



210 N. Park Ave.  
PO Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
tm@tmnc.com

DEPOSIT  
D684 1  
January 6, 1998  
DATE Overnight  
JAN 08 1998

980039-TJ

Mr. Walter D'Hasseler  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oaks Boulevard  
Gerald L. Guster Bldg. Room 270  
Tallahassee, FL 32399-0850

RE: Initial Application of Nationwide Wireless Communications, Inc. d/b/a  
Wireless Depot of Boston to Provide Resold Interexchange  
Telecommunications Services in Florida

Dear Mr. D'Hasseler:

Enclosed for filing are the original and twelve copies of the above referenced application of Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston ("Wireless Depot of Boston") to provide Resold Interexchange Telecommunications Services in Florida.

Also enclosed is the applicant's check in the amount of \$250 for the filing fee. Questions pertaining to this application or tariff should be directed to my attention at (407) 740-8575.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self-addressed, stamped envelope enclosed for this purpose.

Thank you for your assistance.

Sincerely,

Mark G. Lammert  
Consultant to Wireless Depot of Boston

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

BJ

Enclosures

cc: Jennifer Griffith - Wireless Depot of Boston

file: Wireless Depot of Boston - FL  
tms: FL19800

MAIL ROOM  
98 JAN -7 PM 12:24  
RECORDS DIVISION  
NUMBER-DATE  
98358 JAN -7 8  
FISCAL SERVICES/REPORTING



210 N. Park Ave.  
P.O. Drawer 200  
Winter Park, FL  
32790-0200

Tel: 407-740-8575  
Fax: 407-740-0613  
uni@tminc.com

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
Division of Records and Reporting  
2540 Shumard Oaks Boulevard  
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Mark D. Vannoy

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Initials of person who forwarded check

1567

NATIONWIDE WIRELESS COMMUNICATIONS, INC  
2875 NE 191 STREET, SUITE 302  
AVENTURA FL 33180

PAY TO THE ORDER OF

Florida Public Service Comm \$ 250.00  
Two hundred and Fifty

DATE 10/7/97

6-4811

DOLLARS



City National Bank

FOR Application Fee

**FLORIDA PUBLIC SERVICE COMMISSION**

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

**APPLICATION FORM**  
**for**

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

---

**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 Boulevard  
Center 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.  
Center Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251**

FORM PSC/CMU 31 (11/95)  
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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 IXC's; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- (X) **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 reseller** - 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.
- (X) **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:

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a noncertificated company)
- Approval for transfer of control (To another certificated company).

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

Nationwide Wireless Communications, Inc.

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

Wireless Depot of Boston

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

Nationwide Wireless Communications, Inc.  
d/b/a Wireless Depot of Boston  
2875 N.E. 191st Street  
Suite 302  
Aventura, Florida 33180  
Telephone: (305) 682-1995  
Facsimile: (305) 682-1999

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

See #5 Above

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, _____        |   |

FORM PSC/CNU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners 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.
- (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 the company, give reason why not.

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: P97000018285

- (b) Name and address of the company's Florida registered agent.

Sara Jane Peck  
2875 N.E. 191st Street, Suite 302  
Aventura, Florida 33180

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

Fictitious name registration number: G97176000098

(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 officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

(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 the company, give reason why not.

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Mark G. Lammert  
Consultant to Wireless Depot of Boston  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
(407) 740-8575  
(FAX) 740-0613

(b) Official Point of Contact for the ongoing operations of the company:

Sara Jane Peck  
Nationwide Wireless Communications, Inc.  
d/b/a Wireless Depot of Boston  
2875 N.E. 191st Street  
Suite 302  
Aventura, Florida 33180  
Telephone: (305) 682-1995  
Facsimile: (305) 682-1999

(c) **Tariff:**

Mark G. Lammert  
Consultant to Wireless Depot of Boston  
Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
(407) 740-8575

(d) **Complaints/Inquiries from customers:**

Customer Service Manager  
Wireless Depot of Boston  
14 E. Main Street  
Somerville, NJ 08876  
Telephone: (908) 429-8494  
Facsimile: (908) 575-1233

11. **List the states in which the applicant:**

(a) **Has operated as an interexchange carrier.**

None.

(b) **Has applications pending to be certificated as an interexchange carrier.**

None.

(c) **Is certificated 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 carrier or other telecommunications entity, and the circumstances involved.

None

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

- |   |                                    |
|---|------------------------------------|
| <input type="checkbox"/> Facilities   | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection                                 | <input type="checkbox"/> Sales     |
| <input type="checkbox"/> Maintenance  |                                    |
| <input checked="" type="checkbox"/> Other: <u>None anticipated at this time</u> |                                    |

13. Do you have a marketing program?

Yes

14. Will your marketing program:

- Pay commissions?
- 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.).

Dealers will be given a commission percentage based on volume of individual orders and/or monthly volume.

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 checked="" type="checkbox"/> Other: (specify) <u>Most services anticipated at this time are prepaid</u> |  |

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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. The customer can contact the Company's Customer Service department for billing inquiries at 1-800-585-1330 with any questions. Customer service is available Sunday through Saturday from 7:00 AM to 8:00 PM Eastern time. Calls outside of the hours noted above will reach the answering service and will be returned the next business day. The answering service will page the designed after hours company representative for matters needing attention immediately.

- (b) The name and address of the firm who will bill for your service.

N/A; the Company only has plans at this time for prepaid services.

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

See Attachment III.

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 statements, 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 Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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 Attachment II.

FORM PSC/CMU 31 (11/95)  
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

**NIS 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

**NIS with route specific rates per minute**

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

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

- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

**NIS 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 mbps, DS-3, etc.)**

**Travel service**

- Method of access is 950
- Method of access is 800

**900 service**

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

\_\_\_ **Operator Services**

- \_\_\_ Available to presubscribed customers
- \_\_\_ Available to non presubscribed customers (for example, 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).

For travel service calls: an 800 access number, plus identification number, plus the destination telephone number.  
For MTS with statewide flat rates per minute: "1+" an interexchange number.

22. Other:

**\*\* 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 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.
7. **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 and 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:

Sara Jane Peck  
Signature

10/20/97  
Date

Sara Jane Peck  
Nationwide Wireless Communications, Inc.  
d/b/a Wireless Depot of Boston  
2875 N.E. 191st Street, Suite 302  
Aventura, Florida 33180  
Telephone: (305) 682-1995  
Facsimile: (305) 682-1999

FORM PSC/CMU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

**APPENDICES:**

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

**ATTACHMENTS:**

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

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

**CERTIFICATE OF TRANSFER STATEMENT**

I, (TYPE NAME) \_\_\_\_\_,  
(TITLE) \_\_\_\_\_, of (NAME OF COMPANY)  
\_\_\_\_\_, 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.

**Not Applicable.**

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Telephone

FORM PSC/CMU 31 (11/95)  
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-  
24.480(2).



**\*\* 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 may be 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:**

*Sara Jane Peck*  
Signature

*10/20/99*  
Date

**Sara Jane Peck**  
**Nationwide Wireless Communications, Inc.**  
**d/b/a Wireless Depot of Boston**  
**2875 N.E. 191st Street, Suite 302**  
**Aventura, Florida 33180**  
**Telephone: (305) 682-1995**  
**Facsimile: (305) 682-1999**

**\*\* APPENDIX C \*\***

**INTRASTATE NETWORK**

1. **POP: Addresses where located, and indicate if owned or leased.**

1) None. 2)

3) 4)

2. **SWITCHES: Address where located, by type of switch and indicate if owned or leased.**

1) None 2)

3) 4)

3. **TRANSMISSION FACILITIES: POP-to-POP facilities by type of facilities (microwave, fiber copper, satellite, etc.) and indicate if owned or leased.**

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
-------------------	-------------	------------------

1) None

2)

3)

4. **ORIGINATING SERVICE: Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate. (Appendix D)**

**Statewide.**

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

Not applicable.

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 service begin?

Not applicable.

- (b) If the services are not currently offered, when were they discontinued?

Not applicable.

UTILITY OFFICIAL:

Sara Jane Peck  
Signature

10/20/97  
Date

Sara Jane Peck  
Nationwide Wireless Communications, Inc.  
d/b/a Wireless Depot of Boston  
2875 N.E. 191st Street, Suite 302  
Aventura, Florida 33180  
Telephone: (305) 682-1995  
Facsimile: (305) 682-1999

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

**FLORIDA TELEPHONE EXCHANGES**

**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 EXCHANGES \*\***

<u>Extended Service 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.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.

FORM PSC/CMU 31 (11/95)  
Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

<b>TAMPA:</b>	Central     None East        Plant City North       Zephyrhills South       Palmetto West        Clearwater
<b>CLEARWATER:</b>	St. Petersburg, Tampa-West and Tarpon Springs.
<b>ST. PETERSBURG:</b>	Clearwater.
<b>LAKELAND:</b>	Bartow, Mulberry, Plant City, Polk City and Winter Haven.
<b>ORLANDO:</b>	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, and Oviedo-Winter Springs.
<b>WINTER PARK:</b>	Apopka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva and Montverde.
<b>TITUSVILLE:</b>	Cocoa and Cocoa Beach.
<b>COCOA:</b>	Cocoa Beach, Eau Gallie, Melbourne and Titusville.
<b>MELBOURNE:</b>	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.
<b>SARASOTA:</b>	Bradenton, Myakka and Venice.
<b>FT. MYERS:</b>	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.

Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston intends to offer service throughout the State of Florida.

**ATTACHMENT I**  
**AUTHORITY TO OPERATE IN FLORIDA**

804-822-9708

02/27/97 10:20 71. Dept. of State p1 / 2

# State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of NATIONWIDE WIRELESS COMMUNICATIONS, INC., a Florida corporation, filed on February 26, 1997, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number 8970000102178. This certificate is issued in accordance with section 18.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is 8970000102178.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-seventh day of February, 1997

Authentication Code: 497A00010218-022797-8970000102178-1/1



CRS002 (1-00)

Sandra B. Northam  
Secretary of State





**(D) STATEMENT OF VARIATIONS IN THE RELATIVE RIGHTS AND PREFERENCES AS BETWEEN SERIES INsofar AS THE SAME ARE TO BE FIXED IN THE ARTICLES OF INCORPORATION:**

<u>SERIES</u>	<u>RELATIVE RIGHTS</u>	<u>PREFERENCES</u>
<u>N/A</u>	<u>_____</u>	<u>_____</u>
<u>_____</u>	<u>_____</u>	<u>_____</u>

**(E) STATEMENT OF ANY AUTHORITY TO BE VESTED IN THE BOARD OF DIRECTORS TO ESTABLISH SERIES AND FIX AND DETERMINE THE VARIATIONS IN THE RELATIVE RIGHTS AND PREFERENCES BETWEEN SERIES.**

N/A

**SIXTH: PROVISIONS GRANTING PREEMPTIVE RIGHTS ARE:**

The shareholders also, upon the issue or sale of shares of stock of any class (whether new or further authorized), have the right during such period of time and on such conditions as the board of directors shall prescribe, to subscribe to and purchase such shares in proportion to their respective holdings of stock. At such price or prices as the board of directors may from time to time fix and as permitted by law.

**SEVENTH: PROVISIONS FOR THE REGULATION OF THE INTERNAL AFFAIRS OF THE CORPORATION ARE:**

N/A

**EIGHT: THE STREET ADDRESS OF THE INITIAL REGISTERED OFFICE OF THE CORPORATION IS**

2875 N.E. 191st Street  
Suite 302  
Aventura, Fl. 33180

**NINTH: THE NUMBER OF DIRECTORS CONSTITUTING THE INITIAL BOARD OF DIRECTORS IS ONE(1) AND THE NAMES AND ADDRESSES OF THE PERSONS WHO ARE TO SERVE AS DIRECTORS UNTIL THE FIRST ANNUAL MEETING OF SHAREHOLDERS OR UNTIL THEIR SUCCESSORS ARE ELECTED AND QUALIFIED ARE**

<u>NAME</u>	<u>ADDRESS</u>
Sara Jane Peck	19101 Myrtle Pointe Apartment 811 Aventura, Fl 33180

(OPTIONAL)



# State of Florida



Department of State

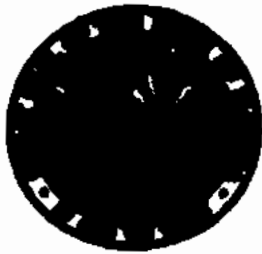
I certify from the records of this office that WIRELESS DEPOT OF BOSTON is a Fictitious Name registered with the Department of State on June 25, 1997.

The Registration Number of this Fictitious Name is G9717000098.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 866.06, Florida Statutes.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, this the  
Twenty-sixth day of June, 1997



ORANGE 12-89



Sandra H. Northam  
Secretary of State



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

**June 26, 1997**

**WIRELESS DEPOT OF BOSTON**  
**2875 NORTHEAST 191ST STREET, #302**  
**AVENTURA, FL 33180**

**Subject: WIRELESS DEPOT OF BOSTON**

**REGISTRATION NUMBER: 08717808088**

This will acknowledge the filing of the above fictitious name registration which was registered on June 26, 1997. This registration gives you rights to ownership of the name.

Each fictitious name registration must be renewed every five years between July 1 and December 31 of the expiration year to maintain registration. Three months prior to the expiration date a statement of renewal will be mailed.

**IT IS THE RESPONSIBILITY OF THE BUSINESS TO NOTIFY THIS OFFICE IN WRITING IF THEIR MAILING ADDRESS CHANGES.** Whenever corresponding please provide assigned Registration Number.

Enclosed is your certificate(s) as requested.

Should you have any questions regarding this matter you may contact our office at (904) 487-6068.

**Fictitious Name Section**  
**Division of Corporations**

**Letter No. 197A00033862**

**CERTIFICATE OF DESIGNATION  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of section 607.0601, Florida Statute, the undersigned corporation organized pursuant to the laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

THE NATIONWIDE WIRELESS COMMUNICATIONS, INC., desiring to organize  
(Name of Corporation)  
under the laws of the State of Florida with its principal office as indicated in the articles  
of incorporation, has named Sara Jane Peck, 2875 N.E. 1st Street, Suite 302  
(Name of Registered Agent)  
located at AVENTURA, FLORIDA, County of DADE  
(City) (County)  
State of Florida, as its agent to accept service of process within this state

HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF  
PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE  
DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS  
REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE  
TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE  
PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR  
WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED  
AGENT.

Signature:   
Registered Agent  
SARA JANE PECK

**ATTACHMENT II**  
**PROPOSED TARIFF**

**TITLE PAGE**

**FLORIDA TELECOMMUNICATIONS TARIFF**

**OF**

**Nationwide Wireless Communications, Inc.**  
**d/b/a Wireless Depot of Boston**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunication services provided by Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston with principal offices located at 2875 N.E. 191st Street, Suite 302, Aventura, Florida 33180. This tariff applies for services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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**Issued:** January 7, 1998

**Effective:**

**Issued By:** Sara Jane Peck, President  
2875 N.E. 191<sup>st</sup> Street, Suite 302  
Aventura, Florida 33180



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**CHECK SHEET**

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

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

\* Indicates new or revised sheet with this filing

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Aventura, Florida 33180

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**TABLE OF CONTENTS**

**Title Sheet** ..... 1

**Check Sheet** ..... 2

**Table of Contents** ..... 3

**Alphabetical Index** ..... 4

**Symbols** ..... 6

**Tariff Format** ..... 7

**Section 1.0 - Technical Terms and Abbreviations** ..... 8

**Section 2.0 - Rules and Regulations** ..... 12

**Section 3.0 - Description of Service** ..... 27

**Section 4.0 - Rates** ..... 35

**Section 5.0 - Promotions** ..... 39

---

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**Effective:**

**Issued By:** Sara Jane Peck, President  
2875 N.E. 191<sup>st</sup> Street, Suite 302  
Aventura, Florida 33180

**Alphabetical Index**

<b><u>SUBJECT</u></b>	<b><u>PAGE</u></b>
Abbreviations .....	8
Advance Payments .....	14
Applicable Law .....	25
Applicability of Tariff .....	12
Basic Interexchange Service .....	34
Calculation of Distance .....	30
Call Timing .....	31
Cancellation by Customer .....	20
Cost of Collection and Repair .....	25
Definitions .....	9
Demonstration of Calls .....	38
Deposits .....	14
Description of Service .....	27
Debit Card Service .....	32
Debit Toll Service .....	33
Discounts for Hearing Impaired Customers .....	36
Emergency Call Exemptions .....	36
Employee Concessions .....	25
Holiday Rates .....	29
Inspection, Testing and Adjustment .....	17
Interruption of Service .....	16
Late Payment Fees .....	26
Liability .....	18
Limitations of Service .....	24
Minimum Service Period .....	20
Other Rules .....	26
Payment and Credit Regulations .....	13
Payment Arrangements .....	13

Issued: January 7, 1998

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2875 N.E. 191<sup>st</sup> Street, Suite 302  
Aventura, Florida 33180

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**Alphabetical Index, (Con't.)**

Quality and Grade of Service Offered .....	27
Rates	
Basic Interexchange Service .....	37
Debit Card Service .....	37
Debit Toll Service .....	37
Refunds and Credit for Service Outages .....	16
Refusal or Discontinuance by Company .....	21
Returned Check Charge .....	26
Rules and Regulations .....	12
Symbols .....	6
Tariff Format .....	7
Taxes and Fees .....	15
Technical Terms and Abbreviations .....	8
Telecommunications Relay Service Rates .....	35
Terminal Equipment .....	25
Tests, Pilots, Promotional Campaigns .....	39
Time of Day Rate Periods .....	28
Undertaking of Company .....	12
Use of Service .....	24

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Issued: January 7, 1998

Effective:

Issued By: Sara Jane Peck, President  
2875 N.E. 191<sup>st</sup> Street, Suite 302  
Aventura, Florida 33180

### SYMBOLS

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

**D - Delete or Discontinue**

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

**M - Moved from another 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**

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

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Aventura, Florida 33180

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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 FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.  
2.1.  
2.1.1.  
2.1.1.A.  
2.1.1.A.1.  
2.1.1.A.1.(a).  
2.1.1.A.1.(a).1.  
2.1.1.A.1.(a).1.(i).  
2.1.1.A.1.(a).1.(i).(1).

- D. Check Sheets** - When a tariff filing is made with the FPSC, 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). 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 FPSC.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Abbreviations**

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

<b>C.O.</b>	-	<b>Central Office</b>
<b>Corp.</b>	-	<b>Corporation</b>
<b>FCC</b>	-	<b>Federal Communications Commission</b>
<b>FPSC</b>	-	<b>Florida Public Service Commission</b>
<b>IXC</b>	-	<b>Interexchange Carrier</b>
<b>LATA</b>	-	<b>Local Access and Transport Area</b>
<b>LEC</b>	-	<b>Local Exchange Carrier</b>
<b>MTS</b>	-	<b>Message Telecommunications Service</b>
<b>PBX</b>	-	<b>Private Branch Exchange</b>
<b>Wireless of Boston</b>	-	<b>Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston</b>

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2875 N.E. 191<sup>st</sup> Street, Suite 302  
Aventura, Florida 33180

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**1.2 Definitions**

**Access Line** - An arrangement which connects the Customer's location to a Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston switching center or point of presence.

**Authorized User** - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Carrier's service.

**Available Usage Balance** - The amount of usage remaining in a Debit Account at any particular point in time. Each Debit Account begins with an initial usage amount which is depleted as services provided by the Company are utilized by the Customer.

**Called Party** - The person, individual, corporation, or other entity whose telephone number is called by the End User.

**Commission** - The Florida Public Service Commission.

**Company or Carrier** - Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston ("Wireless of Boston") unless otherwise clearly indicated by the context.

**Customer or Subscriber** - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**1.2 Definitions, (Cont'd.)**

**Debit Account** - An account which consists of a pre-paid usage balance depleted on a real time basis during each Debit Service Call.

**Debit Card** - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

**Debit Service Call** - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company-issued Debit Account.

**Debit Toll Service** - A service offered by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

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

**Holidays** - Holidays observed by the Carrier as specified in this tariff.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company

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**SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)**

**1.2 Definitions, (Cont'd.)**

**Personal Account Code** - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's network which identifies the Debit Account from which charges for service shall be debited and which validates the caller's authorization to use the services provided.

**Premises** - A building or buildings on contiguous property.

**Presubscribe** - A method used to identify Wireless of Boston as the Customer's primary interexchange carrier and provides the Customer with direct dial "1+" long distance calling on Wireless of Boston's network.

**Renewal** - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of use as authorized and paid for by the Customer.

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**SECTION 2.0 - RULES AND REGULATIONS**

**2.1 Undertaking of Nationwide Wireless Communications, Inc.  
d/b/a Wireless Depot of Boston**

**2.1.1 Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston ("Wireless of Boston") is a resale common carrier providing intrastate communications long distance message toll telephone service to Customers for the transmission and reception of voice, data, and other types of communications.**

**2.1.2 The Company offers intrastate telecommunications service in conjunction with interstate service.**

**2.1.3 Service is provided twenty-four (24) hours per day, seven (7) days a week.**

**2.2 Applicability of Tariff**

**This tariff is applicable to telecommunications services provided by Wireless of Boston within the state of Florida.**

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.3 Payment and Credit Regulations**

**2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Florida PSC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.3.1 Payment Arrangements, (cont'd)**

The Customer shall be responsible for all calls placed by or through Customer's equipment by any person. In particular and without limitation to the foregoing, the Customer is responsible for any calls placed by or through the Customer's equipment via any remote access features. The Customer is responsible for all calls placed via their authorization code as a result of the Customer's intentional or negligent disclosure of the authorization code.

**2.3.2 Deposits**

The Company does not require a deposit from the Customer or Subscriber.

**2.3.3 Advance Payments**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.3.4 Taxes and Fees**

The Company shall charge the Customer an amount sufficient to recover any governmental assessments, fees, license, or other similar taxes or fees imposed upon the Company.

- A. For Debit Service, taxes or fees shall be included in the rates and charges stated in the Company's rate schedule for this service.
- B. For all other services offered by the Company, taxes and fees shall be added to the rates and charges stated in the Company's rate schedules and listed as separate line items on the Customer's bill for services provided.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.4.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer or Subscriber, or to the failure of channels, equipment and/or communications systems provided by the Customer or Subscriber, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer. Interruptions caused by Customer-provided, Subscriber-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via LEC access. For purposes of credit computation every month shall be considered to have 30 days. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than twenty-four hours. For message rated toll services, credits will be limited to, at maximum, the price of the initial period of individual call that was interrupted.

The Customer shall be credited for an interruption of one day (24 hours) or more at the rate of 1/30th of the monthly charge for the services affected for each day that the interruption continues.

Credit Formula:

$$\text{Credit} = A/30 \times B$$

A = outage time in days

B = total monthly charge for affected service.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.4 Refunds or Credits for Service Outages or Deficiencies, (Cont'd.)**

**2.4.2 Inspection, Testing and Adjustment**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Liability**

- 2.5.1** The liability of the Carrier for its willful misconduct or gross negligence which is the sole legal cause of damage or injury is not limited by this tariff. With respect to any other claim or suit, by a Subscriber or by any others, for damages associated with acts or omissions involving initiation, installation, provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, the Carrier's liability, if any, is limited to 1/30 of the monthly charge for service affected for each 24-hour period during which such failure of service occurs and is reported to or known by the Carrier. For services for which no monthly charge applies, the actual credit for outages is limited to the prorated charge for the period during which the call was interrupted. In addition, Subscriber credits for interrupted service will be issued, where applicable, in accordance with the provisions of Section 2.4.
- 2.5.2** In no event will Carrier be responsible for consequential damages or lost profits suffered by Subscriber on account of interrupted or unsatisfactory service unless Carrier is found to have been willfully negligent.
- 2.5.3** The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.5 Liability, (cont'd.)**

**2.5.4 The Carrier shall be indemnified and held harmless by the Customer against:**

- a. Claims for libel, slander, infringement of copyright or unauthorized use of any trade mark, trade name or service mark arising out of the material, data, information, or other content transmitted by the Customer over the Carrier's facilities; and**
- b. Claims for patent infringement arising from combining or connecting the Carrier'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 the Carrier.**

**2.5.5 The Carrier will make no refund of overpayments by a Subscriber unless the claim for such overpayment together with proper evidence be submitted within one (1) year from the date of alleged overpayment unless billing records prepared by the Company can be produced which would justify a credit beyond one year.**

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.6 Minimum Service Period**

The minimum service period is one month (30 days), unless otherwise specified by tariff or contract.

**2.7 Cancellation by Customer**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.8 Refusal or Discontinuance by Company**

**2.8.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Wireless of Boston will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

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

- (A) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- (B) For use of telephone service for any purpose other than that described in the application.
- (C) For neglect or refusal to provide reasonable access to Wireless of Boston or its agents for the purpose of inspection and maintenance of equipment owned by Wireless of Boston or its agents.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.8.2 (Cont'd.)**

- (D) For noncompliance with or violation of Commission regulation or Wireless of Boston's rules and regulations on file with the Commission, provided five (5) working days' written notice is given before termination.
- (E) For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the customer's regular monthly bill for service.
- (F) Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Wireless of Boston's equipment or service to others.
- (G) Without notice in the event of tampering with the equipment or services owned by Wireless of Boston or its agents.
- (H) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Wireless of Boston may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

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

**2.8.2 (Cont'd.)**

- (I) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.
- (J) For periods of inactivity over sixty (60) days.

**2.9 Miscellaneous Rates and Charges**

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Example of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for the use of their payphones to access the Company's service.

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.10 Limitations of Service**

**2.10.1** Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.

**2.10.2** Wireless of Boston reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.

**2.10.3** 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.

**2.10.4** Wireless of Boston reserves the right to discontinue the offering of service or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

**2.11 Use of Service**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.12 Employee Concessions**

[Reserved for future use]

**2.13 Terminal Equipment**

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

**2.14 Applicable Law**

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

**2.15 Cost of Collection and Repair**

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

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**SECTION 2.0 - RULES AND REGULATIONS, (Cont'd.)**

**2.16 Late Payment Fees**

The Company reserves the right to assess a late payment fee to Customers of 1.5% per month on any past due balance. A balance is considered past due if unpaid thirty (30) days following the date of the bill listing amounts owed by the Customer. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida state law.

**2.17 Return Check Charge**

The Company reserves the right to assess a return check charge of \$20.00 whenever a check or draft presented for payment of service is not accepted by the institution upon which it is written. Any applicable return check charges will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to Florida state law.

**2.18 Other Rules**

**2.18.1** Wireless of Boston reserves the right to validate the credit worthiness of Customers or Authorized Users through available verification procedures. Where a travel card code cannot be validated, the Customer or Authorized User may be required to provide an acceptable alternate billing method or the Carrier may refuse to place the call.

**2.18.2** The Company reserves the right to discontinue service, limit service, or to impose requirements on Subscribers or Customers as required to meet changing regulations, rules or standards of the FPSC.

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**SECTION 3.0 - DESCRIPTION OF SERVICE**

**3.1 General**

The Company provides intrastate, interexchange switched telecommunications services between locations in Florida. The Company's service includes direct-dialed calling with charges based upon call duration, mileage, and/or total volume.

**3.2 Quality and Grade of Service Offered**

**Minimum Call Completion Rate** - Customers can expect a call completion rate of not less than 95% during peak use periods for Feature Group D 1+ dialing. 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 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.3 Time of Day Rate Periods**

Unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

**Day Rate Period:** Monday through Friday, 8:00 AM to 5:00 PM\*

**Evening Rate Period:** Sunday through Friday, 5:00 PM to 11:00 PM\*

**Night/Weekend Rate Period:** All days, 11:00 PM to 8:00 AM\* Saturday 8:00 AM to Sunday 5:00 PM\*

\* To, but not including

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00AM TO 5:00PM	DAYTIME RATE PERIOD						
5:00PM TO 11:00PM*	EVENING RATE PERIOD						EVE
11:00PM TO 8:00AM*	NIGHT/WEEKEND RATE PERIOD						

\* to, but not including

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.4 Holiday Rates**

The non-day rate applies to the following holidays unless a lower rate would normally apply.

New Year's Day	-	January 1
Martin Luther King Day	-	As nationally observed
Washington's Birthday	-	As nationally observed
Independence Day	-	July 4
Labor Day	-	As nationally observed
Thanksgiving Day	-	As nationally observed
Christmas Day	-	December 25

Night/Weekend Rate Period rates will apply to all calls made from 8:00 AM to, but not including, 11:00 PM on Company-recognized holidays.

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.5 Calculation of Distance**

Usage charges for mileage sensitive services vary based on the type of service subscribed to by the Customer. For services utilizing switched access, mileage measurements for rate schedules are based on the distance in airline miles between rate centers associated with the originating and terminating stations. For services utilizing dedicated access, mileage measurements for rate schedules are based on the distance in airline miles between the Wireless of Boston network access point associated with the station utilizing Dedicated Access Origination/Termination and the rate center associated with the called/calling station.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

- Step 1: Obtain the "V" and "H" coordinates for the serving wire center or network access point serving the Customer's location and the called/calling station.
- Step 2: Obtain the difference between the "V" coordinates. Obtain the difference between the "H" coordinates.
- Step 3: Square the differences obtained in Step 2.
- Step 4: Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5: Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6: Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the originating and terminating locations of the call.

Formula:

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

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.6 Call Timing**

- 3.6.1** Long distance usage charges are based on the actual usage of the Company's network. Chargeable time begins when the called party answers the call (i.e. when two way communications are established). Answer detection is based on standard industry detection methods, including hardware and software detection.
- 3.6.2** Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.6.3** Unless otherwise specified in this tariff, the minimum call duration for billing purposes is one (1) minute.
- 3.6.4** Unless otherwise specified in this tariff, usage is measured and rounded in one (1) minute increments for billing purposes.
- 3.6.5** No charges apply to unanswered calls.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.7 Debit Card Service**

Debit Card Service allows Customers to place direct dialed calls between locations within the state of Florida. Customers access the Wireless of Boston network by dialing a Toll Free (i.e. 800/888) number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's account on a real time basis as the call progresses. Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a Personal Account Code and lists instructions for accessing and using the service. See Section 4 of this tariff for available denominations.

Purchase of a Debit Card entitles the Customer to use the Wireless of Boston network for a number of minutes equivalent to the card denomination divided by the effective per minute rate. The Debit Account expires, if the Debit Account is not replenished within 5 calendar days from the date of the last call that caused the Debit Account value to be depleted. No minimum service period applies. Payment for Debit Card Services and any Available Usage in a Customer's Debit Account is non-refundable. Any unused balances will be applied toward renewal value of the Debit Account.

Debit Card service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, the minimum call usage is one (1) minute; one domestic minute is equal to one unit.

Account balances are available from the system upon access to place a call. The Toll Free access number assigned to a given account is listed on the card.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.0 Debit Toll Service**

Debit Toll Service allows Customers to place direct dialed calls between locations within the state of Florida. Customers access the Wireless of Boston network by dialing a Toll Free (i.e. 800/888) number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance in the Customer's account on a real time basis as the call progresses. Customers purchase Debit Toll Service by depositing a dollar amount reflective of their telecommunication needs based on the per minute rate. The Company assigns each Customer a Debit Account, provides each Customer with a Personal Account Code and lists instructions for accessing and using the service. Account balances are available from the system upon access to place a call.

Purchase of Debit Toll Service entitles the Customer to use the Wireless of Boston network for a number of minutes equivalent to the deposit denomination divided by the effective per minute rate. No minimum service period applies. Payment for Debit Toll Services and any Available Usage in a Customer's Debit Account is non-refundable. Any unused balances will be applied toward renewal value of the Debit Account.

Debit Toll service rates are not distance or time of day sensitive. Holiday discounts do not apply. Network usage for Debit Toll Calls is deducted from the Available Usage Balance in Customer's Debit Account in full minute increments. For debiting purposes, the minimum call usage is one (1) minute; one domestic minute is equal to one unit.

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**SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd.)**

**3.9 Basic Interexchange Service**

Wireless of Boston's Basic Interexchange Service allows Customers to place direct dialed calls between locations within the state of Florida. Wireless of Boston's Basic Interexchange Service allows Customers to presubscribe Wireless of Boston as their primary interexchange carrier. Customers access Wireless of Boston's network by dialing "1+" and an interexchange number from standard Customer-provided switched access lines.

Basic Interexchange Service is available 24 hours a day, seven days per week. There are no subscription fees, monthly minimum usage levels or volume discounts.

Basic Interexchange Service rates are not distance or time of day sensitive. Holiday discounts do not apply. For billing purposes, call timing is rounded up to the nearest one (1) minute increment after the initial minimum period of one (1) minute.

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**SECTION 4.0 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges are computed on an airline mileage basis as described in Section 3.5 of this tariff.

Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration.

Customers are billed based on their use of Wireless of Boston's long distance service. No installation charges or fixed monthly recurring charges apply.

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**SECTION 4.0 - RATES, (Cont'd.)**

**4.2 Discounts for Hearing Impaired Customers**

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

**4.3 Emergency Call Exemptions**

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. Wireless of Boston will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

**4.4 Telecommunications Relay Service Rates**

For intrastate toll calls received from the relay service, call charges shall be discounted by 50% from the otherwise applicable usage rate for a voice non-relay call, except that where the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent.

**4.5 Directory Assistance**

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

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**SECTION 4.0 - RATES, (Cont'd.)**

**4.6 Debit Card Service**

<u>Face Value of Card(s)</u>	<u>Minutes Available</u>
\$5.00	20 minutes
\$10.00	41 minutes
\$20.00	83 minutes

Rate per minute - \$0.24

**4.7 Debit Toll Service**

All calls are debited from the Available Usage Balance on a per minute basis. The dollar value equivalent in the Debit Account divided by the per minute are the number of minutes available to be used unless the Customer replenishes the Debit Account.

Rate per minute - \$0.24

**4.8 Basic Interexchange Service**

The usage rate per minute is \$0.24.

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**SECTION 5.0 - PROMOTIONS**

**5.1 Tests, Pilots, Promotional Campaigns and Contests**

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or nonrecurring charges.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**ATTACHMENT III**  
**FINANCIAL STATEMENTS**

**ATTACHMENT III**

**FINANCIAL STATEMENTS**

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston possesses the financial capability to provide the requested service. The Company's balance sheet and income statement as of October 15, 1997 is attached. A review of the financial statements demonstrates that the Company possesses the necessary financial capability. Some of the noteworthy items are:

- Cash & cash equivalent balance of approximately \$11,550.
- No loans or debt financing.
- Positive equity balance of \$63,517.
- Net income of \$62,517 from Company's inception in February 1997 to October 15, 1997.

2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.

Please see response to question #1.

3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see response to question #1.

**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.



**NATIONWIDE WIRELESS d/b/a WIRELESS DEPOT OF BOSTON  
BALANCE SHEET  
OCTOBER 15, 1997**

**ASSETS**

**CURRENT ASSETS**

Cash	\$	11,517
Equipment		2,000
Loans Receivable		<u>30,000</u>

**TOTAL CURRENT ASSETS** **\$ 63,517**

**LIABILITIES AND STOCKHOLDERS EQUITY**

Common Stock	\$	1,000
Retained Earnings		<u>62,517</u>

**TOTAL STOCKHOLDERS EQUITY** **63,517**

**TOTAL LIABILITIES AND STOCKHOLDERS EQUITY** **\$ 63,517**

**NATIONWIDE WIRELESS dba WIRELESS DEPOT OF BOSTON  
INCOME STATEMENT  
OCTOBER 18, 1997**

<b>SALES</b>			<b>\$ 260,000</b>
<b>LESS:</b>	<b>SELLING EXPENSES</b>		
	Commissions	54,000	
	Telephone	24,888	
	Leads	32,000	
	Fedex & Postage	14,000	
	Compliance costs	13,000	(137,888)
	<b>ADMINISTRATIVE EXPENSES</b>		
	Rent	17,800	
	Salaries	13,887	
	Copying	3,287	
	Management Fee	25,000	( 50,584) (187,483)
			<b><u>NET PROFIT \$ 62,517</u></b>

**ATTACHMENT IV**  
**MANAGERIAL AND TECHNICAL CAPABILITIES**

**Nationwide Wireless Communications, Inc.  
d/b/a Wireless Depot of Boston**

**Profile of Sara Jane Peck**

**Sara Jane Peck, Chief Executive Officer and President**

Ms. Peck has been the Chief Executive Officer and President of Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston since its inception in February 1997. Ms. Peck is responsible for the strategic direction of the Company, negotiating contracts with underlying carriers and other vendors, evaluating and implementing market and service strategies, establishing the sales and customer service policies and promoting the financial health of the Company.

Prior to the inception of Nationwide Wireless Communications, Inc. d/b/a Wireless Depot of Boston, Ms. Peck was the President of SIP Communications, Inc. As President of SIP Communications, Inc., Ms. Peck was responsible for the entire operations of the Company. Prior to joining SIP Communications, Inc., Ms. Peck worked with Zenith Communications and Carrington Financial in various financial related tasks. Ms. Peck received a Bachelors degree from New York University.