

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

DEPOSIT  
D145

DATE  
JUN 03 1999

4312 92ND AVENUE NORTHWEST  
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.265.3910  
FACSIMILE: 253.265.3912  
EMAIL: HCGI@HARBOR-GROUP.COM

VIA OVERNIGHT DELIVERY

June 2, 1999

Florida Public Service Commission  
Division of Records and Reporting  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

RE: United Telecom, LLC – Application for Original Authority to Provide Interexchange Telecommunications Service

Dear Sir or Madam:


Enclosed are an original and six (6) copies of United Telecom, LLC's Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is United Telecom, LLC's Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

for Harbor Consulting Group, Inc.



Kristin Larson Doyle  
Enclosures

cc: United Telecom, LLC

99 JUN 3 PM 1:56

DOCUMENT NUMBER-DATE

06886 JUN-3 99

FPSC-RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application )  
of United Telecom, LLC for )  
Original Authority to Provide )  
Interexchange Telecommunications ) No. \_\_\_\_\_  
Services Within the State of Florida )

**APPLICATION FOR AUTHORITY**

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

1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched access services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant’s legal name is United Telecom, LLC.

3. Applicant will be doing business as United Telecom, LLC.

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

United Telecom, LLC  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Telephone: 516.487.8730  
Facsimile: 516.487.5692

Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office.

6. Applicant proposes to provide resold switched-access inbound and outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida. Specifically, Applicant will offer "1 Plus", "800" and travel card services. Applicant does not propose to offer alternative operator services to the transient public.

7. Applicant is a privately held company organized under the laws of the State of New York on June 11, 1997. Applicant's Articles of Organization are submitted as **Exhibit A**.

8 and 9. Not applicable.

10. Proof from the Florida Secretary of State that the Applicant has authority to operate in Florida is submitted as **Exhibit B**.

11-15. Not applicable.

16 and 17. Applicant's billing will be performed by:

Profitec  
26a Barnes Industrial Park North  
Wallingford, CT 06492

Bills will be mailed directly to customers.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Ms. Kristin Doyle  
c/o Harbor Consulting Group Inc.  
4312 92nd Avenue Northwest  
Gig Harbor, Washington 98335

Telephone: 253.265.3910  
Facsimile: 253.265.3912

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

Mr. Sammy Mahfar  
United Telecom, LLC  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Telephone: 516.487.8730  
Facsimile: 516.487.5692

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

United Telecom, LLC  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Telephone: 800.535.6000

19. (a) Applicant has operated as an interexchange telecommunications company in New York.

(b) Applicant does not have applications pending to be certificated as an interexchange telecommunications company in any other state.

(c) Applicant is certificated to operate as an interexchange telecommunications company in New York.

(d) - (f) In no states has Applicant been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No

proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(b) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.

21. Applicant is a value-added, non-facilities-based provider of resold MTS interexchange telecommunications services. Applicant proposes to provide switched access services only for the direct transmission and reception of voice and data between locations throughout the State of Florida. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. All network facilities are the property of, and controlled by, Applicant's underlying carriers. Applicant assumes full responsibility for marketing and sales, billing and customer service functions.

Applicant seeks to provide long-distance services at rates that are competitive with those of other carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit D**.

22. Applicant's proposed tariff is attached hereto as **Exhibit D**.

23. (a) Applicant's financial statements, copies of which are attached as **Exhibit C**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a non-facilities-based provider of resold intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida.

(b) Applicant's senior managers include the Company's Director, Sammy Mahfar, who has been running telecommunications businesses for over four years, and recently appointed senior manager Erica Abode, who was a senior district manager with MCI for over 20 years.

(c) Applicant's technical ability to provide service is entirely dependent on that of its underlying carriers, Cable & Wireless and MCI Worldom.

Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) increased consumer choice in telecommunications services;
- (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

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

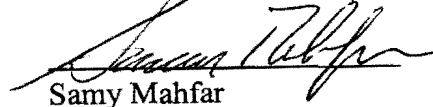
WHEREFORE, United Telecom, LLC respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of telecommunications services within the State of Florida.

(Signature on Following Page)

Respectfully submitted this 27<sup>th</sup> day of May, 1999.

United Telecom, LLC

By:



Samy Mahfar

Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Telephone: 516.487.8730

Facsimile: 516.487.5692

Harbor Consulting Group Inc.  
4312 92nd Avenue Northwest  
Gig Harbor, Washington 98335

Telephone: 253.265.3910

Facsimile: 253.265.3912

Applicant's Regulatory Consultants

APPLICANT ACKNOWLEDGMENT STATEMENT

1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment of \$50.00 is required.
2. GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.

Respectfully submitted this 27<sup>th</sup> day of May, 1999.

United Telecom, LLC

By:

  
Sammy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

Telephone: 516.487.8730

Facsimile: 516.487.5692



BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application )  
of United Telecom, LLC for )  
Original Authority to Provide )  
Interexchange Telecommunications ) No. \_\_\_\_\_  
Services Within the State of Florida )

**LIST OF EXHIBITS AND APPENDICES**

EXHIBIT A	ARTICLES OF ORGANIZATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	PROPOSED TARIFF
APPENDIX A	CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	CURRENT FLORIDA INTRASTATE SERVICES
APPENDIX D	AFFIDAVIT

**EXHIBIT A**

**ARTICLES OF ORGANIZATION**  
(Attached)

*State of New York*  
*Department of State* } 557

*I hereby certify that the annexed copy has been compared with the original document in the custody of the Secretary of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on* NOV 07 1997



A handwritten signature in cursive script, appearing to read "J. Glavin", followed by a horizontal line.

*Special Deputy Secretary of State*

970611000/98

CSC 45

ARTICLES OF ORGANIZATION  
OF  
UNITED TELECOM, LLC

FILED

JUN 11 11 20 AM '97

Filer: Mr. Samy Mahfar  
Transworld Telecom  
175 Great Neck Road  
Suite 404  
Great Neck, NY 11021

423621-MPJ

JUN 11 10 07 AM '97

RECEIVED

*MS*  
**BILLED** STATE OF NEW YORK  
DEPARTMENT OF STATE

FILED JUN 11 1997

TAX \$

BY: *[Signature]*

3

970611000 209

970611000/98  
CSC 45

**ARTICLES OF ORGANIZATION  
OF  
UNITED TELECOM, LLC**  
(Under section Two Hundred Three of the Limited Liability Law)

The undersigned person, acting as an organizer of the limited liability company hereinafter named, sets forth the following statements.

**First:** The name of the limited liability company is United Telecom, LLC.

**Second:** The county within the State of New York in which the office of the company is to be located is the county of Nassau.

**Third:** The latest date on which the company is to dissolve is Dec. 31, 2040

**Fourth:** The Secretary of the State of New York is designated as agent of the company upon whom process against it may be served. The post office address within or without the State of New York to which the Secretary of State of the State of New York shall mail a copy of any process against the company served upon him or her is

c/o United Telecom, LLC.  
ATT: Sammy Mahfar  
175 Great Neck Rd. Ste 404  
Great Neck, New York 12231

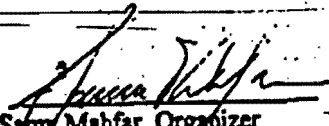
**Fifth:** The company is to be managed by one or more members.

**Sixth:** The business purpose for which the company is formed is as follows:  
Telecommunications

**Seventh:** There are no limitations on the authority of members of the company to bind the company.

IN WITNESS WHEREOF, I have signed this document on the date set forth below and do hereby affirm, under penalties of perjury, that the statement contained therein have been examined by me and are true and correct.

Dated: June 11, 1997


  
Samy Mahfar, Organizer

2

**EXHIBIT B**

**CERTIFICATE OF AUTHORITY**  
(Attached)

# State of Florida



Department of State

I certify from the records of this office that UNITED TELECOM, LLC doing business in Florida as UTLC LLC on June 1, 1999, is a New York limited liability company authorized to transact business in the State of Florida, qualified on June 1, 1999.

The document number of this limited liability company is M99000000806.

I further certify that said limited liability company has paid all fees and penalties due this office through December 31, 1999, and its status is active.

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

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
First day of June, 1999



CR2EO23 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State



**APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO  
TRANSACTION BUSINESS IN FLORIDA**

**IN COMPLIANCE WITH SECTION 608.502, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACTION BUSINESS IN THE STATE OF FLORIDA:**

FILED IN THE  
SECRETARY OF STATE  
CORPORATIONS  
99 JUN 30 PM 3:20

1. United Telecom LLC  
(Name of foreign limited liability company must end with the words "limited company" or their abbreviation "L.C." if not so contained in the name at present.)
2. New York  
(Jurisdiction under the law of which foreign limited liability company is organized)
3. 11-3390684  
(FEI number, if applicable)
4. 11-7-97  
(Date of Organization)
5. Perpetual  
(Duration: Year limited liability company will cease to exist or "perpetual")
6. Upon Qualification  
(Date first transacted business in Florida. (See sections 608.501, 608.502, and 617.155, F.S.)
7. 175 Great Neck Road, Suite 404  
Great Neck, NY 11021  
(Street address of principal office)

**8. List name, title, and business address of each managing member(MGRM) or manager(MGR) who will manage the foreign limited liability company in Florida: (attach additional page if necessary)**

NAME & ADDRESS:	TITLE:	NAME & ADDRESS:	TITLE:
<u>Samy Mahfar</u>	<u>MGRM/MGR</u>	_____	_____
<u>175 Great Neck Rd, Suite 404</u>		_____	
<u>Great Neck, NY 11021</u>		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	
_____		_____	

**9. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the Secretary of State or the proper official having custody of records in the state under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)**

---

**EXHIBIT C**

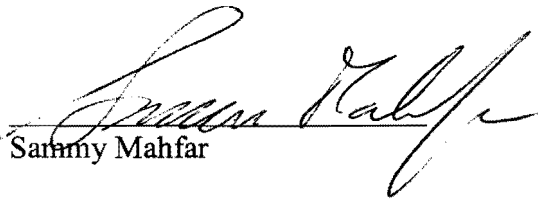
**FINANCIAL STATEMENTS**

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

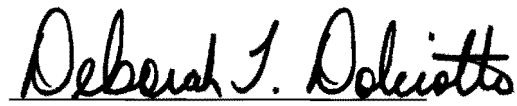
VERIFICATION OF FINANCIAL STATEMENTS

STATE OF NEW YORK     )  
  )  
COUNTY OF NASSAU    )     ss.

I, Samy Mahfar, being first duly sworn and deposed, state that I am a Director of United Telecom, LLC, the Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.

  
Sammy Mahfar

Subscribed and sworn to before me this 27<sup>TH</sup> day of MAY, 1999.

  
Notary Public in and for the State of New York,

residing at: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEBORAH T. DOLCIOTTO**  
Notary Public, State of New York  
No. 01DO4958800  
Qualified in Queens County  
Commission Expires 11/13/99

My Commission Expires 11/13/99

---

**EXHIBIT D**

**PROPOSED TARIFF**  
(Attached)

TELECOMMUNICATIONS TARIFF

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by United Telecom, LLC within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 175 Great Neck Road, Suite 404 Great Neck, New York 11021.

---

Issued: June 1, 1999

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

Effective Date:

**CHECK SHEET**

The sheets inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

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

Issued: June 1, 1999

Issued By:

Effective Date:

Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
Section	
1. Technical Terms and Abbreviations	6
2. Rules and Regulations	8
3. Description of Service	20
4. Rates	23

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**EXPLANATION OF SYMBOLS**

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

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021



**TARIFF FORMAT**

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

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Account Code:**

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

**Called Station:**

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

**Commission:**

Florida Public Service Commission

**Company:**

United Telecom, LLC

**Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer:**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Subscriber:**

See "Customer" definition.

**"800" Number:**

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

---

Issued: June 1, 1999

Issued By:

Samy Mahfar  
Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:

**SECTION 2 - RULES AND REGULATIONS****2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

**2.2. LIMITATIONS OF SERVICE**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued****2.3. USE, Continued**

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.4. LIABILITIES OF THE COMPANY**

2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021



**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

**2.5. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.6. INTERRUPTION OF SERVICE**

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

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. INTERRUPTION OF SERVICE, Continued**

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

A - outage time in hours

B - total monthly charge for affected utility

**2.7. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.8. MINIMUM SERVICE PERIOD**

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

**2.9. PAYMENTS AND BILLING**

2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.9. PAYMENTS AND BILLING, Continued**

- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance. The Company's late payment charge is listed at Section 4.2.1.
- 2.9.4. A returned check charge as listed in Section 4.2.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to the Company's customer service organization via telephone to 800.535.6000. Customer service representatives are available from 9:00 a.m. to 6:00 p.m. Eastern Standard Time, Monday through Friday.
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

2.9.7., Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100  
Toll free number: 800.342.3552

**2.10. CANCELLATION BY CUSTOMER**

- 2.10.1. Customer may cancel service by providing written or verbal notice to Company thirty (30) days prior to cancellation.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION BY CUSTOMER, Continued**

- 2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

**2.11. CANCELLATION BY COMPANY**

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
  - B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
  - C. For unauthorized or fraudulent use.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued**

- 2.11.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:
- A. For violation of Company's filed tariffs; or
  - B. For the non-payment of any proper charge as provided by Company's Tariff; or
  - C. For Customer's breach of the contract for service with Company.
- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.12. INTERCONNECTION**

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.12. INTERCONNECTION, Continued**

2.12.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

**2.13. DEPOSITS AND ADVANCE PAYMENTS**

The Company does not require an advanced payment or deposit from the Customer.

**2.14. CREDIT LIMIT**

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

**2.15. TAXES**

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

**2.16. UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director  
175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 3 - DESCRIPTION OF SERVICE****3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services is thirty (30) seconds with six (6) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

**3.2. MINIMUM CALL COMPLETION RATE**

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021



**SECTION 3 - DESCRIPTION OF SERVICE****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 originating and terminating points of the call.
- 3.3.2. The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

**Formula:**

The square

$$\text{Root of: } \frac{(V1-V2) + (H1 - H2)}{10}$$

**3.4. UNITED TELECOM TELECOMMUNICATIONS SERVICES**

- 3.4.1. The Company's rate plans are based on the calling patterns of different Customer groups and are structured to cater to varying Customer needs.
- 3.4.2. **One Plus Service** is a switched access service, offering users outbound "1 plus" long distance telecommunications services from points originating and terminating in the State of Florida.
- 3.4.3. **800 Service** is a switched access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of Florida. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned "800" number. The Customer pays for the call.

---

Issued: June 1, 1999

Effective Date:

Issued By:

Samy Mahfar  
Director175 Great Neck Road, Suite 404  
Great Neck, New York 11021

**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.4. UNITED TELECOM TELECOMMUNICATIONS SERVICES, Continued**

- 3.4.4. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the U.S. by dialing a toll free "800" number and entering a personal identification code, followed by the desired telephone number. Calling card calls are billed at the Company's tariffed rates and appear on the Customer's monthly long-distance bill.

---

Issued: June 1, 1999

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:

**SECTION 4 - RATES****4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

**4.1.1 Plan U-12**

This plan is for Customers that incur monthly usage charges of \$25.00 to \$75.00. The following charges apply under this plan:

Monthly Recurring Charge for 800 Service \$3.00

Inbound "800" Intrastate Long-Distance Service

Rate for Initial 30 Seconds \$0.075

Rate for Additional 6 Seconds \$0.015

Outbound "1 Plus" Intrastate-Long Distance Service

Rate for Initial 30 Seconds \$0.0325

Rate for Additional 6 Seconds \$0.0065

Travel Card Service

Rate for Initial 30 Seconds \$0.110

Rate for Additional 6 Seconds \$0.022

---

Issued: June 1, 1999

Issued By:

Samy Mahfar

Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:

**SECTION 4 – RATES, Continued****4.1. SERVICE CHARGES, Continued**

## 4.1.2. Plan U-109

This plan is for Customers that incur monthly usage charges of \$76.00 to \$1000.00.  
The following charges apply under this plan:

Monthly Recurring Charge for 800 Service	\$3.00
Inbound "800" Intrastate Long-Distance Service	
Rate for Initial 30 Seconds	\$0.0595
Rate for Additional 6 Seconds	\$0.0119
Outbound "1 Plus" Intrastate-Long Distance Service	
Rate for Initial 30 Seconds	\$0.0295
Rate for Additional 6 Seconds	\$0.0059
Travel Card Service	
Rate for Initial 30 Seconds	\$0.110
Rate for Additional Seconds	\$0.022

Issued: June 1, 1999

Issued By:

Samy Mahfar  
Director175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:

**SECTION 4 – RATES, Continued****4.1. SERVICE CHARGES, Continued****4.1.3. Plan U-99B**

This plan is for Customers that incur monthly usage charges of \$100.00 or more and that have more than twenty-five (25) percent of their monthly charges associated with international calls. The following charges apply under this plan:

Monthly Recurring Service Charge	\$4.95
Monthly Recurring Charge for 800 Service	\$3.00
Inbound "800" Intrastate Long-Distance Service	
Rate for Initial 30 Seconds	\$0.0495
Rate for Additional 6 Seconds	\$0.0099
Outbound "1 Plus" Intrastate-Long Distance Service	
Rate for Initial 30 Seconds	\$0.0325
Rate for Additional 6 Seconds	\$0.0065
Travel Card Service	
Rate for Initial 30 Seconds	\$0.110
Rate for Additional 6 Seconds	\$0.022

Issued: June 1, 1999

Issued By:

Samy Mahfar  
Director175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:

**SECTION 4 – RATES, Continued****4.1. SERVICE CHARGES, Continued****4.1.4. Across America Plan**

This plan is for Customers that incur monthly usage charges of \$50.00 or more and that have more than twenty-five (25) percent of their monthly charges associated with interstate calls. The following charges apply under this plan:

Monthly Recurring Service Charge	\$4.95
Monthly Recurring Charge for 800 Service	\$3.00
Inbound "800" Intrastate Long-Distance Service	
Rate for Initial 30 Seconds	\$0.0495
Rate for Additional 6 Seconds	\$0.0099
Outbound "1 Plus" Intrastate-Long Distance Service	
Rate for Initial 30 Seconds	\$0.0295
Rate for Additional 6 Seconds	\$0.0059
Travel Card Service	
Rate for Initial 30 Seconds	\$0.110
Rate for Additional 6 Seconds	\$0.022

Issued: June 1, 1999

Issued By:

Samy Mahfar  
Director175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:

**SECTION 4 – RATES, Continued**

**4.2. MISCELLANEOUS CHARGES**

**4.2.1. Late Payment Charge**

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

**4.2.2. Returned Check Charge**

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**4.2.3. Payphone Dial Around Surcharge**

All completed intrastate calls accessed via an 800 number to the Company's network will incur a \$0.35 surcharge.

**4.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

---

Issued: June 1, 1999

Issued By:

Samy Mahfar  
Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:

**SECTION 4 – RATES, Continued****4.4. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

**4.5. SPECIAL RATES FOR THE HANDICAPPED****4.11.1. Directory Assistance**

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

**4.11.2. Hearing and Speech Impaired Persons**

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

**4.11.3. Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay 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 to 60 percent off of the otherwise applicable rate for a voice non-relay 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.

---

Issued: June 1, 1999

Issued By:

Samy Mahfar  
Director175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Effective Date:



---

**APPENDIX A**

**CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT**

Not applicable.

---

**APPENDIX B**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**  
(Attached)

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 27<sup>th</sup> day of May, 1999.

United Telecom, LLC

By:

  
Samy Mahfar

Director

175 Great Neck Road, Suite 404  
Great Neck, New York 11021

Telephone: 516.487.8730

Facsimile: 516.487.5692

---

**APPENDIX C**

**CURRENT FLORIDA INTRASTATE SERVICES**  
(Attached)

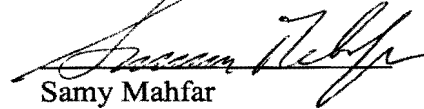
**CURRENT FLORIDA INTRASTATE SERVICES**

Applicant has not previously provided intrastate telecommunications services in Florida.

Respectfully submitted this 27<sup>th</sup> day of May, 1999.

United Telecom, LLC

By:



Samy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

Telephone: 516.487.8730

Facsimile: 516.487.5692

---

**APPENDIX D**

**AFFIDAVIT**  
(Attached)

**AFFIDAVIT**

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

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

Respectfully submitted this 27<sup>th</sup> day of May, 1999.

United Telecom, LLC

By:

  
Sammy Mahfar

Director

175 Great Neck Road, Suite 404

Great Neck, New York 11021

Telephone: 516.487.8730

Facsimile: 516.487.5692

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

DEPOSIT

D145

DATE JUN 03 1999

4312 92ND AVENUE NORTHWEST  
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.265.3910  
FACSIMILE: 253.265.3912  
EMAIL: HCGI@HARBOR-GROUP.COM

VIA OVERNIGHT DELIVERY

June 2, 1999

Florida Public Service Commission  
Division of Records and Reporting  
Capital Circle Office Center  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

990715-TI

RE: United Telecom, LLC - Application for Original Authority to Provide Interexchange Telecommunications Service

Dear Sir or Madam:

Enclosed are an original and six (6) copies of United Telecom, LLC's Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is United Telecom, LLC's Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

DOCUMENT NUMBER-DATE  
06886 JUN-35  
FPSC-RECORDS/REPORTING

UNITED TELECOM, LLC  
175 GREAT NECK RD. STE 404  
GREAT NECK, NY 11021

1091

PAY TO THE ORDER OF

Florida Public Service Commission

DATE 5/27/99

\$250.00

two hundred fifty

DOLLARS

Commercial Bank of New York  
A Safeco Bank  
121 Middle Neck Road • Great Neck, NY 11021

*[Handwritten Signature]*

FOR

00 1091