

NOWALSKY & GOTHARD  
A Professional Limited Liability Company

LEON L. NOWALSKY  
EDWARD P. GOTHARD

Attorneys at Law  
1420 Veterans Memorial Blvd.  
Metairie, Louisiana 70005  
Telephone: (504) 832-1984  
Facsimile: (504) 831-0892

March 9, 2015

*Via Electronic Filing*

Rosemary Chiavetta, Secretary  
Pennsylvania Public Service Commission  
Commonwealth Keystone Building  
2<sup>nd</sup> Floor, Room N201  
Harrisburg, PA 17120

RE: Application for Resale Interexchange Authority  
For First Choice Technology of Louisiana, LLC

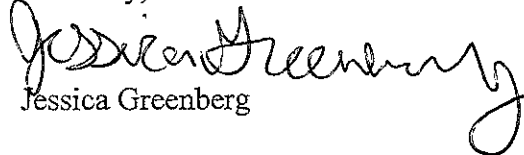
Dear Secretary Chiavetta:

Please find attached for filing the Application for Resold Interexchange Authority on behalf of First Choice Technology of Louisiana, LLC.

Exhibit "C" has been submitted separately under separate cover with a Motion for Protective Order.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

  
Jessica Greenberg

LLN/rph  
Enclosures

cc: Service List

**Application of:**

**First Choice Technology of Louisiana, LLC**

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

1. **IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

**First Choice Technology of Louisiana, LLC**  
**903 Lake Lily Drive, Suite A125**  
**Maitland, FL 32751**  
**Telephone: (407) 629-0950**  
**Fax: (407) 260-1033**

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

**The Applicant has not operated under any other names, and has no predecessor.**

2. **ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

**Leon Nowalsky, Esq.**  
**Nowalsky & Gothard, APLLC**  
**1420 Veterans Blvd.**  
**Metairie, LA 70005**  
**Ph. (504) 832-1984**  
**Fax (504) 831-0892**

3. **CONTACTS:**

A) **APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

**Leon Nowalsky, Esq., Attorney for Applicant**  
**Nowalsky & Gothard, APLLC**  
**1420 Veterans Blvd.**  
**Metairie, LA 70005**  
**Ph. (504) 832-1984**  
**Fax (504) 831-0892**

**B) PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA (Pennsylvania Emergency Management Agency).

**Mark Lammert, CPA C/O Compliance Solutions, Inc.**  
**Regulatory Consultant**  
**740 Florida Central Parkway, Suite 2008**  
**Longwood, FL 32750**  
**Telephone: (407) 260-1011**  
**Fax: (407) 260-1033**

**C) RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

**Primary Contact:**

**Scott Howsare, President**  
**First Choice Technology of Louisiana, LLC**  
**903 Lake Lily Drive, Suite A125**  
**Maitland, FL 32751**  
**Telephone: (407) 629-0950**  
**Fax: (407) 629-5320**

**NAME:**

- The Applicant will not be using a fictitious name.
- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

**5. BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

- The Applicant is a sole proprietor.
- The Applicant is a:
  - General partnership
  - Domestic limited partnership (15 Pa. C.S. §8511)
  - \*Foreign limited partnership (15 Pa. C.S. §8582)
  - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
  - \*Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

**Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.**

The Applicant is a:

- Domestic corporation (15 Pa. C.S. §1306)
- \*Foreign corporation (15 Pa. C.S. §4124)
- Domestic limited liability company (15 Pa. C.S. §8913)
- \*Foreign limited liability company (15 Pa. C.S. §8981)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

**c/o Corporation Service Company  
2704 Commerce Drive  
Harrisburg, PA 17110  
County of Dauphin**

**Attach proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.**

**The Applicant is incorporated in the State of Louisiana. A copy of the foreign qualification and Articles of Incorporation are attached as Exhibit A.**

Give name and address of officers:

**Scott Howsare, President  
First Choice Technology of Louisiana, LLC  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751  
Telephone: (407) 629-0950  
Fax: (407) 629-5320**

**Leon Nowalsky, Esq., Asst. Secretary  
Nowalsky & Gothard, APLLC  
1420 Veterans Blvd.  
Metairie, LA 70005  
Ph. (504) 832-1984  
Fax (504) 831-0892**

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

- The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.
- The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliate has predecessors who have done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:**

The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.

The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates and predecessors (please identify affiliates versus predecessors).

**The Company has no affiliates or predecessors. First Choice Technology, Inc. and First Choice Technology of Louisiana, LLC share some common ownership.**

8. **APPLICANT'S PRESENT OPERATIONS:** (Select and complete the appropriate statement)

The applicant is not presently doing business in Pennsylvania as a public utility.\*

**The Applicant has a customer who initiated service for their business in another state which, upon review, has an 800 number which terminates in Pennsylvania. The revenues are less than \$15.00 per month. We are providing this information in the interest of full disclosure.**

The applicant is presently doing business in Pennsylvania as a:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
  - Facilities-Based
  - UNE-P
  - Data Only
  - Reseller
- Incumbent Local Exchange Carrier.
- Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as:

- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
- Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
- Competitive Local Exchange Carrier:
  - Facilities-based
  - UNE-P
  - Data Only
  - Reseller
- Incumbent Local Exchange Carrier
- Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation. If proposing to operate as a facilities-based Competitive Local Exchange Carrier, provide a brief description of the Company's facilities.

**The Applicant proposes to offer resold long distance services utilizing the services and infrastructure of the underlying carrier. The Applicant will not deploy any of its own facilities for the provision of services.**

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations,

you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

**The Applicant will provide interexchange services statewide.**

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

**The Applicant will market its long distance services to residential and business customers.**

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

**A copy of Applicant's proposed interexchange tariff is attached hereto as Exhibit B.**

14. **FINANCIAL: *Attach the following to the Application:***

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

**The Applicant is an established business providing telecommunication IT services to residential and business companies, and will rely upon revenue generated from these service offerings to sustain ongoing operations.**

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

**The Financial Statements of the Applicant are attached as Exhibit C.**

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

**A tentative operating balance sheet and projected income statement for the first year of operations in Pennsylvania is attached as Exhibit D.**

**Custodian for accounting records and supporting documentation:**

**Scott Howsare, President**  
**First Choice Technology of Louisiana, LLC**  
**903 Lake Lily Drive, Suite A125**  
**Maitland, FL 32751**  
**Telephone: (407) 629-0950**  
**Fax: (407) 629-5320**

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

**None available.**

15. **START DATE:** The Applicant proposes to begin offering services on or about *the granting of provisional authority by the Commission.*
16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

**The Applicant has no planned or contemplated further developments to which the present Application is preliminary of with which it forms a part.**

17. **NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

**Office of Consumer Advocate**  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

**Office of Small Business Advocate**  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

**Office of Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120



***A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.***

**A copy of the Certificate of Service evidencing service upon the proper parties is attached to this Application as Exhibit E.**

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

**The Applicant claims no particular status pursuant to the Federal Telecommunications Act of 1996.**

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

**Neither the Applicant nor any person identified in the Applicant has been convicted of a crime involving fraud or similar activity.**

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

**Yes.**

21. **CESSATION:** The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant:

**First Choice Technology of  
Louisiana, LLC**

By: Scott Howsare

Title: Chief Operating Officer

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

**AFFIDAVIT**

[Commonwealth/State] of LOUISIANA :  
PARISH : ss.  
County of JEFFERSON :

Scott Howsare, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the Chief Operating Officer (Office of Affiant) of First Choice Technology of Louisiana, LLC (Name of Applicant;)

That Affiant is authorized to and does make this affidavit for said corporation;

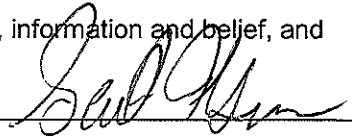
That Scott Howsare, the Applicant herein, acknowledges that [he/she/it] may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996, or with other applicable statutes or regulations;

That Scott Howsare, the Applicant herein, asserts that Affiant] possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

**\*Next paragraph for CLEC Applicants ONLY (excluding data-only CLECS):**

That \_\_\_\_\_, the Applicant herein, asserts that Affiant has contacted the appropriate 911 Coordinator(s) via certified letter, from the list provided from the PUC web site (<http://www.puc.paonline.com>), and that arrangements are under way for the provisioning of emergency 911 service in each of the Counties/Cities where service is to be provided. The applicant certifies Affiant has attached a copy of the 911 Coordinator list indicating each 911 Coordinator contacted.

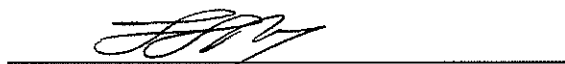
That the facts above set forth are true and correct] to the best of [Affiant knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.



Signature of Affiant

Sworn and subscribed before me this 27th day of February, 2015.  
Month Year

**LEON L. NOWALSKY**  
Notary Public, State of Louisiana  
My Commission is issued for life.  
Notary Number : 4339



Signature of official administering oath

My Commission expires AT DEATH.

23. §1.36 Verification.

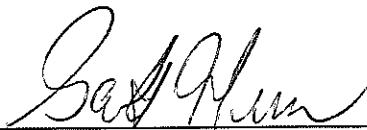
**Verification**

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*I, Scott Howsare, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).*

*1-27-15*

Date



Signature

**Exhibit A**

Articles of Incorporation  
Foreign Qualification

UNITED STATES OF AMERICA  
State of Louisiana



**Jox McKeithen**  
SECRETARY OF STATE

*As Secretary of State, of the State of Louisiana, I do hereby Certify that*  
a copy of the Articles of Organization and Initial Report of

FIRST CHOICE TECHNOLOGY OF LOUISIANA, L.L.C.

Domiciled at METAIRIE, LOUISIANA,

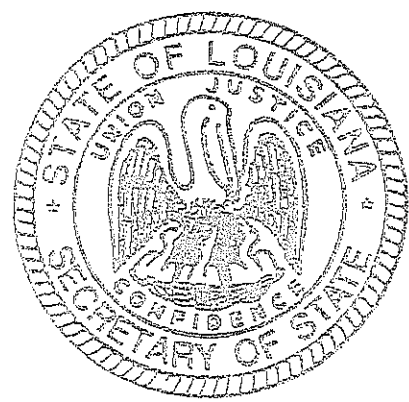
Was filed and recorded in this Office on June 25, 2004,

And all fees having been paid as required by law, the  
limited liability company is authorized to transact business  
in this State, subject to the restrictions imposed by law,  
including the provisions of R.S. Title 12, Chapter 22.

*In testimony whereof, I have hereunto set  
my hand and caused the Seal of my Office  
to be affixed at the City of Baton Rouge on,  
June 25, 2004*

*Jox McKeithen*  
LLA 35730827K

*Secretary of State*



W. Fox McKeithen  
Secretary of State



### ARTICLES OF ORGANIZATION

(R.S. 12:1301)

Domestic Limited Liability Company  
Enclose \$75.00 filing fee  
Make remittance payable to  
Secretary of State  
*Do not send cash*

Return to: Commercial Division  
P. O. Box 94125  
Baton Rouge, LA 70804-9125  
Phone (225) 925-4704  
Web Site: [www.sos.louisiana.gov](http://www.sos.louisiana.gov)

STATE OF LOUISIANA

Check one:  Business  Nonprofit

PARISH/COUNTY OF JEFFERSON

1. The name of this limited liability company is : First Choice Technology of Louisiana, L.L.C.

2. This company is formed for the purpose of: (check one)

Engaging in any lawful activity for which limited liability companies may be formed.

\_\_\_\_\_  
(use for limiting activity)

3. The duration of this limited liability company is : (may be perpetual) perpetual

4. Other provisions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signatures:

Gordon Dumont, Secretary of First Choice Technology, Inc.  
(Manager/Member)

On this 25 day of June, 2004, before me, personally appeared \_\_\_\_\_

Gordon Dumont, to me known to be the person described in and who

executed the foregoing instrument, and acknowledged that he/she executed it as his/her free act and deed.

  
\_\_\_\_\_  
Notary

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF STATE  
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS  
401 NORTH STREET, ROOM 206  
P.O. BOX 8722  
HARRISBURG, PA 17105-8722  
WWW.CORPORATIONS.STATE.PA.US/CORP

First Choice Technology of Louisiana, LLC

THE BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS IS HAPPY TO SEND YOU YOUR FILED DOCUMENT. THE BUREAU IS HERE TO SERVE YOU AND WANTS TO THANK YOU FOR DOING BUSINESS IN PENNSYLVANIA.

IF YOU HAVE ANY QUESTIONS PERTAINING TO THE BUREAU, PLEASE VISIT OUR WEB SITE LOCATED AT WWW.CORPORATIONS.STATE.PA.US/CORP OR PLEASE CALL OUR MAIN INFORMATION TELEPHONE NUMBER (717)787-1057. FOR ADDITIONAL INFORMATION REGARDING BUSINESS AND / OR UCC FILINGS, PLEASE VISIT OUR ONLINE "SEARCHABLE DATABASE" LOCATED ON OUR WEB SITE.

ENTITY NUMBER: 4328687

Greenberg, Jessica  
1420 Veterans Memorial Blvd  
Metairie, LA 70005

PENNSYLVANIA DEPARTMENT OF STATE  
CORPORATION BUREAU

Application for Registration - Foreign  
(15 Pa.C.S.)

- Registered Limited Liability General Partnership (§ 8211)  
 Registered Limited Liability Limited Partnership (§ 8211)  
 Limited Partnership (§ 8582)  
 Limited Liability Company (§ 8981)

Name Jessica Greenberg		
Address 1420 Veterans Memorial Blvd.		
City Metairie,	State Louisiana	Zip Code 70005

Document will be returned to the name and address you enter to the left.

Commonwealth of Pennsylvania  
APPLICATION FOR REGISTRATION 3 Page(s)



Fee: \$250

In compliance with the requirements of the applicable provisions (relating to registration), the undersigned, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company/limited liability partnership/limited partnership in the jurisdiction in which it is formed:  
First Choice Technology of Louisiana, LLC

2. The name under which the limited liability company/limited liability partnership/limited partnership proposes to register and do business in this Commonwealth is:  
First Choice Technology of Louisiana, LLC

3. The name of the jurisdiction under the laws of which it was organized and the date of its formation:  
Jurisdiction: Louisiana Date of Formation: 6/25/2004

4. The (a) address of its initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a) Number and street	City	State	Zip	County
(b) Name of Commercial Registered Office Provider Corporation Service Company				County Dauphin

PA DEPT. OF STATE

FEB 03 2015



5. Check and complete one of the following:

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

Number and street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

903 Lake Lily Drive, Suite A125, Maitland, FL 32751

Number and street City State Zip

6. For Restricted Professional Limited Liability Company Only. Strike out if inapplicable. The company is a restricted professional company organized to render the following professional service(s):

Limited Liability Partnership and Limited Partnership: Complete paragraphs 7 and 8

7. The name and business address of each general partner.

Name Business Address

8. The address of the office at which is kept a list of the names and addresses of the limited partners and their capital contribution is:

Number and street City State Zip County

The registered partnership hereby undertakes to keep those records until its registration to do business in the Commonwealth is canceled or withdrawn.

IN TESTIMONY WHEREOF, the undersigned has caused this Application for Registration to be signed by a duly authorized officer/member or manager thereof this

14th day of January, 2015

FIRST CHOICE TECHNOLOGY OF LOUISIANA, LLC

Name of Partnership/Company

[Signature]

Signature

ASST. SECRETARY

Title

## **Exhibit B**

Proposed Interexchange Services Tariff

---

Interexchange Carrier Reseller

---

First Choice Technology of Louisiana, LLC  
RESELLER INTEREXCHANGE TOLL CARRIER  
Regulations and Schedule of Charges

The Company's tariff is in concurrence with all applicable state and federal laws, including, but not limited to 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1934, as amended, and with the Pennsylvania Public Utility Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded. Copies of this tariff are available for inspection at 903 Lake Lily Drive, Suite A125, Maitland, FL 32751.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

---

**First Choice Technology of Louisiana, LLC**

PA P.U.C. No. 1  
List of Modifications

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Interexchange Carrier Reseller

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LIST OF MODIFICATIONS

This Tariff Supplement No. includes the following revisions/additions:

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

---

Interexchange Carrier Reseller

**CHECK SHEET**

The Title Page and all Pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised Pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>
Title	Original		
List of Modifications	Original		
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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28	Original		
29	Original		
30	Original		

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

Interexchange Carrier Reseller

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**TABLE OF CONTENTS**

Check Sheet ..... 01

Table of Contents ..... 02

Application of Tariff ..... 03

Participating Carriers and Billing Agent ..... 04

Symbols ..... 05

Tariff Format ..... 06

Section 1: Definitions ..... 07

Section 2: Rules and Regulations ..... 9

Section 3: Description of Service ..... 24

Section 4: Rates and Charges ..... 29

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

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Interexchange Carrier Reseller

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**APPLICATION OF TARIFF**

This tariff contains the description, regulations, and rates applicable to the furnishing of resold intrastate interexchange telecommunications service provided by **First Choice Technology of Louisiana, LLC** to business and residential customers within the Commonwealth of Pennsylvania.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

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Interexchange Carrier Reseller

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS  
AND BILLING AGENT**

1. Concurring Carriers - Applicant does not use any concurring carriers.
2. Connecting Carrier - Applicant's connecting carriers will be Verizon Pennsylvania.
3. Other Participating Carriers - Applicant has no other participating carriers.
4. Billing Agent - None.

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751



---

Interexchange Carrier Reseller

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**EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS**

A. Symbols:

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

- D - To signify decreased rate
- I - To signify increased rate
- C - To signify all other changes

B. Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

PBX - Private Branch Exchange

V&H - Vertical and Horizontal

---

**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

---

Interexchange Carrier Reseller

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
  
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
  
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  
- 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 out if a particular sheet is the most current sheet on file with the Commission.

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**SECTION 1 - DEFINITIONS**

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Carrier - First Choice Technology of Louisiana, LLC. unless specifically stated otherwise.

Company - First Choice Technology of Louisiana, LLC., also referred to as "Carrier."

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

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**SECTION 1 - DEFINITIONS**

1.1 Definitions: (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Message - A completed telephone call by a customer or user.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Amounts billed to customers for regulated services.

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Description of Service

- 2.1.1. The Company provides long distance interexchange telephone service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis, unless otherwise stated in this tariff and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

- 2.1.2. Custom or Enhanced Service Offering: At this time, the Company does not offer any enhanced services, but reserves the right to provide these services at a later date.

2.2 Service Availability

- 2.2.1 The Company offers service to customers consistent with the provisions of this tariff. Customer interested in the Company's services shall file a service application with the Company which fully identifies the customer and the services requested.

- 2.2.2 Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.2 Service Availability (continued)

2.2.3 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.4 Title to any equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Nonrecurring Charges

2.3.1 Customers will receive a monthly invoice setting forth the amount of usage and amount owed for such usage. Usage charges are determined by the length of calls and the time of day such calls, unless service is specifically provided on a flat rate basis. Customer is responsible for payment of invoices within 20 days after the bill is mailed by the Company to the customer.

2.3.2 Customers are responsible for any interconnection charges associated with interconnecting the company's premises to the local exchange carrier.

2.3.3 Customers will be billed and are responsible for payment of all applicable federal, state and local taxes assessed in conjunction with services used.

2.3.4 The Company reserves the right to examine the credit record of service applicants and to require a service deposit when determined necessary to assure future payment. Security Deposits required will not exceed more than two (2) months estimated usage as computed by the Company and will in all respects be consisted with Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.4 Billing Disputes

2.4.1 Billing disputes shall be processed by the Company or its billing agent(s) in accordance with Commission rules.

2.4.2 Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120; Phone 1-800-692-7380; Fax (717) 787-6641.

2.5 Use of Service

Service may not be used for any unlawful purposes. Service is provided on a monthly (30 day) basis, unless otherwise stated in a service agreement.

2.6 Limitation of Liability

2.6.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure or furnish the services, whether caused by acts of omission, shall be limited to the extension of allowances of interruptions as set forth in this tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sold liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, or acts or omissions or negligence of the Company's employees or agents.

A. Liability for interruptions will be limited to credits as outlined in Section 2.6.

2.6.2 The Company shall not be liable for any delay or failure or performance due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, directions, action, or request of the United States Government, or of any government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, Commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections, riots, wars, unavailability of rights-of-way or materials; or strikes; lock-outs, work stoppages, or other labor difficulties.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.6 Liability of the Company (Cont'd)

- 2.6.3 The Company shall not be liable for any act of omission of any entity furnishing to the Company for the services the Company offers.
- 2.6.4 The Company shall not be liable for any damages or losses due to the fault of negligence of the Customer or due to the failure or malfunction of Customer.
- 2.6.5 The Company is not liable for any claims for loss or damages involving:
  - A. Breach in the privacy or security of communications transmitted by the Company.
  - B. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act of omission of the Customer.
  - C. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this tariff.
  - D. Any noncompletion of calls due to network busy conditions.
- 2.6.6 The Liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed, or in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.6 Liability of the Company (Cont'd)

2.6.7 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed actual sums paid to the Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.6.8 Disclaimer

The Company will have no liability whatsoever to Customer, its employees, agents, subcontractors, or assignees, or to any other person for (I) damages arising out of any Underlying Carriers' or Other Providers' Performance Failure, (ii) any act or omission of any third party furnishing equipment, facilities or service to any Subscriber in connection with this Tariff or with the Services, or (iii) any other act or omission of any Other Provider, Subscriber or third party related to the use or provision of Services hereunder.

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service

2.7.1. Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.7.2. Restoration of Service

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

A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.2. Restoration of Service (continued)

B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.7.3. TSP Request Process

2.7.3.A Restoration

1. To request a TSP restoration priority assignment, a prospective TSP user must:
  - (a) National Security Leadership
  - (b) National Security Posture and U.S. Population Attack Warning
  - (c) Public Health, Safety, and Maintenance of Law and Order
  - (d) Public Welfare and Maintenance of National Economic Posture
2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.

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5. Submit the SF 315 to the OPT.

**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.3.A Restoration (continued)

6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

2.7.3.B Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. Verify that the Company cannot meet the service due date without a TSP assignment.
3. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.7.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end user's TSP Authorization Code(s).

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- C. Accept TSP services by the service due dates.

**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.4 Responsibilities of the End-User

- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility

2.8.1 All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - 1. The negligence or willful act of the customer or user.
  - 2. Improper use of service.
  - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility (continued):

2.8.2 Maintenance, Testing, and Adjustment

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

2.8.3 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
  - 1. Interruptions of service resulting from Carrier performing routine maintenance;
  - 2. Interruptions of service for implementation of a customer order for a change in the service;
  - 3. Interruption caused by the negligence of the customer or his authorized user;
  - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility (continued)

2.8.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

2.8.5 Payment and Charges for Services

Service is provided on a monthly basis as follows:

- A. Payment is due within 20 days after the bill is mailed by the Company to the customer. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- B. Service may be disconnected in accordance with Commission rules for nonpayment of an invoice by its due date. See Section 2.9.3 below.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month and will be billed monthly in arrears.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility (continued):

2.8.5 Payment and Charges for Services (continued):

- E. 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.
- F. Customers will be charged a late payment penalty in the amount of 1.25% of unpaid principal amount or the highest rate allowed by state law.
- G. Customers will be charged a \$25.00 fee on all checks returned to the Company by the issuing institution.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.9 Carrier Responsibility

2.9.1 Calculation of Credit Allowance

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.9.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.9 Customer Responsibility (continued):

2.9.3 Disconnection of Service by Carrier

Carrier may suspend service after seven (7) days written notice for any of the reasons listed below. Service may be terminated when 10 days have passed since the suspension and the original grounds for suspension have not been remedied.

- A. Non-payment of any sum due to Carrier for service for more than twenty (20) days from the date of mailing the invoice from the carrier to the customer except for disputes covered in Section 2.8.5.C;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Reserved for future use.
- F. Service may be discontinued without notice in the event customer uses equipment in such a manner as to adversely affect Carrier's equipment or service to others.

2.9.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That number is divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

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**SECTION 3 - DESCRIPTION OF SERVICE**

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up. In the event the called station "hangs up" but the calling station does not, chargeable time may end when the connection is released by automatic timing equipment within the telecommunications network.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is provided to the customer. The end of service date is the last day or any portion thereof that service is provided by the Company after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with 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 systems with the Carrier's. The customer shall secure all necessary licenses, permits and/or right-of-ways.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 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 and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula: 
$$\frac{\sqrt{(V1 - V2)^2 + (H1 - H2)^2}}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

3.8 Service Offerings

The Company will provide the following services:

3.8.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.8.2 Inbound Service (8XX)

Inbound Service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The inbound services telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to Inbound Service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

3.8 Service Offerings (continued):

3.8.3 Travel Card Service

Allows subscribers to gain access to the network via a toll free telephone number and personal identification number (PIN) issued by the Company.

3.8.4 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

3.8.5 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

3.8.6 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

3.8.7 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted 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 will be discounted 60 percent off 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 or surcharges.

3.8.8 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

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Interexchange Carrier Reseller

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

3.8 Service Offerings (continued)

3.8.9 Early Termination for Business Customers

Business customers will be responsible for 100% of all loop charges for the entirety of the contract period. Customer will also be responsible for 100% of any Commitment amount or Minimum Usage.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

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Interexchange Carrier Reseller

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**SECTION 4 - RATES AND CHARGES**

4.1 Outbound 1+ Service

\$0.07 per minute.  
Billed in whole minute increments.

4.2 Inbound 8XX Service

\$0.07 per minute.  
Billed in whole minute increments.

4.3 Travel Card Service

\$0.25 per minute.  
Billed in whole minute increments.  
Per call surcharge: None.

4.4 Directory Assistance

\$1.25 per call. Residential customers are granted two free directory assistance calls per monthly billing cycle.

4.5 Late Payment Penalty

Customers will be charged 1.25% of any amounts owed to the Company beyond the due date as set forth within this tariff. Interest will not be compounded; i.e. will not be charged on previous late payment penalties.

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ISSUED:

EFFECTIVE:

ISSUED BY: Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

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Interexchange Carrier Reseller

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**SECTION 4 - RATES AND CHARGES** (continued)

4.6 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$25.00 per check.

4.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.8 Pay Telephone (Payphone) Surcharge

A \$0.55 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.9 Reconnection Charge

\$20.00 per account per occurrence.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** Scott Howsare, President  
903 Lake Lily Drive, Suite A125  
Maitland, FL 32751

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**Exhibit C**

Company Financials

(PUBLIC VERSION)

ORIGINAL DOCUMENTS SUBMITTED SEPARATELY  
UNDER SEAL

**EXHIBIT D**

Tentative Operating Balance Sheet  
Projected Income Statement

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1														
2														
3														
4	Interest Minutes/month	600												
5	Calling Card Free Minutes	40												
6	Toll Free Minutes Free	100												
7														
8														
9														
10	Customers	6000	Month 1 2000	Month 2 6000	Month 3 10000	Month 4 16000	Month 5 20000	Month 6 26000	Month 7 30000	Month 8 35000	Month 9 40000	Month 10 45000	Month 11 50000	Month 12 55000
11														
12														
13														
14														
15	Revenue	\$ 29,88	\$ 69,600	\$ 149,760	\$ 289,600	\$ 449,260	\$ 599,000	\$ 748,760	\$ 898,600	\$ 1,048,260	\$ 1,198,000	\$ 1,347,760	\$ 1,497,500	\$ 1,647,260
16														
17	Cost	\$ 23,88	\$ 47,920	\$ 119,800	\$ 239,600	\$ 359,400	\$ 479,200	\$ 599,000	\$ 718,800	\$ 838,600	\$ 958,400	\$ 1,078,200	\$ 1,198,000	\$ 1,317,800
18														
19	GM	20%												
20														
21	GM	\$ 6,99	\$ 11,680	\$ 29,960	\$ 59,920	\$ 89,860	\$ 119,800	\$ 149,760	\$ 179,700	\$ 209,660	\$ 239,600	\$ 269,560	\$ 299,500	\$ 329,460
22														
23	Telemarketing cost	\$ 24,00	\$ 48,000	\$ 72,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000	\$ 120,000
24														
25	Billing Setup	\$ 16,000												
26														
27	Legal & Administrative	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000	\$ 16,000
28														
29	P/L	\$ (86,020)	\$ (86,020)	\$ (48,040)	\$ (68,100)	\$ (39,160)	\$ (9,200)	\$ 20,760	\$ 50,700	\$ 80,660	\$ 110,600	\$ 140,560	\$ 170,500	\$ 200,460
30														
31	Cum P/L	\$ (86,020)	\$ (114,070)	\$ (160,170)	\$ (219,320)	\$ (297,770)	\$ (407,770)	\$ (557,470)	\$ (747,170)	\$ (976,930)	\$ (1,296,530)	\$ (1,616,130)	\$ (1,935,730)	\$ (2,255,330)

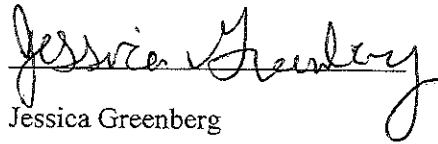
## **Exhibit E**

Certificate of Service  
Service List

Certificate of Service

I, Jessica Greenberg, certify that I have forwarded a copy of the foregoing Notice of the Application of First Choice Technology of Louisiana, LLC upon all Incumbent Local Exchange Carriers in the attached list, as amended on March 9, 2015 via U.S. Mail postage prepaid, to the addresses listed.

Executed this 9<sup>th</sup> day of March, 2015, at Metairie, Louisiana.



Jessica Greenberg

Nowalsky, Bronston & Gothard

1420 Veterans Blvd.

Metairie, LA 70005

**Service List**

Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor  
Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Office of Attorney General  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

Verizon Pennsylvania, Inc.  
Ronald Weigel  
Director Government Affairs  
Strawberry Square, 4<sup>th</sup> Floor  
Harrisburg, PA 17101

Verizon North, Inc.  
Ronald Weigel  
Director Government Affairs  
Strawberry Square, 4<sup>th</sup> Floor  
Harrisburg, PA 17101