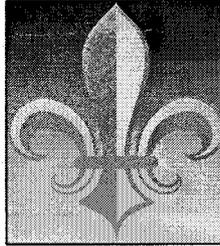




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NEW APPLICATION



ORIGINAL

RECEIVED

2003 NOV -6 A 9:59

**REGNUM GROUP, INC.** AZ CORP COMMISSION  
DOCUMENT CONTROL

**Regulatory & Communications Consultants**

8181 NW 36<sup>th</sup> Street, Suite 4, Miami, Florida 33166

Tel: (305) 468-1645 Fax: (305) 468-8509

[reg@regnumgroup.com](mailto:reg@regnumgroup.com)

November 3, 2003

Arizona Corporation Commission  
Docket Control  
1200 W. Washington Street  
Phoenix, Arizona 85007-2927

T-04217A-03-0810

Re: CC&N Application for Desert Wind Communications

To Whom It May Concern:

Enclosed please find an original and thirteen (13) copies of DNR Enterprises, L.L.C. d.b.a. Desert Wind Communications filing for a Certificate of Public Convenience and Necessity as well as the initial Resell interexchange tariff.

Please acknowledge receipt of this filing by returning, file-stamped, the extra copy of this cover letter in the self addressed stamped envelope provided for that purpose.

Questions regarding this filing may be directed to Matthew Schulman at 305-468-1645 or emailed to [reg@regnumgroup.com](mailto:reg@regnumgroup.com).

Sincerely,

Matthew Schulman  
Regulatory Consultant

dj/ms  
Enclosure

LIST OF  
ENCLOSURES

1. Application Form (7/14/03)
2. Attachment A
3. Attachment B
4. Attachment C
5. Attachment D
6. Attachment E

**ARIZONA CORPORATION Commission**

**Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services**

Mail original plus 13 copies of completed application to:

For Docket Control Only:  
(Please Stamp Here)

Docket Control Center  
Arizona Corporation Commission  
1200 West Washington Street  
Phoenix, Arizona 85007-2927

Please indicate if you have current applications pending in Arizona as an Interexchange reseller, AOS provider, or as the provider of other telecommunication services.

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

Type of Service: \_\_\_\_\_

Docket No.: \_\_\_\_\_ Date: \_\_\_\_\_ Date Docketed: \_\_\_\_\_

**A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION**

(A-1) Please indicate the type of telecommunications services that you want to provide in Arizona and answer the appropriate numbered items:

- Resold Long Distance Telecommunications Services (Answer Sections A, B).
- Resold Local Exchange Telecommunications Services (Answer Sections A, B, C)
- Facilities-Based Long Distance Telecommunications Services (Answer Sections A, B, D).
- Facilities-Based Local Exchange Telecommunications Services (Answer Sections A, B, C, D, E)
- Alternative Operator Services Telecommunications Services (Answer Sections A, B)

(A-2) The name, address, telephone number (including area code), facsimile number (including area code), e-mail address, and World Wide Web address (if one is available for consumer access) of the Applicant:

**DNR Enterprises, L.L.C. d.b.a. Desert Wind Communications**  
3404 West Cheryl Drive, Suite A175, Phoenix, Arizona 85051  
Phone: 602-978-0594 Fax: 602-978-9303 E-mail: dr8997@yahoo.com

(A-3) The d/b/a ("Doing Business As") name if the Applicant is doing business under a name different from that listed in Item (A -2):

**Desert Wind Communications**

(A-4) The name, address, telephone number (including area code), facsimile number (including area code), and E-mail address of the Applicant's Management Contact:

**Daniel Holloway - CEO**

**3404 West Cheryl Drive, Suite A175, Phoenix, Arizona 85051**

**Direct Dial: 602-978-0594 Fax: 602-978-9303 Email: dr8997@yahoo.com**

(A-5) The name, address, telephone number (including area code), facsimile number (including area code) and E-mail address of the Applicant's Attorney and/or Consultant:

**Matthew Schulman - Regulatory Consultant**

**Regnum Group, Inc., 8181 NW 36th Street, Suite #4, Miami, FL 33166**

**Telephone: 305-468-1645 Facsimile: 305-468-8509**

(A-6) The name, address, telephone number (including area code), facsimile number (including area code), E-mail address of the Applicant's Complaint Contact Person:

**Rachel Holloway - Customer Service Manager**

**3404 West Cheryl Drive, Suite A175, Phoenix, Arizona 85051**

**Direct Dial: 602-978-0594 Fax: 602-978-9303 Email: dr8997@yahoo.com**

(A-7) What type of legal entity is the Applicant?

Sole proprietorship

Partnership: \_\_\_ Limited, \_\_\_ General, \_\_\_ Arizona, \_\_\_ Foreign

Limited Liability Company: \_\_\_ Arizona,  Foreign

Corporation: \_\_\_ "S", \_\_\_ "C", \_\_\_ Non-profit

Domicile: \_\_\_ Arizona, \_\_\_ Foreign

Other, specify: \_\_\_\_\_

(A-8) Please include "Attachment A":

Attachment "A" must include the following information:

1. A copy of the Applicants Certificate of Good Standing as a domestic or foreign corporation, LLC, or other entity in the State of Arizona.
2. A list of the names of all owners, partners, limited liability company managers (or if a member managed LLC, all members), or corporation officers and directors (specify).
3. Indicate percentages of ownership of each person listed in A-8.2.

**Please refer to Exhibit A-8 / Attachment A**

(A-9) Include your Tariff as "Attachment B".

Your Tariff must include the following information:

1. Proposed Rates and Charges for each service offered (reference by Tariff page number).
2. Tariff Maximum Rate and Prices to be charged (reference by Tariff page number).
3. Terms and Conditions Applicable to provision of Service (reference by Tariff page number).
4. Deposits, Advances, and/or Prepayments Applicable to provision of Service (reference by Tariff page number).
5. The proposed fee that will be charged for returned checks (reference by Tariff page number).

**Please refer to Exhibit A-9 / Attachment B**

(A-10) Indicate the geographic market to be served:

Statewide. (Applicant adopts statewide map of Arizona provided with this application).

Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.

Describe in detail any such involvement. Please make sure you provide the following information:

1. States in which the Applicant has been or is involved in proceedings.
2. Detailed explanations of the Substance of the Complaints.
3. Commission Orders that resolved any and all Complaints.
4. Actions taken by the Applicant to remedy and/or prevent the Complaints from reoccurring.

**not applicable to Applicant**

(A-12) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any civil or criminal investigation, or had judgments entered in any civil matter, judgments levied by any administrative or regulatory agency, or been convicted of any criminal acts within the last ten (10) years.

Describe in detail any such judgments or convictions. Please make sure you provide the following information:

1. States involved in the judgments and/or convictions.
2. Reasons for the investigation and/or judgment.
3. Copy of the Court order, if applicable.

**not applicable to Applicant**

(A-13) Indicate if the Applicant's customers will be able to access alternative toll service providers or resellers via 1+101XXXX access.

Yes

No

(A-14) Is applicant willing to post a Performance Bond? Please check appropriate box(s).

For Long Distance Resellers, a \$10,000 bond will be recommended for those resellers who collect advances, prepayments or deposits

Yes

No

If "No", continue to question (A-15).

For Local Exchange Resellers, a \$25,000 bond will be recommended

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Lone Distance, a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

For Facilities-Based Providers of Local Exchange a \$100,000 bond will be recommended.

Yes

No

If "No", continue to question (A-15).

Note: Amounts are cumulative if the Applicant is applying for more than one type of service.

(A-15) If No to any of the above, provide the following information. Clarify and explain the Applicant's deposit policy (reference by tariff page number). Provide a detailed explanation of why the applicant's superior financial position limits any risk to Arizona consumers.

**Applicant does not require deposits or advance payments**

(A-16) Submit copies of affidavits of publication that the Applicant has, as required, published legal notice of the Application in all counties where the applicant is requesting authority to provide service.

Note: For Resellers, the Applicant must complete and submit an Affidavit of Publication Form as Attachment "C" before Staff prepares and issues its report. Refer to the Commission's website for Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication). For Facilities -Based Service Providers, the Hearing Division will advise the Applicant of the date of the hearing and the publication of legal notice. Do not publish legal notice or file affidavits of publication until your are advised to do so by the Hearing Division

**Please refer to Exhibit A-16 / Attachment C**

(A-17) Indicate if the Applicant is a switchless reseller of the type of telecommunications services that the Applicant will or intends to resell in the State of Arizona:

Yes

No

If "Yes", provide the name of the company or companies whose telecommunications services the Applicant resells.

Global Crossing or other licensed provider companies within the State of Arizona.

(A-18) List the States in which the Applicant has had an application approved or denied to offer telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona:

Note: If the Applicant is currently approved to provide telecommunications services that the Applicant intends to provide in Arizona in less than six states, excluding Arizona, list the Public Utility Commission ("PUC") of each state that granted the authorization. For each PUC listed provide the name of the contact person, their phone number, mailing address including zip code, and e-mail address.

No other states at the current time.

(A-19) List the States in which the Applicant currently offers telecommunications services similar to those that the Applicant will or intends to offer in the State of Arizona.

Note: If the Applicant currently provides telecommunication services that the Applicant intends to provide in Arizona in six or more states, excluding Arizona, list the states. If the Applicant does not currently provide telecommunications services that the Applicant intends to provide in Arizona in five or less states, list the key personnel employed by the Applicant. Indicate each employee's name, title, position, description of their work experience, and years of service in the telecommunications services industry.

No other states at the current time.

(A-20) List the names and addresses of any alternative providers of the service that are also affiliates of the telecommunications company, as defined in R14-2-801.

No alternative providers or affiliates.

#### & FINANCIAL INFORMATION

(B-1) Indicate if the Applicant has financial statements for the two (2) most recent years.

Yes

No

If "No," explain why and give the date on which the Applicant began operations.

LLC was formed in August 2003 and will begin operations as soon as permitted.

**Bank statement showing financial ability is attached in Exhibit B-1/Attachment D**

(B-2) Include "Attachment D".

Provide the Applicant's financial information for the two (2) most recent years.

1. A copy of the Applicant's balance sheet.
2. A copy of the Applicant's income statement.



3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

Note: Make sure "most recent years" includes current calendar year or current year reporting period.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.  
**not applicable to Applicant**

(B-4) The Applicant must provide the following information.

1. Provide the projected total revenue expected to be generated by the provision of telecommunications services to Arizona customers for the first twelve months following certification, adjusted to reflect the maximum rates for which the Applicant requested approval. Adjusted revenues may be calculated as the number of units sold times the maximum charge per unit.
2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.
3. Provide the net book value (original cost less accumulated depreciation) of all Arizona jurisdictional assets expected to be used in the provision of telecommunications service to Arizona customers at the end of the first twelve months of operation. Assets are not limited to plant and equipment. Items such as office equipment and office supplies should be included in this list.
4. If the projected value of all assets is zero, please specifically state this in your response.
5. If the projected fair value of the assets is different than the projected net book value, also provide the corresponding projected fair value amounts.

**Please refer to Exhibit B-4 / Attachment E**

**C. RESOLD AND/OR FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(C-1) Indicate if the Applicant has a resale agreement in operation,

Yes

No

If "Yes", please reference the resale agreement by Commission Docket Number or Commission Decision Number.

**D. FACILITIES -BASED LONG DISTANCE AND/OR FACILITIES BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in the State of Arizona. This item applies to an Applicant requesting a geographic expansion of their CC&N:

Yes

No

If "Yes," provide the following information:

1. The date or approximate date that the Applicant began selling facilities -based long distance telecommunications services AND/OR facilities -based local exchange telecommunications services for the State of Arizona.
2. Identify the types of facilities -based long distance telecommunications services AND/OR facilities -based local exchange telecommunications services that the Applicant sells in the State of Arizona.

If "No," indicate the date when the Applicant will begin to sell facilities -based long distance telecommunications AND/OR facilities -based local exchange telecommunications services in the State of Arizona:

(D-2) Check here if you wish to adopt as your petition a statement that the service has already been classified as competitive by Commission Decision:

- Decision # 64178 Resold Long Distance
- Decision # 64178 Resold LEC
- Decision # 64178 Facilities Based Long Distance
- Decision # 64178 Facilities Based LEC

**E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES**

(E-1) Indicate whether the Applicant will abide by the quality of service standards that were approved by the Commission in Commission Decision Number 59421:

- Yes  No

(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

- Yes  No

(E-3) Indicate that the Applicant's switch is "fully equal access capable" (i.e., would provide equal access to facilities-based long distance companies) pursuant to A.A.C. R14-2-1111 (A):

- Yes  No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article I 1) and that the company will abide by Arizona state law including the Arizona Corporation Commission Rules. I agree that the Commission's rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge the information provided in this Application and Petition is true and correct.

[Handwritten Signature]  
(Signature of Authorized Representative)

10-10-03  
(Date)

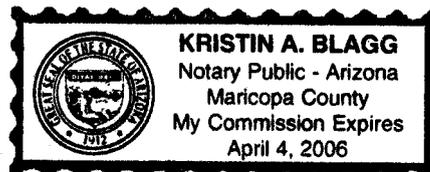
Daniel Holloway  
(Print Name of Authorized Representative)

Chief Executive Officer (CEO)  
(Title)

SUBSCRIBED AND SWORN to before me this 14 day of October, 2003

[Handwritten Signature]  
NOTARY PUBLIC

My Commission Expires 4.4.06



**Attachment A  
(Exhibits A-8)**

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

Exhibit A-8 (1)

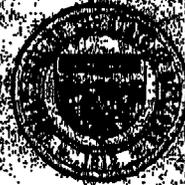
CERTIFICATE OF GOOD STANDING

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

# STATE OF ARIZONA



## Office of the CORPORATION COMMISSION

### CERTIFICATE OF REGISTRATION

To all to whom these presents shall come, greeting:

I, James G. Jones, Interim Executive Secretary of the Arizona Corporation Commission, do hereby certify that

**\*\*\*DNR ENTERPRISES, L.L.C.\*\*\***

a Foreign Limited Liability company organized under the laws of the jurisdiction of Nevada did obtain a Certificate of Registration in Arizona on the 27th day of August 2003.

This certificate relates only to the legal authority of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition of business activities and practices.

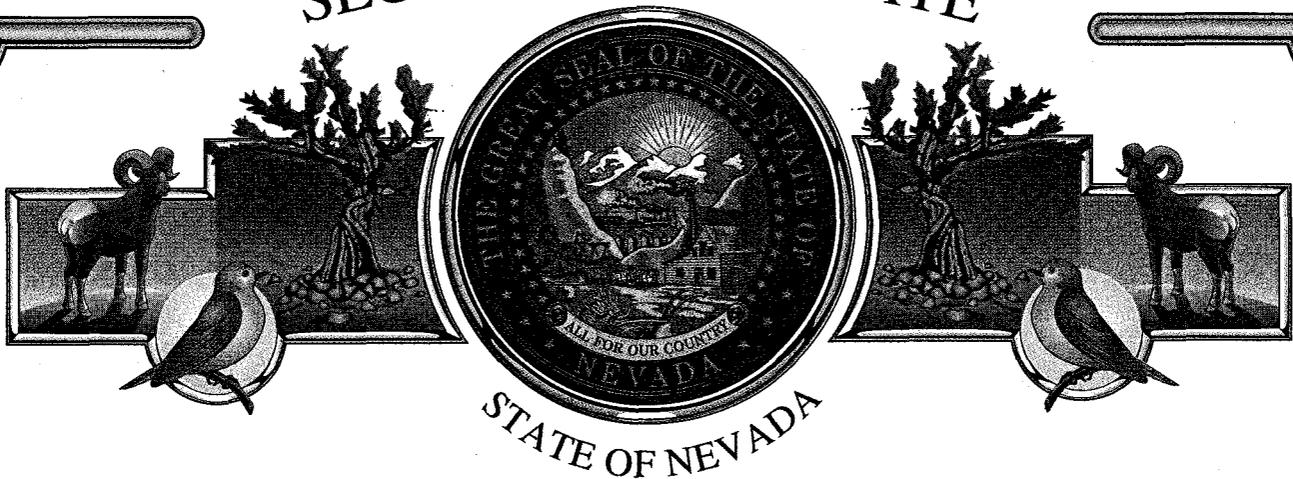
In witness whereof, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 4th day of September, 2003, A.D.



Interim Executive Secretary

By *J. G. Jones*

# SECRETARY OF STATE



## CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, DEAN HELLER, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence **DNR ENTERPRISES, L.L.C.**, as a limited-liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since August 5, 2003, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office, in Carson City, Nevada, on October 2, 2003.

*Dean Heller*

DEAN HELLER  
Secretary of State

By

*[Signature]*  
Certification Clerk

Exhibit A-8 (2)

Owners, Partners, Company Managers,  
Corporate Officers and Directors

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

---

**DNR Enterprises, L.L.C.**

A Nevada Limited Liability Company

**d.b.a. Desert Wind Communications**

A-8 (2&3) A list of all owners, partners, limited liability company managers which/whom maintains a principal business address at 3404 West Cheryl Drive, Suite # A-175, Phoenix, Arizona 85051:

- |     |                                  |                                      |
|-----|----------------------------------|--------------------------------------|
| 2.1 | Owners & Members                 | Percent Owned                        |
|     | Daniel F. Holloway               | 65%                                  |
|     | Regla Megret                     | 35%                                  |
| 2.2 | Tax Matters Member:              |                                      |
|     | Daniel Holloway                  |                                      |
| 2.3 | Managers                         |                                      |
|     | Matthew Young                    | Manager #1                           |
| 2.4 | Operational Positions and Titles |                                      |
|     | Daniel Holloway                  | Chief Executive Officer & Treasurer  |
|     | Regla Megret                     | President                            |
|     | Rachel Holloway                  | Customer Service Manager & Secretary |

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

**Attachment B  
(Exhibit A-9)**

**Arizona Intrastate – Interexchange Tariff**

**Initial Filing**

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

Arizona Intrastate – Interexchange Tariff

Initial Filing

Tariff Check List:	Section	Tariff page
1. Proposed Rates and Charges	4	27
2. Maximum Rate and Prices	4	27
3. Terms and Conditions	2	12
4. Deposits and Advanced Payments	2	15
5. Proposed Fee For NSF Payment(s)	2	18

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

**DESERT WIND COMMUNICATIONS**

**ARIZONA**

**RATES, TERMS, AND CONDITIONS FOR SERVICE**

**FOR**

**INTRASTATE LONG DISTANCE SERVICES**

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

**TITLE SHEET**

**ARIZONA INTRASATE TELECOMMUNICATIONS TARIFF**

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by DNR Enterprises, L.L.C d.b.a. Desert Wind Communications with principal offices at 3404 West Cheryl Drive, Suite A175, Phoenix, Arizona 85051. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporate Commission (ACC), and copies may be inspected during normal business hours at the Company's principal place of business.

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

---

**CHECK SHEET**

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

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
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31	Original
32	Original
33	Original
34	Original

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

---

**TABLE OF CONTENTS**

Cover Sheet.....1  
Title Sheet.....2  
Check Sheet.....3  
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Table of Contents .....5  
Symbols Sheet .....6  
Tariff Format Sheets.....7  
Section 1 - Technical Terms and Abbreviations.....8  
Section 2 - Rules and Regulations.....12  
Section 3 - Service Description.....19  
Section 4 – Rates.....27

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

**SYMBOLS SHEET**

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

- 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 Reduction To A Customer's Bill
- T - Change in Text Or Regulation But No Change In A Rate Or Charge

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

---

**TARIFF FORMAT SHEETS**

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the ACC. For example, the 4th revised Sheet 14. Because of various suspension periods, deferrals, Etc., the ACC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
  - 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a) I.
  - 2.1.1.A.1 (a) I. ( i ).
  - 2.1.1.A.1 (a) I. ( i ). ( 1 ).
- D. Check Sheets - When a tariff filing is made with the ACC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the ACC.

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

1.1 Definitions.....9  
1.2 Abbreviations.....11

---

ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

Daniel Holloway – CEO  
3404 West Cheryl Drive, Suite A175  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

---

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**1.1 Definitions**

**ACC** – Arizona Corporation Commission (also see Commission)

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

**Authorization Code** - A numerical code, one or more of which are available to a Customer’s End User to enable him/her to access the Company, and which are used by 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.

**Casual Calling** – Access to Company’s network and the subsequent use of Service by an End User Customer through the dialing of a carrier access code in the format 101XXX, where the four (4) digits represented by the “X” are the unique Carrier Identification Code (CIC) assigned to Company.

**Commission** – The Arizona Corporation Commission (ACC).

**Company or Desert Wind** - Used throughout this tariff to mean DNR Enterprises, L.L.C. d.b.a. Desert Wind Communications.

**Connecting Carrier** – A telecommunications company, which may be either an interexchange or a local exchange carrier that supplies the Company with facilities to originate or terminate the Company’s long distance services.

**Customer** - The person, firm, corporation or other entity, which orders service and is responsible for payment of charges due and compliance with the Company’s tariff regulations.

**Day** - From 8:00 AM up to, but not including, 5:00 PM local time, Sunday through Friday.

**End User** – The ultimate user of a telecommunications service which either; (1) orders the service through a certified Reseller Company or (2) uses the Company’s Service directly as a Enduser Customer (3) Or, access the Company’s Service dialing the Company’s designated access code or other access number.

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

**Holidays** - The Company’s recognized holidays are New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued**

**1.1 Definitions continued**

**Individual Case Basis (ICB)** – Determines involving situations where nonstandard arrangements are required to satisfy specialized needs. The nature of such Service requirements makes it difficult or impossible to establish general Tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they shall be offered pursuant to such terms and conditions when set forth in writing and subscribed to by authorized representatives of Customer and Company.

**Interconnection** – The linkage used to join two or more communications units, such as systems, networks, links, nodes, equipment, circuits, and devices in two or more exchanges.

**Local Access** – The portion of the Service between a customer premise and a Company designated POP.

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

**Off-hook** – the condition that exists when an operational telephone instrument or other user instrument is in use.

**On-hook** – the condition that exist when an operational telephone, or other instrument, is not in use.

**Reseller** – A company licensed by the ACC, which purchase Service from the Company through a Service Agreement and resells service to its End Users or other licensed Carriers. End Users of a Reseller are not Customers of the Company. A Reseller must be authorized to operate in Arizona before it can resell Services to its End Users.

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

**Telecommunications** - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS continued**

**1.2 Abbreviations**

**ACC** – Arizona Corporation Commission

**CCLC** – Carrier Common Line Charge

**CCS** - hundred call-seconds

**COCOT** – Coin Operated Customer Owned Telephone

**CPE** – Customer Provided Equipment

**DEMARC** - Point of Demarcation

**ICB** – Individual Case Basis

**LATA** – Local Access Transport Area

**LEC** – Local Exchange Company

**MTS** – Message Toll Service

**PBX** – private Branch Exchange

**POP** – Point of Presence

**SAL** – special Access Line

**TDD** – Telecommunications Device for the Deaf

**V & H** – Vertical and Horizontal

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**SECTION 2 - RULES AND REGULATIONS**

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company.**

The Company's services and/or facilities are furnished for communications originating at specified points within the State of Arizona under terms of this tariff.

The Company installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It 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 Company's network. The Customer shall be responsible for all charges due for such service arrangements.

The Company's primary business is the furnishing of Intrastate, Interstate, and International long distance services to its Customers or to licensed telecommunications reseller companies, licensed common carriers, or local exchange companies. Also, End Users may access the company's services by utilizing casual calling. The Company is not a COCOT and has no plans at this time to actually provide coin telephones nor to offer such services other than the sale of its (the Company's) long distance services to the licensed providers companies within the State of Arizona.

The Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

**2.2 Use of Facilities and Service**

2.2.1 Service may be used for any lawful purpose by the Customer or any End User.

2.2.2 The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, number process, or code. All right, title and interest to such items remains, solely and at all times, with the Company.

2.2.3 Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the Customer's option. The Customer remains solely responsible for all use of service ordered, by it, or billed to its account(s) pursuant to this Tariff, for determining who is authorized to use the service, and for promptly notifying the Company of any unauthorized use. The Customer may advise its customers that a portion of its service is provided by the Company, but the Customer shall not represent that the Company jointly participates with the Customer in the provision of service.

2.2.3.1 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.

2.2.3.2 Customers reselling or rebilling services must have an Certificate to provide telecommunications service with the Arizona Corporation Commission.

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.3 Limitations.**

- 2.3.1 The Included tariff language does not constitute a determination by the Commission (ACC) that a limitation of liability imposed by the Company should be upheld in a court of law. Acceptance for filing by the Commission recognizes that it is a court's responsibility to adjudicate negligence and consequential damage claims. It is also the court's responsibility to determine the validity of the exculpatory clause.
- 2.3.2 Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provision of this Tariff. The Company may decline applications for service to or from a location where the necessary facilities or equipment are not available. The Company may discontinue furnishing service in accordance with the terms of this tariff.
- 2.3.3 The Company reserves the right to discontinue furnishing service, or limit the use of service, upon written notice, when necessitated by conditions beyond its control, or when the customer is using service in violation of the law or the provisions of this tariff.
- 2.3.4 The Company shall be indemnified and held harmless by the Customer against:
  - (A) Claims for libel, slander, or infringement of copyright arising out of the material, data, information or other content transmitted over the Company's facilities.
  - (B) All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.3.5 The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.4 Use and Ownership of Equipment**

The Company's equipment, apparatus, channels, and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition (subject to reasonable wear and tear). The Customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the Customer's premise, or the Customer's Customer premise, including loss or damage caused by agents, employees, or independent contractors of the Customer through any negligence.

**2.5 Minimum Period of Service**

The minimum period for which services are provided and for which rates and charges are applicable is one month unless otherwise specified. When a service is disconnected prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.6 Payment for Service Rendered**

2.6.1 Service is provided and billed on a monthly basis. Bills are due and payable upon receipt. In the event that the Company incurs fees or expenses, including attorney's fees, collection, or attempting to collect, any charges owed to the Company, the Company may charge the Customer all such fees and expenses reasonably accruing at the rate of 1.5% per month or the highest rate allowed by law, whichever is lower. Collection fees on overdue charges shall begin to accrue when the Account is assigned to an outside collection agency. Such collection fees are separate and distinct from attorney's fees and other costs incurred in collecting charges owed to the Company.

2.6.2 The Customer is responsible for payment of all charges for service furnished to the Customer, or the Customer's agents, End Users, or customers. All charges due by the Customer are payable to the Company or the Company's authorized billing agent. Any objection to billed charges must be reported promptly to the Company. All undisputed charges must be paid as per terms on the bill.

2.6.3 The Company reserves the right to charge a fee of \$30.00 (thirty) US Dollars, or as allowed by Arizona law, whichever is higher, whenever a check or a draft presented for payment of service is returned for non-payment by the institution upon which it is written. Return of a check or draft for non-payment shall provide the Company with the right to discontinue service as stated in section 12.2.7.1

2.6.4 **Application of Late Payment Charge**

2.6.4.1 Late payment charges do not apply to final accounts.

2.6.4.2 Late payment charges do no apply to governmental agencies of the State of Arizona. These agencies are required to make payment in accordance with Arizona Law governing financial responsibility of the State, its agencies, commissions, departments, etc.

**2.7 Deposits**

The Company does not require a deposit from the Customer.

**2.8 Advance Payments**

The Company does not require advanced deposits.

**2.9 Taxes**

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

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.10 Inspection, Testing, and Adjustment**

- 2.10.1 The Company may upon reasonable request and /or notice make such test and inspections as may be necessary to determine whether the terms and conditions of this Tariff are being complied with in the installation, operation, and maintenance of the Customer's, the Customer's Customers or End Users, or the Company's facilities or equipment. The Company may interrupt service at any time, without penalty or liability, due to the departure from or reasonable suspicion of the departure from any of these terms and conditions.
- 2.10.2 The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer, the Customer's Customers or the Customer's End Users, at any reasonable hour for the purpose of inspecting, repairing, testing, or removing any part of the Company's equipment or facility(ies).
- 2.10.3 Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such test and adjustments as may be necessary to maintain the Company's scheduled maintenance program to ensure Company equipment and or furnished facilities are kept-up in a condition satisfactory to the Company. No interruption allowance will be made for the time during which test and adjustments are made, unless such interruptions exceeds twenty-four hours in length and is requested by the Customer.

**2.11 Interruption of Service**

- 2.11.1 It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, or equipment furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.11.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.11.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

$$\text{Credit} = A/B \times C$$

"A" - outage time in hours

"B" - 720 hours in month

"C" - total monthly charge for affected facility

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.12 Suspension or Termination of Service**

2.12.1 The Company , after notice in writing to the Customer, and after having given the Customer the appropriate, ten work days (excluding weekends and holidays) from mailing, opportunity to respond to such notice, may suspend or terminate service and/or cancel an application for service, and sever the connection(s) from the Customer’s premises without incurring any liability for any of the following reasons:

2.12.1.A Non-payment of any sum, which is not in written dispute, due to the Company for any bill rendered more than thirty days beyond the date of rendition of the bill for such service.

2.12.1.B A violation of any regulation governing the service under this tariff.

2.12.1.C A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.

2.12.1.D In the event of unauthorized use, where the Customer fails to take reasonable steps to prevent the unauthorized used of the facilities or service received from the Company.

2.12.1.E The Company has given the customer notice and has allowed a reasonable time to comply with any rule, remedy, or deficiency.

2.12.2 The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the Customer when in the judgment of the Company there is a probability of injury or damage to Company or telephone personnel, plant, property, or service which is occurring, or is likely to occur.

2.12.3 Abandonment or Unauthorized Use of Facilities

2.12.3.A If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the Customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate access service.

2.12.4 Emergency Termination Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

2.12.5 Government, Court, or Commission Order

The Company will immediately terminate the service of any Customer by order of any governmental agency either federal or state having the authority, at the order of a court, or upon being ordered by the ACC.

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**SECTION 2 - RULES AND REGULATIONS continued**

**2.12 Suspension or Termination of Service continued**

**2.12.6 Cancellation Credit**

When the Company cancels service or the provision of equipment and the final service period is less than the monthly billing a credit will be issued for any amounts billed in advance, prorated at 1/30<sup>th</sup> the monthly recurring charge for each day service was rendered or the equipment was provided. The credit will be issued to the Customer or applied against the balance remaining on the Customer's account.

**2.12.7 Non-Sufficient / Returned Checks**

2.12.7.1 The Company, at its discretion, may immediately temporarily suspend the service of any Customer, who, makes, draws, or delivers to the Company a check or draft on a bank or depository for payment of services, which is denied payment by the financial institution. Customer shall be charged a fee of \$30.00 (thirty) US Dollars, or as allowed by Arizona law, whichever is higher, whenever a check or a draft presented for payment of service is returned for non-payment by the institution upon which it is written

2.12.7.2 In the event of a temporary suspension of service for Non-Sufficient / Returned Checks the Company, after notice in writing via certified U.S. Mail to the Customer, and after having given the Customer the appropriate, ten work days (excluding weekends and holidays) from mailing, opportunity to respond to such notice, may suspend or terminate service and/or cancel an application for service, and sever the connection(s) from the Customer's premises without incurring any liability.

2.12.7.3 Upon and in the event that the Customer makes full monetary restitution to the Company at any time during the ten day temporary suspension as outlined in 2.12.7.2 above, the Customer's service will be restored and the Customer will not be penalized by the Company in any manner other than those outlined above in 2.12.7.1. The Customer will be provided credit as outlined in 2.12.6 above for the interim period of the permanent suspension of service.

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**SECTION 3 – SERVICE DESCRIPTION**

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**SECTION 3 – SERVICE DESCRIPTION**

**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 disconnects.

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 day following acceptance by the Customer of Company's service or equipment. The end of service date is the last day for which service was provided by the Company or the last day of any required notification period, whichever is later.

**3.3 Interconnection**

Service furnished by the Company may be interconnected with services or facilities of other authorized communications resellers or common carriers and with private systems, subject to the technical limitations established by the Company. Service furnished by the Company is not part of a joint undertaking as described in Section 2.2 of this tariff. Any special interface equipment of the Company and other participating underlying carriers or common carriers shall be provided at the Customer's expense.

Interconnection with the facilities or services of underlying carriers shall be under the applicable terms and conditions of the underlying carriers' tariff. The Customer shall secure all right-of-ways, and other arrangements necessary for interconnection.

A reseller of Company services is responsible for taking all necessary legal steps for interconnecting his End User by providing terminal equipment or communications systems for establishing interconnection with the Company.

**3.4 Terminal Equipment**

The Company's service may be used with or terminated in CPE terminal equipment or communication system(s), such as PBX's, Key Systems, teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the provided customer, except as otherwise agreed in advance and in writing. The Customer is responsible for all cost at their premises, including personnel, wiring, electrical power, and the like incurred in the use of the Company's service. When such CPE terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunication industry.

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**SECTION 3 – SERVICE DESCRIPTION continued****3.5 Calculation of Distance**

Usage charges for any mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call(s).

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 industry:

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

**3.6 Minimum Call Completion Rate**

The Customer can expect a call completion rate of 99% for Intrastate and Interstate domestic U.S. calls attempted during peak use periods for all Feature Group D "1+" services.

**3.7 Network Management**

The Company will administer its network to provide acceptable service levels to all telecommunications users of the Company's network services. Generally, service levels are considered acceptable only when both End Users and Customers are able to establish connections with little or no delay encountered within the Company's network. The Company maintains the right to apply protective controls, (i.e., those actions, such as call gapping, which selectively cancel the completion of any traffic carried over its network), including that associated with a Customer's service. Generally, such protective measures would only be taken as a result of occurrences such as a failure or overload of Company or customer facilities, natural disasters, mass calling or national security demands.

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**SECTION 3 – SERVICE DESCRIPTION continued**

**3.8 Usage Charges and Billing Increments**

**3.8.1 Usage Charges**

Unless flat rated, usage-charges are determined by the time of day rate periods and minutes of use within each rate period. The rate period is determined by the time and day of call origination at the Customer's location.

**3.8.2 Billing Increments**

Usage is billed in an initial one (1) minute increment and in six (6) second increments thereafter. Partial usage will be rounded up to the next highest minute.

**3.8.3 Rounding**

All calls are rounded to the next highest billing interval. Total charge for a fraction of a cent will be rounded to the next highest whole cent.

**3.8.4 Volume Based Plan Enrollment**

**3.8.4.A** Placement into various plans is dependent upon prior actual monthly usage or estimated monthly usage.

**3.8.4.A.1** Customer may request change from initial plan to a higher usage lower rated plan upon request.

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**SECTION 3 – SERVICE DESCRIPTION continued**

**3.9 Service Offerings**

**3.9.1 Message Toll Service**

“1+” Feature Group D (FGD) service is offered to customers and casual callers (when using 10-10 dial around service). The service permits direct dialed outbound calling at a single per minute rate. Service is provided from dedicated or shared use access lines. Calls are billed in one-minute increments.

**3.9.2 800 / 888 (Inbound) Long Distance Service**

800 / 888 (Inbound) Long Distance Service is offered to residential and business customers. The service permits inbound 800/888 calling at a single per minute rate. Service is provided from presubscribed, dedicated or shared use access lines. Calls are billed in One Minute increments, with One Minute call duration. A minimum monthly service charge requirement applies. Customers whose monthly usage is less than the minimum will be billed the minimum amount.

800/888 service is virtual banded inbound toll service. Access is gained by dialing a ten-digit telephone number, which terminates at the Customers location . 800/888 services originate via normal shared use facilities and are terminated via the Customer’s or the Customer’s Customers local exchange service access line.

The Company will accept a prospective 800/888 service customer’s request for up to ten (10) 800/888 telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for 800/888 number reservations must be made in writing, dated, and signed by a responsible representative of the Customer. The Company does not guarantee the availability of 800/888 numbers until assigned. The 800/888 service telephone number(s) requested by the customer, if found to be available, will be reserved for and furnished to the eligible customer.

If a Customer who has received an 800/888 number does not subscribe to 800/888 service within ninety (90) days, the Company reserves the right to make the assigned number available for use by another Customer.

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3.9.3 **Prepaid Calling Card Service**

The Company may at some time produce and arrange for distribution and sale of wholesale Prepaid Calling Cards. These Prepaid Calling Cards will be brand marked by the Company and exclusively utilize the Company's long distance network for both domestic and international calling.

- A. End Users may purchase the Company's Prepaid Calling Cards at a variety of retail outlets or through other distribution channels.
- B. Prepaid Calling Card Services will be available with card face values of five dollars (\$5.00), ten dollars (\$10.00), and twenty dollars (\$20.00) or any other one-dollar (\$1.00) U.S. increments.
- C. The Prepaid Calling Card usage procedure consist of:
  - 1. The End User will dial either a local number or a toll free number, as applicable to the End Users locality, whichever is printed on the card.
  - 2. Upon connection to the Company's switch, the End User is prompted by an automated voice response system to enter the Authorization Code specific for the End User's card.
  - 3. Following verification by the Company's switch, the End User is prompted to enter the called-to-number and/or terminating number.
  - 4. Company answer supervision equipment verifies called-to-number has gone "off-hook" when the called-to-number is answered, and the Company's calling card billing platform begins metering the completed call for duration.
  - 5. Upon call completion, when the Company's answer supervision indicates to the billing platform the called-to-number has gone "on-hook" and/or "hangs up", the total consumed Telecom Units for the call is deducted from the remaining Telecom Unit balance on the End User's Prepaid Calling Card.

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**SECTION 3 – SERVICE DESCRIPTION continued**

**3.9.3 Prepaid Calling Card Service continued**

- D. All calls must be charged against a Prepaid Calling Card that has a sufficient telecom Unit balance.
  - 1. An End User's call will be interrupted by a mechanical automated voice announcement when the balance is about to be depleted.
  - 2. In order to continue the call, the End User can either call the toll free number on the back of the Prepaid Calling Card for service and "recharge" the balance on the card using a nationally recognized credit card, or the End User can throw the card away and purchase a new one.
  - 3. The Company will terminate calls in progress if the balance of the Prepaid Calling Card's is insufficient to continue the call and the End User fails to enter the number of another valid, Company issued, Prepaid Calling Card.
  
- E. A Company issued Prepaid Calling Card will expire on the date indicated on the card, or if no date is specified, (12) twelve months from the date of first usage, or the date of last recharge, whichever is later. The Company will not refund unused balances.
  
- F. Prepaid Calling Card Credit Allowance:
  - 1. A credit allowance is applicable for, but not limited to, calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call.
  - 2. To receive a credit allowance the End User must notify the Company by using the designated toll-free number printed on the Prepaid Calling Card and report the trouble experienced (e.g., cut-off, noisy circuit, no response, etc.) and the approximate time that the call was placed.
  - 3. When a call charged to a Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions; the End User will receive a credit equivalent to the call duration.

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

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**SECTION 3 – SERVICE DESCRIPTION continued**

**3.9.3 Prepaid Calling Card Service continued**

- G. Credit for failure of service shall also be allowed for failure of power, equipment, or systems, which are provided for and are the responsibility of the Company if such failures occur while a completed call is in progress.
- H. Credit allowances will not be given for interruptions that are due to the failure of power, equipment or systems not provided by the Company.
- I. Credit allowances will not exceed the issued card face value as shown in B. above.
- J. The Company will block all calls beginning with the NPA “900” and NXX “976” calls, therefore such calls cannot be completed.

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**SECTION 4 - RATES**

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**SECTION 4 - RATES**

**4.1 Switched 1+ MTS Rates**

Basic Commercial Plans: (note: Basic rates apply verbatim for casual calling)

Plan	Monthly Usage		Maximum Rate Per Minute
No.1	\$ -	to \$ 99.99	\$ 0.3000
No.2	\$ 100.00	to \$ 199.99	\$ 0.3000
No.3	\$ 200.00	to \$ 299.99	\$ 0.2500
No.4	\$ 300.00	to \$ 499.99	\$ 0.2500
No.5	\$ 500.00	to	\$ 0.2500

Value Commercial Plans:

Plan	Monthly Usage		Maximum Rate Per Minute
No.6	\$ -	to \$ 199.99	\$ 0.2500
No.7	\$ 200.00	to \$ 399.99	\$ 0.2500
No.8	\$ 400.00	to \$ 699.99	\$ 0.2000
No.9	\$ 700.00	to \$ 999.99	\$ 0.2000
No.10	\$ 1,000.00	to	\$ 0.2000

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**SECTION 4 - RATES**

4.2

**Inbound 800/888 Service Rates**

A maximum monthly recurring charge of up to \$15.00 will be incurred in addition to the rates set forth below

Basic Commercial Plans: (note: Basic rates apply verbatim for casual calling)

Plan	Monthly Usage		Maximum Rate Per Minute
No.1	\$ -	to \$ 99.99	\$ 0.3000
No.2	\$ 100.00	to \$ 199.99	\$ 0.3000
No.3	\$ 200.00	to \$ 299.99	\$ 0.2500
No.4	\$ 300.00	to \$ 499.99	\$ 0.2500
No.5	\$ 500.00	+	\$ 0.2500

Value Commercial Plans:

Plan	Monthly Usage		Maximum Rate Per Minute
No.6	\$ -	to \$ 199.99	\$ 0.2500
No.7	\$ 200.00	to \$ 399.99	\$ 0.2500
No.8	\$ 400.00	to \$ 699.99	\$ 0.2000
No.9	\$ 700.00	to \$ 999.99	\$ 0.2000
No.10	\$ 1,000.00	+	\$ 0.2000

ISSUED:

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By:

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**SECTION 4 - RATES, Continued**

**4.3            Dedicated Outbound WATS Service Rates**

Plan	Monthly Usage		Maximum Rate Per Minute
No.11	\$ 2,500.00	to \$ 4,999.99	\$ 0.2000
No.12	\$ 5,000.00	to \$ 7,499.99	\$ 0.2000
No.13	\$ 7,500.00	+ \$ -	\$ 0.2000

**4.4            Dedicated Inbound 800/888 Service Rates**

Plan	Monthly Usage		Maximum Rate Per Minute
No.11	\$ 2,500.00	to \$ 4,999.99	\$ 0.2000
No.12	\$ 5,000.00	to \$ 7,499.99	\$ 0.2000
No.13	\$ 7,500.00	+ \$ -	\$ 0.2000

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By:

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**4.5 Prepaid Calling Cards****Prepaid Calling Card#1**

Rate per minute:	\$ .079
Maintenance Surcharge:	\$.35
Per Call Surcharge	\$.00
Payphone Surcharge:	\$.35

**Prepaid Calling Card#2**

Rate per minute:	\$.099
Maintenance Surcharge	\$.25
Per Call Surcharge	\$.25
Payphone Surcharge	\$.35

**Prepaid Calling Card#3**

Rate per minute:	\$.065
Maintenance Surcharge	\$.35
Per Call Surcharge	\$.00
Payphone Surcharge	\$.35

**Prepaid Calling Card#4**

Rate per minute:	\$.085
Maintenance Surcharge	\$.25
Per Call Surcharge	\$.25
Payphone Surcharge	\$.35

**Prepaid Calling Card#5**

Rate per minute:	\$.059
Maintenance Surcharge	\$.45
Per Call Surcharge	\$.35
Payphone Surcharge	\$.35

**Prepaid Calling Card#6**

Rate per minute:	\$.019
Maintenance Surcharge:	\$.00
Per Call Surcharge	\$.25
Payphone Surcharge:	\$.35

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SECTION 4 - RATES continued

4.5 Prepaid Calling Cards continued

Prepaid Calling Card#7

Rate per minute:	\$ .02
Maintenance Surcharge	\$.50
Per Call Surcharge	\$.49
Payphone Surcharge	\$.35

Prepaid Calling Card#8

Rate per minute:	\$ .01
Maintenance Surcharge	\$.50
Per Call Surcharge	\$.59
Payphone Surcharge	\$.35

Prepaid Calling Card#9

Rate per minute:	\$.015
Maintenance Surcharge	\$.00
Per Call Surcharge	\$.49
Payphone Surcharge	\$.35

Prepaid Calling Card#10

Rate per minute:	\$.025
Maintenance Fee:	\$.00
Per Call Surcharge	\$.49
Payphone Surcharge	\$.35

Prepaid Calling Card#11

Rate per minute:	\$.019
Maintenance Surcharge	\$.00
Per Call Surcharge	\$.25
Payphone:	\$.35

---

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By:

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**SECTION 4 - RATES continued**

**4.6 Miscellaneous Charges**

**4.6.1 Special Promotions**

The company will, from time to time, offer special promotions to its customers waiving certain charges. These promotions will be approved by the ACC with specific starting and ending dates, and will be part of this tariff.

**4.6.2 Directory Assistance**

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

**Directory Assistance, per call: \$.75**

**4.6.2.B Limitations**

The following types of calls are not permitted for Desert Wind, 1+, Dedicated, and Casual Calling long distance service(s):

- 4.6.2.B.1 Collect.
- 4.6.2.B.2 Billed to third number.
- 4.6.2.B.3 Person-to-person
- 4.6.2.B.4 Operator assisted
- 4.6.2.B.5 Mobile calls and
- 4.6.2.B.6 Calls to 900, 976, and 0+.

---

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EFFECTIVE: \_\_\_\_\_

By:

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---

**SECTION 4 - RATES continued**

**4.7 Special Rates For The Hearing Disabled**

**4.7.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge (1/2) one-half the prevailing per call tariff rate for every call in excess of (50) fifty directory assistance inquiries made within a monthly billing cycle.

**4.7.2 Hearing and Speech Impaired Persona**

Interstate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening, holiday, and night calls.

**4.7.3 Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing the relay calls specifically discount each call by (50%) fifty-percent of the otherwise applicable rate. For a voice nonrelay call whenever either the calling or called party indicates one of the parties (either party) has both a hearing and visual impairment, the call shall be discounted by (60%) sixty-percent of the otherwise applicable rate of a voice nonrelay call.

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ISSUED:

EFFECTIVE: \_\_\_\_\_

By:

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Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

**Attachment C  
(Exhibit A-16)**

**Affidavits of Publication  
(PENDING)**

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

**Attachment D  
(Exhibit B-1)**

**Financial Statements**

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303



BANK OF AMERICA, N.A. (THE "BANK")

Transaction History

DNR ENTERPRISES, LLC DBA

BUSINESS ECONOMY CHKG

DESERT WIND COMMUNICATIONS

004654841297

Last Posting Date 9/15/2003

Since Last Statement Summary

Last Statement Date

Balance Last Statement		\$	0.00
Deposits/Credits	# 2	+	39,244.00
Withdrawals/Debits	# 1	-	10.00
<b>Current Balance</b>		\$	<b>39,234.00</b>

Date	Amount	Balance	Transaction
9/12/2003	30894.00	30894.00	AZ TLR transfer Banking
9/15/2003	8350.00	39244.00	WIRE TYPE:WIRE IN DATE:
9/15/2003	10.00	39234.00	Wire Transfer Fee

\*\*\* No More Activity For This Account \*\*\*

- Items marked Pending have not yet been paid because they could cause your account to be overdrawn. If the Bank pays or returns this item, a service charge may result.
- \* = Item(s) included in Previous Statement(s).

For additional information or service, please contact the Customer Service Center at 800-944-0404

**Attachment E  
(Exhibit B-4)**

**Section 1  
Projected Total Revenue  
1<sup>st</sup> Twelve Months**

**Section 2  
Operating Expenses**

**Section 3  
Current Value of Assets**

**Section 4  
Projected Value of Assets**

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
Direct Dialed: 602-978-0594 Facsimile: 602-978-9303

Application and Petition for Certificate of Convenience and Necessity  
to Provide Resold Intrastate Telecommunications Services Within the State of Arizona

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1. Projected total revenue first twelve (12) months:  
\$259,220
2. Operating Cost Expected to be incurred first twelve (12) months:  
\$234,835
3. Net book value of (original cost less accumulated depreciation) of all  
Arizona jurisdictional assets for the first twelve (12) months:  
\$15,000
4. Projected fair value amount:  
*Not applicable*

---

By:

Daniel Holloway – CEO  
DNR Enterprises, L.L.C. – d.b.a. Desert Wind Communications  
Phoenix, Arizona 85051  
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DNR ENTERPRISES L.L.C.  
dba Desert Wind Communications

### Business Plan/ Marketing strategy

**FIRST 6 MONTHS-** The first 6 months will be a ramp up period. Our goal for this time frame is to have 200 customers on board and billing. How we plan to accomplish this is through an intensive cold call process utilizing experienced well-trained Network Analysts. During this process we will contact small to mid-sized businesses via the telephone. Initially we will be targeting leads in both the import export and trucking industries as they tend to be the easiest and quickest transitions due to the smaller chance of having to deal with equipment. The services we will be providing during this time frame are 1+ switched access as well as toll free inbound switched services.

**ONE YEAR -** At the one year mark we plan to double our sales force spending three months doing on the job training with new Analysts in Products, Ethics and Sales. We also plan to double our customer care staff so that we can continue to provide the quality of service needed for our customers. Our primary Financial goal for this year is to show Net Profits of \$25,000 this can only be achieved through continuing to bring new business on board and more importantly changing our focus to include customer retention. Our goal is less than 2% attrition annually. We will achieve this through a strict training program for our customer care staff, as well as an incentive program for all customer care reps so they have a reason to help customers.

**TWO YEARS -** At the two-year mark we plan to expand into the dedicated market, while continuing to sell and maintain services for small and mid-sized businesses. We look to start providing dedicated voice and data services. This will be a new market for us, an untouched pool of leads for our Network Analysts to contact. The secondary benefit of us expanding into the dedicated market is that it allows us to provide an additional means of revenue as we will be able to offer these services to our existing customer base. We project that the Net Profit for year two will exceed the \$500,000 mark. These profits will be left in the company allowing us to have the working capital to continue to grow our company.

2 YEAR PROJECTION

Dec-04	Jan-05	Feb-05	Mar-05	Apr-05	May-05	June-05	July-05	Aug-05	Sept-05	1st Yr End Sept-03/Aug-04	2nd Yr End Sept-04/Aug-05
\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$88,000	\$96,000
\$112,000	\$120,000	\$128,000	\$136,000	\$144,000	\$152,000	\$160,000	\$168,000	\$176,000	\$184,000	\$440,000	\$1,584,000
\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$99,490	\$116,040
\$34,462	\$36,922	\$39,385	\$41,846	\$44,308	\$46,789	\$49,231	\$51,692	\$54,154	\$56,616	\$135,385	\$487,386
\$44,132	\$46,593	\$49,055	\$51,516	\$53,978	\$56,439	\$58,901	\$61,362	\$63,824	\$66,286	\$234,835	\$803,425
\$96,600	\$93,600	\$100,600	\$108,600	\$116,600	\$122,400	\$129,600	\$136,800	\$144,000	\$151,200	\$259,200	\$1,252,800
\$42,268	\$47,007	\$51,745	\$56,484	\$61,222	\$65,961	\$70,699	\$75,438	\$80,176	\$84,915	\$24,365	\$649,375

2 YEAR PROJECTION

	Oct-03	Nov-03	Dec-03	Jan-04	Feb-04	Mar-04	Apr-04	May-04	June-04	July-04	Aug-04	Sept-04	Oct-04	Nov-04
<b>Total New Sales</b>	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000	\$8,000
<b>Total Billing -</b>	\$0	\$8,000	\$16,000	\$24,000	\$32,000	\$40,000	\$48,000	\$56,000	\$64,000	\$72,000	\$80,000	\$88,000	\$96,000	\$104,000
<b>Office Cost</b>	\$2,750	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670	\$9,670
<b>Traffic Cost -</b>	\$0	\$2,462	\$4,923	\$7,385	\$9,846	\$12,308	\$14,769	\$17,231	\$19,692	\$22,154	\$24,616	\$27,077	\$29,538	\$32,000
<b>Total Cost -</b>	\$2,750	\$12,132	\$14,593	\$17,055	\$19,516	\$21,978	\$24,439	\$26,901	\$29,362	\$31,824	\$34,285	\$36,747	\$39,208	\$41,670
<b>Collections based on 90% of 90 days prior</b>	\$0	\$0	\$0	\$7,200	\$14,400	\$21,600	\$28,800	\$36,000	\$43,200	\$50,400	\$57,600	\$64,800	\$72,000	\$79,200
<b>Net Profit -</b>	(\$2,750)	(\$12,132)	(\$14,593)	(\$9,855)	(\$5,116)	(\$3,78)	\$4,381	\$9,099	\$13,838	\$18,576	\$23,315	\$28,053	\$32,792	\$37,530