

7. Structure of organization;

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

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

(a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169 FS), if applicable.

(b) Indicate if the individual or any of the partners have previously been:

**N/A- Applicant is a Florida Corporation**

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **NO**

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

9. If incorporated, please give:

(a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: P98000063872

(b) Name and address of the company's Florida registered agent.  
**Long Distance America, Inc.  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309**

(c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: \_\_\_\_\_

(d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. **NO**
- (2) officer, director, partner of stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not. **NO**

10. Who will serve as liaison with the Commission in regard to (please give, name, title, address and telephone number):

(a) The application: **Alison Kacurov  
Regulatory Consultant  
PO Box 275  
Center Lovell, ME 04016  
(207) 928-2144**

(c) Official Point of contact for the ongoing operations of the company;

**Robert Darigo  
(954) 202-5138**

(d) Tariff;

**Alison Kacurov  
Regulatory Consultant  
PO Box 275  
Center Lovell, ME 04016  
(207) 928-2144**

(e) Complaints / Inquiries from customers;

**Cella Johnson  
(888) 255-0889**

11. List the states in which the applicant:

- (a) Has operated as an interexchange carrier.  
**NONE**
- (b) Has applications pending to be certified as an interexchange carrier.  
**NONE**
- (c) Is certified to operate as an interexchange carrier.  
**NONE**
- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.  
**NONE**
- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.  
**NONE**
- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.  
**NONE**

12. What services will the applicant offer to other certificated telephone companies:

- Facilities.  Operators.
- Billing and Collection.  Sales.
- Maintenance.
- Other: **NONE**

13. Do you have a marketing program?

**Services sold through independent agents.**

14. Will your marketing program:

- Pay commission?
- Offer sales franchises?
- Offer multi-level sales incentives?
- Offer other sales incentives?

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.)

**Commissions will be paid per standard industry commission structure to all agents for Long Distance America, Inc..**

16. Who will receive the bills for your service (Check all that apply)?

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers.                   | <input type="checkbox"/> PATS station end-users.        |
| <input type="checkbox"/> Hotels & motels.                  | <input type="checkbox"/> Hotel & motel guests.          |
| <input type="checkbox"/> Universities.                     | <input type="checkbox"/> Univ. dormitory residents.     |
| <input type="checkbox"/> Other: (specify) _____            |   |

17. Please provide the following (if applicable):

- (a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?  
**Yes, Questions concerning bill will be received directly by company's customer service department.**
- (b) Name and address of the firm who will bill for your service.  
**Direct Bill / LEC agreements where available.**

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

**A. Financial capability.**

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statement, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

**B. Managerial capability. See management backgrounds.**

**C. Technical capability. Company is a reseller – Network provided by underlying carrier.**

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

**See attached.**

20. The applicant will provide the following interexchange carrier services (Check all that apply):

**MTS with distance sensitive per minute rates**

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access is 800

**MTS with route specific rates per minute**

Method of access is FGA

Method of access is FGB

Method of access is FGD

Method of access 800

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

Method of access if FGA

Method of access is FGB

Method of access id FGD

Method of access is 800

**MTS for pay telephone service providers**

**Block-of-time calling plan (Reach out Florida, Ring America, etc.).**



**800 Service (Toll free)**

**WATS type service (Bulk or volume discount)**

Method of access is via dedicated facilities

Method of access is via switched facilities

**Private Line services (Channel Services)**

(For ex. 1.544 mbs., DS-3, etc.)

**Travel Service**

Method of access is 950

Method of access is 800

**900 service**

**Operator Services**

Available to presubscribed customers

Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals).

Available to inmates

**Services included are:**

Station assistance

Person to Person assistance

Directory assistance

Operator verify and interrupt

Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

**1 plus the number or 800 plus the number**

22.  **Other:**

**\*\*APPLICANT ACKNOWLEDGEMENT STATEMENT\*\***

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application ad associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

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

**UTILITY OFFICIAL:** Clarence K. Adams 9/18/93  
Signature Date  
Long Distance America, Inc.  
Regulatory Consultant 204 925 0194  
Title Telephone No.

**\*\* APPENDIX A \*\***

I, (TYPED NAME) \_\_\_\_\_, (TITLE)

\_\_\_\_\_, and current holder of certificate number

\_\_\_\_\_, have reviewed this application and join in the petitioner's request

for a transfer of the above-mention certificate.

**UTILITY OFFICIAL:**

Alison Krueger

Signature

1/2/13

Date

For  
Long Distance America, Inc.

Regulatory Consultant

Title

(202) 928-2114

Phone

**\*\* APPENDIX B \*\***

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments maybe responded to in one of the following ways (applicant please check one):

- ( X )      **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**
- (   )      **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

**UTILITY OFFICIAL:**

Clarence K. ...  
Signature

9/15/98  
Date

For Long Distance America, Inc.  
Regulatory Consultant  
Title

207 628 2144  
Phone



5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has ( ) or has not ( X ) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

- (a) What services have been provided and when did these services begin?
- (b) If the services are not currently offered, when were they discontinued?

**UTILITY OFFICIAL:** Alison Krause \_\_\_\_\_  
Signature Date  
for  
Long Distance America, Inc.  
Regulatory Consultant 201 928 2141  
Title Phone

**\*\* APPENDIX D \*\***

**FLORIDA TELEPHONE EXCHANGE**

**AND**

**EAS ROUTES**

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

**\*\* FLORIDA EAS FOR MAJOR EXCHANGE \*\***

<u>Extended Service</u> <u>Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburgg, Orange Park, Ponte Verdra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon,

Forest Lady Lake (B21), McIntosh  
Oklawaha, Orange Springs, Salt  
Springs and Silver Springs Shores.

**DAYTONA BEACH:**

New Smyrna Beach.

**TAMPA:**

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

**CLEARWATER:**

St. Petersburg, Tampa-West and  
Tarpon Springs.

**ST. PETERSBURG:**

Clearwater.

**LAKELAND:**

Bartow, Mulberry, Plant City,  
Polk City and Winter Haven.

**ORLANDO:**

Apopka, East Orange, Lake Buena  
Vista, Oviedo, Windermere, Winter  
Garden, Winter Park, Montverde,  
Reedy Creek and Oviedo-Winter  
Springs.

**WINTER PARK:**

Apopka, East Orange, Lake Buena  
Vista, Orlando, Oviedo, Sanford,  
Windermere, Winter Garden, Oviedo  
Winter Springs, Reedy Creek,  
Geneva and Montverde.

**TITUSVILLE:**

Cocoa and Cocoa Beach.

**COCOA:**

Cocoa Beach, Eau Gallie, Melbourne  
And Titusville.

**MELBOURNE:**

Cocoa, Cocoa Beach, Eau Gallie  
and Sebastian.

**SARASOTA:**

Bradenton, Myakka and Venice.

**FT. MYERS:**

Cape Coral, Ft. Myers Beach, North  
Cape Coral, North Ft. Myers, Pine  
Island, Lehigh Acres and Sanibel-  
Captiva Islands.



<b>NAPLES:</b>	Marco Island and North Naples.
<b>WEST PALM BEACH:</b>	Boynton Beach and Jupiter.
<b>POMPANO BEACH:</b>	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
<b>FT. LAUDERDALE:</b>	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
<b>HOLLYWOOD:</b>	Ft. Lauderdale and North Dade.
<b>NORTH DADE:</b>	Hollywood, Miami and Perrine.
<b>MIAMI:</b>	Homestead, North Dade and Perrine.

**\*\* APPENDIX E \*\***

**\*\*GLOSSARY\*\***

**ACCESS CODE:** The term denotes a uniform four or seven digit code assigned to an individual IXC. The five digit code has the form 10XXX and the seven digit code has the form 950-XXXX.

**BYPASS:** Transmission facilities that go direct from the local exchange and user to an IXC point of presence, thus bypassing the local exchange company.

**CARRIERS CARRIER:** An IXC that provides telecommunications service, mainly bulk transmission service, to other IXCs only.

**CENTRAL OFFICE:** A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three (3) digit central office code (NXX) used shall be considered a separate central office unit.

**CENTRAL OFFICE CODE:** The term denotes the first three digits (NXX) of the seven (7) digit telephone number assigned to a customer's telephone exchange service./

**COMMISSION:** The Florida Public Service Commission.

**COMPANY, TELEPHONE COMPANY, UTILITY:** These terms may be used interchangeably herein and shall mean any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

**DEDICATED FACILITY:** The term denotes a transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

**END USER:** The term denotes any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

**EQUAL ACCESS EXCHANGE AREAS:** EAEA means a geographic area, configured based on 1987 planned toll center/access tandem areas, equal access to both carriers and customers of carriers in the most economically efficient manner.

**EXCHANGE:** The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

**EXCHANGE (SERVICE) AREA:** The territory, including the base rates suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

**EXTENDED AREA SERVICE:** A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

**FACILITIES BASED:** An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

**FOREIGN EXCHANGE SERVICES:** A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

**FEATURE GROUPS:** General categories of unbundled tariffs to stipulate related services.

**Feature Group A:** Line side connections presently serving specialized common carriers.

**Feature Group B:** Trunk side connections without equal digit or code dialing.

**Feature Group C:** Trunk side connections presently serving AT&T-C.

**Feature Group D:** Equal trunk access with subscriptions.

**INTEREXCHANGE COMPANY:** Means any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunication service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

**INTER-OFFICE CALL:** A telephone call originating in one central office unit or entity but terminating in another central office unit or entity both of which are in the same designated exchange area.

**INTRA-OFFICE CALL:** A telephone call originating and terminating within the same central office unit or entity.

**INTRASTATE COMMUNICATIONS:** The term denotes any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

**INTRA-STATE TOLL MESSAGE:** Those toll messages which originate and terminate within the same state.

**LOCAL ACCESS AND TRANSPORT AREA:** LATA means the geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

**LOCAL EXCHANGE COMPANY (LEC):** Means any telephone company, as defined in Section 364.02(4), F. S., which, in addition to any other telephonic communication service, provides telecommunication service within exchange areas as those areas are described in the approved tariffs of the telephone company.

**OPTIONAL CALLING PLAN:** An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**900 SERVICE:** A service similar to 800 service furnished under tariff provision which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

**PIN NUMBER:** A group of numbers used by a company to identify their customers.

**PAY TELEPHONE SERVICE COMPANY:** Means any telephone company, other than a Local Exchange Company, which provides pay telephone service as defined in Section 364.335(4), F. S.

**POINT OF PRESENCE (POP):** Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

**PRIMARY SERVICE:** Individual line service or party line service.

**RESELLER:** An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

**STATION:** A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

**SUBSCRIBER, CUSTOMER:** These terms may be used interchangeably herein and shall mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

**SUBSCRIBER LINE:** The circuit or channel used to connect the subscriber station with the central office equipment.

**SWITCHING CENTER:** Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

**TRUNK:** A communication channel between central office units or entities, or private branch exchanges.

**ATTACHMENTS:**

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
- E - GLOSSARY

EXHIBIT

A



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

July 21, 1998

**AMERILAWYER**  
**343 ALMERIA AVENUE**  
**CORAL GABLES, FL 33134**

The Articles of Incorporation for LONG DISTANCE AMERICA, INC. were filed on July 21, 1998 and assigned document number P98000063872. Please refer to this number whenever corresponding with this office regarding the above corporation.

**PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.**

**A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.**

**A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.**

**SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.**

Should you have any questions regarding corporations, please contact this office at the address given below.

Loria Poole, Corporate Specialist  
New Filings Section

Letter Number: 298A00038503

**ARTICLES OF INCORPORATION**  
**OF**  
**LONG DISTANCE AMERICA, INC.**

98 JUL 21 AM 10:00  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

S11511

The undersigned subscriber to these Articles of Incorporation is a natural person competent to contract and hereby form a Corporation for profit under Chapter 607 of the Florida Statutes.

**ARTICLE 1 - NAME**

The name of the Corporation is **LONG DISTANCE AMERICA, INC.**, (hereinafter, "Corporation").

**ARTICLE 2 - PURPOSE OF CORPORATION**

The Corporation shall engage in any activity or business permitted under the laws of the United States and of the State of Florida.

**ARTICLE 3 - PRINCIPAL OFFICE**

The address of the principal office of this Corporation is 576415 Boca Arbur Way, Boca Raton, Florida 33433 and the mailing address is the same.

**ARTICLE 4 - INCORPORATOR**

The name and street address of the incorporator of this Corporation is Robert K. Darigo whose address shall be the same as the principal office of the Corporation.

**ARTICLE 5 - OFFICERS**

The officers of the Corporation shall be:

President:	Robert K. Darigo
Secretary:	Robert K. Darigo
Treasurer:	Robert K. Darigo

whose addresses shall be the same as the principal office of the Corporation.





## **ARTICLE 6 - DIRECTOR(S)**

The Director(s) of the Corporation shall be:

Robert K. Darigo

whose addresses shall be the same as the principal office of the Corporation.

## **ARTICLE 7 - CORPORATE CAPITALIZATION**

7.1 The maximum number of shares that this Corporation is authorized to have outstanding at any time is **ONE THOUSAND (1,000)** shares of common stock, each share having the par value of **ONE CENT (\$0.01)**.

7.2 No holder of shares of stock of any class shall have any preemptive right to subscribe to or purchase any additional shares of any class, or any bonds or convertible securities of any nature; provided, however, that the Board of Director(s) may, in authorizing the issuance of shares of stock of any class, confer any preemptive right that the Board of Director(s) may deem advisable in connection with such issuance.

7.3 The Board of Director(s) of the Corporation may authorize the issuance from time to time of shares of its stock of any class, whether now or hereafter authorized, or securities convertible into shares of its stock of any class, whether now or hereafter authorized, for such consideration as the Board of Director(s) may deem advisable, subject to such restrictions or limitations, if any, as may be set forth in the bylaws of the Corporation.

7.4 The Board of Director(s) of the Corporation may, by Restated Articles of Incorporation, classify or reclassify any unissued stock from time to time by setting or changing the preferences, conversions or other rights, voting powers, restrictions, limitations as to dividends, qualifications, or term or conditions of redemption of the stock.

## **ARTICLE 8 - SUB-CHAPTER S CORPORATION**

The Corporation may elect to be an S Corporation, as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended.



8.1 The shareholders of this Corporation may elect and, if elected, shall continue such election to be an S Corporation as provided in Sub-Chapter S of the Internal Revenue Code of 1986, as amended, unless the shareholders of the Corporation unanimously agree otherwise in writing.

8.2 After this Corporation has elected to be an S Corporation, none of the shareholders of this Corporation, without the written consent of all the shareholders of this Corporation shall take any action, or make any transfer or other disposition of the shareholders' shares of stock in the Corporation, which will result in the termination or revocation of such election to be an S Corporation, as provided in Subchapter S of the Internal Revenue Code of 1986, as amended.

8.3 Once the Corporation has elected to be an S Corporation, each share of stock issued by this Corporation shall contain the following legend:

"The shares of stock represented by this certificate cannot be transferred if such transfer would void the election of the Corporation to be taxed under Sub-Chapter S of the Internal Revenue Code of 1986, as amended."

#### **ARTICLE 9 - SHAREHOLDERS' RESTRICTIVE AGREEMENT**

All of the shares of stock of this Corporation may be subject to a Shareholders' Restrictive Agreement containing numerous restrictions on the rights of shareholders of the Corporation and transferability of the shares of stock of the Corporation. A copy of the Shareholders' Restrictive Agreement, if any, is on file at the principal office of the Corporation.

#### **ARTICLE 10 - POWERS OF CORPORATION**

The Corporation shall have the same powers as an individual to do all things necessary or convenient to carry out its business and affairs, subject to any limitations or restrictions imposed by applicable law or these Articles of Incorporation.

#### **ARTICLE 11 - TERM OF EXISTENCE**

This Corporation shall have perpetual existence.



### **ARTICLE 12 - REGISTERED OWNER(S)**

The Corporation, to the extent permitted by law, shall be entitled to treat the person in whose name any share or right is registered on the books of the Corporation as the owner thereto, for all purposes, and except as may be agreed in writing by the Corporation, the Corporation shall not be bound to recognize any equitable or other claim to, or interest in, such share or right on the part of any other person, whether or not the Corporation shall have notice thereof.

### **ARTICLE 13 - REGISTERED OFFICE AND REGISTERED AGENT**

The initial address of registered office of this Corporation is AmeriLawyer®, located at 343 Almeria Avenue, Coral Gables, Florida 33134. The name and address of the registered agent of this Corporation is AmeriLawyer®, 343 Almeria Avenue, Coral Gables, Florida 33134.

### **ARTICLE 14 - BYLAWS**

The Board of Director(s) of the Corporation shall have power, without the assent or vote of the shareholders, to make, alter, amend or repeal the Bylaws of the Corporation, but the affirmative vote of a number of Directors equal to a majority of the number who would constitute a full Board of Director(s) at the time of such action shall be necessary to take any action for the making, alteration, amendment or repeal of the Bylaws.

### **ARTICLE 15 - EFFECTIVE DATE**

These Articles of Incorporation shall be effective immediately upon approval of the Secretary of State, State of Florida.

### **ARTICLE 16 - INDEMNIFICATION**

The Corporation shall indemnify a director or officer of the Corporation who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the director or officer was a party because the director or officer is or was a director or officer of the Corporation against reasonable attorney fees and expenses incurred by the director or officer in connection with the proceeding. The Corporation may indemnify an individual made a party to a proceeding because the individual is or was a director, officer, employee or agent of the Corporation against liability if authorized in the specific case after determination, in the manner required by the board of directors, that indemnification of the director, officer, employee or agent, as the



case may be, is permissible in the circumstances because the director, officer, employee or agent has met the standard of conduct set forth by the board of directors. The indemnification and advancement of attorney fees and expenses for directors, officers, employees and agents of the Corporation shall apply when such persons are serving at the Corporation's request while a director, officer, employee or agent of the Corporation, as the case may be, as a director, officer, partner, trustee, employee or agent of another foreign or domestic Corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, whether or not for profit, as well as in their official capacity with the Corporation. The Corporation also may pay for or reimburse the reasonable attorney fees and expenses incurred by a director, officer, employee or agent of the Corporation who is a party to a proceeding in advance of final disposition of the proceeding. The Corporation also may purchase and maintain insurance on behalf of an individual arising from the individual's status as a director, officer, employee or agent of the Corporation, whether or not the Corporation would have power to indemnify the individual against the same liability under the law. All references in these Articles of Incorporation are deemed to include any amendment or successor thereto. Nothing contained in these Articles of Incorporation shall limit or preclude the exercise of any right relating to indemnification or advance of attorney fees and expenses to any person who is or was a director, officer, employee or agent of the Corporation or the ability of the Corporation otherwise to indemnify or advance expenses to any such person by contract or in any other manner. If any word, clause or sentence of the foregoing provisions regarding indemnification or advancement of the attorney fees or expenses shall be held invalid as contrary to law or public policy, it shall be severable and the provisions remaining shall not be otherwise affected. All references in these Articles of Incorporation to "director", "officer", "employee" and "agent" shall include the heirs, estates, executors, administrators and personal representatives of such persons.

#### **ARTICLE 17 - AMENDMENT**

The Corporation reserves the right to amend, alter, change or repeal any provision contained in these Articles of Incorporation, or in any amendment hereto, or to add any provision to these Articles of Incorporation or to any amendment hereto, in any manner now or hereafter prescribed or permitted by the provisions of any applicable statute of the State of Florida, and all rights conferred upon shareholders in these Articles of Incorporation or any amendment hereto are granted subject to this reservation.




IN WITNESS WHEREOF, I have hereunto set my hand and seal, acknowledged and filed the foregoing Articles of Incorporation under the laws of the State of Florida, this 20 July 1998.

  
Robert K. Darigo, Incorporator

**ACCEPTANCE OF REGISTERED AGENT DESIGNATED  
IN ARTICLES OF INCORPORATION**

AmeriLawyer®, having a business office identical with the registered office of the Corporation name above, and having been designated as the Registered Agent in the above and foregoing Articles of Incorporation, is familiar with and accepts the obligations of the position of Registered Agent under the applicable provisions of the Florida Statutes.

AmeriLawyer®

  
By: Janice Scinto DiRose, Assistant Secretary

98 JUL 21 AM 10:00  
SECRETARY OF STATE  
TALLAHASSEE FLORIDA

FILED





August 5, 1998

Secretary of State  
Division of Corporations  
P. O. Box 6327  
Tallahassee, Florida 32314

**Re: LONG DISTANCE AMERICA, INC.  
P98000063872**

Dear Sirs:

Please let this letter serve as authorization to change the following relating to the above captioned corporation:

- |    |  |   |
|----|--|---|
| 1. | <b>Current Mailing Address on file:</b><br>576415 Boca Arbur Way<br>Boca Raton, Florida 33433  | <b>New Mailing Address:</b><br>5733 North Andrews Way<br>Fort Lauderdale, Florida 33309 |
| 2. | <b>Current Physical Address on file:</b><br>576415 Boca Arbur Way<br>Boca Raton, Florida 33433 | <b>New Physical Address:</b><br>343 Almeria Avenue<br>Coral Gables, Florida 33134       |

Thank you for your attention to this matter. Should you have any questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads 'Janice Scinto DiRose'.

Janice Scinto DiRose  
Attorney At Law

LIT.ADD

# EXHIBIT

# B

August 7, 1998

To: Whom It May Concern

From: Robert K. Darigo, President  
Long Distance America, Inc.  
5733 N. Andrews Way.  
Ft. Lauderdale, FL 33309

Subject: Management Experience

I was employed as the manager of Customer Service for the past two years at USA Telecorp, Inc. 351 S. Cypress Road, Pompano Beach, Florida, 33060.  
Supervisor: Jeffrey Ullman



**EXHIBIT**

**C**

LONG DISTANCE AMERICA, INC.  
5733 NORTH ANDREWS WAY  
FORT LAUDERDALE, FLORIDA 33309

To: Whom It May Concern

From: Robert K. Darigo, President  
Long Distance America

Subject: Capital

Should Long Distance America, Inc. need further capital to continue operating, the shareholders of LDA will put up additional capital to keep the company in operation.

  
Robert K. Darigo  
President

Long Distance America, Inc.  
5733 North Andrews Avenue  
Ft. Lauderdale, FL 33309

BALANCE SHEET

SEPTEMBER 8, 1998

ASSETS

Current Assets

Cash in bank \$200,000

Total Assets \$200,000

LIABILITIES AND STOCKHOLDER'S EQUITY

Stockholder's Equity

Common stock, par .001, authorized 20,000,000  
Shares \$200,000

Total liabilities and stockholder's equity \$200,000

# EXHIBIT

## D

## TITLE SHEET

**FLORIDA TELECOMMUNICATIONS TARIFF**

This tariff applies to the intrastate resale telecommunication services furnished by Long Distance America, Inc. between one or more points in the State of Florida. This tariff is on file with the Public Service Commission of Florida and copies may be inspected, during normal business hours, at the Company's principal place of business at 5733 N. Andrews Way, Ft. Lauderdale, FL 33309

Issued: September 8, 1998

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

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

**CHECK SHEET**

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original

Issued: September 8, 1998

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

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

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Issued: September 8, 1998

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

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

EXPLANATION OF SYMBOLS

The following symbols shall be used in this tariff for the purpose indicated below.

- (D) - delete or discontinue.
- (I ) - change resulting in an increase to a customer's bill
- (M) - moved from another tariff location
- (N) - new
- (R) - change resulting in a reduction to a customer's bill
- (T) - change in text or regulation, but no change in rate or charge

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Issued: September 8, 1998

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## TARIFF FORMAT

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

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Issued: September 8, 1998

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

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
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**SECTION I - TECHNICAL TERMS AND ABBREVIATIONS**

- Accounting Code -** A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.
- Access Line -** An arrangement which connects the Customer's location to LDA switching center.
- Authorized User -** A person, firm, corporation, or any other entity authorized by the Customer to communicate, utilizing the Carrier's service.
- Commission -** The Florida Public Service Commission (FLPSC)
- Company or Carrier -** Long Distance America, Inc. unless otherwise clearly indicated by the context (LDA).
- Customer -** The person, firm, corporation or other entity which orders, cancels amends or uses service under this tariff and is responsible for payment of charges and compliance with the Company's tariff.
- Long Distance Resale Service -**  
Long Distance Resale Service is a public communications service for hire, which includes providing long distance service to Customers through the resale of leased lines and services provided by multiple other common Carriers.
- User -** The calling party utilizing the services of LDA and responsible for the payment of charges, unless that responsibility has been accepted by others, such as in the case of collect calls.

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Issued: September 8, 1998

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

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
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**SECTION II – RULES AND REGULATIONS****2.1 Undertaking of LDA**

- 2.1.1 LDA's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. Service is provided twenty-four hours a day, seven days a week.
- 2.1.2 LDA is a resale common carrier. LDA's services provide intrastate long distance message telephone service to Customers for their direct transmission and reception of voice, data, and other types of communications. LDA may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities (such as the local exchange carrier), when authorized by the Customer, to allow connection of a Customer's location to the LDA network. The Customer shall be responsible for all charges due for such service arrangement. The Carrier agrees to dutifully abide by all Rules and Regulations as set forth by the FLPSC.
- 2.1.3 The Customer's monthly charge for services are based upon the total time the Customer actually uses the service. For billing purposes, measured in six second increments, following a one minute minimum for Residential and Business Service. 800 Service and Travel Service billing increments are the same as the service associated with and contracted for, Business or Residential Service.
- 2.1.4 The rates and regulations contained in this tariff apply only to the services furnished by LDA and do not apply, unless otherwise specified, to the lines facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of LDA.

**2.2 Initial Contract Period and Termination of Service by Customer**

- 2.2.1 Termination by Customer – Service may be canceled at any time by a Customer taking switched services. A Customer taking dedicated line or Point-to-Point services may cancel service on not less than thirty (30) days prior written notice to Carrier.

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Issued: September 8, 1998

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

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

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**SECTION II – RULES AND REGULATIONS, (CONT'D)****2.3 Obligation of Customer**

2.3.1 The customer will assume responsibility for all usage and service billed.

**2.4 Limitations**

2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.

2.4.2 LDA reserves the right to discontinue or limit service when necessitated, per Florida Commission Rules and with twenty-four hours notice, by the conditions beyond its control.

2.4.3 All facilities and services provided under this tariff are directly or indirectly controlled by LDA and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.4.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions or service.

**2.5 Use**

2.5.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.6 Liability of Carrier**

2.6.1 Liability of the carrier arising out of mistake, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service or facilities, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which the aforementioned faults in transmission occur.

2.6.2 LDA shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted over the Company's facilities.
- (B) All other claims arising out of any act or omission of the customer in connection with any service or facility provided by LDA.

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Issued: September 8, 1998

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

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

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SECTION II - RULES AND REGULATIONS (CONT'D)

2.7 Responsibilities of the Customer

- 2.7.1 The Customer is responsible for compliance with the applicable regulations set forth in this tariff.
- 2.7.2 The Customer is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that users comply with tariff regulations. The Customer shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Customer to end users. The Customer is also responsible for the payment of charges for calls originated at the Customer's numbers which are not collect, calling card, or credit card calls.
- 2.7.3 Customers who resell or rebuild a service must be certificated by the Florida Public Service Commission.

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Issued: September 8, 1998

Effective Date:

Issued By:

Robert Dango, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

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**SECTION II - RULES AND REGULATIONS, (CONT'D)****2.7 Responsibilities of the Customer, (cont'd)**

2.7.4 The Customer shall ensure that Customer's terminal equipment and/or system is properly interfaced with LDA's facilities or services, that the signals emitted into LDA's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers.

**2.8 Restoration of Service**

2.8.1 The use and restoration of service shall be in accordance with the priority system specified in part 64 Subpart D of The Rules and Regulations of the Federal Communications Commission.

**2.9 Discontinuance of Service**

2.9.1 Without incurring liability LDA may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.9.3, under any of the following conditions:

2.9.1A For nonpayment of any sum due LDA for more than thirty days after issuance of the bill for the amount due.

2.9.1B For violation of any of the provisions of this tariff.

2.9.1C For the use of foul or profane expressions, the impersonation of another with fraudulent intent, or of any other violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Federal Communications Commission.

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Issued: September 8, 1998

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5733 North Andrews Way  
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## SECTION II - RULES AND REGULATIONS, (CONT'D)

- 2.9 Discontinuance of Service, (cont'd)
- 2.9.1D For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over LDA's services, or
- 2.9.1E By reason of any order of decision of a court, business service commission or federal regulatory body or other governing authority prohibiting LDA from furnishing its services.
- 2.9.1F For the use of telephone service for any other property or purpose than that described in the contract.
- 2.9.2 LDA may discontinue service without notice for any of the following reasons:
- 2.9.2A If a Customer or Customer causes or permits any signals or voltages to be transmitted over LDA's network in such a manner as to cause a hazard or to interfere with LDA's service to others.
- 2.9.2B If a Customer or user uses LDA's services in an unauthorized or fraudulent service.
- 2.9.3 Procedures for discontinuance of existing service:
- 2.9.3A In all other circumstances, LDA will provide the Customer with written notice stating the reason for discontinuance, and will allow the Customer not less than 10 days to remove the cause for discontinuance. In cases of non-payment of charges due, the Customer will be allowed at least five working days written notice, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which LDA is not prepared to accept payment of the amount due and to reconnect service.
- 2.10 Interruption of Service
- 2.10.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set for in 2.6.1 herein. It shall be the obligation of the customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, if any furnished by the customer and connected to the Company's facilities.

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Issued: September 8, 1998

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

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5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
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**SECTION II - RULES AND REGULATIONS, (CONT'D)****2.10 Interruption of Service, (cont'd)**

- 2.10.2 For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.10.3 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.10.4 The customer shall be credited for an interruption of two hours or more at the rate of 1/720<sup>th</sup> of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit Formula:

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

"A" - outage time in hours

"B" - total monthly charge for affected facility

**2.11 Termination by Customer**

- 2.11.1 Customer may cancel service by phone call or in writing to the Company.

**2.12 Customer's Liability in the Event of Denial or Disconnection of Service**

- 2.12.1 In the event Customer's service is denied or disconnected by the Carrier for any of the reasons stated in sub-section 2.9, Customer shall be liable for all unpaid charges due and owing to Carrier.

**2.13 Reinstiution of Service**

- 2.13.1 If Customer seeks reinstiution of service following disconnection of service by Carrier, Customer shall pay to Carrier prior to the time service is reinstiuted (1) all accrued and unpaid charges.

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Issued: September 8, 1998

Effective Date:

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138



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**SECTION II - RULES AND REGULATIONS, (CONT'D)****2.14 Advanced Payment**

2.14.1 The Company will not collect advance payments.

**2.15 Authorization to Obtain Credit Information**

2.15.1 Carrier reserves the right to require all Customers to establish credit-worthiness to the reasonable satisfaction of Carrier. Upon application for service, Customer shall be deemed to have authorized Carrier to obtain such routine credit information and verification as Carrier shall require in accordance with its then existing credit policies. All criteria and methods used in the acquisition and assessment of credit related information shall be consistent and uniform for all applicants or Customers.

**2.16 Description of Payment and Billing Periods**

2.16.1 Service is provided and billed on a monthly basis until canceled by the customer. Charges are based on actual usage during a month and will be billed monthly in arrears. Service provided and billed on a monthly basis until canceled by Customer.

2.16.2 Billing will be payable upon receipt and past due 15 days after issuance.

2.16.3 Where available charges shall appear on local service provider bill and in all instances, the company's name shall appear on bill.

2.16.4 The Customer is responsible for the payment of ALL charges for service and equipment provided to the Customer. This applies to Customers where the provision of service Carrier includes the use of authorization (access) codes. The Customer agrees to pay to Carrier ANY cost incurred as a result of ANY DELEGATION OF AUTHORITY resulting in use of his/her authorization codes.

2.16.5 Where a Customer, e.g. an employer, provides the use of authorization codes to his/her employees, or where the Customer, e.g. a family member, provides the use of authorization codes to his/her family relations or friend, guest, etc., the Customer agrees to pay to Carrier ANY cost incurred as a result of these uses of the authorization codes.

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Issued: September 8, 1998

Effective Date:

Issued By:

Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

SECTION II – RULES AND REGULATIONS, (CONT'D)

2.17 Deposit

2.17.1 The company will not collect deposits from customers in the State of Florida.

2.18 Taxes

2.18.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.19 Right to Backbill for Improper Use of Carrier's Service

2.19.1 Any person or entity which uses, appropriates or secures the use of services from Carrier, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Carrier and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Carrier's services actually made by Customer.

2.20 Returned Checks

2.20.1 If Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, Company shall apply a service charge after Customer has been forwarded a notice of same five days in advance as follows

Per Returned Check: 5% or fifteen dollars, which ever is greater.

2.20.2 The charge shall be applied to Customer's monthly billing, in addition to any other charges which may apply under this tariff.

2.20.3 Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

Issued: September 8, 1998

Effective Date: .....

Issued By: Robert Darigo, President  
5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

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**SECTION II – RULES AND REGULATIONS, (CONT'D)****2.21 Customer Service**

2.21.1 Questions regarding service or billing can be directed to LDA's Customer Service Department in Ft. Lauderdale, Florida by dialing their toll free number, (888) 255-0889. Credits to customer accounts will be applied on the next LDA bill.

**2.22 Promotional Offerings**

2.22.1 The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These promotions will be approved by the FLPSC with specific starting and ending dates and under no circumstances run for longer than 90 days in any 12 month period.

**2.23 Emergency Calls**

2.23.1 Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers.

2.23.1.A Governmental fire fighting, State Highway Patrol, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five days a year, including holidays.

2.23.1B An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

2.23.1C **Emergency Shortage of Facilities:** The Carrier reserves the right to limit the length of conversations in times of emergency if a shortage of facilities occurs.

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

Issued By:

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5733 North Andrews Way  
Ft. Lauderdale, FL 33309  
(954) 202-5138

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**SECTION III – DESCRIPTION OF SERVICES****3.1 General Description of Service**

- 3.1.1 LDA resells facilities-based interexchange (IXC) carrier services including, but not limited to, access, switching, transport, termination, Feature Group D and other services for the direct transmission and reception of voice, data, and other types of communications.
- 3.1.2 Customers may use accounting codes to identify the Customers or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 3.1.3 Customer will not be charged for uncompleted calls.
- 3.1.4 **Timing of calls**  
The customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver (i.e. when 2 way communications, often referred to as "conversation time" is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed usage of the network. A call is terminated when the calling or called party hangs up.

**3.2 Service Options**

- 3.2.1 **LDA Residential Service:** Residential Customers utilize "1+" dialing for interLATA calls.
- 3.2.2 **LDA Business Service:** Business Customers utilize "1+" dialing for interLATA calls.
- 3.2.3 **LDA Travel Service:** Customers may request from LDA a Travel Card for use in accessing the LDA network of carrier services when away from business telephones. Customer dials the appropriate carrier access number sequence specified on the Customer's LDA Travel Card.

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**SECTION III - DESCRIPTION OF SERVICES, (CONT'D)****3.2 Service Options, (cont'd)**

**3.2.4 LDA 800 Service:** LDA's 800 service is available twenty-four hours a day, seven days a week. Service is provided by LDA's underlying carries. Incoming calls from the LDA network terminate at the Customer premises via special access or business line termination.

**3.2.5 Directory Assistance:** The underlying carrier provides service to LDA to offer directory assistance services which the Customer may access by dialing area code plus 555-1212. Customer will be billed for such service by LDA.

**3.3 Calculation of Distance**

**3.3.1 Usage charges** for all mileage sensitive products are based on the airline distance between rate centers associated with the with the originating and terminating points of the call.

**3.4 Service Area**

**3.4.1** The service area of Carrier includes all points in Florida.

**3.5 Minimum Call Completion Rate**

**3.5.1** Customers can expect a call completion rate of 99% during peak use periods for all Feature Group D Equal Access 1+ services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION IV - RATES

4.1 LDA Residential Service

4.1.1 Residential Service provides facilities to complete toll calls between two points in Florida. The maximum rates\* are: (All zero minus traffic will be routed to the LEC)

	Plan "A"	Plan "B"	Plan "C"	Plan "D"	Plan "E"
Flat Rate	Per Minute - Initial and Additional				
All Times	\$0.2960	\$0.2660	\$0.2370	\$0.2070	\$0.1920

\*\*\* Calls are billed on six second increments, following a one minute minimum.

4.2 LDA Business Service

4.2.1 Business Service provides facilities to complete toll calls between two points in Florida. The maximum rates\* are: (All zero minus traffic will be routed to the LEC)

	Plan "A"	Plan "B"	Plan "C"	Plan "D"	Plan "E"
Flat Rate	Per Minute - Initial and Additional				
All Times	\$0.2960	\$0.2660	\$0.2370	\$0.2070	\$0.1920

\*\*\* Calls are billed in six second increments, following a one minute minimum

4.2.1.A Accounting Code Charges:  
\$5.00 per month or \$0.20 per month per validated code number, whichever is greater.

4.3 Volume Usage Discounts

LDA Business and Residential Service Plan pricing reflects the following volume usage:

Discounted pricing plans for customers using:

Plan "A" - up to \$500.00 per month.  
Plan "B" - between \$500.00-\$600.00 per month  
Plan "C" - between \$600.00 - \$700.00 per month  
Plan "D" - between \$700.00 - \$800.00 per month  
Plan "E" - over \$800.00 per month

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## SECTION IV - RATES, (CONT'D)

- 4.4 LDA Travel Service  
4.4.1 From origination to termination, the maximum rates are the same as the underlying service contracted for plus (as defined in subsection 4.1 and 4.2 of this tariff). An \$0.85 per call charge will be added to the regulated rates.
- 4.5 LDA 800 Service  
4.5.1 From origination to termination, the maximum rates are the same as the underlying service contracted for plus (as defined in subsection 4.1 and 4.2 of this tariff): A monthly \$20.00 exclusive 800 number charge.
- 4.6 Nonrecurring Charges
- |       |                                |         |
|-------|--------------------------------|---------|
| 4.6.1 | 800 Service                    |         |
|       | Service Origination:           | \$50.00 |
| 4.6.2 | Travel Service                 |         |
|       | Service Origination:           | \$50.00 |
| 4.6.3 | Accounting Code Charges        |         |
|       | Set-up and/or change per line: | \$20.00 |
- 4.7 Late Payment  
4.7.1 A late payment fee of 1.5% shall apply to all unpaid charges that are thirty days past due.
- 4.8 Directory Assistance
- 4.8.1 The Directory Assistance rate is \$0.65 per call.
- 4.8.2 There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities.
- 4.9 Discounts for Hearing Impaired Customers  
4.9.1 Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night time calls.
- 4.10 Telecommunications Relay Service  
4.10.1 For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the other wise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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# Kott Enterprises, Inc.

Telecom Tariff Consultants

PO Box 275, Center Lovell, ME 04016  
Tel: (207) 928-2144 Fax: (207) 928-2139

Cynthia D. Kott, President  
Alison Kacarov, Administrative Assistant

DEPOSIT DATE  
September 8, 1998 **D006** SEP 14 1998

Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850

RE: Long Distance America, Inc.

981118-TI

Dear Sir / Madam:

Enclosed please find an original and six copies of the application, tariff and exhibits for filing on behalf of the above referenced long distance reseller.

Also enclosed please find a check in the amount of \$250.00 representational of filing fee.

For purposes of verification of receipt I am enclosing a copy of this transmittal letter and a SASE. Please date stamp copy and return to me.

If there is anything further that you may need to complete this filing, please let me know.

I look forward to working with you on behalf of my client.

Respectfully,

*Alison Kacarov*

VERICO, INC.  
1500 SE 3RD CT., STE. #205  
DEERFIELD BEACH, FL 33441

691

Date 8/17/98

63-807-612  
870

Pay to the order of FLORIDA PUBLIC SERVICE COMMISSION \$ 250.00

THE HANDS FIFTY DOLLARS ONLY Dollars

SUNTRUST BANK, SOUTH FLORIDA, N.A.  
SOUTHEAST LAUDERDALE OFFICE #12  
FORT LAUDERDALE, FLORIDA 33314

LONG DISTANCE AMERICA, INC  
For LICENSING

*[Signature]*