

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

In the Matter of the Application of)
Residential Long Distance, Inc.)
For a Certificate of Service Authority to)
Provide Interexchange)
Telecommunications Services Throughout)
The State of Missouri, and to Classify)
Applicant as Competitive.)

Case No. _____

**APPLICATION FOR CERTIFICATE OF SERVICE
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE AND FOR COMPETITIVE CLASSIFICATION**

COMES NOW Residential Long Distance, Inc., (“Applicant”), a Nevada Corporation, by its undersigned counsel, and files this verified application pursuant to 4 CSR 240-2.060, 4 CSR 240-3.510, Sections 392.410 to 392.455,¹ and the Federal Telecommunications Act of 1996, respectfully requesting that the Missouri Public Service Commission (“Commission”) issue an order that:

- (a) grants Applicant a Certificate of Service Authority to provide interexchange telecommunications services pursuant to Section 392.410;
- (b) grants competitive status to Applicant, and classifies the Applicant’s services as competitive, pursuant to Section 392.461;
- (c) waives certain Commission rules and statutory provisions, pursuant to Section 392.420; and
- (d) approve Applicant’s initial tariff.

In support of its request, Applicant states:

1. Applicant, a Nevada Corporation, is a reseller of telecommunications services.

¹ Unless otherwise indicated, all statutory references are to the Missouri Revised Statutes (2000) and its Cumulative Supplement (2009), as amended.

The legal name and principal office or place of business of the Applicant is:

Residential Long Distance, Inc.
300 Maple Park Blvd., Ste. 301
St. Clair Shores, Michigan 48081
(586) 218-6070/Phone
(855) 580-0213/Facsimile

2. A copy of Applicant's Certificate of Authority to Transact Business in Missouri is attached hereto as **Exhibit A**.

3. All inquiries, correspondence, communications, pleadings, notices, orders, and decisions relating to the case should be addressed to:

Mark P. Johnson
Lisa A. Gilbreath
SNR Denton US LLP
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Alpharetta, Georgia 30005
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4. Applicant requests classification as a competitive telecommunications company operating within the state of Missouri. Applicant further requests classification of its services described in Paragraph 5, *infra*, and in its proposed tariff as competitive services, as each of these services is subject to substantial competition in the areas in which Applicant proposes to provide service. Applicant believes that its proposed services will be subject to sufficient competition to justify a lesser degree of regulation. Granting of this application is in the public

interest as it will allow greater price and service options for telephone users.

5. Applicant proposes to provide interexchange telecommunications services within Missouri, including 1+ outbound dialing and directory assistance. Applicant respectfully requests authority to provide service to residential customers throughout the State of Missouri.

6. Applicant possesses the technical and managerial expertise, as well as the financial resources, necessary to provide the proposed services. A description of Applicant's senior managerial and industry experience demonstrating Applicant's capabilities is attached hereto at **Exhibit B**.

7. Applicant's proposed interexchange tariff is attached as **Exhibit C**. The proposed tariff contains the rules and regulations applicable to its customers, a description of the services to be offered, and a list of rates associated with such services. The tariff has an effective date which is not fewer than forty-five (45) days after the tariff's issue date. Applicant requests that the Commission approve the attached tariff.

8. Consistent with the Commission's treatment of other certificated interexchange telecommunications companies, Applicant requests waiver of the following statutes and regulations for Applicant and its interexchange services offerings:

Missouri Public Service Commission Rules

4 CSR 240-10.020	-	Depreciation and income
4 CSR 240-30.040	-	Uniform system of accounts

Missouri Statutes

Section 392.210.2	-	Establish uniform system of accounts
Section 392.240.1	-	Setting just and reasonable rates
Section 392.270	-	Property valuation
Section 392.280	-	Depreciation rates
Section 392.290	-	Issuance of securities
Section 392.300.2	-	Acquisition of stock
Section 392.310	-	Issuance of stocks and debt
Section 392.320	-	Stock dividend payment
Section 392.330	-	Issuance of securities, debt, and notes

The above-referenced rules and statutory provisions have been waived by the Commission for competitive interexchange carriers in prior cases. The rules and statutory provisions for which Applicant seeks waiver or exemption are principally applicable to non-competitive telecommunications carriers. It would be inconsistent with the provisions of Sections 392.361 to 392.520 and with the goal and purpose of Section 392.420 to apply such rules or statutory provisions to a competitive telecommunications carrier such as Applicant.

9. Pursuant to Section 386.570, Applicant will comply with all applicable Commission rules except those which are specifically waived by the Commission pursuant to a request filed by the Applicant. Applicant is willing and intends to comply with all applicable Commission rules and is willing to meet all relevant service standards including, but not limited to, billing, quality of service, and tariff filing and maintenance in a manner consistent with the Commission's requirements for interexchange carriers with whom Applicant seeks authority to compete.

10. Applicant has no pending actions or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this application. Applicant has no annual reports or assessment fees that are overdue in Missouri.

11. Granting this Application will further the public interest by expanding the availability of competitive telecommunications services in the State of Missouri. In addition, intrastate offering of the services described in this Application is in the public interest because the services will provide Missouri customers with access to new technologies and service choices, and can permit customers to achieve increased efficiencies and cost savings. In particular, the public will benefit directly, through the use of the competitive services to be

offered by Applicant, and indirectly, because the presence of Applicant in this market will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service.

WHEREFORE, Applicant Residential Long Distance, Inc., respectfully requests that the Missouri Public Service Commission grant it a certificate of service authority to provide interexchange telecommunications services within the State of Missouri. Applicant also requests classification as a competitive telecommunications company and that its services be classified as competitive. Applicant requests a waiver of the above-referenced rules and statutory provisions. Finally, Applicant requests that the Commission approve its initial tariff.

Respectfully submitted,

/Lisa A. Gilbreath/
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Lisa A. Gilbreath MBN 62271
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lisa.gilbreath@snrdenton.com

Attorneys for Applicant
Residential Long Distance, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on this 2nd day of June, 2011 copies of the foregoing have been mailed, transmitted by facsimile, or emailed to:

Office of the Public Counsel
Governor Office Building
P.O. Box 2230
200 Madison, Suite 650
Jefferson City MO 65102

/s/ Lisa A. Gilbreath
Lisa A. Gilbreath

State of Michigan)
County of Macomb)

VERIFICATION

I, Martin Tibbitts, being duly sworn, declare that I am the President of Residential Long Distance, Inc., the Applicant. I verify that, based upon information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.

X


Martin Tibbitts
President

X Sworn to before me, the undersigned Notary Public on this 17 day of JANUARY, 2011.


Notary Public

ALICIA G. TREDER
Print or Type Name

My commission expires:



ALICIA G. TREDER
Notary Public, State of Michigan
County of Wayne
My Commission Expires Apr. 06, 2013
Acting in the County of

Macomb

Exhibit A

Missouri Secretary of State Authorization

STATE OF MISSOURI



Robin Carnahan
Secretary of State

CERTIFICATE OF AUTHORITY

WHEREAS,

RESIDENTIAL LONG DISTANCE, INC.
F01117599

using in Missouri the name

RESIDENTIAL LONG DISTANCE, INC.

has complied with the General and Business Corporation Law which governs Foreign Corporations; by filing in the office of the Secretary of State of Missouri authenticated evidence of its incorporation and good standing under the Laws of the State of Nevada.

NOW, THEREFORE, I, ROBIN CARNAHAN, Secretary of State of the State of Missouri, do hereby certify that said corporation is from this date duly authorized to transact business in this State, and is entitled to all rights and privileges granted to Foreign Corporations under the General and Business Corporation Law of Missouri.

IN TESTIMONY WHEREOF, I hereunto
set my hand and cause to be affixed the
GREAT SEAL of the State of Missouri.
Done at the City of Jefferson, this
8th day of February, 2011.

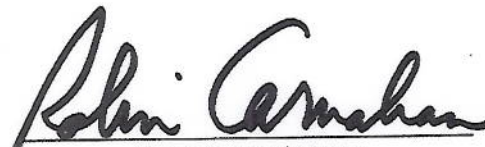

Secretary of State



Exhibit B

Executive Officers' Qualifications and Experience

Company's Telecommunications Background

Rick Beer
Vice President and General Manager
Back Office Support Systems

Rick Beer is the vice president and general manager of Back Office Support Systems Inc. (BOSS) , where he is responsible for the company's overall operation including marketing existing long distance products, new telecommunications product development and overseeing internal developments, budgeting and staff.

Mr. Beer has more than 30 years of experience in corporate and financial management of privately held companies undergoing transitions due to acquisition, recovery or growth. Previously, he was the vice president of finance and operations of Cellnet Communications, a Detroit based cellular reseller, where he managed all non-sales staff and restructured several aspects of the company's operations, reducing corporate debt and operating retail expenses. Mr. Beer has also served as a management consultant at Grant Thornton and as President of the Michigan Product Development Corporation.

Mr. Beer is a professional engineer in the state of Michigan and has served in the chairperson's capacity for HAVEN, the Cranbrook School Alumni Society. and the University of Michigan Engineering College Alumni Society where he was also a founding member. He is a past member of the board of the Metropolitan Center for High Technology. He received his bachelor's degree in mechanical engineering from the University of Michigan.

Exhibit C

Tariff

TITLE SHEET

MISSOURI INTEREXCHANGE TELECOMMUNICATIONS TARIFF
OF
RESIDENTIAL LONG DISTANCE, INC.

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Residential Long Distance, Inc. ("Residential"), with principal offices at 300 Maple Park Blvd., Ste. 301, St. Clair Shores, Michigan 48081, toll free telephone number (888) 419-6070. This tariff applies for services furnished within the State of Missouri for business and residential service. This tariff is on file with the Missouri Public Service Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

Residential Long Distance, Inc., operates as a competitive telecommunications company as defined by Case No. TO-88-142 within the State of Missouri.

All services will be provided in accordance with Commission rules and regulations.

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WAIVER OF RULES AND REGULATIONS

392.210.2	Establish Uniform System of Accounts for Annual reports
392.240(1)	Setting just and reasonable rates
392.270	Ascertain Property values
392.280	Establish Depreciation accounts
392.290	Issuance of securities
392.300.2	Acquisition of stock
392.310	Issuance of stock and debt
392.320	Stock Dividend Payment
392.330	Issuance of securities, debts and notes
392.340	Reorganization(s)
4 CSR 240-10.020	Depreciation fund income
4 CSR 240-30.040	Uniform System of Accounts

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RESERVED FOR FUTURE USE

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Martin Tibbitts, President
300 Maple Park Blvd., Ste. 301
St. Clair Shores, Michigan 48081

TABLE OF CONTENTS

	Page
<u>TITLE SHEET</u>	1
<u>WAIVER OF RULES AND REGULATIONS</u>	2
<u>TABLE OF CONTENTS</u>	4
<u>TARIFF FORMAT</u>	5
<u>SYMBOLS</u>	6
<u>SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS</u>	7
<u>SECTION 2 - RULES AND REGULATIONS</u>	9
<u>SECTION 3 - DESCRIPTION OF SERVICE</u>	19
<u>SECTION 4 - RATES</u>	23

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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St. Clair Shores, Michigan 48081

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Missouri Public Service Commission.

Company or Residential - Used throughout this tariff to mean Residential Long Distance, Inc., a Nevada Corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the Company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of Missouri.

Telecommunications - The transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Missouri. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service. The Company 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 a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 Services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.3 The use of services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

- 2.2.4 Services are available for use 24 hours per day, seven days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 Services may be denied for nonpayment of undisputed charges or for other violations of this tariff, as set forth in Section 2.5.1 of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.
- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

Martin Tibbitts, President
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-
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved Harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others. This provision shall not exempt the Company from liability for the gross negligence, recklessness or intentional acts or omissions of Company, its agents and employees.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.
- 2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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2.4 Responsibilities of the Customer

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of equipment to be maintained within the range normally provided for the operation of microcomputers.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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St. Clair Shores, Michigan 48081

- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with facilities or services, that the signals emitted into network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.
- 2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

Martin Tibbitts, President
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St. Clair Shores, Michigan 48081

- 2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon ten (10) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A Nonpayment of a delinquent charge except for basic local exchange service;

2.5.1.B Failure to post a required deposit or guarantee;

2.5.1.C Unauthorized use of telecommunications company equipment in a manner which creates an unsafe condition or creates the possibility of damage or destruction to such equipment;

2.5.1.D Failure to comply with terms of a settlement agreement;

2.5.1.E Refusal after reasonable notice to permit inspection, maintenance or replacement of telecommunications company equipment;

2.5.1.F Material misrepresentation of identity in obtaining telecommunications company service; or

2.5.1.G As provided by state or federal law.

At least 24 hours preceding a discontinuance, the Company shall make reasonable efforts to advise the Customer of the proposed discontinuance.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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- 2.5.2 Without incurring liability, the Company may interrupt the provision of services upon reasonable notice in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Traffic to certain NXX exchanges, or calls using certain Customer authorization codes, may be blocked when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written or oral notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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2.6 Credit Allowance

2.6.1 Credit may be given for disputed calls, on a per call basis.

2.6.2 Credit shall not be issued for unavailability of long distance services.

Please also see Section 3.2 of this tariff

2.7 Restoration of Service

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

2.8 Deposit

The Company does not require deposits.

2.9 Advance Payments

The Company does not require advance payments.

DATE OF ISSUE: June 2, 2011

DATE EFFECTIVE: July 17, 2011

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2.10 Payment and Billing

2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. A late fee of 1.5% per month will be assessed upon any unpaid amount commencing 30 days after rendition of bills.

2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.11 Taxes

All federal, state and local taxes, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein. All charges other than taxes and franchise fees shall be submitted to the Commission for prior approval.

2.12 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

2.13 Reconnection Charge

A reconnection fee will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

DATE OF ISSUE: June 2, 2011

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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based Upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

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Martin Tibbitts, President
300 Maple Park Blvd., Ste. 301
St. Clair Shores, Michigan 48081

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing, in person, or by telephone to the Company at:

300 Maple Park Blvd., Ste. 301
St. Clair Shores, Michigan 48081
(888) 419-6070

Any objection to billed charges should be reported promptly to the Company. A dispute must be registered with the Company prior to the delinquent date of the charge, and the Customer must provide the disputed call details and the basis for any requested adjustment. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled. If the Company cannot resolve Customer's complaint, Customer may call the Missouri Public Service Commission, at 1-800-392-4211 to file an informal complaint.

If Customer complaint cannot be resolved informally, Customer may file a formal complaint in writing to:

Missouri Public Service Commission
200 Madison Street
Jefferson City, Mo 65102

Customer may also contact the Missouri Office of Public Counsel, representing the public before the Public Service Commission, at 1-573-751-4857 or in writing to:

Missouri Office of Public Counsel
200 Madison Street, 6th floor
Jefferson City, Missouri 65102

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Service Offerings

3.4.1 1+ Dialing

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The Customer dials "1+" followed by "ten digits".

3.4.2 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published. The company will not provide, nor bill, for operator services.

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3.4.3 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.4.4 Promotional Offerings

The Company may, upon Commission approval, offer customers specific rate incentives during specified promotional periods. The Company will provide written notice to the Commission at least 7 days prior to the commencement of a promotional program specifying the terms of the promotion, the specific service offered, the location, and the beginning and ending dates of the promotional period.

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SECTION 4 - RATES

4.1 1+ Dialing

Option 1

\$0.05 per minute (Continental US)

A \$6.99 per month per number service charge applies.

Billed in one minute increments

Option 2

\$14.95 per month per line, unlimited long distance (Continental US)

4.2 Directory Assistance

\$1.25

4.3 Returned Check Charge

\$25.00

4.4 Reconnection Charge

\$25.00

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