



NOV 13 2002

RECEIVED

DOCKETED BY CAF

ARIZONA CORPORATION COMMISSION

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

2002 NOV 13 A 11:20

AZ CORP COMMISSION  
DOCUMENT CONTROL

Mail original plus 10 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

**NEW APPLICATION**

**T-04153A-02-0844**

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, C).
- 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, 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:

Primo Communications Inc  
617 Birchtree Ct, Rochester Hills, MI 48306  
Tel: (248) 650-7902  
Fax: (248)608-8377  
www.primold.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):

(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:

Benjamin D. Ardelean

617 Birchtree Ct, Rochester Hills, MI 48306

Tel: (248) 650-7902

Fax: (248)608-8377

Email: ben.a@.primold.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:

(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:

Regina Jude

617 Birchtree Ct, Rochester Hills, MI 48306

Tel: (248) 650-7902

Fax: (248)608-8377

Email: mariana@.primold.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", X "C", \_\_\_ Non-profit, \_\_\_ Arizona, ✓ Foreign

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

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

Attachment "A" must include the following information:

1. A copy of the Applicant's 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.

(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).

(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 has been or if the Applicant is currently involved in any formal or informal complaint proceedings pending before any State or federal Regulatory Commission:

- Yes  No

If "Yes", please 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 re-occurring.

(A-12) Indicate if the Applicant has been or is currently involved in any civil or criminal investigations AND/OR had judgment entered against it in any civil matter or been convicted of any criminal acts related to the delivery of telecommunications services within the last five (5) years:

- Yes  No

If "Yes", please 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.

(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 Long 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.

Primo Communications does not require deposits from customers as stated on the Tariff, section 2.14, sheet 21.

Primo Communications is a reseller with a margin of at least 35%, we have a \$75,000 credit line with Global Crossing and a \$10,000 deposit. Customers are protected through Global Crossing.

The risk to Arizona customers is none existent. Our customers pay 50 days after they use Primo's services, 30 days billing plus 20 days invoice due date.

(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 services will be provided.

Prior to issuance of the CC&N, the Applicant must complete and submit an Affidavit of Publication Form. Refer to Attachment C - Legal Notice Material (Newspaper Information, Sample Legal Notice and Affidavit of Publication).

(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 Bandwith

(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:

Approved: MI, WA, OR, OH,,

Pending: CA, IN, PA, SC, FL

Denied: None

(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.

MI, WA, OR, OH

(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.

None

#### B. 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.

Started operations in Michigan on 5-24-2002

(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.

(B-3) Indicate if the Applicant will rely on the financial resources of its Parent Company, if applicable.

NO

(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.

Projected total revenues for the first 12 months is \$200,000 .

2. Provide the operating expenses expected to be incurred during the first twelve months of providing telecommunications services to Arizona customers following certification.

Operating expenses including accounts payable to Global Crossing: \$140,000

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.

Zero. We are based in Michigan and we will have no facilities in Arizona

4. If the projected value of all assets is zero, please specifically state this in your response.

Zero. We are based in Michigan and we will have no facilities in Arizona

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.

**C. RESOLD LONG DISTANCE AND/OR 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:

WE DO NOT PLAN TO DO THAT.

(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 59241:

- 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 11) 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.

Benjamin D. Ardelle

(Signature of Authorized Representative)

11/7/02

(Date)

BENJAMIN D. ARDELLE

(Print Name of Authorized Representative)

CEO

(Title)

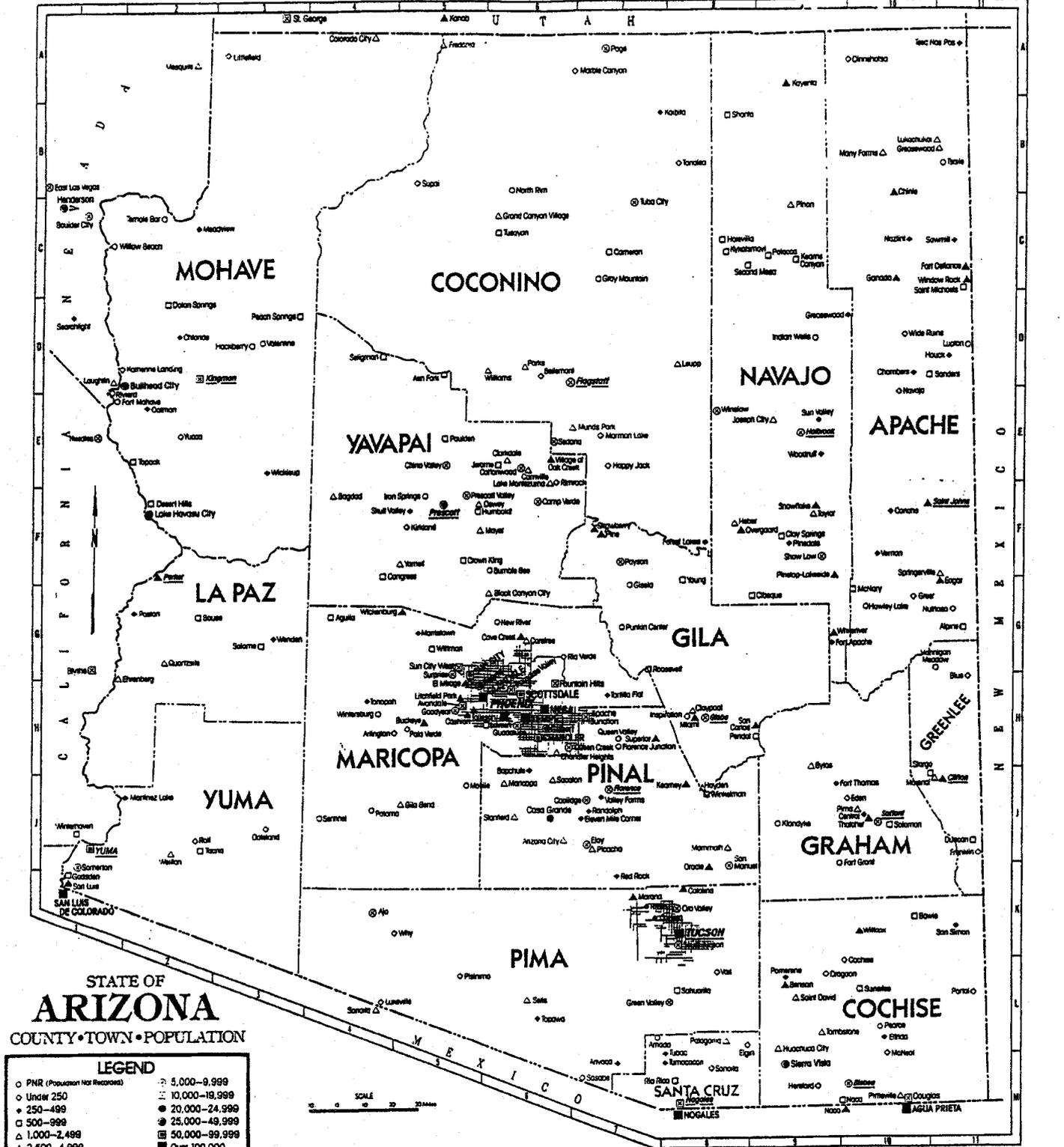
SUBSCRIBED AND SWORN to before me this 7<sup>th</sup> day of November, 2002

Neena Sandhanwalia

NOTARY PUBLIC

**NEENA SANDHANWALIA**  
Notary Public, Oakland County, MI  
My Commission Expires Sep. 14, 2006

My Commission Expires 9-14-2006



**STATE OF ARIZONA**  
**COUNTY • TOWN • POPULATION**

**LEGEND**

- PNR (Population Not Recorded)
- Under 250
- 250-499
- 500-999
- △ 1,000-2,499
- ▲ 2,500-4,999
- ▣ 5,000-9,999
- ◻ 10,000-19,999
- ◼ 20,000-24,999
- ◽ 25,000-49,999
- ◾ 50,000-99,999
- ◿ Over 100,000

Prescott County Seal  
 Capital: PHOENIX

Copyright © 1980 Wise World of Maps, Inc. Reproduction Prohibited by Law

**COUNTY POPULATIONS**

County	Population
Apache	10,200
Cochise	10,200
Graham	4,300
Greenlee	2,600
Maricopa	1,100,000
Mohave	10,200
Navajo	10,200
Pima	1,100,000
Pinal	1,100,000
Santa Cruz	1,100,000
Yavapai	1,100,000
Yuma	1,100,000



617 Birchtree CT  
Rochester Hills, MI 48306  
USA

---

Phone (248) 650-7902

Fax (248) 608-8377

To: Arizona Corporation Commission

Date: November 7, 2002

**Attachment "A"**

Primo Communications Inc., a Michigan long distance reseller, FCC certified, hereby requests the Commission's certification as a reseller.

1. Copy of approved Application for Authority to transact business in Arizona. We will mail the certificate as soon as we receive it from the Commission
2. List of names of owners and directors

Benjamin D. Ardelean CEO, Director, 34% ownership  
617 Birchtree CT, Rochester Hills, MI 48306  
Phone: (248)650-7902, Fax: (248) 608-8377

Adelaida. Ardelean, President, Director, 33% ownership  
617 Birchtree CT, Rochester Hills, MI 48306  
Phone: (248)650-7902, Fax: (248) 608-8377

Regina Jude, Vice President, Director, 33% ownership  
617 Birchtree CT, Rochester Hills, MI 48306  
Phone: (248)650-7902, Fax: (248) 608-8377

A handwritten signature in cursive script that reads "Benjamin D. Ardelean".

Benjamin D. Ardelean  
Chief Executive Officer

ATTCH "A"

WILLIAM A. MUNDELL  
CHAIRMAN

JIM IRVIN  
COMMISSIONER

MARC SPITZER  
COMMISSIONER



BRIAN C. MCNEIL  
EXECUTIVE SECRETARY

JOANNE C. MACDONNELL  
DIRECTOR, CORPORATIONS DIVISION

**ARIZONA CORPORATION COMMISSION**

**BENJAMIN D ARDELEAN  
617 BIRCHTREE CT.  
ROCHESTER HILLS, MI 48306**

**RE: PRIMO COMMUNICATIONS INC.  
File Number: F-1051249-4**

We are pleased to notify you that your Application for Authority to transact business in Arizona was approved and filed on October 30, 2002.

You must publish a copy of your Application for Authority. The publication must be in a newspaper of general circulation in the county of the known place of business in Arizona, as filed with the Commission for three (3) consecutive publications. An affidavit from the newspaper, evidencing such publication, must be delivered to the Commission for filing WITHIN NINETY (90) DAYS from the File Date.

All corporations transacting business in Arizona are required to file an Annual Report with the Commission, on the anniversary of the date of incorporation. Each year, a preprinted Annual Report form will be mailed to the corporation's known place of business approximately two months prior to the due date of the report. Should the report fail to arrive, contact the Commission. It is imperative that corporations notify the Commission immediately (in writing) if they change their corporate address, statutory agent or agent address. Address change orders must be executed (signed) by a corporate officer. Postal forwarding orders are not sufficient.

The Commission strongly recommends that you periodically check Commission records regarding the corporation. The Commission web site [www.cc.state.az.us/corp](http://www.cc.state.az.us/corp) contains information specific to each corporation of record and is a good general source of information.

If you have any questions or need further information, please contact us at (602) 542-3135 in Phoenix, (520) 628-6560 in Tucson, or Toll Free (Arizona residents only) at 1-800-345-5819.

Sincerely,  
GUADALUPE ORTIZ  
Examiner  
Corporations Division

CF:07, Rev: 10/2001

RECEIVED - DEPT OF  
FINANCIAL INSTITUTIONS  
STATE OF WISCONSIN  
2002 OCT 28 AM 10:07

Sec. 180.1503  
& 180.1504  
Wis. Stats.

State of Wisconsin  
DEPARTMENT OF FINANCIAL INSTITUTIONS  
Division of Corporate & Consumer Services



**FOREIGN BUSINESS CORPORATION – CERTIFICATE OF AUTHORITY  
APPLICATION**

Indicate (X) below if the application is for a (A) ORIGINAL or (B) for an AMENDED certificate.

1. A.  ORIGINAL Certificate

Name of Corporation  Primo Communications Inc.	2. State or Country of Incorporation  Michigan
--	---

1. B.  AMENDED Certificate (Enter the corporate name, state or country of organization, and date of incorporation, as changed or continued. Complete all other items, except items 7, and 11 thru 13.)

Old Name of Corporation (name under which it is currently licensed in WI)	2. State or Country of Incorporation
---	---

New or Continuing Name of Corporation	2. State or Country of Incorporation
---------------------------------------	---

3. Date of Inc. (MM/DD/YYYY)  02/22/2002	4. Does the corporation have perpetual existence? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, organized for a duration of _____ years
--	---

5. Name of Registered Agent in Wisconsin  Lilian Bartelick
--

6. Street Address of Registered Office in Wisconsin  9418 N. Green Bay Rd, Suite 336 Milwaukee, WI 53209	7. Address of Principal Office  617 Birchtree Ct Rochester Hills, MI 48306
--	---

8. Has the corporation transacted business in Wisconsin without holding a Certificate of Authority?

No  Yes If "Yes", complete supplemental Form 21-S

DFI/CORP21(R09/02) Use of this form is mandatory. WI - DFI CORP FILE ID# → P040478 1 of 8

9. Names and Usual Business Addresses of Officers (may be scheduled)

<u>Title</u>	<u>Name</u>	<u>Address</u>
CEO.	Benjamin Ardelean	617 Birchtree Ct, Rochester Hls, MI
Pres.	Adelaida Ardelean	617 Birchtree Ct, Rochester Hls, MI
V-P	Regina Jude	617 Birchtree Ct, Rochester Hls, MI
Secy	Regina Jude	617 Birchtree Ct, Rochester Hls, MI
Treas.	Adelaida Ardelean	617 Birchtree Ct, Rochester Hls, MI

10. Names and Usual Business Addresses of Directors (may be scheduled). If the corporation has no directors, enter "None."

<u>Title</u>	<u>Name</u>	<u>Address</u>
Chair.	Benjamin Ardelean	617 Birchtree Ct, Rochester Hls, MI
Dir.	Adelaida Ardelean	617 Birchtree Ct, Rochester Hls, MI
Dir.	Regina Jude	617 Birchtree Ct, Rochester Hls, MI
Dir.		

11. Indicate the number of shares the corporation has **authority to issue** and the number of shares **issued**, itemized by class and series (if any), and the par value of the shares, or a statement that the shares are without par value: (may be scheduled)

Class	Series	Number of Shares		Indicate Par Value (\$) per share, or "NPV" for No Par Value
		AUTHORIZED TO ISSUE	ISSUED	
none	none	100000	none	NPV

12. Compute the proportion of capital the corporation expects to have represented in Wisconsin in the coming year, using either a calendar or fiscal year basis. (NOTE: Start by completing items A(1) thru A(7). Continue, and in sequence, first complete item B and next item C, as each or both may be necessary, and post the results to item A and complete the computations in item A. Corporations having both Par Value and No Par Value shares issued will utilize both item B and item C.

12. (Continued)

Estimated 1 <sup>st</sup> Year Activity	
\$ 300,000.00	
\$ 10,000.00	
	\$ 310,000.00
\$ 3,000.00	
\$ 0.00	
	\$ 3,000.00

- A.(1) Gross Business
- (2) Plus Total Assets
- (3) Total of lines (1) and (2)
- (4) Wisconsin business
- (5) Plus Wisconsin Assets
- (6) Total of lines (4) and (5)
- (7) Divide line (6) by line (3) and enter percentage 1 \_\_\_\_\_ %
- (8) Value of Issued Shares of PAR VALUE stock from item B (3) \$ \_\_\_\_\_
- (9) Value of Issued Shares of NO PAR VALUE stock from line C (7) \$ 5,000.00
- (10) Total of lines (8) and (9) \$ 5,000.00
- (11) Multiply line (10) by line (7) and enter product here and item 13, below \$ 50.00

B. PAR VALUE STOCK (Use this section to compute valuation of Par Value stock only)

- (1) Value of issued shares of Par Value stock, computed at PAR \$ \_\_\_\_\_
- (2) Paid-in capital, in excess of Par, applicable to issued shares of Par Value stock \$ \_\_\_\_\_
- (3) Total of lines (1) and (2). Also enter this sum on line A (8) above \$ \_\_\_\_\_

C. NO PAR VALUE STOCK (Use this section to compute valuation of No Par Value stock only)

- (1) Total assets \$ 10,000.00
- (2) Deduct liabilities other than capital and Surplus \$ 5,000.00
- (3) Total of line (1) minus line (2) \$ 5,000.00
- (4) Deduct amount of line A (8) above \$ 0.00
- (5) Remainder of line (3) minus line (4) \$ 5,000.00
- (6) Compute value of issued shares of NO PAR VALUE stock at \$10.00 per share \$ 0.00
- (7) Enter the GREATER of line (5) or line (6) here. Also Enter this sum on line A (9) above. \$ 0.00

13. The corporation's capital represented in Wisconsin is \$ \_\_\_\_\_ (from item 12 (A) 11)

14. COMPUTATION OF FILING FEE

For the first \$60,000 of capital represented in Wisconsin	\$ 100.00
Plus \$2.00 per \$1,000 of representation over \$60,000	\$ 0.00
TOTAL FILING FEE (post to item 15)	\$ 100.00

15. Remit the one appropriate **FILING FEE**, payable to Department of Financial Institutions

ORIGINAL Certificate, from item 14  \$ 100.00, or more	<b>OR</b>	ORIGINAL Certificate, from Supplemental Form 21-S  \$ _____	<b>OR</b>	AMENDED Certificate  \$ 40.00
---	-----------	--	-----------	-------------------------------------

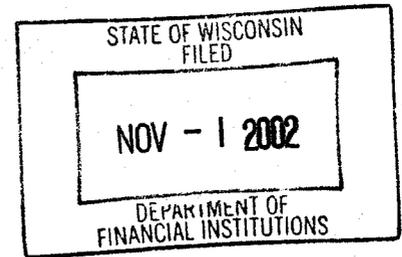
16. Benjamin Ardelean  
\_\_\_\_\_  
(Signator's printed name)

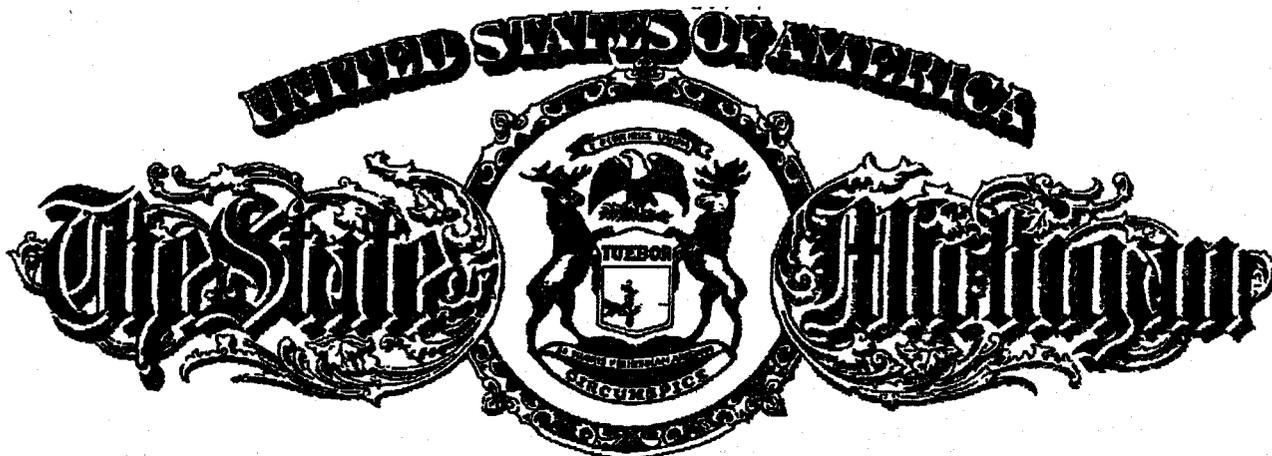
*Benjamin Ardelean*  
\_\_\_\_\_  
(Officer's signature)

Executed on 10/25/02  
\_\_\_\_\_  
(Date)

CEO  
\_\_\_\_\_  
(Officer's title)

⇒ NOTE: Every application must be accompanied by a current (not more than 60 days old) **CERTIFICATE OF STATUS** issued by the Secretary of State or other public custodian of corporate records in the state in which the corporation is organized.





**Michigan Department of Consumer and Industry Services**

**Lansing, Michigan**

*This is to Certify That*

**PRIMO COMMUNICATIONS INC.**

*was validly incorporated on February 22, 2002, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to transact business or conduct affairs in Michigan and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



Sent by Facsimile Transmission  
676890

*In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 28th day of August, 2002*

*Andrew S. Mitchell*, Director

Bureau of Commercial Services

**ATTACHEMENT B**

**TELECOMMUNICATIONS TARIFF**

OF

**PRIMO COMMUNICATIONS INC**  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

**RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE**

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Primo Communications Inc within the State of Arizona. This Tariff is on file with the Public Utilities Commission of Arizona. Copies may be inspected during normal business hours at the Company's principal place of business: 617 Birchtree Ct., Rochester Hills, Michigan 48306.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

CHECK SHEET

Sheets 1 through 30 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

SHEET REVISION SHEET REVISION

1 Original	15 Original
2 Original	16 Original
3 Original	17 Original
4 Original	18 Original
5 Original	19 Original
6 Original	20 Original
7 Original	21 Original
8 Original	22 Original
9 Original	23 Original
10 Original	24 Original
11 Original	25 Original
12 Original	26 Original
13 Original	27 Original
14 Original	28 Original

Indicates tariff sheets included with this filing.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## TABLE OF CONTENTS

## DESCRIPTION SHEET NUMBER

Title Sheet 1  
Check Sheet 2  
Table of Contents 3  
Explanation of Symbols 5  
Tariff Format 6  
Application of Tariff 7

## Section

1. Technical Terms and Abbreviations 8
2. Rules and Regulations 11
  - 2.1 Undertaking of the Company 11
  - 2.2 Limitations of Service 12
  - 2.3 Use 13
  - 2.4 Liabilities of the Company 14
  - 2.5 Indemnity 17
  - 2.6 Full Force and Effect 18
  - 2.7 Interruption of Service 18
  - 2.8 Restoration of Service 18
  - 2.9 Minimum Service Period 18
  - 2.10 Payments and Billing 19
  - 2.11 Returned Check Charge 21
  - 2.12 Late Payment Fees 21
  - 2.13 Interconnection 21
  - 2.14 Deposits and Advance Payments 21
  - 2.15 Creditworthiness 22
  - 2.16 Taxes 22

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## TABLE OF CONTENTS, Continued

## DESCRIPTION SHEET NUMBER

## Section

3. Description of Service	23
3.1 Timing of Calls	23
3.2 Primo Communications Inc	24
3.3 Promotions	24
4. Rates	25
4.1 Service Charges	25
4.1.1 Basic Plan - Commercial	25
4.1.2 Basic Plan - Residential	25
4.1.3 Toll Free Service	25
4.1.4 Monthly Service Fee	25
4.1.5 Calling Card Service	25
4.1.6 Directory Assistance Service	25
4.2 Miscellaneous Fees and Surcharges	26
4.2.1 Late Payment Penalty	26
4.2.2 Returned Check Charge	26
4.2.3 Pay Telephone Access Charge	26
4.2.4 Primary Interexchange Carrier Charge	26
4.3 Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service	27
4.3.1 Definitions	27
4.3.2 Application of Discount	27
4.3.3 Discounts	27
4.4 Emergency Services Calling Plan	28

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

(C) To signify changed condition or regulation

(D) To signify deleted or discontinued rate, regulation or condition

(I) To signify a change resulting in an increase to a Customer's bill

(M) To signify that material has been moved from another Tariff location

(N) To signify a new rate, regulation condition or sheet

(R) To signify a change resulting in a reduction to a Customer's bill

M To signify a change in text but no change to rate or charge

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the heading of each sheet. sheets are numbered sequentially. However, occasionally, 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet 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 code is subservient to its next higher level:

2.

2.1.

2.1.1.

2.1.i.A.

2.1.I.A. 1.

2.1.1.A.L(a).

2.1.1.A.I.(a).I.

2.1.1.A.L(a).L(i).

2.1.LA.L(a).L(i).(1).

D. Check Sheets - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by Primo Communications Inc between various locations within the State of Arizona.

All services are interstate offerings and intrastate services.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Calling Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

Commission:

Corporation Commission of Arizona, or "CCA").

Company:

Primo Communications

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

NITS: Message Toll Service

A.A.C: Arizona Administrative Code

CCA: Corporation Commission of Arizona

Subscriber: See "Customer definition.

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX, 888-NXX-XXXX, 877-NXX-XXXX, 866-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS

## 2.1. UNDERTAKING OF THE COMPANY

2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Arizona.

2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.

2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.

2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.

2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.1.6. The Company also reserves the right to refuse further service due to non-payment in accordance with R14-2-501 through 510.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.2. LIMITATIONS OF SERVICE, Continued

2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

2.2.2. Company reserves the right to disconnect service without incurring liability in accordance with R14-2-501 through 510.

2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

2.2.5. Prior written per-mission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until this indebtedness is satisfied.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.3. USE

2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.

2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is a duly authorized and regulated common carrier. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.4. LIABILITIES OF THE COMPANY

2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of Us Section shall apply notwithstanding the failure of any exclusive remedy.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3 Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

2.4.4. Company shall be indemnified and held harmless by the Customer against:

A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and

B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and

C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.4. LIABILITIES OF THE COMPANY, Continued

2.4.6. Company shall not be liable for and the Customer indemnities and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lookouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.

2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or. claim, unless ordered by the Commission pursuant to Arizona law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.4. LIABILITIES OF THE COMPANY, Continued

2.4.10. The Company shall not be liable for any damages, including usage charges, which the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

2.4.11 Approval of limitation of liability language by the CCA does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.5. INDEMNITY

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.6. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

## 2.7. INTERRUPTION OF SERVICE

2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. The Customer shall notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $Credit = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

## 2.8. RESTORATION OF SERVICE

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

## 2.9. MINIMUM SERVICE PERIOD

The minimum service period is one month (30 days).

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.10. PAYMENTS AND BILLING

2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis and sent via first class mail or by electronic posting to a secure site on the Internet. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer

2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.

2.10.3. Billing disputes should be addressed to Company's customer service organization via telephone to 877.883.4656 or 248.650.7902. Customer service representatives are available from 8:00 AM to 8:00 PM Eastern Time. Messages may be left for Customer Services from 8:01 PM to 7:59 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

2.10.4. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

B. Pursuant to R14-2-501 through 510, the Company shall provide a report of each complaint's resolution within five (5) business days of the receipt of the complaint to the Customer, when the complaint was made directly by the Customer, or to the Customer and Commission staff, when the complaint was referred to the Company by Commission staff. If the investigation is not complete within five (5) business days of receipt of the complaint, the Company shall provide an interim report to the Customer or to the Customer and Commission staff, as set forth above. The report shall contain the information required by R14-2-501 through 510.

C. The Company shall inform the Customer or the Customer and Commission staff of the results of the investigation orally or in writing, unless the Customer or Commission staff request the results to be presented in writing. The Company shall inform the Customer of its right to a written report if the report is presented orally.

## SECTION 2 - RULES AND REGULATIONS, Continued

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## 2.10. PAYMENTS AND BILLING, Continued

D. If there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Arizona Public Utilities Commission for its investigation and decision. The Company will provide the Customer with the address, local/toll free numbers and TDD/TTY number of the Commission's Public Interest Center.

The address and telephone number of the Commission are:

Arizona Corporation Commission  
Utilities Division  
1200 West Washington  
Phoenix, AZ 85007-2996  
Phoenix (602) 542-4251  
Toll Free 1-800-222-7000 (In-State Only)  
Tucson (520) 628-6550  
Toll Free 1-800-535-0148 (In-State Only)

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.11. RETURNED CHECK CHARGE

When a Customer's check is not honored by the financial institution and the check is returned to the Company due to "insufficient funds" in the Customer's account or for similar reasons, a charge of \$25.00 shall apply, unless the Customer can establish that the charge should not be assessed.

## 2.12. LATE PAYMENT FEES

A late payment charge of 1.5 percent per month will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed by not yet paid for, but will apply to the accumulated services for which the Customer is in arrears. Late payment charges will be applied without discrimination.

## 2.13. INTERCONNECTION

2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

## 2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advanced payments for intrastate service at this time. Should the Company collect deposits for intrastate service at any time in the future, the amount will be determined according to either of the two methods permitted in R14-2-501 through 510.

Deposits held for less than 180 days shall not accrue interest. Interest on intrastate deposits held for 180 days or longer will be handled in accordance with R14-2-501 through 510.

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 2 - RULES AND REGULATIONS, Continued

## 2.15. CREDITWORTHINESS

The Company will not require Customers to establish credit prior to the initiation of service.

## 2.16. TAXES

The Customer is responsible for payment of all state, local and 9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible, and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Commission. These charges will appear as separate line items on the Customer's bill, and are not included in the quoted rates. Any such line item charges will be reflected in the Company's tariff. The Company will not assess separately any taxes, fees or surcharges, other than government approved sales taxes imposed directly on the end-users without seeking Commission approval under the appropriate procedures required by the Commission. The Company shall comply with Commission procedures by sending notice to all Customers, informing them of the new line item charges.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 3 - DESCRIPTION OF SERVICE

## 3.1. TIMING OF CALLS

3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.

3.1.2. The minimum call duration for billing purposes for all services, unless otherwise specified in this tariff, is one (1) minute with one (1) minute billing increments thereafter.

3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.

3.1.4. There is no billing for incomplete calls.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 3 - DESCRIPTION OF SERVICE

## 3.2. PRIMO COMMUNICATIONS INC

3.2.1. Company provides switched access telecommunications services that allow Customer to establish a communications path between two stations by using uniform dialing plans.

3.2.2. Company offers one rate plan. Unless otherwise specified, Service rates are flat, per minute rates and do not vary in accordance with distance and time of day.

3.2.3. Company's Toll Free Service is a switched access service offering users inbound, toll free long distance telecommunications services. This service enables a caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.

3.2.4. Company's Calling Card Service permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch-tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Calling Card calls appear on the Customer's monthly long-distance bill.

3.2.5. Company also offers ancillary services including directory assistance, exclusively to customers of record.

## 3.3. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. All promotional offerings shall be offered in accordance with applicable Commission rules or regulations

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 4 - RATES

## 4.1. SERVICE CHARGES

## 4.1.1. Basic Plan-Commercial

Rate, Per Minute \$0.1800

## 4.1.2. Basic residential Service

Rate, Per Minute \$0.1800

## 4.1.3. Toll Free Service

Rate, Per Minute \$0.1900

Recurring fee, per line, per month \$1.9500

## 4.1.4. Monthly Service Fee

Monthly Service Fee, per account \$1.9500

## 4.1.5. Calling Card Service

Company offers a calling card service to Customers. Calling card charges are billed in sixty (60) second increments with a sixty (60) second minimum per call.

## Call Duration Rate

Initial 60 Seconds \$0.2900

Additional 60 Seconds \$0.2900

## 4.1.5.1. Monthly Service Fee

No Monthly Service Fee for calling card service

## 4.1.6. Directory Assistance

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

Directory Assistance, per call \$0.9500

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 4 - RATES, Continued

## 4.2. MISCELLANEOUS FEES AND SURCHARGES

## 4.2.1. Late Payment Penalty

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

## 4.2.2. Returned Check Charge

A charge of \$25.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

## 4.2.3. Pay Telephone Access Surcharge

Customers or callers who place non coin sent calls from pay telephones utilizing Company's calling card or which terminate on toll free numbers served by the Company will be assessed a pay phone telephone access surcharge.

Pay Telephone Access Surcharge, per call \$0.4500

## 4.2.4. Primary Interexchange Carrier Charges

Multi-line commercial subscribers are assessed a primary interexchange carrier surcharge, in accordance with 47 CFR 69.153. Primary interexchange carrier surcharges are assessed in addition to other applicable rates and charges.

Primary Interexchange Carrier Charges, per non-Centrex line, per month \$2.9500  
Primary Interexchange Carrier Charges, per Centrex line, per month \$0.7500

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 4 - RATES, Continued

## 4.3. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATIONS RELAY SERVICE

## 4.3.1. Definitions

For purposes of this subsection, the definition of disabled refers to those persons with communication disabilities, including hearing disabled, deaf, deaf/blind, and speech disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.

## 4.3.2 Application of Discount

a) Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible for receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled are eligible to receive a discount off their MTS rates.

b) All NITS calls placed through the telecommunications relay service (TRS) are eligible to receive a discount off the NITS rates.

c) The discount shall not apply to sponsor charges associated with calls placed to pay per call services, such as 900, 976, or 900 -like calls.

## 4.3.3. Discounts

Upon receipt of the appropriate application, and certification or verification by a person with a communication disability, the following discount shall be made available for the benefit of the disabled person:

Off the basic NITS, current, price list day rates: no less than a straight 70% discount shall be made available on a 24 hour a day basis.

Issued:

Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:

## SECTION 4 - RATES, Continued

## 4.5. EMERGENCY SERVICES CALLING PLAN

Message toll telephone calls, to governmental emergency service agencies as set forth below in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of the emergency call as set forth in (b) following, are offered at no charge to customers:

(a) Governmental fire fighting, Arizona State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24 hour basis, 365 days a year, including holidays.

(b) An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

Issued:  
Issued By:

Benjamin D. Ardelean  
Primo Communications Inc  
617 Birchtree Ct.  
Rochester Hills, Michigan 48306

Effective Date:

Case No.:



617 Birchtree CT  
Rochester Hills, MI 48306  
USA

---

Phone (248) 650-7902

Fax (248) 608-8377

To: Arizona Corporation Commission

Date: November 7, 2002

**Attachment "D"**

1. Copy of Primo's Income Projection Statement
2. Copy of Primo's Balance Sheet

A handwritten signature in cursive script that reads "Benjamin D. Ardelean".

Benjamin D. Ardelean  
Chief Executive Officer

4 D 4

PRIMO COMMUNICATIONS INC, INCOME PROJECTION STATEMENT

	2002						2003			
	July	August	Sept	October	November	December	January	February	March	April
Net Sales	\$ 1,000	\$ 10,080	\$ 18,462	\$ 25,707	\$ 41,000	\$ 57,000	\$ 69,000	\$ 82,000	\$ 97,000	\$ 117,000
Acct payable	\$ 1,000	\$ 6,271	\$ 11,984	\$ 16,850	\$ 27,000	\$ 37,000	\$ 47,000	\$ 57,000	\$ 67,000	\$ 77,000
Gross profit	\$ 600	\$ 3,809	\$ 6,478	\$ 8,857	\$ 14,000	\$ 20,000	\$ 22,000	\$ 25,000	\$ 30,000	\$ 40,000
Gross profit margin	38%	38%	35%	34%	34%	35%	32%	30%	31%	34%
<b>EXPENSES</b>										
<b>Variable expenses:</b>										
Commissions/salaries	\$ 160	\$ 504	\$ 923	\$ 1,285	\$ 2,050	\$ 2,850	\$ 3,450	\$ 4,100	\$ 4,850	\$ 5,850
Payroll expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal/Accounting	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Advertising	\$ 200	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000
Office supplies	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Utilities	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
Miscellaneous	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200	\$ 200
<b>Fixed expenses:</b>										
Rent	\$ -	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Insurance	\$ -	\$ -	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600	\$ 1,600
<b>Total Expenses</b>	\$ 960	\$ 3,604	\$ 5,623	\$ 5,985	\$ 6,750	\$ 8,050	\$ 8,650	\$ 9,300	\$ 10,050	\$ 11,050
<b>Net Profit (Loss) Before Tax</b>	\$ (360)	\$ 205	\$ 855	\$ 2,872	\$ 7,250	\$ 11,950	\$ 13,350	\$ 15,700	\$ 19,950	\$ 28,950

Unaudited - I, Benjamin D. Ardelean, CEO, affirm that the financial statements are true and correct.

*Benjamin D. Ardelean*

**Primo Communications Inc.**  
**Balance Sheet**  
**as of August 31,2002**

**ASSETS**

**Current Assets**

Cash on Hand	\$	0.00	
Checking- National City Bank		<u>6,200.00</u>	
Accounts Receivable		11,680.00	
Total Current Assets			17,880.00

**Property and Equipment**

Computer Hardware, Software			
Routers, Servers & Misc. Equip.		<u>10,000.00</u>	
Total Property and Equipment			10,000.00

**Other Assets**

Organizational Cost		5,935.00	
Prepaid Consulting Fees		<u>2,500.00</u>	
Total Other Assets			<u>7,435.00</u>

Total Assets			\$ <u>35,315.00</u>
--------------	--	--	---------------------

**LIABILITIES AND EQUITY**

**Current Liabilities**

Accounts Payable	\$	7,271.00	
Federal W/H		0.00	
PICA W/H		0.00	
Medicare W/H		0.00	
State W/H		0.00	
Futa Payable		0.00	
Suta Payable		0.00	
Payroll Taxes Payable		0.00	
Total Current Liabilities			7,271.00

**Long Term Liabilities**

Total Long Term Liabilities			<u>0.00</u>
-----------------------------	--	--	-------------

Total Liabilities			7,271.00
-------------------	--	--	----------

**Equity**

Common Stock		1,000.00	
Retained Earnings		0.00	
Contributed Capital		35,315.00	
Net Income		0.00	

Total Equity		<u>35,315.00</u>	
--------------	--	------------------	--

Total Liabilities & Equity			\$ <u>42,586.00</u>
----------------------------	--	--	---------------------

Unaudited - I, Benjamin D. Ardelean, CEO, affirm that the financial statements are true and correct.

Benjamin D. Ardelean