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ADMINISTRATION
MAIL ROOM

HARBOR CONSULTING GROUP INC.
REGULATORY CONSULTANTS

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.265.3910
FACSIMILE: 253.265.3912
E-MAIL: hcg@nwlink.com

VIA OVERNIGHT DELIVERY

January 19, 1998

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

490075-TI

RE: ComPlus, L.L.C. - Applications for Original Authority to Provide Interexchange
Telecommunications Services and Pay Telephone Service

Dear Sir or Madam:

Enclosed are an original and six (6) copies of ComPlus, L.L.C.'s Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, and an original and five (5) copies of the Company's Application for Original Authority to Provide Pay Telephone Services within the State of Florida. These applications are filed in accordance with Rules 25-24.471, 25-24.510 and 25-24.511 of the Florida Public Service Commission. Mr. Tom Williams of the Commission staff has advised us that our use of Florida Public Service Commission Form PSC/CMU 31 (12/96) for the interexchange application is acceptable. Filing fees of \$250 for the Interexchange Application and \$100 for the Pay Telephone Services Application are also included.

Pursuant to Rule 25-22.006(5)(a), also enclosed is ComPlus, L.L.C.'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
Kristin Larson Doyle

Enclosures
cc: ComPlus, L.L.C.

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAS for proof of deposit.
Initials of person who forwarded check:
RA

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FPSC-RECORDS/REPORTING

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00812 JAN 21 8
FPSC-RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
ComPlus, L.L.C. for Original Authority)
to Provide Interexchange Telecommunications) No. _____
Services Within the State of Florida)

APPLICATION FOR AUTHORITY

ComPlus, L.L.C. ("Applicant"), pursuant to Rule 25-24.471 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 and 2. Applicant requests original authority to operate as an interexchange telecommunications company providing a variety of inbound and outbound long-distance telecommunications services within the State of Florida, including "1 plus" and "800" services, as well as prepaid and postpaid calling card services and alternative operator services. 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.

3. Applicant's legal name is ComPlus, L.L.C.

4. Applicant will be doing business as ComPlus, L.L.C. of Texas.

5 and 6. 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.

Applicant's principal business address is:

DOCUMENT NUMBER-DATE

~~00809~~ JAN 21 8

FPSC-RECORDS/REPORTING

2100 N. Highway 360, Suite No. 1904
Grand Prairie, Texas 75050

Telephone: 972.336.0808
Facsimile: 972.602.7477

7. Applicant is a limited liability company formed under the laws of the State of Texas on July 20, 1998. Applicant's Certificate of Organization is submitted as **Exhibit A**.

8. Not applicable.

9. (a) Proof from the Florida Secretary of State that the Applicant has authority to operate in Florida is attached as **Exhibit B**.

(b) The name and address of the Applicant's Florida registered agent are:

NRAI Services, Inc.
526 East Park Avenue
Tallahassee, Florida 32301

(c)(1) 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.

(c)(2) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.

10. (a and c) 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:

Ms. Khristina Fincher
ComPlus, L.L.C.
2100 N. Highway 360, Suite No. 1904
Grand Prairie, Texas 75050

Telephone: 972.336.0808
Facsimile: 972.602.7477

(d) Customer complaints/inquiries should be directed to Applicant's customer service department at 800.501.5015.

11. (a through f) Applicant currently is not authorized to operate as an interexchange carrier in any state. However, Applicant plans to seek operating authority in several states and has an application pending in Georgia.

12. Applicant will not offer services to other certificated telephone companies.

13. Applicant will market its services through a combination of in-house sales staff, outside sales teams and independent agents. Applicant will not engage in multi-level marketing.

14 and 15. Applicant's sales staff will be compensated as employees, and its independent agents will market Applicant's services for a standard commission.

16. With the exception of prepaid calling card services, all customers will receive bills for Applicant's interexchange services. Applicant's billed customers will be business and residential customers only.

17. (a) Applicant's name will appear on its billing materials.

(b) Applicant will bill customers directly for 800 service and "1+" traffic. All of Applicant's "0+" traffic will be billed through a billing and collections company, with the charges appearing on the customer's local phone company bill. Applicant's billing agent is:

ILD Telecommunications
8401 Datapoint, Suite No. 1000
San Antonio, Texas 78229

18. (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) A summary of Applicant's management experience is attached as **Exhibit D**.

(c) Applicant's technical ability to provide service is entirely dependent on that of its underlying carriers, MCI Worldcom, Sprint, and AT&T.

19. Applicant's proposed tariff is attached hereto as **Exhibit E**.

20. Applicant is a value-added, non-facilities-based provider of resold MTS interexchange telecommunications services. Applicant proposes to provide resold inbound and outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida, including "1 plus" and "800" services, as well as prepaid and postpaid calling card services.

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. Applicant will offer directory assistance for the exclusive use of its customers, as well as alternative operator services. 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

se. vice functions.

Applicant seeks to provide long-distance services at rates that are competitive with those of other interexchange 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 E**.

21. For "1 plus" long distance services, customers dial "1" plus the number to be called in order to complete a call. In the case of "800" services, the caller simply dials the customer's assigned toll-free number. For calling card services, the caller dials a toll-free number followed by the number to be called and the appropriate personal identification number.

22. 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) innovative telecommunications services,
- (c) increased consumer choice in telecommunications service and alternative billing options;
- (d) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (e) an additional tax revenue source for the State of Florida.

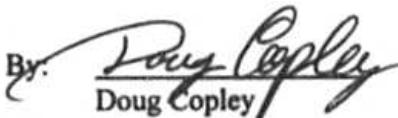
In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

Applicant will comply with all the rules and regulations of the Commission and will respond to any Commission request for further information or evidence regarding Applicant's proposed services.

WHEREFORE, ComPlus, L.L.C. 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.

Respectfully submitted this 8th day of December, 1998.

ComPlus, L.L.C.

By: 

Doug Copley
Vice President
2100 N. Highway 360, Suite No. 1904
Grand Prairie, Texas 75050

Telephone: 972.336.0808
Facsimile: 972.602.7477

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.
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 telephone service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application 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."

Respectfully submitted this 8th day of December, 1998.

ComPlus, L.L.C.

By:


Doug Copley

Vice President

2100 N. Highway 360, Suite No. 1904
Grand Prairie, Texas 75050

Telephone: 972.336.0808

Facsimile: 972.602.7477

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
ComPlus, L.L.C. for Original Authority)
to Provide Interexchange Telecommunications) No. _____
Services Within the State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A	CERTIFICATE OF ORGANIZATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	PROPOSED TARIFF
APPENDIX A	CERTIFICATE TRANSFER STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	INTRASTATE NETWORK
APPENDIX D	FLORIDA TELEPHONE EXCHANGES

EXHIBIT A

CERTIFICATE OF ORGANIZATION
(Attached)



The State of Texas

SECRETARY OF STATE

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TALLAHASSEE FLORIDA

IT IS HEREBY CERTIFIED that
Articles of Organization of

COMPLUS, L.L.C.
File No. 7039316-22

were filed in this office and a certificate of organization was issued to this limited liability company, and no certificate of dissolution is in effect and the company is currently in existence.



IN TESTIMONY WHEREOF, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in the City of Austin, on November 6, 1998.

Alberto R. Gonzales
Secretary of State

~~RAM~~

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

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

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT
BUSINESS IN THE STATE OF FLORIDA:

1. ComPlus, L.L.C. which will do business in Florida as ComPlus, L.L.C. of Texas
(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. Texas 3. 75-277358
(Jurisdiction under the law of which foreign limited liability company is organized) (FEI number, if applicable)

4. 07/20/98 5. 30 years
(Date of Organization) (Duration: Year limited liability company will
cease to exist or "perpetual")

6. Upon registration
(Date first transacted business in Florida (See sections 608.501, 608.502, and 817.155, F.S.))

7. 2100 North Highway 360, Suite 1904
Grand Prairie, TX 75050
(Street address of principal office)

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TALLAHASSEE, FLORIDA

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>Doug Copley</u>	<u>Mgr.</u>	<u>Vicki Copley</u>	Mem.
<u>2100 N. Hwy. 360, #1904</u>		<u>2100 N. Hwy. 360, #1904</u>	
<u>Grand Prairie, TX 75050</u>		<u>Grand Prairie, TX 75050</u>	
<u>Marko Mendez</u>	<u>Mgr.</u>	<u>Judy Mendez</u>	Mem.
<u>2100 N. Hwy. 360, #1904</u>		<u>2100 N. Hwy. 360, #1904</u>	
<u>Grand Prairie, TX 75050</u>		<u>Grand Prairie, TX 75050</u>	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**AFFIDAVIT OF MEMBERSHIP AND CONTRIBUTIONS OF FOREIGN
LIMITED LIABILITY COMPANY**

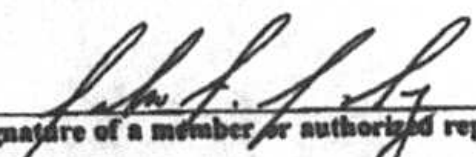
The undersigned member or authorized representative of a member of ComPlus, LLC, which will
do business in Florida as ComPlus, L.L.C. of Texas _____ deposes and says:

- 1) the above named limited liability company has at least two members.
- 2) the total amount of cash contributed by the member(s) is \$ 1,000.00
- 3) if any, the agreed value of property other than cash contributed by member(s) is
\$ 0.00 A description of the property is attached and made a part hereto.
- 4) the total amount of cash or property anticipated to be contributed by member(s) is
\$ 1,000.00 This total includes amounts from 2 and 3 above.

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Signature of a member or authorized representative of a member.

(In accordance with section 608.408(3), Florida Statutes, the execution of
this affidavit constitutes an affidavit under the penalties of perjury that
the facts stated herein are true.)

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

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT IN DESIGNATING THE REGISTERED OFFICE/REGISTERED AGENT, IN THE STATE OF FLORIDA

1. The name of the limited liability company is:

ComPlus, LLC, which will do business in Florida as ComPlus, L.L.C. of Texas

2. The name and address of the registered agent and office is

NRAI Services, Inc.

(Name)

526 E. Park Avenue

(P.O. Box or Mail Drop Box **NOT** ACCEPTABLE)

Tallahassee, FL 32301

(City/State/Zip)

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TALLAHASSEE FL 32301

Having been named as registered agent and to accept service of process for the above stated limited liability company 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.

Tina Jelard

Tina Jelard (Signature) Assistant Secretary
for NRAI Services, Inc.

11-13-98

(Date)

Filing Fee: \$35 for Designation of Registered Agent

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.

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)

Doug Copley

Mr. Copley currently serves as Vice President of Sales and Marketing for ComPlus. Doug Copley has been in the telecommunications industry for sixteen years. Mr. Copley acquired his telecommunications expertise while in the military. Doug's experience includes voice, teletype, secure modes of communications, radio and microwave signaling. Doug has held various positions in the industry including Independent Agent, Sales Executive, Vice President of Sales, Correctional Product Manager and General Manager. Mr. Copley has worked with all types and sizes of correctional facilities that include city, county, state, federal, and private institutions. The last four years he has been supporting and managing national sales staff as the National Sales Director for one of the largest correctional phone service providers.

Marko Mendez

Mr. Mendez currently serves as the Vice President of Operations for ComPlus. Marko Mendez has been in telecommunications for eleven years. His experience includes Shared Tenant Service, Commercial Communications Resale, Government Communications Contract Management, and Correctional Phone Service Provider. Mr. Mendez has worked in the inmate phone industry as an Independent Agent, Major Account Manager, Director of Communications, Correctional Facilities Manager, and Special Projects Manager of Operations. Mr. Mendez has worked with correctional facilities of varying sizes, including city, county, state, federal, and private correctional institutions. Mr. Mendez is familiar with the industry call processing equipment, local and long distance provisioners, circuit allocation, and network configurations. Mr. Mendez had been working as Operations Manager for one of the largest United States based Correctional Phone Service Providers.

TELECOMMUNICATIONS TARIFF

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by ComPlus, L.L.C. of Texas 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: 2100 North Highway 360, No. 1904, Grand Prairie, Texas 75050.

Issued: January 21, 1999
Issued By:

Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

Effective Date:

CHECK SHEET

The Title Sheet and Sheets 1 through 34 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	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued: January 21, 1999

Effective Date:

Issued By:

Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

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<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	Title
Check Sheet	1
Table of Contents	2
Explanation of Symbols	3
Tariff Format	4
Section	
1. Technical Terms and Abbreviations	5
2. Rules and Regulations	7
3. Description of Service	19
4. Rates	25
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Issued: January 21, 1999

Effective Date:

Issued By:

Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

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**

Issued: January 21, 1999

Effective Date:

Issued By:

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Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

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: January 21, 1999

Effective Date:

Issued By:

Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

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:

ComPlus, L.L.C. of Texas

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: January 21, 1999

Effective Date:

Issued By:

Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

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: January 21, 1999

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Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

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

- 2.1.1. Company's services are furnished for telecommunications originating and/or 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 provider of resold interexchange telecommunications to Customers for the 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: January 21, 1999

Effective Date:

Issued By:

Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

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 a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

Issued: January 21, 1999

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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 for damages 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. For the purpose of computing such amount, a month is considered to have thirty (30) days. 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.

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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.

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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 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.

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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.

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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 on not less than thirty (30) days' written notice, unless Commission rules specify otherwise.

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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 (30) days after the date of posting are subject to a late payment charge for the unpaid balance, and may be subject to additional collection agency fees. The Company's late payment charge is listed at Section 4.1.7. of this Tariff.
- 2.9.4. A returned check charge as listed in Section 4.1.8. 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 Company's customer service organization via telephone. Customer service representatives are available from 10:30 AM to 7:59 PM Eastern Time. Messages may be left for Customer Services from 8:00 PM to 10:29 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING, Continued

2.9.6., 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 notice to Company at any time.
- 2.10.2. Customer is responsible for usage charges and associated local exchange company charges, if any, 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.

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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 utility, to the utility's equipment, the public or to employees of the utility; 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.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.11. CANCELLATION BY COMPANY, Continued**

- 2.11.2. Company may discontinue service according to the following conditions upon five (5) days' notice:
- A. For violation of Company's filed tariffs or Commission regulations; 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.
- 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.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.13. DEPOSITS

The Company does not require a deposit from the Customer.

2.14. ADVANCE PAYMENTS

For Customers whom the Company believes 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 Customer's next month's charges, and, if necessary, a new advance payment will be collected for the next month.

2.15. 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.

2.16. 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.

2.17. 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 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.

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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 network. Usage begins when the called party picks up the receiver, i.e. when any two-way communication, often referred to as "conversation time" is possible. When the called party picks up 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 One Plus services is thirty (30) seconds with six (6) second billing increments thereafter. The minimum call duration for switched access 800 services is eighteen (18) seconds with six (6) second billing increments thereafter. The minimum call duration for travel cards and prepaid calling cards is one (1) minute with one (1) minute billing increments thereafter. The minimum call duration for coin sent-paid services is three (3) minutes with one (1) minute 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. CALCULATION OF DISTANCE

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. 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.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. CALCULATION OF DISTANCE, Continued****Formula:**

$$\begin{array}{l} \text{The square} \\ \text{Root of:} \end{array} \quad \frac{\sqrt{(V1-V2)^2 + (H1-H2)^2}}{10}$$

3.3. 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 call 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.

3.4. COMPLUS TELECOMMUNICATIONS SERVICES

3.4.1. The rate for Company's service is based on the following factors:

- A. The monthly billing volume;
- B. The duration of the call; and
- C. The type of service subscribed to, and in some cases
- D. Mileage.

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 Georgia.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.4. COMPLUS TELECOMMUNICATIONS SERVICES, Continued**

- 3.4.3. **800 Service** is a switched or dedicated access service, offering users inbound, toll free "800" number, long distance telecommunications services from points originating and terminating in the State of Georgia. 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.
- 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 Applicant's tariffed rates and appear on the Customer's monthly long-distance bill.
- 3.2.5. **Operator Services** are provided to residential and business customers who presubscribe to this service for intrastate calling. Operator services include the completion of collect, station-to-station, person-to-person, third party billing and credit card calls with the assistance of a Carrier operator. Each completed operator assisted call consists of two charge elements (except as otherwise indicated herein); (i) a fixed operator charge, which will be dependent on the type of billing selected (e.g., calling card, collect or other) and/or the completion restriction selected (e.g., station-to-station or person-to-person); and (ii) a measured usage charge dependent upon the duration, distance and/or time of day of the call.

A. Operator Dialed Surcharge

This surcharge applies to Operator Station and Person-to-Person rated calls when the customer has the capability of dialing all the digits necessary to complete a call, but elects to dial only the appropriate operator code and requests the operator to dial the called station. The surcharge does not apply to:

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SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.2. COMPLUS TELECOMMUNICATIONS SERVICES, Continued****3.2.5. Operator Services, Continued****A. Operator Dialed Surcharge, Continued**

1. Calls where a customer cannot otherwise dial the call due to defective equipment or trouble on the ComPlus network; and
2. Calls in which a Company operator places a call for a calling party who is identified as being handicapped and unable to dial the call because of his/her handicap.

The Operator Dialed Surcharge applies in addition to any other applicable operator charges.

3.2.6. **Prepaid Calling Card Service** is a discretionary, switched-access service available to Customers via a toll-free number from any dual-tone, multi-frequency telephone in the United States. Customers purchase the Company's prepaid calling cards which immediately enables users to place calls from any dual-tone, multi-frequency telephone, at the Company's tariffed rates. The Customer's account is credited for the amount of calling purchased and is debited as the Customer places calls pursuant to the Company's tariffed rates, until the account balance is depleted. Customers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a personal identification number.

3.2.7. **ComPlus Prison Collect with Controls Service** is a ComPlus Long Distance Service that permits inmates to place collect calls originated over the ComPlus resold network from authorized telephone numbers in a prison administration controlled environment. Telephones subscribed for this service may be controlled by the prison administration for one or more of the following: duration of call, call blocking, time of day, number of calls placed per individual, permission restrictions, restriction lists.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. 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.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.4. RATE GROUPS

Rates for some services are based on rate group.

3.4.1. Group A

All switched access residential Customers and switched access business Customers with monthly billing volume of \$0.00 to \$500.00

3.4.2. Group B

All switched access business Customers with monthly billing volume of \$501.00 to \$1,000.00 and dedicated access business Customers with monthly billing volume less than \$5,000.

3.4.3. Group C

All switched access business Customers with monthly billing volume above \$1,000.00 and dedicated access business customers with monthly billing volume over \$5,000.00.

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

Service charges per account are based on the following schedules:

4.1.1. Switched Access Services**A. One Plus Service****1. Residence**

<u>Rate Mileage</u>	<u>Initial 30 seconds</u>	<u>Additional 6 seconds</u>
0-10	\$0.105	\$0.021
11-22	\$0.105	\$0.021
23-55	\$0.105	\$0.021
56-124	\$0.105	\$0.021
125-292	\$0.105	\$0.021

2. Business

<u>Rate Mileage</u>	<u>Initial 30 seconds</u>	<u>Additional 6 seconds</u>
0-10	\$0.1245	\$0.0249
11-22	\$0.1245	\$0.0249
23-55	\$0.1245	\$0.0249
56-124	\$0.1245	\$0.0249

3. Billing and operator surcharges

Station-to-station Customer Dialed Calling Card (calling card)	\$0.75
Operator Station-to-Station (sent paid, collect or bill to third number) and operator dialed credit card calls	\$1.26
Person-to-Person	\$2.98
Operator Station-to-Station or Person-to-Person where operator dials terminating number	\$0.60

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.1. Switched Access Services, Continued****A. One Plus Service, Continued****4. Discounts and applicable rate periods**

Discounts apply equally to the total charges for all messages with fractional amounts rounded down to the lower cent. Discounts do not apply to surcharges.

a. Residence

<u>Time Period</u>	<u>Applicable Discount</u>
Peak Period (7 AM to 6 PM, M-F)	None
Off-Peak Period (6 PM to 7 AM, M-F, SAT-SUN)	40%

b. Business

<u>Time Period</u>	<u>Applicable Discount</u>
Peak Period (7 AM to 6 PM, M-F)	None
Off-Peak Period (6 PM to 7 AM, M-F, SAT-SUN)	25%

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SECTION 4 – RATES, Contined

- 4.1. **SERVICE CHARGES, Continued**
- 4.1.1. Switched Access Services, Continued
- B. 800 Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.0329	\$0.0170
Group B	\$0.0306	\$0.0158
Group C	\$0.0296	\$0.0148

A recurring monthly charge of \$2.00 is billed for each inbound "800" number.

A \$0.35 surcharge will apply to all calls initiated from a pay telephone.

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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.2. Dedicated Access Services**

Dedicated access services are designed for Customers with high traffic volumes, whose traffic volumes justify the additional costs of dedicated access facilities. Customers must experience a minimum of \$3,000.00 of monthly calling to qualify for dedicated access services. Dedicated facilities may be provided by the Customer or through the Company and are billed by the underlying local service provider under its access tariffs.

A. Dedicated Access One Plus Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.0200	\$0.0100
Group B	\$0.0180	\$0.0090
Group C	\$0.0168	\$0.0084

Access coordination fee, if applicable -- \$450.00

Central Office connection fee, if applicable -- \$1,500.00 per exchange.

Entrance facilities charge, if applicable -- \$175.00 per month.

B. Dedicated Access 800 Service

<u>Rate Group</u>	<u>Initial 18 seconds</u>	<u>Additional 6 seconds</u>
Group A	\$0.0200	\$0.0100
Group B	\$0.0180	\$0.0090
Group C	\$0.0168	\$0.0084

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SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.3. Travel (Calling) Card and Alternative Operator Service

1. Calling Card, Operator Assisted, Person-to-Person Calls

<u>Rate Mileage</u>	<u>Initial minute</u>	<u>Each add'l. min.</u>
1-10	\$0.2490	\$0.2490
11-55	\$0.2490	\$0.2490
56-124	\$0.2490	\$0.2490
125-292	\$0.2490	\$0.2490

A \$0.35 surcharge will apply to all calls initiated from a pay telephone.

2. Coin Sent-Paid Calls

<u>Rate Mileage</u>	<u>Initial 3 min.</u>	<u>Each add'l min.</u>
1-10	\$0.7470	\$0.2490
11-55	\$0.7470	\$0.2490
56-124	\$0.7470	\$0.2490
125-292	\$0.7470	\$0.2490

A \$0.35 surcharge will apply to all calls initiated from a pay telephone.

3. Applicable Discounts

<u>Time Period</u>	<u>Applicable Discount</u>
Peak Period (7 AM to 7 PM; M-F)	None
Off-Peak Period (7 PM to 7 AM, M-F; SAT-SUN)	25%

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Effective Date:

Issued By:

Doug Copley
Vice President of Sales and Marketing
2100 North Highway 360, No. 1904
Grand Prairie, Texas 75050

SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.5. ComPlus Prison Collect with Controls Service**

Prison Collect with Controls Service includes Operator Station Collect or Person-to-Person Collect calls placed to locations within the State of Florida. Prison Collect with Controls Service calls cannot be converted from a Collect call to a Calling Card call by the billed party.

A. Operator Station Collect

Per minute rate	\$0.25
Surcharge per call	\$1.00
Set Use Fee	\$0.25

B. Person-to-Person Collect

Per minute rate	\$0.25
Surcharge per call	\$1.00
Set Use Fee	\$0.25

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2100 North Highway 360, No. 1904
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SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.8. Directory Assistance**

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing "1", the area code of the desired number and "555-1212".

Directory Assistance, per call \$0.85

4.1.9. 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.

4.1.8. 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.

4.1.9. 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. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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Grand Prairie, Texas 75050

SECTION 4 – RATES, Continued

4.2. SPECIAL RATES FOR THE HANDICAPPED

4.2.1. 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.

4.2.2. 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.

4.2.3. 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.

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Grand Prairie, Texas 75050

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2100 North Highway 360, No. 1904
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APPENDIX A

CERTIFICATE TRANSFER 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 8th day of December, 1998.

ComPlus, L.L.C.

By: 

Doug Copley

Vice President

2100 N. Highway 360, Suite No. 1904

Grand Prairie, Texas 75050

Telephone: 972.336.0808

Facsimile: 972.602.7474

APPENDIX C

INTRASTATE NETWORK
(Attached)

INTRASTATE NETWORK

1. - 3.

Applicant owns no network transmission facilities or switching equipment. Technical services are provided by Applicant's underlying carriers.

4. ORIGINATING SERVICE

Applicant's subscribers may originate calls from any dual tone, multi-frequency telephone in the State of Florida.

5. TRAFFIC RESTRICTIONS

Applicant does not hold itself out to provide intraEAEA service. Applicant offers resold MTS service. Any incidental intraEAEA call would, therefore, be provided over Applicant's underlying carriers' resold MTS facilities, authorized under 25-24.471, Application for Certificate (4)(a) of the Florida Public Service Commission Rules. IntraEAEA calls should, however, be routed via the local exchange carrier.

6. CURRENT FLORIDA INTRASTATE SERVICES

Applicant has not previously provided intrastate telecommunications in Florida.

Respectfully submitted this 8th day of December 1998.

ComPlus, L.L.C.

By:



Doug Copley
Vice President

2100 N. Highway 360, Suite No. 1904
Grand Prairie, Texas 75050

Telephone: 972.336.0808

Facsimile: 972.602.7474

APPENDIX D

FLORIDA TELEPHONE EXCHANGES
(Attached)

FLORIDA TELEPHONE EXCHANGES

Applicant will provide service from any dual tone, multi-frequency telephone in the State of Florida. (Please see response to **Exhibit E**, above.)

Respectfully submitted this 8th day of December, 1998.

ComPlus, L.L.C.

By: 

Doug Copley

Vice President

2100 N. Highway 360, Suite No. 1904

Grand Prairie, Texas 75050

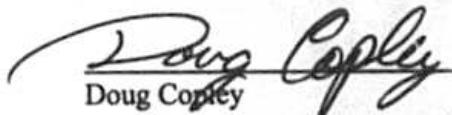
Telephone: 972.336.0808

Facsimile: 972.602.7474

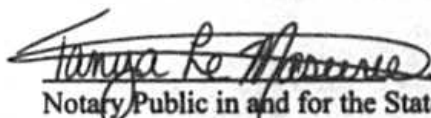
VERIFICATION OF FINANCIAL STATEMENTS

STATE OF TEXAS)
) ss.
COUNTY OF DALLAS)

I, Doug Copley, being first duly sworn and deposed, state that I am Vice President of Sales and Marketing of ComPlus, L.L.C., 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.


Doug Copley

Subscribed and sworn to before me this 7th day of December 1998.


Notary Public in and for the State of Texas,

residing at: _____

1909 Parkdale Ct.

Pantego, TX 76013



My Commission Expires 12-16-2000