

Arthur C. Shivers
Attorney At Law
3910 Lindell Blvd.
St. Louis, MO 63108
(314)-533-6888

FILED²

DEC 15 2003

Missouri Public
Service Commission

December 8, 2003

Mr. Dale Hardy Roberts
Secretary/Chief Regulatory Law Judge
200 Madison Street
Missouri Public Service Commission
Jefferson City, Missouri 65101

Re: Capital International Communications, L.L.C.; IXC Application

Dear Mr. Roberts:

Please find enclosed for filing in the above-referenced case an original and fourteen copies of the Application of Capital International Communications, L.L.C. for a certificate of service authority to provide intrastate interexchange telecommunications services. In addition, please find an additional three copies of Applicant's proposed tariff, which also has been included in the Application as Appendix B, bearing an effective date of February 2, 2004. Copies of the filing have been sent to the General Counsel's Office and the Office of the Public Council. Thank you. Thank you.

Sincerely,



Arthur C. Shivers

ACS/dc

Enclosure

cc: Dr. Don Cook

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

In the Matter of the Application of Capital International
Communications, L.L.C. for a Certificate of)
Service Authority to Provide Intrastate)
Interexchange Telecommunications Services)
within the State of Missouri and for)
Competitive Classification.)

Case No. TA-03-_____

**APPLICATION FOR INTEREXCHANGE AUTHORITY
AND COMPETITIVE CLASSIFICATION**

Comes now Capital International Communications, L.L.C. ("Applicant" or "Capital International"), by and through counsel, and pursuant to Sections 392.361, 392.420, 392.440 RSMo 1994, Section 392.410 RSMo Supp. 1997, and 4 CSR 240-2.060(4), files this Verified Application requesting that the Missouri Public Service Commission (hereinafter "the Commission") issue an order that:

- (a) grants Applicant a certificate of service authority to provide intrastate resold, interexchange telecommunications services, as herein more specifically defined, pursuant to Chapter 392 RSMo;
- (b) grants competitive status to Applicant and Applicant's requested services; and
- (c) waives certain Commission rules and statutory provisions pursuant to Sections 392.420 and 392.361 RSMo 1994, consistent with the Commission's past treatment of other certificated providers of competitive interexchange telecommunications services.

In support of its request, Applicant states that:

1. Applicant is a Limited Liability Company formed and operating under the laws of the State of Missouri and is duly authorized to transact business in the State of Missouri. Pursuant to the relevant provisions of 4 CSR 240-2.060, a copy of Applicant's Articles of Organization, Certificate of Organization, and Certificate of Good Standing from the Missouri

Secretary of State's Office are attached hereto and incorporated herein by reference as Appendix

A. Applicant's principal place of business is 677 Dougherty Terrace Drive, St. Louis, Missouri 63021 and its telephone number is (636) 227-9032.

2. All communications, notices, orders and decisions respecting this Application and proceeding should be addressed to:

Arthur C Shivers
Attorney At Law
3910 Lindell Blvd
St. Louis, Missouri 63108
(314) 533-6880
(314) 533-6888 (fax)

Dr. Don Cook, President/CEO
Capital International Communications, LLC
677 Dougherty Terrace Drive
St. Louis, Missouri 63021-1923
(636) 227-9032
(636) 227-2114 (fax)

Questions concerning Applicant's ongoing operations and services to be offered should be directed to Dr. Cook at the above address and phone number.

3. By this Application, Applicant proposes to provide various types of intrastate interexchange telecommunications services throughout the state of Missouri on a resold basis.

A. Correctional Facility/inmate MTS Service

Applicant seeks authority to provide automated collect-only telecommunications service between points within the State of Missouri to inmates at confinement facilities using equipment owned by Applicant. This service is somewhat unique in that certain features are required based on public interest and safety concerns. Computer controlled customer premises system fully automates all activities required for placing and billing collect calls. At the option of the correctional facility, a call time limit can be placed on calls. If this option is selected, a warning tone or message is given to indicate 30 to 60 seconds remaining until call termination. Additionally, subscribers can elect to block calls to specific numbers and to allow

calls to certain numbers to be made free of charge. At the request of the correctional facility, all incoming calls are blocked. Similarly, access to live operators, alternative long distance providers or emergency operators is blocked. This is substantially the same type of service that has been previously authorized by the Commission for other providers in Case No. TA-98-269 (T-NETIX, Inc.) and TR-89-264 (MCI).

B. Operator-Assisted Service To Public Pay Telephones

Applicant also seeks authority to provide operator-assisted interexchange telecommunications service to public pay telephone locations throughout the State of Missouri. Through a contractual arrangement with Southwestern Bell Telephone Company, Applicant will use Southwestern Bell Telephone Company operators to connect callers wishing to place all forms of operator-assisted calls.

C. Standard MTS Service

Applicant further seeks authority to provide point-to-point and point-to-multipoint message telephone service on an intrastate, interexchange basis.

Pursuant to 4 CSR 240-2.060(4)(H), Applicant's proposed tariff bearing an effective date of July 5, 1999 is attached hereto and incorporated herein by reference as Appendix B.

4. Applicant requests that it and all its services proposed herein are classified as competitive. Applicant's proposed services herein fall within the category of the types of services, which have routinely been authorized by the Commission for numerous other competitive carriers upon verified application without the need for evidentiary hearings. Applicant's proposed services will be subject to sufficient competition to justify a lesser degree of regulation; granting this Application will allow greater price and service options for

telecommunications customers and will be in the public interest. Granting Applicant's requested competitive classifications is consistent with past Commission treatment of other competitive certificated interexchange carriers and will encourage competition consistent with the public policy of Federal Telecommunications Act of 1996 and Chapter 392 RSMo.

5. Applicant is willing to comply with all applicable Commission orders, rules and regulations. Applicant requests however, pursuant to Section 392.440 RSMo 1994, that the Commission at minimum waive the application of the following rules and statutory provisions as they relate to the regulation of Applicant to the extent that they previously and routinely have been waived for other certificated competitive interexchange carriers:

Statutes

392.240(1)--ratemaking
392.270--valuation of property (ratemaking)
392.280--depreciation accounts
392.290--issuance of securities
392.310--stock & debt issuance
392.320--stock dividend payment
392.330--issuance of securities, debts and notes
392.340--reorganizations

Commission Rules

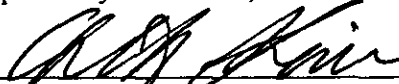
| | |
|-------------------------|-------------------------------|
| 4 CSR 240-10.020 | --depreciation fund income |
| 4 CSR 240-30.010(2)(C) | --rate schedules |
| 4 CSR 240-30.040 | --Uniform System of Accounts |
| 4 CSR 240-32.030(1)(13) | --exchange boundary maps |
| 4 CSR 240-32.030(1)(C) | --record keeping |
| 4 CSR 240-32.030(2) | --in-state record keeping |
| 4 CSR 240-32.050(3) | --local office record keeping |
| 4 CSR 240-32.050(4) | --telephone directories |
| 4 CSR 240-32.050(5) | --call intercept |
| 4 CSR 240-32.050(6) | --telephone number changes |
| 4 CSR 240-32.070(4) | --public coin telephone |
| 4 CSR 240-33.030 | --minimum charges rule |
| 4 CSR 240-33.040(5) | --financing fees |

In addition, Applicant requests a rule waiver, or at least permission to omit the standard operator services tariff language, for Applicant's provision of Correctional Facility/Inmate MTS service, consistent with prior Commission decisions. See Case No. TA-98-269, *In Re: T-NETIX* (issued February 10, 1998).

6. Applicant is financially capable of providing the services proposed. Applicant also possesses the necessary technical and managerial expertise and experience necessary to provide the services it proposes to offer at standards that will meet or exceed all service standards established by the Commission.

WHEREFORE, Applicant respectfully requests that the Commission: 1) expeditiously grant it a certificate of service authority to provide intrastate, resold interexchange telecommunications services within the State of Missouri; 2) grant Applicant and its proposed services competitive status; and 3) waive the application of the above-referenced statutes and Commission rules; all consistent with past Commission practice and the Commission's treatment of other certificated, competitive providers of intrastate interexchange telecommunications services.

Respectfully submitted,


Arthur C. Shivers MoBar, #42086
3910 Lindell
St. Louis, Missouri 63108
314-533-6880

ATTORNEY FOR APPLICANT
CAPITAL INTERNATIONAL
COMMUNICATIONS, L.L.C.

CERTIFICATION OF SERVICE

I hereby certify that a copy of the foregoing Verified Application has been sent this date to the General Counsel's Office and the Office of the Public Council, this 8th day of December, 2003.

A handwritten signature in black ink, appearing to read "A. M. Rini", is written over a horizontal line.

VERIFICATION

STATE OF MISSOURI

)

COUNTY OF

)

ss.

)

Comes now Dr. Don Cook, President of Capital International Communications, L.L.C. and states that I am of lawful age, that I am authorized to verify the foregoing Application on behalf of Capital International Communications, L.L.C. and that the foregoing is true and accurate to the best of my knowledge, information, and belief.



Dr. Don Cook
President/CEO, Capital International Communications,
L.L.C.

Sworn to and subscribed before me this 11th day of December 2003.


Notary Public



LOUIS VIRDURE
St. Louis County
My Commission Expires
August 25, 2007

Capital International Communications, L.L.C.

IXC Application

APPENDIX A



MAR 15 2002

Articles of Organization

(Submit in duplicate with filing fee of \$105)

1. The name of the limited liability company is:

Capital International Communications, LLC.

(Must include "Limited Liability Company," "Limited Company," "LC," "L.C.," "LLC," or "LLC")

2. The purpose(s) for which the limited liability company is organized:

Provide telecommunications products and services and electrical & industrial products

3. The name and address of the limited liability company's registered agent in Missouri is:

Dr. Don W. Cook, Sr. 677 Dougherty Terrace Dr. Manchester, MO 630.

Name

Street Address: May not use P.O. Box unless street address also provided

City/State/Zip

4. The management of the limited liability company is vested in one or more managers.



Yes



No

5. The events, if any, on which the limited liability company is to dissolve or the number of years the limited liability company is to continue, which may be any number or perpetual:

5 years

(The answer to this question could cause possible tax consequences, you may wish to consult with your attorney or accountant)

6. The name(s) and street address(es) of each organizer (Post Office box alone not acceptable):

Dr. Don W. Cook, 677 Dougherty Terr. Dr., Manchester, MO 630.

7. For tax purposes, is the limited liability company considered a corporation?



Yes



No

8. The effective date of this document is the date it is filed by the Secretary of State of Missouri, unless you

indicate a future date, as follows:

March 15, 2002

(Date may not be more than 90 days after the filing date in this office)

In Affirmation thereof, the facts stated above are true:

Dr. Don W. Cook, Sr.

(Organizer Signature)

Dr. Don W. Cook, Sr.

(Printed Name)

3/15/02

(Date)

(Organizer Signature)

(Printed Name)

(Date)

(Organizer Signature)

(Printed Name)

(Date)

STATE OF MISSOURI



Matt Blunt
Secretary of State

CERTIFICATE OF ORGANIZATION
LIMITED LIABILITY COMPANY


WHEREAS,

CAPITAL INTERNATIONAL COMMUNICATIONS, L.L.C.

filed its ARTICLES OF ORGANIZATION with this office on the 15th day of MARCH, 2002, and that filing was found to conform to the Missouri Limited Liability Company Act;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the State of Missouri, by virtue of authority vested in me by law, do certify and declare that on the 15th day of MARCH, 2002, the above entity is a Limited Liability Company, organized in this state and entitled to any rights granted to Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 15th day of MARCH, 2002.


Secretary of State

\$105.00



STATE OF MISSOURI



Matt Blunt
Secretary of State


**CORPORATION DIVISION
CERTIFICATE OF GOOD STANDING**

I, MATT BLUNT, Secretary of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

**CAPITAL INTERNATIONAL COMMUNICATIONS, L.L.C.
LC0062464**

was created under the laws of this State on the 15th day of March, 2002, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I have set my hand and an imprinted the GREAT SEAL of the State of Missouri, on this, the 2nd day of December, 2003


Secretary of State



Certification Number: 6250893-1 Page 1 of 1 Reference:

Capital International Communications, L.L.C.
IXC Application

APPENDIX B

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS
TARIFF
OF
CAPITAL INTERNATIONAL COMMUNICATIONS, L.L.C.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Capital International Communications, L.L.C. (Capital International) within the State of Missouri. This tariff is on file with the Missouri Public Service Commission and copies may be inspected, during normal business hours, at Capital International's principal place of business.

Capital International Communications, L.L.C., and the services it offers pursuant to this tariff, have been classified as "competitive" by the Missouri Public Service Commission.

Date of Issue: December 17, 2003

Effective Date: February 5, 2004

Don Cook, President
Capital International Communications, L.L.C.
677 Dougherty Terrace Drive
St. Louis, MO 63021

WAIVER OF RULES AND REGULATIONS

The Missouri Public Service Commission has waived the following statutes and rules for the purposes of offering the telecommunications services as set forth herein:

STATUTES

| | |
|--------------------|--|
| Section 392.240(1) | Rates-reasonable average return on investment. |
| Section 392.270 | Property valuation. |
| Section 392.280 | Depreciation rates. |
| Section 392.290 | Issuance of stocks and bonds. |
| Section 392.310 | Issuance of stocks and bonds. |
| Section 392.320 | Issuance of stocks and bonds. |
| Section 392.330 | Issuance of stocks and bonds. |
| Section 392.340 | Reorganization. |

COMMISSION RULES

| | |
|------------------------|---|
| 4 CSR 240-10.020 | Income on depreciation fund investments. |
| 4 CSR 240-30.010(2)(C) | Posting exchanges rates at central offices. |
| 4 CSR 240-32.030(1)(B) | Exchange boundary maps. |
| 4 CSR 240-32.030(1)(C) | Record of access lines. |
| 4 CSR 240-32.030(2) | Records kept within the state. |
| 4 CSR 240-30.040(1-6) | Uniform system of accounts. |
| 4 CSR 240-32.050(3-6) | Telephone directories. |
| 4 CSR 240-32.070(4) | Coin telephones |
| 4 CSR 240-33.030 | Inform customers of lowest priced service. |
| 4 CSR 240-33.040(5) | Finance fee. |

Date of Issue: December 17, 2003

Effective Date: February 5, 2004

Don Cook, President
Capital International Communications, L.L.C.
677 Dougherty Terrace Drive
St. Louis, MO 63021

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Capital International Communications, L.L.C.
677 Dougherty Terrace Drive
St. Louis, MO 63021

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbers 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 8 and 9 would be 8.1.
- 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 Missouri Public Service Commission. For example, the 3rd revised Sheet 8 cancels the 2nd revised Sheet 8.
- C. Paragraph Numbering Sequences - There are nine levels of paragraph coding. Each level of coding is subsequent to its next higher level:

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

EXPLANATION OF SYMBOLS

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

C - To signify changed regulation

D - Delete or discontinue

I - Change resulting in an increase to a customer's bill

M Moved from another tariff location

N- New

R - Change resulting in a decrease to a customer's bill

T - Change in text or regulation but no change in rate or charge

SECTION 1- RULES AND REGULATIONS

1.1. Undertaking of the Company

Capital International Communications, L.L.C.'s services and facilities are furnished for communications originating and terminating within the State of Missouri under the terms of this tariff.

1.2. Limitations

- 1.2.1. 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.
- 1.2.2. The Company reserves the right to discontinue or limit service upon the written notice when the customer is using the service in violation of provisions of this tariff, or in violation of the law.
- 1.2.3. The services provided under this tariff are directly or indirectly controlled by the Company and the customer may not alter or affect the services nor transfer or assign its use of the services without the express written consent of the Company, which consent may be withheld, without limitation, by the Company in its sole discretion at any time such alteration, effect, transfer or assignment would result in an interruption of the services or a change in the customer's location to which services are to be provided.
- 1.2.4. In the event prior written permission from the Company is given for the assignment or transfer, all regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees.

1.3. Liabilities of the Company

- 1.3.1. The Company has no liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing the Company's services but not caused by its gross negligence or willful misconduct or that of its employees or agents, in no event shall exceed an amount equivalent to the proportionate charge to the customer for the period during which such mistakes, interruptions, omissions, delays, errors, or defects in the Company's furnishing of its services occur.

SECTION 1- RULES AND REGULATIONS

1.4. Interruption of Service

- 1.4.1. Credit allowance for the interruption of service is subject to the general liability provisions set forth in Section 1.3.1. herein. The Customer shall receive no credit allowance for interruption of service which is due to the Carrier's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is claimed. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within the Customer's control, or is not in the wiring or equipment, if any, furnished by the Customer in connection with the Company's services.
- 1.4.2. Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.
- 1.4.3. No credit shall be allowed:
- (A) For failure of services or facilities of customer or other carriers; or
 - (B) For failure of services or equipment caused by the negligence or willful acts of customers or others.
- 1.4.4. Credit for an interruption shall commence after Customer notifies the Company of the interruption or when the Company becomes aware thereof; and cease when service has been restored. For purposes of credit computation, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 1.4.5. The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues.

SECTION 1- RULES AND REGULATIONS

1.5. Obligations of the Customer

1.5.1. The Customer is obligated to place an order for origination, termination, and/or changes to the Company's service or facilities; pay all charges for service or facilities rendered by the Company; and to comply with all of the Company's regulations governing the provision of service or facilities. The Customer is also responsible for assuring that its authorized users comply with the regulations of the Company, as specified in this tariff.

1.5.2. When placing an order for services or facilities, the Customer must provide:

- (A) Name(s) and address(es) of the person(s) liable for the payment of service charges. In the case of a corporation or partnership, a designated individual shall be named responsible for such bill responsibility.
- (B) Name(s), address(es), and telephone number of person(s) to whom notices shall be addressed by the Company.
- (C) Location(s) at which facilities and services are to be provided.

1.5.3. The Customer shall reimburse the Company for the replacement or repair of the Company 5 equipment when the damage results from:

- (A) Negligence or willful act of the Customer's employees, agents, or contractors, or authorized users.
- (B) Loss through theft, fire, flood, cable cuts, or other catastrophes to Company-provided equipment or facilities located on the Customer's premises.

1.6. Availability of Service/Facilities for Maintenance Testing and Adjustment

1.6.1. Upon reasonable notice, the Company reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer for the purpose of installing, inspecting, repairing, or general maintenance of the service or facilities of the Company. It is the responsibility of the Customer to make necessary arrangements for entrance of the Company's employees, agents, or contractors. No interruption of service will be granted for the time during which such tests and adjustments are made.

SECTION 1- RULES AND REGULATION

1.7. Payment and Billing

1.7.1. The Customer is responsible for payment of all regulated charges for services furnished. All surcharges and other fees, except taxes and franchise fees, will be submitted to the Missouri Public Service Commission for prior approval.

- (A) Service is provided and billed in arrears on a monthly (30 days) basis.
- (B) The Customer shall have at least 21 days from the rendition of a bill to pay the charges at which time the charges become delinquent.
- (C) The Company may require a deposit if the Customer is unable to establish a good credit rating, or if the Customer has undisputed charges in two (2) out of the last twelve (12) billing periods which have become delinquent. The deposit shall not exceed estimated charges for two months' service based on the average bill during the preceding twelve months or in the case of new applicants, two months' average monthly bill for all subscribers within a customer class. The deposit shall bear interest at a rate of 9% simple interest per annum, and will be returned upon satisfactory payment of all undisputed charges during the last 12 billing periods, or discontinuance of service.
- (D) At the time an application for service is made, an applicant may be required to pay an amount equal to at least one month's service and/or service connection charges, which may be applicable to the customer's account on the first bill rendered.

1.8. Discontinuance of Service

1.8.1. The Company may discontinue service under the following circumstances, provided suitable notice has been given to the Customer, as required:

- (A) Non-payment of any sum due to the Company for service for more than twenty-eight (28) days beyond the date of rendition of the bill for such services;
- (B) A violation of or failure to comply with any regulation governing the furnishing of service; or

Date of Issue: December 17, 2003

Effective Date: February 5, 2004

Don Cook, President
Capital International Communications, L.L.C.
677 Dougherty Terrace Drive
St. Louis MO 63105

SECTION 1- RULES AND REGULATION

1.8. Discontinuance of Service (cont'd)

- (C) An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service; or
- (D) Failure to post a required deposit.
- (E) Material misrepresentation of identity in obtaining service or the use of service in a manner that in the opinion of the Company constitutes fraud or abuse.

1.8.2. Service shall not be disconnected unless written notice by first class mail is sent to the customer at least 5 days prior to the date of the proposed discontinuance. At least 24 hours preceding the discontinuance, a reasonable effort shall be made to contact the Customer to advise the Customer of the proposed discontinuance and what steps must be taken to avoid it.

1.9. Measurement of Distance

1.9.1. The distance between the Company's switch and destination point is calculated using the "V" and "H" coordinates in the following manner:

- (A) Obtain the "V" and "H" coordinates for each called from number utilizing equal access or phone number on Customer's master file using authorization codes and the destination point.
- (B) Obtain the difference between the "V" coordinates for each of the areas. Obtain the difference between the "H" coordinates.
- (C) Square each difference obtained in Step B.
- (D) Divide the sum of the squares obtained in Step C by ten. Round to the next higher whole number, if any fraction is obtained.
- (E) Obtain the square root of the whole number obtained in Step D. Round to the next higher whole number, if any fraction is obtained. This is the distance between the areas.

SECTION 2- DEFINITIONS

2.1. Definitions

Access Line - An arrangement which connects the Customer's location to Company switching center or point of presence.

Authorized User - A Customer, or a person designated by a Customer to use or communicate over service or facilities provided by this tariff.

Calling Card - A card authorized by the Company to which charges for a MTS message may be billed.

Collect Call - A billing arrangement by which the charge for a call may be billed to the called station provided the called station accepts the arrangement prior to connection.

Company - Capital International Communications, L.L.C.

Commission - The Missouri Public Service Commission.

Credit Card Calls - Calls billed to a major bank card such as VISA, MasterCard, or American Express.

Customer - Any individual, corporation, partnership or other entity which utilizes the direct dial services provided by the Company on a subscription basis.

Day - From 8:00 AM up to but not including 11:00 PM local time Sunday through Friday.

Evening - From 5:00 PM up to but not including 11:00 PM local time Sunday through Friday.

Holidays - The Company observes the following holidays: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas.

Individual Case Basis - A condition in which the regulations, if applicable, rates and charges for an offering under the provisions of this tariff are developed based on the circumstances, including costs to provide service, in each case.

SECTION 2- DEFINITIONS

2.1. Definitions (cont'd)

LEC - Local Exchange Company.

MTS - Message telecommunications service.

Night/Weekend - From 11:00 PM up to but not including 8:00 am Sunday through Friday, and 8:00 AM Saturday up to but not including 5:00 PM Sunday.

Operator Services - Call intervention by either automated interface or the live operators for the purpose of call completion or activation of special billing arrangements such as collect, person-to-person or credit card calling.

Operator Station Call - A service whereby the assistance of a Company operator is required to complete a call originated by the Customer.

Person-to-Person Call - A service whereby the calling party specifies an individual, extension, department, or office to be reached at the called station. Billing commences when the specified party is reached.

Special Access Origination - Where originating access between the Customer and the interexchange carrier is provided on dedicated circuits.

Switched Access Origination - Where originating access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits.

Third Party Billed - A service arrangement whereby the call is billed to a third number other than the calling or called party station.

Traffic Aggregator - Any person, firm, partnership or corporation which furnishes a telephone for use by the public and includes, but is not limited to, telephones located in rooms, offices, and similar locations in hotels, motels, hospitals, airports, and public or Customer-owned pay telephone locations whether or not coin operated.

SECTION 3- DESCRIPTION OF SERVICES AND RATES

- 3.1. Message Toll Service (MTS) - Capital International provides Message Toll Service at the following rates. Rates vary by mileage, duration, and time of day. Calls are billed in one (1) minute increments. Any fraction of a minute is rounded up to the next whole minute.

3.1.1. Intrastate IntraLATA Long Distance

Day Rates

| <u>Mileage</u> | <u>Initial Minute</u> | <u>Each Additional Minute</u> |
|----------------|-----------------------|-------------------------------|
| 0-17 | .1200 | .1025 |
| 18-22 | .1700 | .1425 |
| 23-28 | .2300 | .2025 |
| 29-34 | .2700 | .2550 |
| 35-41 | .3200 | .3100 |
| 42-51 | .3325 | .3150 |
| 52-66 | .3325 | .3150 |
| 67-81 | .3675 | .3500 |
| 82-105 | .3675 | .3500 |
| 106-124 | .3675 | .3500 |
| 125-292 | .4025 | .3850 |
| 293 + | .4200 | .4025 |

Evening Rates

| <u>Mileage</u> | <u>Initial Minute</u> | <u>Each Additional Minute</u> |
|----------------|-----------------------|-------------------------------|
| 0-17 | .0950 | .0800 |
| 18-22 | .1325 | .1100 |
| 23-28 | .1775 | .1550 |
| 29-34 | .2075 | .1900 |
| 35-41 | .2525 | .2425 |
| 42-51 | .2875 | .2875 |
| 52-66 | .3075 | .3075 |
| 67-81 | .3300 | .3275 |
| 82-105 | .3450 | .3375 |
| 106-124 | .3500 | .3450 |
| 125-292 | .3800 | .3650 |
| 293 + | .4000 | .3875 |

SECTION 3- DESCRIPTION OF SERVICES AND RATES

3.1. Message Toll Service (MTS) (cont'd.)

3.1.2. Intrastate IntraLATA Long Distance (cont'd.)

Night/weekend Rates

| <u>Mileage</u> | <u>Initial Minute</u> | <u>Each Additional Minute</u> |
|----------------|-----------------------|-------------------------------|
| 0-17 | .0800 | .0650 |
| 18-22 | .1100 | .0920 |
| 23-28 | .1460 | .1280 |
| 29-34 | .1700 | .1640 |
| 35-41 | .2060 | .1960 |
| 42-51 | .2320 | .2275 |
| 52-66 | .2560 | .2500 |
| 67-81 | .2640 | .2600 |
| 82-105 | .2760 | .2700 |
| 106-124 | .2940 | .2825 |
| 125-292 | .3025 | .2900 |
| 293 + | .3300 | .3200 |

3.1.3. InterLATA Long Distance

Day, Evening, and Night/Weekend Rates

| <u>Mileage</u> | <u>Initial Minute</u> | <u>Each Additional Minute</u> |
|----------------|-----------------------|-------------------------------|
| 0-17 | .2975 | .2625 |
| 18-22 | .3150 | .2975 |
| 23-28 | .3325 | .3150 |
| 29-34 | .3325 | .3150 |
| 35-41 | .3325 | .3150 |
| 42-51 | .3325 | .3150 |
| 52-66 | .3325 | .3150 |
| 67-81 | .3675 | .3500 |
| 82-105 | .3675 | .3500 |
| 106-124 | .3675 | .3500 |
| 125-292 | .4025 | .3850 |
| 293 + | .4200 | .4025 |

SECTION 3- DESCRIPTION OF SERVICES AND RATES

3.2. Operator Services (cont'd.)

Operator Service Requirements:

Carrier will not knowingly bill for incomplete calls and will remove any charge(s) for incomplete calls upon subscriber notification or carrier's knowledge of the charge(s) for incomplete calls.

Carrier will advise the caller and billed party (if different from the end user) that the Company is the operator service provider at the time of initial contact.

Carrier will provide rate quotes, including all rate components and additional charges, upon request, at no charge.

Carrier will allow only tariff changes approved by the Commission, or otherwise allowed by law for the provision of operator services, to appear on billings rendered by local exchange companies on behalf of carriers and will not collect locations surcharges imposed by traffic aggregators.

Carrier will arrange for listing of its name on the local exchange company's billing of carrier's charges, if the local exchange company has multi-carrier bill listing capability.

Carrier will employ reasonable calling card verification procedures which are acceptable to the companies issuing the calling cards. In order to control fraud, the Company may refuse to accept calling cards which it determines to be invalid or cards which it is unable to verify.

Carrier will direct all 00- emergency calls to the local exchange carrier at no charge.

Upon request, carrier will transfer calls to other authorized interexchange company or to the LEC, if billing can list the caller's actual origination point.

Carrier's contracts with traffic aggregators will contain provisions which:

- a. Prohibit the blocking of access to an end user's interexchange carrier of choice, and
- b. prominent posting or display, on or near the telephones to be utilized by end users, of material setting forth the name of the carrier, complaint procedures, instructions on reaching the local exchange company operator as well as interexchange carriers, and procedures for emergency calls.

Carrier does not offer Directory Assistance. Calls placed to 1-NPA-555-1212 will be billed on behalf of another authorized telecommunications company.

SECTION 3-SERVICE DESCRIPTIONS AND RATES**3.3. Inmate Message Toll Service (MTS) (cont'd.)****3.3.4. Surcharges**

For calls from all correctional facility originating locations, the following operator assisted surcharges shall apply for long distance calls only:

| | <u>per call</u> |
|------------|-----------------|
| IntraLATA | \$1.00 |
| InterLATA | \$1.00 |
| Interstate | \$2.45 |