

NEW APPLICATION  
ORIGINAL MILLER ISAR INC.  
TRUSTED ADVISORS



4423 POINT FOSDICK DRIVE, NW  
SUITE 306  
GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
FACSIMILE: 866.474.3630  
WWW.MILLERISAR.COM

ANDREW O. ISAR

Via Overnight Delivery

October 6, 2011

Docket Control Center  
Arizona Corporation Commission  
1200 W. Washington Street, Room 108  
Phoenix, Arizona 85007-2996

T-20820A-11-0369

Re: Application for Certificate of Convenience and Necessity

Dear Sir/Madam:

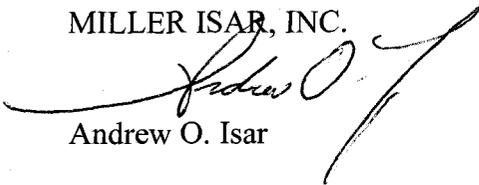
Enclosed for filing with the Arizona Corporation Commission are an original and thirteen (13) copies of Roman LD, Inc.'s *Application for Certificate of Convenience and Necessity*. ("Application"). By this Application, Roman LD, Inc. requests authority to provide facilities-based and resale competitive local exchange services in Qwest Corporation service territory in Arizona, and resale interexchange telecommunications services statewide.

Please acknowledge receipt of this filing by file-stamping and returning the additional copy of this Application and transmittal letter in the self-addressed, postage-paid envelope provided for this purpose.

Questions may be directed to the undersigned.

Sincerely,

MILLER ISAR, INC.

  
Andrew O. Isar

Regulatory Consultants to  
Roman LD, Inc.

Enclosures

Arizona Corporation Commission  
DOCKETED  
OCT - 7 2011

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AZ CORP COMMISSION  
DOCKET CONTROL

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RECEIVED

NEW APPLICATION

ORIGINAL

APPLICATION FOR  
CERTIFICATE OF CONVENIENCE & NECESSITY

If the Applicant wants to provide any type of Non-Customer Owned Pay Telephone ("COPT") telecommunications services in Arizona, provide the Arizona Corporation Commission ("Commission") with information being requested.

Remember that information submitted for a Certificate of Convenience and Necessity ("CC&N") will be made part of the public record (including financial statements). Any information designated as confidential will not be accepted by Docket Control. Mail your original CC&N application plus thirteen (13) copies to Arizona Corporation Commission, Docket Control, 1200 W. Washington Street, Phoenix, AZ 85007-2927.

Make sure you use the Application form dated May 24, 2010. Also, make sure you answer each numbered item and part of the item in each section of the Application form. If you do not use the correct Application form and/or do not completely answer the numbered item(s), Staff will request the Applicant to re-submit the Application form and/or complete any of the numbered item(s) and part of the item in a data request. In order for Staff to review your Application, complete the following form. Thank you.

T-20820A-11-0369

Arizona Corporation Commission

DOCKETED

OCT - 7 2011

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 2011 OCT - 7 P 3:08  
 AZ CORP COMMISSION  
 DOCKET CONTROL

**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: Applicant has no pending applications before the Arizona Corporation Commission.

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 mark the appropriate box(s).

- 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)
- Other \_\_\_\_\_ (Please attach complete description)

(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:

**Roman LD, Inc.**  
**2300 Valley View Lane, Suite 340**  
**Irving, TX 75062-1780**  
**Telephone: 972.793.8636**  
**Facsimile: 972.408.4150**  
**Electronic Mail: mzepeda [at] romanldinc[dot] 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):

**Company does not currently utilize a fictitious name or DBA.**

(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:

**Maria Elena Zepeda**  
**President**  
**Roman LD, Inc.**  
**2300 Valley View Lane, Suite 340**  
**Irving, TX 75062-1780**  
**Telephone: 972.793.8636**  
**Facsimile: 972.408.4150**  
**Electronic Mail: mzepeda [at] romanldinc[dot] 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:

**Andrew O. Isar**  
**Miller Isar, Inc.**  
**4423 Point Fosdick Drive NW, Suite 306**  
**Gig Harbor, Washington 98335**  
**Telephone: 253.851.6700**  
**Facsimile: 866.474.3530**  
**Email: aisar [at] millerisar [dot] com**

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

**Maria Elena Zepeda**  
**President**  
**Roman LD, Inc.**  
**2300 Valley View Lane, Suite 340**  
**Irving, TX 75062-1780**  
**Telephone: 972.793.8636**  
**Facsimile: 972.408.4150**  
**Electronic Mail: mzepeda [at] romanldinc[dot] com**

(A-7) What type of legal entity is the Applicant? Mark the appropriate box(s) and category.

- Sole proprietorship
- Partnership: \_\_\_\_\_ Limited, \_\_\_\_\_ General, \_\_\_\_\_ Arizona, \_\_\_\_\_ Foreign
- Limited Liability Company: \_\_\_\_\_ Arizona,  X  Foreign
- Corporation:  X  "S", \_\_\_\_\_ "C", \_\_\_\_\_ Non-profit
- 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 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 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 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.

**Applicant proposes to provide interexchange services statewide.**

(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 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 re-occurring.

**Neither Applicant or any of its officers, directors, partners, or managers have been or are currently involved in any other formal or informal complaint proceedings pending before any state or federal regulatory commission, administrative agency, or law enforcement agency.**

(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.

**No. Neither the Applicant or any of its officers, directors, partners, or managers have 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.**

(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 any box in (A-14) is marked "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 any box in (A-14) is marked "No", 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.

**Although Applicant is aware of the Commission's policy of requiring financial surety of new applicants for certificate of public convenience and necessity, applicant maintains that surety is not required as a prerequisite for Applicant to provide service in Arizona. Applicant is profitable, as demonstrated by its financial statements attached hereto as Attachment D. Applicant does not plan to accept customer deposits, and imposes no financial risks to the public and does not warrant imposition of any financial surety.**

(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 you are advised to do so by the Hearing Division.

**Please refer to draft publication Notice, attached hereto as 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 Arizona:

Yes

No

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

**Applicant proposes to provide non-facilities-based interexchange services in Arizona utilizing MCI (Verizon) as its underlying carrier.**

(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 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.

**Applicant has approved applications to offer telecommunications services in the nine (9) states of Georgia, Kansas, Minnesota, Nevada, New Hampshire, North Carolina, Pennsylvania, Utah, and Washington.**

**In no instance has Applicant had an application to provide services similar to those proposed in the instant Application denied.**

(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 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.

**Applicant is currently providing competitive interexchange telecommunications services in the States of Georgia, Kansas, Minnesota, Nevada, New Hampshire, North Carolina, Pennsylvania, Utah, and Washington.**

**A listing of key personnel employed by Applicant is attached hereto at Attachment E.**

(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.

**Applicant is not affiliated with any entity, as defined in R14-2-801 that provides services provided by applicant.**

(A-21) 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

**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.

**Applicant was organized on January 26, 2011 and has not been in operation for two years.**

(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.

**Please refer to Attachment D.**

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

**Applicant is not owned by a parent corporation and will rely on its own financial resources to provide service in Arizona.**

(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.

**Applicant projects total revenue generated by the provision of telecommunications services generated from Arizona for the first twelve months following certification to be \$5,000.00.**

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

**Applicant projects operating expenses to be incurred during the first twelve months of providing telecommunications to be a minimum of \$4,000.00.**

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.

**Applicant does not require network to serve Arizona subscribers and will maintain no assets located in the State of Arizona for the first twelve months of operation.**

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

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

**Applicant's projected value of all Arizona assets will be zero for the first twelve months.**

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.

**Inapplicable.**

**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.

**Applicant will not provide local exchange services.**

**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 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 in 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 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 Arizona.

**Applicant will not serve as a facilities-based carrier.**

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

**Applicant will not serve as a facilities-based carrier.**

(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

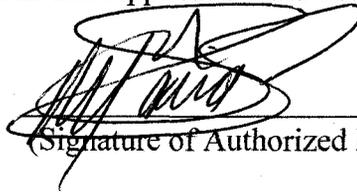
(E-2) Indicate whether the Applicant will provide all customers with 911 and E911 service, where available, and will coordinate with incumbent local exchange carriers ("ILECs") and emergency service providers to provide this service:

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 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.



(Signature of Authorized Representative)

September 21 2011

(Date)

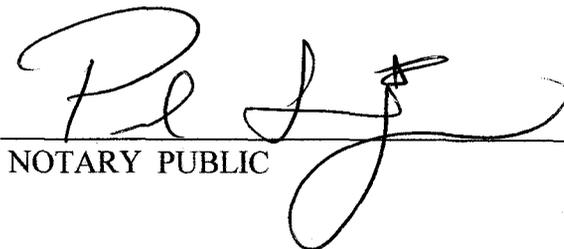
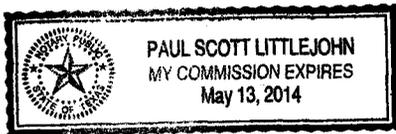
Maria Elena Zepeda

(Print Name of Authorized Representative)

President

(Title)

SUBSCRIBED AND SWORN to before me this 21<sup>st</sup> day of September, 2011.

  
NOTARY PUBLIC

My Commission Expires May 13, 2014

**ARIZONA CORPORATION COMMISSION**

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

**Of  
Roman LD, Inc.**

**ATTACHMENT A**

**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.**

A copy of Applicant's Certificate of Good Standing as a Foreign Corporation is attached.

**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).**

Owner:

<u>Individual And Address</u>	<u>Shares Owned</u>	<u>Percentage of Shares Issued</u>
Sapina Quayum 2300 Valley View Lane Suite 306 Irving, Texas 75062	1,000,000	100%

Company Officers:

<u>Individual And Address</u>	<u>Shares Owned</u>	<u>Percentage of Shares Issued</u>
Maria Elena Zepeda, President	0	0
Christiana Gonzales, Treasurer	0	0
Abul Karim, Secretary 2300 Valley View Lane Suite 306 Irving, Texas 75062	0	0

Directors:

<u>Individual And Address</u>	<u>Shares Owned</u>	<u>Percentage of Shares Issued</u>
Maria Elena Zepeda 2300 Valley View Lane, Suite 306 Irving, Texas 75062	0	0

# STATE OF ARIZONA



Office of the  
**CORPORATION COMMISSION**  
CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that

**\*\*\*PREFERRED LONG DISTANCE, INC.\*\*\***

a foreign corporation organized under the laws of California did obtain authority to transact business in the State of Arizona on the 17th day of December 2004.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation has not had its authority revoked for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed an Application for Withdrawal as of the date of this certificate.

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 or 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 21st Day of July, 2011, A. D.



  
Executive Director

By: \_\_\_\_\_ 642789

**ARIZONA CORPORATION COMMISSION**

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

**Of  
Roman LD, Inc.**

**ATTACHMENT B**

Applicant's interexchange tariff is attached.

Proposed Rates and Charges for each service offered appear in Applicant's proposed Effective Rate Schedule No. 1.

Tariff Maximum Rate and Prices to be charged appear beginning at tariff Sheet No. 23.

Terms and Conditions Applicable to provision of Service appear beginning at tariff Sheet No. 8.

Deposits, Advances, and/or Prepayments Applicable to provision of Service appear at tariff Sheet No. 20.

The proposed fee that will be charged for returned checks appears beginning at tariff Sheet Nos. 24, 25.

**ARIZONA TELECOMMUNICATIONS TARIFF**

Regulations and Schedule of Charges Applying to  
Competitive Interexchange  
Telecommunications Services  
in the State of Arizona

**ROMAN LD, INC.**

2300 Valley View Lane, Suite 340  
Irving, Arizona 75062

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Roman LD, Inc., ("Roman" or "Company") within the State of Arizona. This tariff is on file with the Arizona Corporation Commission ("Commission") and is in concurrence with all applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business; 2300 Valley View Lane, Suite 340, Irving, Texas 75062

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Issued: October 7, 2011  
Issued By:

Maria Elena Zepeda  
Roman LD, Inc.  
2300 Valley View Lane, Suite 340  
Irving, Texas 75062

Effective Date:

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**CHECK SHEET**

The Title Sheet and Sheets 1 through 25 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s). An asterisk (\*) appearing next to the Sheet Version indicates revisions made in a given filing.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original		
1	Original		
2	Original		
3	Original		
4	Original		
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25	Original		

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Issued: October 7, 2011

Issued By:

Maria Elena Zepeda

Roman LD, Inc.

2300 Valley View Lane, Suite 340

Irving, Texas 75062

Effective Date:

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Issued: October 7, 2011  
Issued By:

Maria Elena Zepeda  
Roman LD, Inc.  
2300 Valley View Lane, Suite 340  
Irving, Texas 75062

Effective Date:

**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify **changed** condition or regulation.
- (D) To signify **discontinued** rate, regulation or condition.
- (I) To signify a change resulting in an **increase** to a Customer's bill.
- (M) To signify that text has been relocated (**moved**) without change.
- (N) To signify a **new** rate, regulation condition or sheet.
- (R) To signify a change resulting in a **reduction** to a Customer's bill.
- (T) To signify a change in **text** but no change to rate or charge.

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, 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 their 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 four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.1.
- 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.

### APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA interexchange telecommunications Services within the State of Arizona by Roman LD, Inc.

Company's Services as set forth herein are provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.

The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company.

Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.

The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Commission.

This Tariff is governed and interpreted according to the Laws of Arkansas.

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Issued: October 7, 2011  
Issued By:

Maria Elena Zepeda  
Roman LD, Inc.  
2300 Valley View Lane, Suite 340  
Irving, Texas 75062

Effective Date:

**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**

The Arizona Corporation Commission ("Commission")

**Company:**

Roman LD, Inc. ("Roman"), the issuer of this Tariff.

**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.

**Disconnect or Disconnection:**

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

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Measured Service:**

The provision of long distance measured time communications telephone service to Customers who access the Company's service at its contracted interexchange carriers' switching and call processing equipment by means of access facilities obtained from local exchange common carrier(s). Company contracted interexchange carrier is responsible for arranging the access lines.

**Monthly Service Fee:**

The monthly fee applied to Customers for account maintenance.

**Presubscribe or Presubscription:**

The Customer's order for Company's calling services through the Company, which involves the Local Exchange Carrier PIC change process.

**Subscribe or Subscription:**

The Customer's order for Company's calling services directly through the Company and not involving the Local Exchange Carrier PIC change process.

**Subscriber:**

See "Customer" definition.

**SECTION 2 - RULES AND REGULATIONS**

**2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area between points within the State of Arizona.
- 2.1.2. Company is a provider of interexchange telecommunications to Customers for 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. Customer's monthly charges for Company's Service are based on the total time Customer actually uses the service.
- 2.1.5. Subject to availability, the Customer may use authorization 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.
- 2.1.6. 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.

**2.2. LIMITATIONS**

- 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 immediately disconnect service when necessitated by conditions beyond the company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the laws, rules, regulations, or policies of the jurisdiction of the originating station or terminating station, or regulations and policies of the Commission.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS, Continued**

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available.
- 2.2.4. Title to all facilities provided by Company under these regulations remains in Company's name.
- 2.2.5. 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 of service.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer.
- 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. 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.

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**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. In no event will the Company be responsible for consequential damages for lost profits suffered by a Customer or end user as the result of interrupted or unsatisfactory service. For the purpose of computing such amount a month is considered to have 30 days.
- 2.4.2. 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.
- 2.4.3. 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.4. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other actions or liabilities 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 the Company's negligence.
- 2.4.5. 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 God, 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 or more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, 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. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claims or demands.
- 2.4.7. The Company shall not be liable for any damages, including usage charges that 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.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. INTERRUPTION OF SERVICE**

- 2.5.1. 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. It shall be the obligation of the Customer to 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.
- 2.5.2. No credit allowances will be allowed for an interruption of services for continuous duration of less than two hours.
- 2.5.3. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/160th for each hour over two (2) such hours of interruption up to a maximum of 6/160th multiplied by the average monthly usage bill of the Customer. If service is activated for less than one (1) month, the monthly usage amount shall be determined by extending the actual usage for the days of service to thirty (30) days.

**2.6. RESTORATION OF SERVICE**

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

**2.7. MINIMUM SERVICE PERIOD**

- 2.7.1 The minimum service period for all services, unless otherwise stated is one month. Service retained for less than the minimum service period will be billed for a full month of service.
- 2.7.2. For minimum service periods less than one month, except those involving the minimum billing period, the monthly recurring charge is prorated and a bill rendered for the actual days in service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. PAYMENTS AND BILLING**

- 2.8.1. The Company will comply with the provisions of R14-2-508(B) and (C) with respect to billing format and billing terms for Service.
- 2.8.2. Charges for service are applied on a recurring and nonrecurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the subscriber. Service continues to be provided until canceled by the Customer with no less than thirty (30) days notice.
- 2.8.3. The Customer is responsible for the payment of all charges for services furnished to the Customer. Charges are based on actual usage and are billed monthly in arrears.
- 2.8.4. Billing will be payable upon receipt and deemed past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5% late payment charge for the unpaid balance. Each account shall be granted not less than one complete forgiveness of late payment charge. Customers shall be notified by letter when eligibility for forgiveness of late payment charge has been utilized.
- 2.8.5. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

**2.9. BILLING DISPUTES**

- 2.9.1. Billing disputes should be addressed to Company's customer service organization via telephone to 888.227.2759. Customer service representatives are available between 8:00 AM and 7:00 PM Central Time. Customers may leave recorded messages after business hours, which will be returned the following business day.
- 2.9.2. 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 may take the following course of action:

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. BILLING DISPUTES, Continued**

2.9.2. Continued

- A. First, the Customer may request the Company 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. Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision. The address of the Commission is:

Arizona Corporation Commission  
Consumer Services Section  
1200 West Washington Street  
Phoenix, Arizona 85007

Telephone number: 602.542.4251  
Toll Free: 800.222.7000  
Web Site: [www.azcc.gov](http://www.azcc.gov)

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. CANCELLATION BY CUSTOMER**

- 2.10.1 The Company's services consist of Presubscribed interstate and intrastate interexchange services as set forth in this Tariff.
- 2.10.2 To effectively cancel all services with Company, the Customer must call or write the Company's Customer service Department and notify the Company of the Customer's desire to terminate all services, whether Presubscribed or Subscribed. Cancellation by the Customer of Presubscribed intrastate and interstate long distance services will not automatically result in the cancellation of casual calling, travel card and other Subscribed services. The Customer must notify the Company of the cancellation of Presubscribed and Subscribed services.
- 2.10.3 The Customer will remain responsible to pay for all monthly fees and charges incurred through the date that the Customer first directly notifies the Company of his or her desire to cancel Presubscribed and Subscribed service(s). Failure to cancel all services will result in the imposition of a monthly fees and charges for the services not cancelled.
- 2.10.4 If a Customer either voluntarily cancels their services with the Company or if the Company cancels the Customer's Presubscribed long distance services for any reason set forth in this Tariff, the Company will have no obligation whatsoever to assist the Customer in any respect in switching from the Company to another carrier.
- 2.10.5. Any non-recoverable cost of company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. Based on an order for service and construction has either begun or has been completed, but no service provided.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.11. CANCELLATION BY COMPANY****2.11.1. Non-permissible Reasons to Disconnect Service**

Pursuant to R14-2-509(A), the Company may not disconnect Service for any of the reasons stated below:

- A. Delinquency in payment for Services rendered to a prior Customer at the Premises where Service is being provided, except in the instance where the prior Customer continues to reside on the Premises.
- B. Failure of the Customer to pay for Services or equipment which are not regulated by the Commission.
- C. Residential Service may not be disconnected due to nonpayment of a bill related to another class of Service.
- D. Failure to pay for a bill to correct a billing error if the Customer agrees to pay over a reasonable period of time.
- E. Failure to pay the bill of another Customer as guarantor thereof unless guarantor does not make acceptable payment arrangements.
- F. Disputed bills where the Customer has complied with the Commission's rules on complaints.

**2.11.2. Disconnection of Service Without Notice**

Pursuant to the provisions of R14-2-509(B), the Company may terminate the Service of Customers without notice under the following circumstances:

- A. The existence of an obvious hazard to the safety or health of the consumer or the general population or the Company's personnel or facilities; or
- B. The Company has evidence of tampering or evidence of fraud.
- C. The Company will not be required to restore Service until the conditions that resulted in the termination have been corrected to the Company's satisfaction.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.11. CANCELLATION BY COMPANY, Continued**

**2.11.3. Disconnection of Service With Notice**

The Company may disconnect a Customer's Service upon five (5) days written notice according to the provisions of R14-2-509(C), below:

- A. The Company may disconnect Service to any Customer for any reason stated below provided the Company has met the notice requirements established by the Commission:
1. Customer violation of any of the Company's tariffs filed with the Commission and/or violation of the Commission's rules and regulations.
  2. Failure of the Customer to pay a bill for Service.
  3. Failure of the Customer to provide the Company reasonable access to its equipment and property.
  4. Customer breach of Contract for Service between the Company and Customer.
  5. When necessary for the Company to comply with an order of any governmental agency having such jurisdiction.
  6. Unauthorized resale of equipment or Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.11. CANCELLATION BY COMPANY**

## 2.11.4. Termination Notice Requirements

- A. The Company will not terminate Service to any of its Customers without providing advance written notice to the Customer of the Company's intent to disconnect Service, except under those conditions specified where advance written notice is not required.
- B. Pursuant to the provisions of R14-2-509(D), such advance written notice will contain, at a minimum, the following information:
  - 1. The name of the person whose Service is to be terminated and the telephone number where Service is being rendered.
  - 2. The Company rule or regulation that was violated and explanation thereof or the amount of the bill which the Customer has failed to pay in accordance with the payment policy of the Company, if applicable.
  - 3. The date on or after which Service may be terminated.
  - 4. A statement advising the Customer to contact the Company at a specific phone number for information regarding any deferred billing or other procedures which the Company may offer or to work out some other mutually agreeable solution to avoid termination of the Customer's Service.

## 2.11.5. Timing of Terminations with Notice

- A. Termination notice shall be considered to be given to the Customer when a copy thereof is left with the Customer or posted first class in the United States mail, addressed to the Customer's last known address.
- B. If after the period of time allowed by the notice has elapsed and the delinquent account has not been paid nor arrangements made with the Company for the payment thereof, or in the case of a violation of the Company's rules, the Customer has not satisfied the Company that such violation has ceased, the Company may then terminate Service on or after the day specified in the notice without giving further notice.
- C. The Company has the right (but not the obligation) to remove any or all of its property installed on the Customer's Premises upon the Termination Of Service.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. INTERCONNECTION**

- 2.12.1. 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 facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.12.2. 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.

**2.13. DEPOSITS**

The Company does not require a deposit from the Customer.

**2.14. TAXES**

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and disabled program service surcharges.

**SECTION 3 – DESCRIPTION OF SERVICE****3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service, which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed on a flat monthly basis regardless of the number of calls placed, or length of calling.

**3.2. APPLICATION OF RATES****3.2.1. Timing of Calls**

- 3.2.1.1. The Customer's 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 and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company'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.
- 3.2.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.
- 3.2.1.3. 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.
- 3.2.1.4. There is no billing for incomplete calls.

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**SECTION 3 – DESCRIPTION OF SERVICE, Continued****3.2. APPLICATION OF RATES, Continued****3.2.2. Service Areas**

- 3.2.2.1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.
- 3.2.2.2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

**3.3. PROMOTIONAL OFFERINGS**

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings will have an established start date and ending date, the ending date to be no more than one calendar year from the start date. All promotional offerings will be filed with the Commission for Tariff approval.

**3.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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**SECTION 4 – RATES**
**4.1. INTEREXCHANGE SERVICE CHARGES****4.1.1. Unlimited Plan**

Customers receive unlimited calls, intrastate, interstate, Canada and to European land lines under a single recurring monthly charge per line.

	Minimum Rate	Maximum Rate
Unlimited Plan, initial line, per month	\$0.99	\$69.99
Unlimited Plan, each additional line, per month	\$0.99	\$69.99
Multiline Account Charge, per account, per month	\$0.99	\$18.50

**4.2. MISCELLANEOUS FEES AND SURCHARGES****4.2.1. Monthly Service Fee**

A monthly service fee applies exclusively to Company's Switched Access Services, Inter and IntraLATA.

	Minimum Rate	Maximum Rate
Switched Access Service Fee, Per Month	\$0.99	\$15.00

**4.2.2. Primary Interexchange Carrier Change Charge**

	Maximum Rate	Minimum Rate
Charge, per change	\$0.99	\$15.00

**4.2.3. 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.

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**SECTION 4 – RATES, Continued**

**4.2. MISCELLANEOUS FEES AND SURCHARGES, Continued**

**4.2.4. Returned Check Charge**

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

	Minimum Rate	Maximum Rate
Returned Check Charge	\$0.99	\$40.00

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**SECTION 5 – EFFECTIVE RATE SCHEDULE**
**5.1. INTEREXCHANGE SERVICE CHARGES****5.1.1. Unlimited Plan**

Customers receive unlimited calls, intrastate, interstate, Canada and to European land lines under a single recurring monthly charge per line.

Unlimited Plan, initial line, per month.	\$24.99
Unlimited Plan, each additional line, per month.	\$24.99
Multiline Account Charge, per account, per month.	\$6.50

**5.2. MISCELLANEOUS FEES AND SURCHARGES****5.2.1. Monthly Service Fee**

A monthly service fee applies exclusively to Company's Switched Access Services, Inter and IntraLATA.

Switched Access Service Fee, Per Month	\$4.99
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**5.2.2. Primary Interexchange Carrier Change Charge**

Charge, per change	\$4.95
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**5.2.3. 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.

**5.2.4. Returned Check Charge**

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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**ARIZONA CORPORATION COMMISSION**

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

**Of**

**Roman LD, Inc.**

**ATTACHMENT C**

Draft Publication Notice  
(Attached)

**IN THE MATTER OF THE APPLICATION OF LIBERTY-BELL TELECOM,  
LLC FOR APPROVAL OF A CERTIFICATE OF CONVENIENCE AND  
NECESSITY TO PROVIDE RESOLD LONG DISTANCE  
TELECOMMUNICATION SERVICES.  
(DOCKET NO. T- \_\_\_\_\_ )**

On [date], Roman LD, Inc. ("Roman" or "Company") filed with the Arizona Corporation Commission ("Commission") an application for approval of a Certificate of Convenience and Necessity ("CC&N") to provide resold long distance telecommunication services in Arizona. Roman's application also requests a determination that its proposed services are competitive within the State of Arizona. The Commission's Utilities Division ("Staff") has recommended approval of Liberty-Bell's application, subject to certain conditions. The Commission will issue a Decision following consideration of testimony and evidence presented at an evidentiary hearing. The Commission is not bound by the proposals made by Roman, Staff, or any intervenors. Roman will be required to provide service under the rates, charges, terms, and conditions established by the Commission. Copies of the application, the Staff Report, and any written objections to the Staff Report filed by Roman or intervenor(s) will be available at Roman at 2300 Valley View Lane, Suite 340 Irving, TX 75062-1780; at the Commission's Docket Control Center at 1200 West Washington, Phoenix, Arizona; and on the internet via the Commission website ([www.azcc.gov](http://www.azcc.gov)) using the e-Docket function.

The Commission will hold a hearing on Roman's application on [date time], at the Commission's offices, 1200 West Washington Street, Room 100, Phoenix, Arizona. Public comments will be taken on the first day of the hearing. Written public comments may be submitted via email (for instructions go to <http://www.azcc.gov/Divisions/Utilities/consumerservices.asp>) or by mailing a letter referencing Docket No. T-20752A-10-0307 to: Arizona Corporation Commission, Consumer Services Section, 1200 West Washington Street, Phoenix, AZ 85007. If you require assistance, you may contact the Consumer Services Section at 1-800-222-7000 or 602-542-4251.

The law provides for an open public hearing at which, under appropriate circumstances, interested parties may intervene. Any person or entity entitled by law to intervene and having a direct and substantial interest in the matter will be permitted to intervene. If you would like to intervene, you must file a written motion to intervene with the Commission, and you must send copies of the motion to Liberty- Bell or its counsel and to all parties of record in the case. Your motion to intervene must contain the following:

1. The name, address and telephone number of the proposed intervenor and of any person upon whom service of documents is to be made if different from the intervenor;
2. A short statement of the proposed intervenor's interest in the proceeding (e.g., a customer of the Company, a shareholder of the Company, etc.); and
3. A statement certifying that a copy of the motion to intervene has been mailed to the Company or its counsel and to all parties of record in the case.

The granting of motions to intervene shall be governed by A.A.C. R14-3-105, except that all motions to intervene must be filed on or before [date]. The granting of intervention, among other things, entitles a

party to present sworn evidence at the hearing and to cross examine other witnesses. However, failure to intervene will not preclude any interested person or entity from appearing at the hearing and making a statement on their own behalf. If representation by counsel is required by Arizona Supreme Court Rule 31, intervention will be conditioned upon the intervenor obtaining counsel to represent the intervenor.

The Commission does not discriminate on the basis of disability in admission to its public meetings. Persons with a disability may request a reasonable accommodation such as a sign language interpreter, as well as request this document in an alternative format, by contacting the ADA Coordinator, Shaylin Bernal, at SABernal@azcc.gov, voice phone number 602-542-3931. Requests should be made as early as possible to allow time to arrange the accommodation.

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services  
Of  
Roman LD, Inc.**

**ATTACHMENT D**

**Applicant's audited financial statements for the two (2) most recent years is attached,  
including**

**A copy of the Applicant's balance sheet.**

**A copy of the Applicant's income statement.**

**A copy of the Applicant's audit report.**

**A copy of the Applicant's retained earnings balance.**

**A copy of all related notes to the financial statements and information.**

Applicant has operated for less than one year and cannot provide financial statements for a two full year period, accordingly.

Attachments

Balance Sheet: - a/o April 2011

Income Statement: - a/o April 2011

Audit Report Applicant has not engaged in an audit of its financial statements, nor has it been required to engage in such audit by any regulatory agency

Applicant's retained earnings balance is \$28,607 (Balance Sheet a/o April 2011).

**NOTE: Applicant considers all financial information to be confidential and proprietary. While Applicant recognizes that the Commission does not routinely grant requests for confidentiality of financial information extended to other forms of confidential materials in Arizona, Applicant respectfully requests that the Commission inform Applicant of requests for access to Applicant's financial information by parties who are not members of the Commission.**

CONFIDENTIAL

3:20 PM  
04/26/11  
Accrual Basis

ROMAN LD, INC.  
Profit & Loss  
January 1 through April 26, 2011

Jan 1 - Apr 26, 11

Ordinary Income/Expense	
Expense	
Business License and Permits	10.00
Professional Fees	
Accounting/Billing	5,000.00
Legal	9,272.19
Registered Agency	2,080.00
Total Professional Fees	16,352.19
Total Expense	16,362.19
Net Ordinary Income	(16,362.19)
Net Income	<u>(16,362.19)</u>

CONFIDENTIAL

3:18 PM  
04/26/11  
Accrual Basis

ROMAN LD, INC.  
Balance Sheet  
As of April 26, 2011

CONFIDENTIAL

	Apr 26, 11
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Citibank - 3333	28,307.81
Petty Cash Fund	300.00
<b>Total Checking/Savings</b>	<u>28,607.81</u>
<b>Total Current Assets</b>	<u>28,607.81</u>
<b>TOTAL ASSETS</b>	<u><u>28,607.81</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	(30.00)
<b>Total Accounts Payable</b>	<u>(30.00)</u>
<b>Total Current Liabilities</b>	<u>(30.00)</u>
<b>Total Liabilities</b>	<u>(30.00)</u>
Equity	
Add-in Capital	25,000.00
Capital Stock	20,000.00
Net Income	(16,362.19)
<b>Total Equity</b>	<u>28,637.81</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>28,607.81</u></u>

CONFIDENTIAL

ARIZONA CORPORATION COMMISSION

**Application and Petition for Certificate of Convenience and Necessity to Provide  
Intrastate Telecommunications Services  
Of  
Roman LD, Inc.**

**ATTACHMENT E**

Roman LD, Inc. provides the following additional information in support of its application. A summary of Roman's senior managerial experience is attached, demonstrating that Applicant has the managerial ability to provide service in the State of Arizona.

Applicant's customer service support to Arizona subscribers represents an extension of the functions performed by its customer service organization, scaled to serve additional subscribers in Arizona from its Texas headquarters. The Company does not plan to maintain employees in Arizona.

Applicant's rates reflect the Company's underlying costs and a reasonable return, while enabling the Company to remain competitive and attract and retain subscribers in Arizona's highly competitive local exchange and interexchange markets.

The Company's proposed Arizona rates are designed to be competitive with those of other interexchange carriers in Arizona.

As a new market entrant, Applicant could not successfully attract and retain subscribers unless its rates were competitive with larger, more established competitors. Yet Applicant does not have market power to control pricing and could not sustain unreasonably low, anti-competitive service rates through service subsidies in Arizona or elsewhere. Applicant's Arizona rates are consistent with those charged by other competitive interexchange carriers operating under Commission-approved tariffs. Applicant's proposed rates should be considered fair, just, and reasonable, accordingly.

# MARIA ZEPEDA

*PRESIDENT \* OPERATIONS*

Experience with State and Federal Telecommunication Rules, Regulations and business operations, my administrative experience has lead to ultimately improved business strategies and competitive advantage.

Company's objective and progressive with dynamic leadership and business acumen to produce extraordinary results. I am a selfless advocate and masterful persuader.

## AREAS OF EXPERTISE

*Federal and Regulations Rules*

*Corporate Planning & Strategic Development*

*Global Multi-Site Operational Leader*

*Extensive Administration Leadership*

*Executive Decision Maker*

*Project Engineer, Designed Frame Relay*

*Plan & Improved Operations*

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## EXPERIENCE & ACHIEVEMENTS

### **President—Roman LD, Inc. Irving, TX**

**May 2011 to Present**

Senior-Level Executive with extensive State and Federal regulatory rules, regulations, managerial experience in telecommunications. Strong and extensive qualifications in general management, business planning, systems technology design, implementation and staff development/leadership. Proven ability to improve operations, impact business growth and maximize profits.

### **Senior Vice President—Silv Communication Inc. Los Angeles, CA**

**2001-April 2011**

Senior-Level Executive with extensive State and Federal regulatory rules, regulations, managerial experience in human relations and telecommunications. Strong and extensive qualifications in general management, business planning, systems technology design, implementation and staff development/leadership. Proven ability to improve operations, impact business growth and maximize profits through achievements in designing a frame relay created seamless solutions and reduce cost by outsourcing to Bangladesh, India and other parts of the world.

### **Office Administrator- America Net LLC. Los Angeles, CA**

**1998 – 2001**

As an office Administrator I was responsible for the company's day to day operations, data entry, system engineering and human resources. In the regulatory complaint department and customer service, I developed quick and satisfactory responses to the state and federal regulatory agencies. I designed executive and management reporting systems.

Positioned to utilize my excellent people skills, ability to solve problem, excellent customer service skills and the ability to resolve issues. I enjoy fixing problems and to determining the best solution to meet the company's and customers expectations.

# MARIA ZEPEDA

*PRESIDENT \**

## *OPERATIONS*

**Corporate Paralegal- Law Office Of Delores Brown      Los Angeles, CA      1993 – 1998**

As a paralegal assistant my most important task was to help the attorney in preparing for hearings, trials, and corporate meetings. My responsibilities included investigating the facts of cases and ensuring that all relevant information was considered, identify appropriate laws, judicial decisions analyze and organize the information.

Interview the clients and prepare the legal arguments, draft pleadings and motions to file in court, obtain affidavits, and assist attorney during trial. Settled clients property damage, track files and make them available for easy access to the attorney.

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## ◆ EDUCATION    ◆ TRAINING    ◆ TECHNICAL SKILL    ◆ OPERATING SYSTEMS

### ***Education:***

BA, Business Management – California State University- 1998

AA, Computer Sciences – Westwood College of Technology -1994

General College Pre-Classes --- High-Tech --- 1991

High School Diploma – Los Angeles High- Los Angeles, CA – 1990

### ***Training:***

Highland Lake Software CAS (Customers Accounting System) Telecommunication E-Billing

Level3, Broadwing Telecommunications LLC, MCI-Verizon, Qwest Communication Provisioning Data System

ACI, HBS, BSG CLEARING SOLUTIONS, Accounting Systems

### ***Technical Skills:***

Software and Servers accounting systems, 1+ Long Distance, COBOL, TMDA and Visual Basic  
NET (ASP.NET, VB, ADO.NET and WEB SERVICES)

### ***Operating Systems:***

Windows XP, Windows 98, Windows NT4.0, Windows 2000 Server, and DOS .