# TELECOM TARIFF CONSULTANTS, INC.

P.O. Box 14062 Ft. Lauderdale, FL 33302

Tel: (305) 764-5093 **F** Fax: (305) 764-5833

April 30, 1996

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

Re: Application of Complete Communications, Inc.

960562-TI

Sir/Madam:

Enclosed please find one original and twelve (12) copies of the application, required exhibits and tariff on behalf of the above referenced applicant.

Complete Communications, Inc. is a long distance reseller with a marketing plan specific to flat rate long distance products to business customers only. CCI seeks a Certificate of Public Convenience and Necessity through this Commission to operate throughout the State of Florida.

For purposes of verification of receipt, please date stamp the copy of this letter enclosed herewith and return in the SASE.

Any questions or requests for additional information may be directed to the undersigned regulatory consultant representing this applicant.

Thank you.

Respectfully,

Cynthia D. Kott

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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:

DOCUMENT TOMBER - DATE

04983 MAY-38

FPSC-RECORDS/REPORTING

CDK:tk encl.

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

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION
101 E. Gaines Street
Fletcher Building
Tallahassee, Florida 32399-0866

## APPLICATION FORM

for

AUTHORITY TO PROVIDE INTEREXCHANGE 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 Evaluations 101 East Gaines Street Tallahassee, Florida 32399-0866 (904) 488-1280

E. Once completed, submit the original and twelve (12) copies of this form to:

> Florida Public Service Commission Division of Records and Reporting 101 East Gaines Street Tallahassee, Florida 32399-0870 (904) 488-8371

FORM PSC/CMU 31 (10/90)
Required by Commission Rule Nos. 25-24.471,
25-24.473 & 25-24.480(2)
(0415C

DOCUMENT RUMBER - DATE

1.	This is an application for (check one): (x) Original Authority (New company). ( ) Approval of Transfer (To another certificated company). ( ) Approval of Assignment of existing certificate (To a noncertificated company).
2.	The legal name of the applicant:
	Complete Communications, Inc.
3.	Name under which the applicant will do business: Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.
	Complete Communications, Inc.
4.	Florida address (including street name & number, post office box, city, state and zip code).
5.	National address (including street name & number, post office box, city, state and zip code).
	One Hook Road Sharon Hill, PA 19079
6.	Structure of organization; ( ) Individual XXX Corporation ( ) Foreign Corporation ( ) Foreign Partnership ( ) General Partnership ( ) Limited Partnership ( ) Other,

 If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners. Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

Not Applicable

8. If incorporated, give name, titles and addresses of the directors, chief officers and ten largest stockholders.

See Attached

- 9. If incorporated, please give:
  - (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida. See attached
  - (b) Name and address of the company's Florida registered agent.
- 10. Information as to whether any of the officers or directors have been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

No

- Indicate if any of the officers, directors, partners or stockholders have previously been and/or currently are an officer, director, partner or stockholder in any other Florida certificated telephone company.
  - (a) If yes, give name of company and relationship.
  - (b) If no longer associated with company, give reason why not.

#### 12. 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.
   Maryland, New York, Washington
- 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 company or other telecommunications entity, and the circumstances involved.
  None
- 13. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):
  - (a) The application: Cynthia D. Kott
    TTC, Inc.
    PO Box 14062, Ft. Lauderdale, F1 33302
    954-764-5093
  - (b) Offical Point of Contact for the ongoing operations of the company:

    Philip Wönrich
    Corporate Office, Sharon Hill, PA
    610-237-2066
  - (c) Tariff: Cynthia D. Kott
  - (d) Complaints/Inquiries from customers:

Tad Okarma 800-400-9549

14.	The applicant will provide the following interexchange carrier services (Check all that apply):
	MTS with route specific rates per minute Method of access is FGA Method of access is FGD Method of access is 800
	MTS with statewide flat rates per minute (i.e. not distance sensitive)  Method of access is FGA  XX Method of access is FGB  Method of access is FGD  Method of access is 800
	MTS for pay telephone service providers
	Block-of-time calling plan (Reach out Florida, Ring America, etc.)
	_x 800 Service (Toll free)
	MATS type service (Bulk or volume discount)  Method of access is via dedicated facilities  XX Method of access is via switched facilities

	Private Line services (Channel Services) (For ex. 1.544 mbs., DS-3, etc.)
	Travel Service Method of access is 950 Method of access is 800
	900 service
	Operator ServicesAvailable to presubscribed customersAvailable to non presubscribed customers (for example to patrons of hotels, students in Universities, patients in hospitalsAvailable to inmates
	Services included are:  Station assistance Person to Person assistance Directory assistance Operator verify and interrupt Conference Calling
	Other:
15.	What does the end user dial for each of the interexchange carrier services that were checked in question 14?  The end user will dial one plus the number from his business line.
16.	What services will the applicant offer to other certificated telephone companies:  None
	<ul> <li>( ) Facilities.</li> <li>( ) Operators.</li> <li>( ) Billing and Collection.</li> <li>( ) Sales.</li> <li>( ) Maintenance.</li> <li>( ) Other:</li> </ul>

17.		ns?
18.	type of franchise, etc. Complete Communicati	ions, Inc. will pay competitive commissions ependent representative of their one plus
19.	10g 전 10g	lls for your service (Check all that
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20.	service.	ress of the firm who will bill for your

Complete Communications, Inc. intends to generate its own bill with LEC Agreements and is currently looking into a future relationship with OAN or ZPDI to act as its billing agency.

21. Will the name of your company appear on the bill for your services, and if not, why?

Yes.

22. Who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

The billed party will contact the 800 customer service number at Complete Communications, Inc.

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

See attached

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

- 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.
- GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all 2. intra and interstate business.
- SALES TAX: I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- LEC BYPASS RESTRICTIONS: I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
- 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.

ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this applica Rion and associated attachments.

ND A MIRRA

me and signature of owner or

95%

ESIDENT

#### ATTACHMENTS:

A - CERTIFICATE TRANSFER STATEMENT

B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

C - INTRASTATE NETWORK

D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

E - GLOSSARY

FORM PSC/CMU 31 (10/90)

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

# CERTIFICATE TRANSFER STATEMENT

I, (TYPED NAME)	•
current holder of certificate number application and join in the petitioner	's request.
	Signature of owner or chief officer of the certificate holder
	Title
	Date

### \*\*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):

- 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.)

AYMOND A MIRRA

Typed name and signature of Owner

thes ident

4/12/96

FORM PSC/CMU 31 (10/90)

94%

P.05

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

# INTRASTATE NETWORK

l.	POP: Addresses	where located, a	nd indicate if	owned or leased.
	1)	2)		
	3)	4)		
2.	SWITCHES: Addre		, by type of sw	itch, and indicat
	1)	2)		
	3)	4)		
3.	TRANSMISSION FAC facilities (micr indicate if owne	ILITIES: Pop-to cowave, fiber, co d or leased.	-Pop facilities oper, satellite	by type of , etc.) and
	1) POP-to-POP	TYPE	OWI	<u>NERSHIP</u>
	2)			

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).

See attached Appendix D

- TRAFFIC RESTRICTIONS: Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).
- CURRENT FLORIDA INTRASTATE SERVICES: Applicant has ( ) or has not (cxx) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:
  - a) What services have been provided and when did these services begin?
  - b) If the services are not currently offered, when where they discontinued?

PAYMOND A MIRRA

Typed name and signature of Owner or Chief officer

Title

Y/12/96

FORM PSC/CMU 31 (10/90)

### .. 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).

Typed name and signature of Owner/Chief Officer

PRESIDENT

Title

4/12/96

Form PSC/CHU 31 (10/90)

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# **EXHIBIT A**

# CERTIFICATE OF INCORPORATION COMPLETE COMMUNICATIONS, INC.

The name of this Corporation is:

COMPLETE COMMUNICATIONS, INC.

- Its Registered Office in the State of Delaware is to be located at Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The Registered Agent in charge thereof is: The Corporation Trust Company.
- 3. The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.
- The amount of the total authorized capital stock of this corporation is 1,000 shares common stock, no par.
- 5. The name and mailing address of the incorporator is as follows:

Name: John P. Mohnacs, Esquire One Hook Road Sharon Hill, PA 19079

The name and mailing address of the person who is to serve as the Director until the first annual meeting of the stockholders or until a successor is elected and qualified, is as follows:

Name: Raymond A. Mirra, Jr. One Hook Road Sharon Hill, Pa 19079

- The Corporation is to have perpetual existence.
- 7. No voting stock of the Corporation shall be issued without first offering the holders of the common stock the pre-emptive right to purchase additional cutstanding stock in the same percentage as their holdings of common stock of the Corporation as of the date of such offering.

- 8. A Director or Officer shall not be personally liable to the Corporation or its stockholders for damages for breach of a duty owed to the Corporation or its stockholders unless the Director or Officer engaged in self-dealing, willful misconduct or recklessness.
- The Directors shall have full authority permitted by law to fix by resolution full, limited, multiple or fractional, or no voting rights and such designations, preferences, qualifications, privileges, limitations, restrictions, options, conversion rights and other special or relative rights of, and the number of authorized shares (within the total number of shares of all classes and series authorized by these Articles) of any class or series of any class that may be desired.
- The shareholders of the Corporation shall not have the power to cumulate their votes in elections for Directors of the Corporation.

I. THE UNDERSIGNED, for the purpose of forming a corporation under the laws of the State of Delaware, do make file and record this certificate, and so certify that the facts herein stated are true, and I have accordingly hereunto set my hand this lith day of August, A.D. 1995.

JOHN P. MOHNACS

Incorporator

# **EXHIBIT B**

Complete Communications, inc Bunget Projection For the Year Ending December 31, 1996

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# **EXHIBIT C**

# **Management History**

:

Raymond Mirra, Jr., President HPC America, Inc.

Ray Mirra, Jr. originated HPC America ten years ago with the opening of his first branch in Philadelphia, Pennsylvania. Mr. Mirra's expansion was almost immediate with the opening of additional branches in both New York and New Jersey. Mr. Mirra personally managed these locations and upon satisfaction of these branches becoming self sufficient he focused on becoming operational nationwide. Today, Mr. Mirra has succeeded in establishing 25 branches and 15 health care affiliates in 20 states across the country.

Throughout the past ten years, Mr. Mirra has developed his management skills and instilled his techniques in the management personnel that supports his daily operations. Mr. Mirra's ability to personally oversee the operations of multiple locations has allowed the controlled growth of his business from the inception. Today, HPC America, Inc. is a forty million dollar company.

In the field of communications, Mr. Mirra, along with Mr. Wenrich, The Director of Communications, established a network of nationwide long distance service for HPC's Corporate Headquarters in Philadelphia and all existing branches nationwide. Through this network the branches are capable of efficiently down-loading information on a weekly basis, thus allowing the Corporate Office to maintain a readily accessible form of Quality Control. Mr. Mirra and Mr. Wenrich also incorporated toll-free numbers at each branch designed for patient, doctor and hospital friendly use. This system also provides insurance companies readily access to the branches thus expediting the pre-authorizing of immediate health care therapies. Mr. Mirra's plans for the communications industry is the same growth pattern as HPC America.

Al Frisicco, Marketing Manager Complete Communications, Inc.

Al Frisicco has 7 years of hands on experience in the Cellular Industry. Mr. Frisicco developed a sales plan for the industry that has enabled him to set goals of 100 to 150 activation's per month. He also has an extensive working knowledge of the mobile communications industry which sets him apart from all the others. Mr. Frisicco has a management philosophy similar to Mr. Mirra's and Mr. Wenrich's. He integrates the telemarketing staff with the sales staff and the outcome is a professional team that services the customer long after the sale has been made. Mr. Frisicco also knows that telemarketing can be risky because of the idea of incentives. With this in mind, He developed a marketing strategy that did not endanger the integrity of the company. What came of this was the following:

- 24 hour customer service
- direct communication with the client and extensive follow-up
- · no promises made that can not be kept
- frequent audits of clients files to assure that no documentation is missing that the telemarketer claimed to have had to close the sale
- developed a pay scale that did not emphasize the commission but did emphasize good honest work that is rewarded appropriately

Mr. Frisicco is a vital part of the communication division because of his honesty and good work ethic. In long distance, he is knowledgeable of the various aspects of the business related to cellular and is currently in training to expand his knowledge into commercial long distance service. All records are treated as if the client were a patient of ours and the files are audited regularly for compliance.

Philip Wenrich, Director of Operations Complete Communications, Inc.

Mr. Wenrich started his communications career with HPC America, Inc. in 1985. He was hired to organize the telecommunication needs for the Pennsylvania, New York and New Jersey locations. The original strategy was to set up a direct communication link between the three states for billing information. This quickly lead to the installation of toll-free numbers at all branches. This function provided the insurance companies, doctors and patients a direct line of communication to the main office at no expense of their own. Soon after the integration of the 3 offices, Mr. Wenrich established communication lines for all new HPC offices and their affiliates. With the opening of each new branch, Mr. Wenrich is responsible for oversceing the installation of long distance service, 800 accessibility, modem lines, and phone systems for that particular branch. Mr. Wenrich is knowledgeable on the larger carriers of long distance and all variables that can be put into use for the branches that open.

In the interim between branch openings, Mr. Wenrich oversees the Cystic Fibrosis Division of HPC. Mr. Wenrich has an extensive background in Executive Corporate Management in both the fields of communications and the health care industry.

Mr. Wenrich's most recent endeavor is the opening of the cellular phone division. This new company which is only three months old, is responsible for up to 200 activation's per month.



FLORIDA DEPARTMENT OF STATE Sandra B. Mortham Secretary of State

February 5, 1996

JOSEPH A. TROILO, JR., ESQ. COMPLETE COMMUNICATIONS, INC. 1 HOOK RD SHARON HILL; PA 19079

Qualification documents for COMPLETE COMMUNICATIONS, INC. doing business in Florida as COMPLETE COMMUNICATIONS, INC. DE were filed on February 2, 1996, and assigned document number F96000000581. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (904) 487-6091, the Foreign Qualification/Tax Lien Section.

Doug Dickinson Document Specialist Division of Corporations

Letter Number: 696A00004939

#### TITLE SHEET

## FLORIDA TELECOMMUNICATIONS TARIFF

This tariff applies to the intrastate resale telecommunication services furnished by Complete Communications, Inc. between one or more points in the State of Florida. This tariff is on file with the Public Service Commission of Florida and copies may be inspected, during normal business hours, at the Company's principal place of business, One Hook Road Sharon Hill, Pennsylvania 19079.

ISSUED:	April	,,	1006

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#### CHECK SHEET

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

SHEET	REVISION
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
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18	Original
19	Original
20	Original
21	Original

ISSUED:	April 22 , 1996	EFFICHIVE DATE:

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ISSUED:

April 22 , 1996

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## CONCURRING, CONNECTING OR OTHER PARTICIPATING CARRIERS.

# US Sprint Communications Company, L.P. ("Sprint")

# EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS

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

- ( D ) to signify discontinued rate or regulation.
- ( 1 ) to signify increase
- (M) to signify material transferred from
- (N) to signify new rate or regulation.
- (R) to signify reduction.
- (T) to signify a changed in text but no change in rate or regulation.

## Glossary of Acronyms:

FLPSC	Florida State Public Service Commission.	
CCI	Used throughout this tariff to mean Complete Communications, Inc.	
IXC	A long distance telephone company which carriers calls between LATAs.	
LEC	Local exchange company.	
WATS	Wide Area Telecommunications Service. A special long distance service providing inward dialing from any phone in a specified geographical area, or outward dialing to	

any phone in a specified area from on specific phone.

lecture	April 12 tools	FIGURE DATE:	

ISSUED BY:

#### TARIFF FORMAT

- A. Sheet Numbering Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FLPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FLPSC follows in its tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence There are nine levels of paragraph coding Each level of coding is subservient to its next higher level:

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

D. Check Sheets - When a tariff filing is made with the FLPSC, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new 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 this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages.) The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on file with the FLPSC.

ISSUED: April 22 , 1006

Effective Date:

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## SECTION I - TECHNICAL TERMS AND ABBREVIATIONS

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

#### 2.1 Undertaking of CCI

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

## 2.2 Termination of Service by Customer

2.2.1 Customer may cancel service by providing written or verbal notice to CCl. The Carrier requires such notification in order to protect Customer from unauthorized account transfer, "slamming". If Carrier is not notified accordingly, Carrier may reinstate Customer's account by implementation of its automatic provisioning system. The Company will confirm all cancellations, either verbal or written, in writing within five (5) business days of any cancellation. Additionally, in the event that the Company has found, through its automatic polling system, that Customer is no longer receiving service, Customer may be reinstated as above and written notice of same will be sent to Customer within five (5) business days of such action.

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#### SECTION II - RULES AND REGULATIONS, (CONT'D)

#### 2.3 Obligation of Customer

2.3.1 The customer will assume responsibility for all usage and services billed

#### 2.4 Limitations

- 2.4.1 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.4.2 CCI reserves the right to discontinue or limit service when necessitated, per Florida Commission Rules and with twenty-four hours notice, by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 2.4.3 With the exception of shared tenant services, all facilities and services provided under this tariff are directly or indirectly controlled by CCI and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

## 2.5 Use

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

#### 2.6 Liability of Carrier

2.6.1 Liability of the Carrier for damages arising out of mistakes, omissions, interruptions, delays or errors or defects in the transmission occurring in the course of furnishing service, channels or other facilities and not caused by the negligence of the Customers, 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 or errors or defects in the transmission occur, or as otherwise determined in a court of law. For the purposes of computing such amount a month is considered to have thirty (30) days.

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#### SECTION II - RULES AND REGULATIONS, (CONT'D)

#### 26 Liability of Carrier, (Cont'd)

- 2.6.2 In no event will Carrier be responsible for consequential damages or lost profits suffered by Customer on account of interrupted or unsatisfactory service unless Carrier is found to have been grossly negligent
- 2.6.3 The Carrier is not liable for any act or omission of any other company or companies furnishing a portion of the service. No agents or employees of other carriers shall be deemed to be agents or employees of the Carrier.
- 2.6.4 The Carrier shall not be liable for and the Customer indemnifies and holds the Carrier harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or persons, for any personal injury to, or 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 others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, Act of God, fire, war, civil disturbance, or act of government which is not the direct result of the Carrier's control or negligence.

## 2.7 Responsibilities of the Customer

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

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#### SECTION II - RULES AND REGULATIONS, (COST'D)

#### 2.7 Responsibilities of the Customer. (Cont'd)

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

#### 2.8 Restoration of Service

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

#### 2.9 Discontinuance of Service

- 2.9.1 Without incurring liability CCI may discontinue services to a Customer or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.9.3, under any of the following conditions:
  - 2.9.1.A For nonpayment of any sum due CCI for more than thirty days after issuance of the bill for the amount due.
  - 2.9.1.B For periods of account inactivity in excess of sixty days
  - 2.9.1.C In the event that the Customer supplied false or inaccurate information of a material nature in order to obtain service.
  - 2.9.1.D For violation of any of the provisions of this tariff
  - 2.9.2.E For the use of foul or profane expressions, the impersonation of another with fraudulent intent, or of any other violation of the Communications Act of 1934, as amended, or of the rules and regulations of the Federal Communications Commission.

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#### SECTION II - RULES AND REGULATIONS, (CONT'D)

#### 2.9 Discontinuance of Service, (Cont'd)

- 2.9.1.F For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over CCI's services, or
- 2.9.1.G By reason of any order or decision of a court, business service commission or federal regulatory body or other governing authority prohibiting CCI from furnishing its services.
- 2.9.1.H For the use of telephone service for any other property or purpose than that described in the contract.
- 2.9.2 CCI may discontinue service without notice for any of the following reasons:
  - 2.9.2.A If a Customer or Customer causes or permits any signals or voltages to be transmitted over CCI's network in such a manner as to cause a hazard or to interfere with CCI's service to others.
  - 2.9.2.B If a Customer or user uses CCI's services in a manner to violate the law
- 2.9.3 Procedures for discontinuance of existing service:
  - 2.9.3.A In all other circumstances, CCI will provide the Customer with written notice stating the reason for discontinuance, and will allow the Customer not less than 10 days to remove the cause for discontinuance in cases of non-payment of charges due, the Customer will be allowed at least five days, excluding Sundays and holidays, to make full payment of all undisputed charges, and in no event will service be discontinued on the day preceding any day on which CCI is not prepared to accept payment of the amount due and to reconnect service.

## 2.10 Interruption of Service

2.10.1 Without incurring liability, CCI may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and CCI equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

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#### SECTION 11 - RULES AND REGULATIONS, (CONT'D)

#### 2.10 Interruption of Service, (Cont'd)

- 2.10.2 Service may be discontinued by CCI without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when CCI deems it necessary to take such action to prevent unlawful use of its service. CCI will restore service as soon as it can be provided the customer affected and assign a new authorization code to replace the one that has been deactivated.
- 2.10.3 Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or the failure of channels, equipment or communication systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption of service for which a credit allowance is desired by Customer. Before giving such notice, 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 and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier's-provided automatic dialing equipment are not deemed and interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

## 2.11 Termination by Customer

2.11.1 Customer may cancel service by providing thirty days written notice to CCI

## 2 12 Customer's Liability in the Event of Denial or Disconnection of Service

2 12.1 In the event Customer's service is denied or disconnected by the Carrier for any of the reasons stated in section 2.9, Customer shall be liable for all unpaid charges due and owing to Carrier.

#### 2.13 Reinstitution of Service

2.13.1 If Customer seeks reinstitution of service following disconnection of service by Carrier, Customer shall pay to Carrier prior to the time service is reinstituted (1) all accrued and unpaid charges and (2) a new connection fee

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#### SECTION II - RULES AND REGULATIONS, (Cost'D)

#### 2 14 Restoration of Service

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

#### 2.15 Authorization to Obtain Credit Information

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

#### 2.16 Description of Payment and Billing Periods

- 2.16.1 Charges for services are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis until canceled by the customer in writing on not less than thirty (30) days notice.
- 2.16.2 Billing will be payable upon receipt and past due 15 days after issuance
- 2.16.3 Charges are based on actual usage during a month and will be billed monthly in arrears
- 2.16.4 The Customer is responsible for the payment of ALL charges for services and equipment provided to the Customer. This applies to Customers where the provision of service by Carrier includes the use of authorization (access) codes. The Customer agrees to pay to Carrier ANY cost incurred as a result of ANY DELEGATION OF AUTHORITY resulting in use of his/her authorization code.
- 2.16.5 Where a Customer, e.g. an employer, provides the use of authorization codes to his/her employees, or where the Customer, e.g. a family member, provides the use of authorization codes to his/her family relations or friend, guest, etc. the Customer agrees to pay to Carrier ANY cost incurred as a result of these of the authorization codes.

ISSUED:	April 22., 1996	EHECTIVE DATE

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#### SECTION II - RULES AND REGULATIONS, (CONT'D)

#### 2 17 Deposit

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

#### 2.18 Taxes

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

#### 2.19 Right to Backbill for Improper Use of Carrier's Services

2.19.1 Any person or entity which uses, appropriates or secures the use of services from Carrier, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to Carrier and which use, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of Carrier's services actually made by Customer. In addition, Carrier shall be entitled to recover an amount equal to a late payment fee, as described in Section IV, 4.1.4

#### 2 20 Returned Checks

- 2.20.1 If Company receives a check from a Customer in payment for service rendered or for any other reason of indebtedness and which is returned from the bank due to insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or for any other reason, Company shall apply a service charge after Customer has been forwarded a notice of same five days in advance
- 2.20.2 The charge shall be applied to Customer's monthly billing, in addition to any other charges which may apply under this tariff
- 2.20.3 Payment rendered by check, which is subsequently dishonored shall not constitute payment until such time as repayment is made by valid means.

ISSUED:	April	22	•:	1006

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#### SECTION II - RULES AND REGULATIONS, (COST'D)

#### 2 21 Customer Service

2.21.1 In the event that the customer is experiencing a service problem, the local telephone company will refer the customer to CCI. Questions regarding billing can also be directed to CCI's Customer Service Department in Sharon Hill, Pennsylvania via mail or by dialing their toll free number, (800) 400-9549. Credits to customer accounts will be applied on the next CCI bill.

#### 2.22 Promotional Offerings

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

#### 2.23 Emergency Calls

- 2.23.1 Message toll telephone calls, to governmental emergency service agencies as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers.
  - 2.23.1.A Governmental fire fighting, State Highway Patrol, police and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) twenty-four (24) hour basis, three hundred sixty-five (365) days a year, including holidays.
  - 2.23.1.B An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life and/or property and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.
  - 2.23.1.C Emergency Shortage of facilities: The Carrier reserves the right to limit the length of conversations in times of emergency if a shortage of facilities occurs.

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#### SECTION III - DESCRIPTION OF SERVICES

#### 3.1 General Description of Service

- 3.1.1 For purposes of this tariff, the service provided by CCI is the resale of long distance telecommunications service within the State of Florida and is available to all customers in equal access areas who have established an account(s) with CCI. The service may be accessed on a direct dial, or "Touch One" basis
- 3.1.2 CCI's services are offered to subscribers on a monthly basis.
- 3.1.3 CCI's services are offered to subscribers twenty-four hours a day.
- 3.1.4 All service shall remain in effect for a minimum of thirty days.
- 3.1.5 CCI's underlying carrier in Florida presently is US Sprint Communications Company, L.P. CCI may resell the services of other underlying carriers approved to provide such services by the Florida Public Service Commission

#### 3.2 Service Options

- 3.2.1 CCI Business Service: A one-way multi-point service whereby the user originates and terminates calls via business telephone lines.
- 3.2.2 CCI 800 Service: CCI's 800 Service is available twenty-four hours a day, seven days a week. Service is provided by CCI's underlying carriers. Incoming calls from the CCI network terminate at the Customer premises via business or special access line termination.
- 3.2.3 CCI Travel Card Service: CCI's Travel Card Service provides facilities to complete toll calls between two points when the Customer is away from his or her premises. The Customer will be assigned a unique travel authorization code(s) that authorizes the use of Travel Card Service by that Customer. Customers will receive a Travel Card for use in accessing CCI's carrier services when away from their telephones. The appropriate carrier access number sequence specified on the Customer's CCI Travel Card must be dialed.
- 3.2.4 Directory Assistance: The underlying carrier provides service to CCI to offer directory assistance services which the Customer may access by dialing the area code plus 555-1212. Customer will be billed for such service by CCI, except as stated in this tariff.

ISSUED:	April 22 , 1996	Effictive Date:

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#### SECTION III - DESCRIPTION OF SERVICES, (CONT'D)

#### 3.3 Service Area

3.3.1 The service area of Carrier includes all equal access points in Florida

#### 3.4 Minimum Call Completion Rate

3.4.1 Customers can expect a call completion rate of 98% during peak use periods for all Feature Group D Equal Access 1+ services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

#### 3.5 Timing of Calls

- 3.5.1 Business, Travel and 800 Service: An initial minimum of sixty seconds, rounded up and billed in increments of sixty seconds.
- 3.5.2 Long distance usage charges are based on the actual usage of CCI's network. Usage begins when the called party picks up the receiver. When the called party picks up timing is determined by hardware answer supervision. Chargeable time ends when either party "hangs up" thereby releasing the network connection. CCI does not bill for uncompleted calls.

## 3.6 Method of Computing Charges

3.6.1 Charges for each call are totaled by rate period, and charges for all calls during a billing month are totaled. If the computed charges include a fraction of a cent, the fraction is rounded up to the next whole cent (e.g. \$2.425 would be rounded up to \$2.43).

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ISSUED:	April 22 , 1996	Efficiive Date:

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#### SECTION IV - RATES

#### 4.1 CCI Business Service

4.1.1 Business Service provides facilities to complete toll calls between two points in Florida. Business Service rates are flat-rated and are volume sensitive. The following rates and plans apply: (All zero minus and zero plus traffic will be routed to the LEC)

	System"A"	System "B"	System "C"	System 'D'
FLAT RATE	PER MI	NUTE - INTI	AL AND ADE	ITIONAL
ALL TIMES	\$0.2700	\$0.2500	\$0.2250	\$0.1800

4.1.2. Volume Usage Discounts

CCI Business Service Plan pricing reflects the following volume usage: Discounted pricing systems for customers using:

System "A" - up to \$200.00 per month.

System "B" - between \$200.00-\$499.00 per month

System "C" - between \$500.00 - \$999.00 per month

System "D" - over \$1,000.00 per month

4.1.3 Recurring Charges

Monthly Service Charges:

**Accounting Code Charge** 

\$5.00 per month or \$0.20 per month per validated

code number, whichever is greater.

4.1.4 Non-Recurring Charges

Returned Check:

\$20.00 per incident.

Reconnection Charge:

\$25.00 per incident.

Late Payment:

1.5% per month.

Accounting Code Set-up / Change:

\$20.00.

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

#### 4.1.5 CCI 800 Service

From origination to termination, CCI's Business Service rates apply plus: A monthly \$20.00 exclusive 800 number charge

#### 4.1.6 CCI Travel Card Service

Travel Card Service rates are flat-rated and are volume sensitive. The following plans apply. Travel Card Service provides facilities to complete toll calls between two points when the Customer is away from his/her telephone. From origination to termination, volume discount plans apply as set forth in Section 4.1.2

	Plan "A"	Plan "B"	Plan "C"	Plan "D"	
ALL TIMES	PER MINUTE - INITIAL AND ADDITIONAL				
FLAT RATED	\$0.2900	\$0.2800	\$0.2600	\$0.2200	

## 4.1.7 Directory Assistance

Customers will be billed at \$0.85 each time directory assistance is called.

## 4.1.8 Special Rates for the Handicapped \*

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) or by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDS for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDD's, where applicable, to the following.

## 4.1.8.A 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.

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

### 4.1.8 Special Rates for the Handicapped \*, (Cont'd)

#### 4.1.8.B Directory Assistance Charges for Hearing Impaired

Properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDS for communicating with hearing or speech impaired persons will receive fifty directory assistance calls per month without charge; thereafter, the rate in Section 4.1.7 above applies.

#### 4.1.8.C Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by fifty percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicated that either party is both hearing and visually impaired, the call shall be discounted sixty percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge

\* Discounts do not apply to surcharges or per call add on charges for operator service when the call is placed by a method that would normally incur the surcharge.

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( RESERVED FOR FUTURE USE )

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ISSUED:

April 22 , 1996

Effective Date:

ISSUED BY:

## State of Florida

Commissioners:
SUSAN F. CLARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



DIVISION OF RECORDS & REPORTING BLANCA S. BAYÓ DIRECTOR (904) 413-6770

## Public Service Commission

May 6, 1996

Cynthia D. Kott c/o Telecom Tariff Consultants, Inc. Post Office Box 14062 Ft. Lauderdale, Florida 33302

Re: Docket No. 960562-TI

Dear Ms. Kott:

This will acknowledge receipt of an application for certificate to provide interexchange telecommunications service by Complete Communications, Inc., which was filed in this office on May 3, 1996 and assigned the above-referenced docket number. Appropriate staff members will be advised.

A tentative schedule of events in your docket (referred to as a Case Assignment and Scheduling Record or CASR) should be available, upon request, ten (10) working days after establishment of the docket. You may contact the Records Section at (904) 413-6770 or by fax at (904) 413-7118 to request that a copy of the case schedule be faxed or mailed to you. The schedule of events provides you with an opportunity to anticipate completion stages of work in the docket. These dates are subject to change; therefore, you may wish to call the Records Section periodically to obtain revised schedules for your docket. For firm dates of hearings or other activities, please look to the Commission's official notices and orders. You can also obtain information on your docket by accessing the PSC HomePage on the Internet, at http://www.state.fl.us/psc/.

Sincerely,

Matilda A. Sanders Commission Deputy Clerk

## TELECOM TARIFF CONSULTANTS, INC.

P.O. Box 14062

FT. LAUDERDALE, FL 33302

TEL: (305) 764-5093 PAX: (305) 764-5833



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OFFICIAL TREASURE

MAY 0 3 96

April 30, 1996

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

Application of Complete Communications, Inc.

960562 - 77

Sir/Madam:

Enclosed please find one original and twelve (12) copies of the application, required exhibits and tariff on behalf of the above referenced applicant.

Complete Communications. Inc. is a long distance reseller with a marketing plan specific to flat rate long distance products to business customers only. CCI seeks a Certificate of Public Convenience and Necessity through this Commission to operate throughout the State of Florida.

For purposes of verification of receipt, please date stamp the copy of this letter enclosed herewith and return in the SASE.

Any questions or requests for additional information may be directed to the undersigned regulatory consultant representing this applicant.

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COMPLETE COMMUNICATIONS, INC.

1 HOOK RD SHARON HILL, PA 19079

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FOR

# TELECOM TARIFF CONSULTANTS, INC.

P.O. Box 14062 FT. LAUDERDALE, FL 33302

TEL: (305) 764-5093 T FAX: (305) 764-5833

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DEPOSIT TREAS 2014 1504

April 30, 1996

Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, Florida 32399-0850

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Thank you.

DOCUMENT NUMBER - DATE

04983 HAY-3#

FPSC-RECORDS/REPORTING

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