

ORIGINAL NEW APPLICATION



M&D MARASHLIAN & DONAHUE, LLC
THE COMMLAW GROUP

November 12, 2014

Via FedEx Overnight

Docket Control Center
Utilities Division
Arizona Corporation Commission
1200 West Washington Street
Phoenix, AZ 85007

RECEIVED
2014 NOV 14 P 2:56
AZ CORP COMMISSION
DOCKET CONTROL

RE: Dial World Communications, LLC
Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunications Services

T-20921A-14-0390

Dear Sir or Madam:

Enclosed for filing please find an original and thirteen (13) copies of the application and petition for a certificate of convenience and necessity to provide resold long distance telecommunications services submitted on behalf of Dial World Communications, LLC ("Dial World").

Prior to submitting the required financial information, issuance of a protective order by staff is respectfully requested. Please send the document to the attention of the undersigned at vmp@commlawgroup.com.

Any questions you may have regarding this filing should be directed to my attention at (703) 714-1309 or via email at vmp@commlawgroup.com. Thank you for your assistance in this matter.

Respectfully submitted,

Vineetha Philai
Counsel to Dial World Communications, LLC

Enclosures

Arizona Corporation Commission

DOCKETED

NOV 14 2014

DOCKETED BY

MARASHLIAN & DONAHUE, LLC

TELEPHONE: (703) 714-1300 THE COMMLAW GROUP
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ORIGINAL NEW APPLICATION

APPLICATION 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-20921A-14-0390

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AZ CORP COMMISSION
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Arizona Corporation Commission

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NOV 14 2014

DOCKETED BY 

ARIZONA CORPORATION COMMISSION

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

Mail original plus 13 copies of completed application to:

For Docket Control Only:
(Please Stamp Here)

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

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

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

Type of Service: _____

Docket No.: _____ Date: _____ Date Docketed: _____

A. COMPANY AND TELECOMMUNICATION SERVICE INFORMATION

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

Dial World Communications, LLC
19109 SW 80th Court
Miami, FL 33157
Tel: 305-259-1566
Fax: 305-574-7881
ray@dialworldcom.com; www.dialworldcom.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):

N/A

(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:

Raymond J. Valme
19109 SW 80th Court
Miami, FL 33157-7457
Tel: 305-796-9528; Fax: (305) 574-7881
ray@dialworldcom.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:

Vineetha Pillai, Esq.
Marashlian & Donahue, LLC
1420 Spring Hill Road, Suite 401
McLean, VA 22102
Tel: 703-714-1309; Fax: 703-714-1330
vmp@commlawgroup.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:

Raymond J. Valme
19109 SW 80th Court
Miami, FL 33157-7457
Tel: 305-796-9528; Fax: (305) 574-7881
ray@dialworldcom.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: ___ "S", ___ "C", ___ Non-profit
- Other, specify: _____

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

See 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.

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

Your Tariff must include the following information: See Attachment B

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:

See Attachment F

- Statewide. (Applicant adopts statewide map of Arizona provided with this application).
- Other. Describe and provide a detailed map depicting the area.

(A-11) Indicate if the Applicant or any of its officers, directors, partners, or managers has been or are currently involved in any formal or informal complaint proceedings 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.

Applicant nor 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.

(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.

Applicant nor 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.

(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

No. Customers can access Applicant's network via 1-8XXX (toll-free) or 1-Are Code-XXX (DIDs)

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

May 24, 2010

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.

Applicant is only seeking authority as a Long Distance Reseller.

(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.

See 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.

PhoenixSoft, Phoenix, Arizona

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

N/A

(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.

Florida, Illinois, Indiana, Michigan, New York, North Carolina, Oklahoma, Pennsylvania and Texas

(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.

N/A

(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.

(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. See Attachment D
2. A copy of the Applicant's income statement.
3. A copy of the Applicant's audit report.
4. A copy of the Applicant's retained earnings balance.
5. A copy of all related notes to the financial statements and information.

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

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

N/A

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

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

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

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

Yes

No

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

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

(D-1) Indicate if the Applicant is currently selling facilities-based long distance telecommunications services AND/OR facilities-based local exchange telecommunications services in 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.

E. FACILITIES-BASED LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES

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

Yes

No

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

Yes

No

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

Yes

No

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a

Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county, and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services (A.A.C. Title 14, Chapter 2, Article 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.

Raymond J. Valme
(Signature of Authorized Representative)

11/7/2014
(Date)

RAYMOND J. VALME
(Print Name of Authorized Representative)

CEO
(Title)

SUBSCRIBED AND SWORN to before me this 7th day of November, 2014

[Signature]
NOTARY PUBLIC

My Commission Expires 9/3/18



LAURA GAVILAN
MY COMMISSION # FF 119297
EXPIRES: September 3, 2018
Bonded Thru Budget Notary Services

LIST OF ATTACHMENTS

ATTACHMENT A: Arizona Certificate of Good Standing as a Foreign LLC, List of Members with Respective Ownership Interests

ATTACHMENT B: Tariff

ATTACHMENT C: Affidavit of Publication

ATTACHMENT D: Financial Information

ATTACHMENT E: Financial Projections

ATTACHMENT F: Geographic Market to be Served

ATTACHMENT A

Certificate of Good Standing

Member Names and Percentage of Ownership

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****DIAL WORLD COMMUNICATIONS, LLC*****

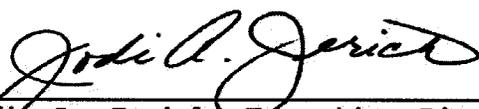
a foreign limited liability company organized under the laws of the jurisdiction of Delaware did obtain a Certificate of Registration in Arizona on the 5th day of May 2014.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said limited liability company has not had its Certificate of Registration revoked for failure to comply with the provisions of A.R.S. section 29-601 et seq., the Arizona Limited Liability Company Act; and that the said limited liability company has not filed a Certificate of Cancellation 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 9th Day of October, 2014, A. D.





Jodi A. Jerich, Executive Director

By: _____ 1133739

Raymond J. Valme – Managing Member – 50% owner

Leonard L. Bittner – Managing Member – 50% owner

ATTACHMENT B

Arizona Interexchange Service Tariff

TITLE SHEET

ARIZONA

INTEREXCHANGE TELECOMMUNICATIONS RESELLER TARIFF

OF

Dial World Communications, LLC

19109 SW 80th Court

Miami, Florida 33157

Telephone: (800) 482-6415

Facsimile: (305) 574-7881

Toll Free: (800) 482-6415

This Tariff applies to the Intrastate Reseller Interexchange Telecommunications Service furnished by Dial World Communications, LLC. ("Company"). This tariff is on file with the Arizona Corporation Commission ("Commission"), and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: November 12, 2014

Effective:

Raymond J. Valme, CEO
Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157

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Issued: November 12, 2014

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Raymond J. Valme, CEO
Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157

CHECK SHEET

Pages listed below of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages as named below comprise all changes from the original tariff and are currently in effect as of the date of the bottom of this pages.

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

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Raymond J. Valme, CEO
Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157

CHECK SHEET, (CONTD.)

PAGE	REVISION
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original
32	Original
33	Original
34	Original
34	Original
35	Original
36	Original
37	Original
38	Original
39	Original
40	Original
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original

NOTE: Future revisions to these original tariff pages shall include an updated Check Sheet. Such Check Sheet shall include an (*) beside the applicable page number and the caption "Revision No. ".

Issued: November 12, 2014

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Raymond J. Valme, CEO
Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157

SYMBOLS

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

- (AT)** means addition to text
- (C)** means correction
- (CP)** means change in practice
- (CR)** means change in rate
- (CT)** means change in text
- (DR)** means discontinued rate
- (FC)** means change in format lettering or numbering
- (MT)** means moved text
- (NR)** means new rate
- (RT)** means removal of text

In addition to symbols for changes, each provision or rate element changed will contain a vertical line which will clearly show the exact number of lines being changed.

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Raymond J. Valme, CEO
Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157

TARIFF FORMAT

- (A) Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 4 and 5 would be 4.1.
- (B) Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 4 cancels the 3rd revised Page 4.
- (C) Paragraph Numbering Sequence - There are five levels of paragraph coding. Each level of coding is subservient to its next higher level:
 - 2
 - 2.1
 - 2.1.1
 - 2.1.1.(A)
 - 2.1.1.(A).1
- (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 pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision.

Issued: November 12, 2014

Effective:

Raymond J. Valme, CEO
Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157

APPLICABILITY OF TARIFF

This tariff contains the description of the services offered, the terms and conditions under which each of the services are provided and all effective rates and charges applicable to the furnishing of interexchange telecommunications services of the Company within the State of Arizona. Only those services, terms and conditions and rates and charges approved by the Arizona Corporation Commission and contained in this tariff may be provided to Customers within the State. Filed tariffs are binding on the Company and no deviation of any kind from the filed tariff is permitted.

ACCESSIBILITY OF TARIFF

This tariff is on file with the Arizona Corporation Commission and the Company's principal place of business:

Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157
(800) 482-6415

These tariffs are available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge, by contacting the Company at (800) 482-6415.

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Raymond J. Valme, CEO
Dial World Communications, LLC
19109 SW 80th Court
Miami, Florida 33157

SECTION 1 - TERMS AND ABBREVIATIONS

"Access" as used in this tariff means an arrangement which connects the Customer's or Subscriber's telecommunications service to the Underlying Carrier's designated point of presence or network switching center.

"Authorized carrier" means any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user's selection of a provider of telecommunications service with the end-user's authorization verified in accordance with the procedures specified in this Chapter.

"Billing agent" means an entity which provides bills to an end-user for services received from a reseller.

"CIC" means carrier identification code which identifies a provider of toll services by a three or four-digit number.

"Class of service" means a description of service furnished a customer in terms of grade of service, type of rate, location and use.

"Clear and conspicuous" means notice that would be apparent to the reasonable consumer.

"Commission" means the Arizona Corporation Commission.

"Company" means the Reseller referred to on the title page of this tariff, unless otherwise indicated by the context.

"Competitive service" means a telecommunications service determined by the Commission to be subject to effective competition for a relative geographic and service(s) market, after notice and hearing.

"Complaint" means any oral or written report given to a reseller by an end-user of a reseller's service and/or the Commission's Consumer Services Division relating to dissatisfaction with the provision of or the rate(s) charged for the reseller's service(s). Each complaint shall count as a separate report regardless of whether subsequent reports relate to the same situation giving rise to the dissatisfaction with the provision of or the rate(s) charged for the reseller's regulated services.

"Cramming" means the placement of unauthorized, misleading or deceptive charges on a customer's telephone bill for products or services that were never ordered by the customer.

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Miami, Florida 33157

SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

"Customer" means any person, partnership, cooperative corporation, corporation, or lawful entity that received regulated telecommunications services provided by an entity reselling intrastate telecommunications services.

"Customer class" means class of service provided to a group of customers.

"Customer trouble report" means any oral or written report given to the reseller's repair service or contact person, and/or the Commission's Consumer Services Division by a customer relating to a defect or difficulty or dissatisfaction with the provision of the telecommunications service provided by the reseller.

"Delinquent" means a payment for a billing for services provided, which is not in dispute, where payment is not received on or before the due date as posted on the bill.

"Deniable charge" means a charge for those regulated services for which nonpayment may result in a disconnection of basic local service.

"Disconnection of service" means an arrangement made by the end-user or reseller for permanently discontinuing service by terminating the contract and/or removing the telephone service from the end-user's premises.

"End-user" means the customer to whom a telephone number is assigned.

"Exchange" means a geographic area established by a telephone company and approved by the Commission for the administration of local telephone service in a specified area which usually embraces a city, town, or village and its environs. It may consist of one or more central offices together with associated plant used in furnishing communication service in that area.

"Executing carrier" means any telecommunications carrier that affects a request that an end-user's telecommunications carrier be changed. A carrier may be treated as an executing carrier, however, if it is responsible for any unreasonable delays in the execution of carrier changes or for the execution of unauthorized carrier changes, including fraudulent authorizations.

"FCC" means the Federal Communications Commission.

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Miami, Florida 33157

SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)

"IXC" means interexchange carrier or interexchange company which is a carrier or company authorized by the Commission to provide long distance communications services, but not local exchange services, within the State of Arizona borders.

"Initial Tariffs" means the first tariffs approved after, or in conjunction with, the granting of a Certificate of Convenience and Necessity.

"InterLATA call" means any call which is originated in one LATA and terminated in another LATA.

"Interstate call" means any call which is originated in one state and terminated within the boundaries of another state.

"IntraLATA call" means any call which is originated and terminated within the boundaries of the same LATA, regardless of whether such call crosses LATA boundaries prior to reaching its termination point.

"Intrastate call" means any call which is originated and terminated within the boundaries of the State of Arizona, regardless of whether such call crosses state boundaries prior to reaching its termination point.

"LATA" means Local Access and Transport Area as defined in the Code of Federal Regulations, Title 47, Part 53.3.

"LEC" means a local exchange company which is providing local exchange service.

"Letter of Agency" ("LOA") means the written authorization that gives permission to change the customer's telecommunications services and/or the customer's provider or to share that customer's network information with representatives or associates of the telecommunications company.

"New service provider" means a service provider that did not bill the end-user for service during the service provider's last billing cycle. This definition excludes service providers which bill the customer solely on a per transaction basis.

"Non-deniable charge" means a charge for those non-regulated services for which non-payment shall not result in a disconnection of basic local service.

"Not-regulated service" means the offering of service(s) where the rates and/or terms and conditions for such service(s) are not regulated by the Commission. These would include any services offered from FCC tariffs such as interstate service offerings and any taxes, fees, and surcharge applicable to those services, as well as any intrastate services not contained in tariffs approved by the Commission

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONTD.)

"Arizona Corporation Commission ("ACC" or "Commission")" means the regulatory body authorized by the Constitution of the State of Arizona and the laws of the State of Arizona promulgated by and enacted by the Governor of Arizona, which regulates certain public utilities.

"Point of presence ("POP")" means the location where an IXC has transmission equipment in a service area that serves as, or relays calls to, the interexchange network

"Regulated telecommunications service" means the offering of telecommunications service(s) directly to the public where the rates and/or terms and conditions for such service(s) are regulated by the Commission. These would include services offered from intrastate tariffs approved by the Commission and any taxes, fees and surcharges applicable to those services, and interstate services when the Commission is enforcing the FCC slamming rules.

"Reseller" means any person, partnership, cooperative corporation, corporate or lawful entity that offers telecommunications services to the public through the use of the transmission facilities of an other carriers or a combination of its own facilities and the transmission facilities of other carriers for resale to the public for provide. The term "reseller" as used in this Chapter shall not include LECs or IXCs, which shall be regulated as provided for by 165:55.

"Service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Service shall be include the provision of non-telecommunications services, including but not limited to, the printing, distribution, or sale of advertising in telephone directories, maintenance of inside wire, customer premises equipment and billing and collection, nor does it include the provision of mobile telephone service, enhanced services and other services which are not regulated.

"Service provider" means any entity that offers a product or service to a customer, the charge for which appears on the bill of the billing agent. This definition shall include only providers that have continuing relationships with the end-user that will result in periodic charges on the end-user's bill, unless the service is subsequently canceled.

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SECTION 1 - TERMS AND ABBREVIATIONS, (CONTD.)

“Slamming” means the unauthorized switching of an end-user’s presubscribed IXC or reseller.

“Submitting carrier” means any telecommunications carrier that requests on the behalf of an end-user that the end-user’s telecommunications carrier be changed and seeks to provide retail services to the end user. A carrier may be treated as a submitting carrier, however, if it is responsible for any unreasonable delays in the submission of carrier change requests or for the submission of unauthorized carrier change requests, including fraudulent authorizations.

“Suspension of service” means an arrangement made at the initiative of the reseller for temporarily discontinuing service without terminating the contract or removing the telephone service from the customer’s premises.

“Telecommunications company” or “Telecommunications carrier” means a reseller of long distance telecommunications services.

“Telecommunications service” means service provided by a reseller including voice, data, and all other types of communications services, under the reseller’s tariffs on file with the Public Utility Division of the Commission.

“Telephone bill” means a billing agent’s invoice, issued in compliance with this Chapter, for products or services rendered by itself and by a service provider(s), if any.

“Territory” means the reseller’s area of operation which may include the entire State of Arizona or some specified portion thereof.

“Unauthorized carrier” means any telecommunications carrier that submits a change, on behalf of an end-user, in the end-user’s selection of a provider of telecommunications service but fails to obtain the end-user’s authorization verified in accordance with the procedures specified in this Chapter.

“Unauthorized change” means a change in an end-user’s selection of a provider of telecommunications services that was made without authorization verified in accordance with the verification procedures specified in this Chapter.

“Underlying carrier(s)” means the provider of facilities utilized by a reseller in the provision of its interexchange service to its customers.

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SECTION 2 - RULES AND REGULATIONS

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 UNDERTAKING OF COMPANY

- 2.1.1 The Company's services are furnished for telecommunications originating and terminating within the State of Arizona under terms of this tariff.
- 2.1.2 The Company installs, operates, and maintains the telecommunications services provided herein under the accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 The Company's services are provided on a monthly basis, 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 the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.2.2 The Company reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.
- 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 Company does not offer services for resale by Customers unless such Customer has been granted a Certificate of Convenience and Necessity by the Commission to provide such services in the State of Arizona.
- 2.2.5 All facilities provided under this tariff are directly or indirectly controlled by the Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 TRANSFER OR ASSIGNMENT

2.3.1 After obtaining the Company's written consent, the Customer of record may assign or transfer the use of service where there is no interruption or physical relocation. All terms and provisions contained in this tariff will apply to any assignee or transferee. Services provided by the Company may not be transferred or assigned to a new Customer unless the following conditions have been met:

- (A) The Customer of record (assignor Customer) requests such assignment or transfer in writing at least forty-five (45) days prior to the effective date of any requested assignment or transfer; and,
- (B) The new Customer (assignee Customer) notifies the Company in writing that it agrees to assume all outstanding obligations of the former Customer for use of the Company's services. These obligations include all outstanding indebtedness for the use of the Company's service. Consent to such transfer or assignment will not be unreasonably withheld; and,
- (C) Prior written consent of the Company is secured. The Company agrees to respond to a request to assign or transfer to another Customer within thirty (30) days of receipt of the request.

2.3.2 As relates to the assignee or transferee, deposits may be required pursuant to Section 2.6 of this tariff.

2.3.3 Any permitted transfer or assignment of the Company's service will not relieve or discharge any Customer from remaining jointly and severally liable with the new Customer for any obligations existing at the time of transfer or assignment.

2.3.4 All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.4 USE OF SERVICE

- 2.4.1 The Company's service(s) may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of such service(s).
- 2.4.2 The use of the Company's service(s) to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 2.4.3 The use of the Company's service(s) without payment for service(s) or attempting to avoid payment for service(s) by fraudulent means or devices, schemes, false or invalid numbers, false credit cards or false Phone Cards of the Company's or false numbers of such cards, is prohibited.
- 2.4.4 Resale of the Company's service(s) by Customers is prohibited unless and until the Customer has provided the Company with proof that the Customer has been granted a Certificate of Public Convenience and Necessity to provide such service(s) in the State of Arizona.
- 2.4.5 The Company's service is available for use twenty-four (24) hours per day, seven days per week
- 2.4.6 The Company does not transmit messages pursuant to the tariff, but its services may be used for that purpose.
- 2.4.7 The Company's service(s) may be denied for nonpayment of charges or for other violations of this tariff.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 LIABILITIES OF THE COMPANY

- 2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors or defects in transmission which occur in the course of furnishing service(s) or facilities in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by an underlying carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the company's direct control.
- 2.5.3** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Customer-specific identifying codes issued for use with the Company's services.
- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service(s) which is not the direct result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 DEPOSITS AND INTEREST**

The Company's deposit plan includes criteria for residential and nonresidential Customers. The nonresidential plan conforms to the following except for 2.6.1, 2.6.2, 2.6.5, and 2.6.12.

- 2.6.1** The Company shall not require a deposit of a residential Customer who has received the same or similar type of classification of service for twelve (12) consecutive months and service was not terminated for nonpayment nor was payment late more than twice nor was a check for payment dishonored. The twelve (12) months service period shall have been within eighteen (18) months prior to the application for new service. The Company plan may establish other relevant criteria which will qualify the customer for nonpayment of a deposit.
- 2.6.2** Although the Company does not normally collect deposits from its Customers, deposits may be required from Customers whose credit history is unacceptable or unavailable. The amount of the deposit shall not exceed an amount equal to two (2) months toll charges determined by actual or anticipated usage. The Company plan may allow Customers to pay deposits in installments.
- 2.6.3** Upon written request by the customer, after a period of four (4) consecutive months during which time the average of toll charges is shown to have decreased by fifty percent (50%) or more, the Company shall re-evaluate the amount of the deposit in order to determine if the original deposit amount continues to be consistent with the guidelines set forth by the ACC or if the amount of the deposit shall be reduced to an amount which is consistent with the deposit guidelines.
- 2.6.4** Any excess amount of the deposit resulting from the reduction required in paragraph 2.6.3 of this subsection shall be refunded to the customer.
- 2.6.5** A present Customer may be required to post a deposit as a condition of continued service if undisputed charges have become delinquent, with delinquent meaning a payment not received on or before the due date as posted on the bill for the Company's service, in two (2) out of the last twelve (12) billing periods or if the Customer has had service disconnected during the last twelve (12) months or has presented a check subsequently dishonored.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 DEPOSITS AND INTEREST, (Cont'd.)

2.6.6 Interest on cash deposits shall be paid by the Company at no less than the rate calculated as follows:

- (A) For all Customer deposits returned within one (1) year or less, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields on one (1) year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
- (B) For all Customer deposits held by the Company for more than one (1) year, the interest rate shall be established the first day of January of each year to equal the average of the weekly percent annual yields of 10-year U.S. Treasury Securities for September, October, and November of the preceding year. The interest rate shall be rounded to the nearest basis point.
- (C) Provided, however, that after the interest rate is initially established pursuant to this subsection, the interest rate(s) shall not change unless the application of the formula in (e)(1) and/or (e)(2) of this Section results in a change in interest rate(s) that is/are greater than two hundred (200) basis points. The Director of the Public Utility Division shall calculate the interest rate(s) pursuant to (e)(1) and (e)(2) of this Section, and shall mail notice to the Company by December 15th of each year, only if a change in the rate(s) is/are necessary, otherwise the current interest rate(s) will remain in effect.

2.6.7 If refund of a deposit is made within thirty (30) days of receipt of deposit, no interest payment is required. If the Company retains the deposit more than thirty (30) days, payment of interest shall be made retroactive to the date of receipt of the deposit. No interest shall accrue on a deposit after discontinuance of service.

2.6.8 The Company shall provide payment of accrued interest for all Customers annually by negotiable instrument or by credit against current billing.

2.6.9 The deposit shall cease to draw interest on the date it is returned or credited to the Customer's account.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 DEPOSITS AND INTEREST, (Cont'd.)

- 2.6.10** The amount of the deposit, with accrued interest, shall be applied to any unpaid charges at the time of a discontinuance of services. The balance, if any, shall be returned to the Customer within thirty (30) days after settlement of the Customer's account, either in person or by mailing it to the Customer's last known address.
- 2.6.11** If service is not connected, or after disconnection of service, the Company shall promptly and automatically refund the Customer's deposit plus accrued interest on the balance, if any, in excess of the unpaid bills for service furnished. A transfer of service from one (1) premise to another within the Company's service area shall not be deemed a disconnection, and no additional deposit may be required unless otherwise permitted by this tariff.
- 2.6.12** The Company shall automatically refund the deposit for residential service, with accrued interest, after twelve (12) months' satisfactory payment of undisputed charges and where payment was not late more than twice; provided, however, that service has not been disconnected within the twelve (12) month period. Payment of a charge shall be deemed satisfactory if received on or prior to the date the bill is due. Payment of a charge shall be deemed not satisfactory if made by a check subsequently dishonored. If the Customer does not meet these refund criteria, the deposit and interest may be retained in accordance with Section 2.6.5 of this tariff.
- 2.6.13** The Company may withhold refund or return of the deposit, pending the resolution of a dispute with respect to charges secured by the deposit.
- 2.6.14** The Company shall keep records to show the name, account number, and address of each depositor; the amount and date of the deposit; and, each transaction concerning the deposit.
- 2.6.15** The Company shall issue a receipt of deposit to each applicant from whom a deposit is received and shall provide means whereby a depositor may establish claim if the receipt is lost.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.6 DEPOSITS AND INTEREST, (Cont'd.)

- 2.6.16** Such records shall be retained for two (2) years after deposit and/or interest is refunded or applied.
- 2.6.17** Upon the sale or transfer of the Company or operating units thereof, the reseller shall file, with the application of transfer, a verified list of the information in 2.6.14 of this Section, and the unpaid interest thereon. The information provided shall be treated as confidential and shall not be available for public inspection unless ordered by the Commission after notice and hearing.
- 2.6.18** The deposit made by the Customer with the Company at the time of application for service shall not constitute an advance payment to cover service bills, but for all purposes it is to be considered as security for the payment of monthly bills or other proper charges.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 BILLING AND BILLING DISPUTES

- 2.7.1** Bills to end-users shall be issued monthly, unless the Company's approved terms and conditions of service prescribe to a different interval. Bills may be issued on a billing cycle. All end-users shall receive their bills via United States mail, unless the end-user agrees with the Company to receive a bill through different means, such as electronically via the Internet. Whatever the method of delivery, bills shall comply with ACC guidelines.
- 2.7.2** The Customer is responsible for all charges including all calls placed from the Customer's location or by use of the Customer's authorization code(s).
- 2.7.3** Unless otherwise authorized by the Commission, bills shall be payable immediately upon receipt and past due twelve (12) days after the date of the Company mailing or after any deferred payment date previously established either by oral or written agreement between an end-user and the Company. The date after which the bill is past due shall be stated on the bill.
- 2.7.4** If a Customer's bill is not paid by the due date printed on the bill, the Company may impose a late charge of 1.5% per month on the delinquent amount.
- 2.7.5** Any objection to billed charges should be reported to the Company as soon as possible. Questions regarding the Company's services or charges assessed to a Customer's bill may be directed to the Company's Customer Service Department toll-free at (800) 482-6415. The Company shall investigate the particular case and report the results to the Customer. During the period that the disputed amount is under investigation, the Company shall not pursue any collection procedures or assess late fees with regard to the disputed amount. The Customer shall be required to pay the undisputed part of the bill, and if not paid, the Company may discontinue service. In the event the disputed charges are not resolved, the Company shall inform the Customer that the Customer may utilize the complaint procedures of the Commission's Consumer Services Division. The Company shall provide the Customer with the following information:

Arizona Corporation Commission
Consumer Services Division
1200 W. Washington Street
Phoenix, Arizona 85007
(602) 542-4251
(800) 222-7000

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 BILLING AND BILLING DISPUTES (CONT'D)

2.7.6 The Company must provide notice to affected end-users of any increased rate of a noncompetitive service at least twenty (20) days prior to implementation of said increase. Customer Notice of a rate increase shall comply with ACC guidelines.

2.7.7 The Company shall provide notice to affected residential customers of any increased rate for a service determined to be competitive prior to or concurrent with the effective rate increase. Customer Notice of a rate increase shall comply with ACC guidelines.

2.8 (RESERVED FOR FUTURE USE)

2.9 TAXES

The Customer is responsible for payment of any sales, use, gross receipts, excise or other local, state and federal taxes, charges or assessments, however designated (excluding taxes on the Company's net income) imposed on or based upon the provision, sale or use of the Company's services.

2.9.1 All state and local sales taxes are listed as separate line items on the Customer's bill and are not included in the quoted rate(s).

2.9.2 Other taxes, charges and the regulatory assessment shall be identified in the aggregate on the Customer's bill and shall not be included in the quoted rate(s).

2.9.3 Such taxes, charges, and assessments shall be billed to the Customers receiving service(s) within the territorial limits of such state, county, city or other taxing authority. Such billing shall allocate the tax, charge and/or assessment among Customers uniformly on the basis of each Customer's monthly charges for the types of service made subject to such tax, charge and/or assessment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.10 EQUIPMENT

The Company's facilities and service(s) may be used with or terminated in Customer-provided terminal equipment or Customer-provided telecommunications systems, such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at its premises, including personnel, wiring, electrical power, and the like, incurred in the use of the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission

2.11 INSTALLATION AND TERMINATION

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

2.12 PAYMENT FOR SERVICE

2.12.1 All charges due by the Customer are payable to any agency duly authorized to receive such payments. The billing agency may be a LEC, credit card company, or other billing service. The terms and conditions for billing, payment and collection, including without limitation, any late payment charge, specified in the LEC's local exchange service tariff shall apply to charges of the Company when the LEC serves as the billing agent for the Company or buys the Company's accounts receivables. Terms of payment shall be according to the rules and regulations of the agency, but must comply with the Commission's rules and regulations.

2.12.2 Adjustments to the Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.13 RETURNED CHECK CHARGE

If a check offered by a Customer for payment of service provided is dishonored, a returned check charge shall be applied in the amount of \$25.00.

2.14 CANCELLATION OF SERVICE BY CUSTOMER

A Customer may cancel service by providing written or verbal notice to the Company.

2.15 INTEREXCHANGE INTERCONNECTION FOR RESALE

Service(s) furnished by the Company may be connected with the services or facilities of an underlying carrier. Such service(s) or facilities, if used, are provided under the terms, rates and conditions of the underlying carrier. The Customer is responsible for all charges billed by the underlying carrier(s) for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.16 DENIAL OR TERMINATION OF SERVICE

2.16.1 Service may be refused or terminated for any of the following reasons:

- (A) Nonpayment of a bill within the period prescribed in the Company's tariff.
- (B) Failure to make a security deposit.
- (C) Violation of or noncompliance with any provision of law, Commission rules and regulations or the Company's approved tariffs.
- (D) Improper use of telecommunications services, or used in such manner as to interfere with reasonable service to other Customers.

2.16.2 The Company shall provide documentation to the prospective Customer or current Customer stating the reason(s) for denial or termination of service.

2.17 DISCONNECTION AND NOTICE

2.17.1 When service to an end user is disconnected for nonpayment of a bill for service after service has been suspended or failure to make a security deposit after a reasonable time, the Company shall give at least ten (10) days written notice to the end user of the Company's intent to discontinue service. Notice shall be mailed by the Company to the end user's address. Notice will be deemed to be given to the end user three (3) days after mailing by the Company.

2.17.2 Notices of Disconnection or Notices of Suspension shall contain the following information:

- (A) The words "NOTICE OF DISCONNECTION" or "NOTICE OF SUSPENSION" or words with the same meaning, in print type larger than the print type of the notice text.
- (B) Name, address, and telephone number of Customer.
- (C) Statement of reason for proposed disconnection or suspension of service.
- (D) The date on or after which service will be disconnected or suspended unless appropriate action is taken.
- (E) The telephone number of the Company where the Customer may make an inquiry.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.17 DISCONNECTION AND NOTICE (CONT'D)

- (F) Charges and procedures for reconnection or approved charges and procedures to avoid suspension.
- (G) The address and telephone number of the Commission's Consumer Services Division in print size, which is smaller than the print size used for the Company's telephone number.
- (H) A statement that the end user must contact the Company regarding the disconnection or suspension, prior to contacting the Commission's Consumer Services Division.
- (I) Notice of suspension of service relating to past-due amounts shall inform the end-user that the total amount due may include charges for non-deniable and/or not regulated services, which would not cause interruption of local service. The notice must indicate a toll-free telephone number of a service center where questions can be referred and payment arrangements made.

2.17.3 The Company shall not be required to give the written notice provided for in situations where the Company has evidence of fraudulent or illegal use of the Company's services, which if allowed to continue, would present a high risk of financial loss to the company.

2.17.4 The following additional information shall be in the notice unless said information can be obtained in the telephone directory and the notice refers the end-user to the location in the directory where the information can be obtained:

- (A) A statement of how an end-user may avoid the disconnection of service or suspension of service, including a statement that the end-user must notify the Company on the day of payment as to the place and method of such payment when the bill is paid at a place other than the office of the Company.
- (B) A statement that informs the end-user where payments may be made or how to obtain a listing of authorized payment agencies.

2.17.5 Notice of disconnection and/or notice of suspension shall be received via the United States mail, unless the end-user agrees with the Company to receive a bill through different means.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.18 REFUNDS OR CREDITS FOR INTERRUPTION OF SERVICE**

The Customer shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility, where applicable

2.19 INSPECTION, TESTING AND ADJUSTMENT

Upon reasonable notice, the facilities/equipment provided by the Underlying Carrier or the Reseller shall be made available to the Underlying Carrier or the Reseller for tests and adjustments as may be deemed necessary by the Underlying Carrier or the Reseller for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.20 CUSTOMER SERVICE

The Company shall maintain a toll-free number to enable Customers to contact the Company regarding, but not limited to, inquiries related to billing, making customer trouble reports, making oral cancellation of service, etc.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.1 GENERAL

3.1.1 Rates and timing of calls may vary by product type, time of day, day of week, call mileage, access method, terminating area, or call duration. Calls are billed individually and on a monthly basis. Usage is billed in arrears.

3.1.2 Intrastate services are offered in conjunction with interstate services.

3.2. TIMING OF CALLS

3.2.1 Billing for calls placed over the network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- (A) Call timing begins when the called party answers the call (i.e., when two way communications are established). Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- (B) Chargeable time for calls ends when one of the parties disconnects from the call.
- (C) Minimum call duration periods for billing purposes vary by service option.
- (D) For billing purposes, usage after the initial period varies by service and is specified by service in this tariff.
- (E) The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.3 CALCULATION OF DISTANCE ("V&H")**

Usage charges for all mileage-sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The service wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the wire center of the Customer's equipment and that of the destination point is calculated by using the vertical ("V") and horizontal ("H") coordinates found in Bellcore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the wire centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinate of each of the wire centers. Obtain the difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the wire centers.

Formula:

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.4 TIME OF DAY RATE PERIODS

3.4.1 The following rate periods apply to all service offerings and, unless otherwise specified, applicable rate periods (Day, Evening, Night/Weekend) are indicated in the chart below:

	MON	TUES	WED	THU R	FRI	SAT	SUN
8:00 AM TO 5:00 PM	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM	EVENING RATE PERIOD (Non-Day)						EVE
11:00 PM TO 8:00 AM	NIGHT/WEEKEND RATE PERIOD (Non-Day)						

* up to, but not including

3.4.2 When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

3.5 HOLIDAYS AND RATES

The Company does not offer any holiday rates at this time.

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.6 PROMOTIONAL OFFERINGS

- 3.6.1** Promotional offerings are intended to be limited-duration programs that are beneficial to the targeted and/or qualified customers. Promotional offerings are not intended to replace the Company's obligation to seek approval of permanent rates and charges.
- 3.6.2** The Company may, during promotional periods, offer customers special rate incentives. The Company shall notify the Director of the Public Utility Division, by letter, specifying the service(s) offered, terms of the promotion, location, and dates of each promotion period.
- 3.6.3** Promotional offerings of services that have been determined to be competitive shall become effective on the date specified in the Notice to the Director of the Public Utility Division, which may be dated no earlier than the date the Notice is provided to the Director of the Public Utility Division.
- 3.6.4** Notification of a promotional offering regarding a non-competitive service shall be provided fifteen (15) days prior to the initial offering of the campaign.
- 3.6.5** Any promotional offering of a non-competitive service found not to be in the best interest of the targeted and/or qualified customer(s) will be rejected by the Director of the Public Utility Division and returned to the Company with a brief explanation of the reason for the rejection. Notice of the rejection will be sent to the applicant within fifteen (15) days after the Commission's receipt of the notification letter.
- 3.6.6** Promotions may be repeated, provided the initial promotion and extension do not exceed three hundred sixty-five (365) consecutive days in length. If the promotion has been offered for three hundred sixty-five (365) consecutive days, then the same promotion cannot be offered for one hundred eighty (180) days from the date the promotion ended.

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SECTION 4 - COMPANY-SPECIFIC INFORMATION

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (CONT'D.)

4.1 Dial World Communications Prepaid Calling Card Service

4.1.1 Description of Service.

Prepaid Calling Card Service permits the use of the Dial World Communications platform for placing telephone calls. Dial World Prepaid Calling Cards are available under a variety of brand names and registered marks.

From time to time, the Company may introduce additional brand name and/or registered marks applicable to Dial World Prepaid Calling Cards.

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (CONT'D.)**4.1 Prepaid Calling Card Service (cont'd)****4.1.1 Description of Service (cont'd)**

Section 5 of this Tariff sets forth the per-minute intrastate Service rate for Dial World Prepaid Calling Cards. Depending upon the calling station location and the Customer's or Authorized User's contractual arrangements with other telecommunications service providers, additional local and regional charges may be imposed by telephone service providers other than the Company. Customers may purchase Dial World Prepaid Calling Cards at a variety of retail outlets, from Distributors, or directly from the Company. Dial World Prepaid Calling Cards are available in various denominations and are non-refundable, unless defective. Calling Cards themselves have no cash value and are nonrefundable. Dial World Prepaid Calling Card Service is accessed using a local exchange telephone number or toll-free telephone number printed on the card and/or also available from the dealer or distributor. Customers may also obtain access numbers by contacting Dial World Customer Care at (800) 482-6415, by writing the Company at Dial World Communications, LLC, 19109 SW 80th Court, Miami, Florida 33157.

At the access telephone number, the cardholder is prompted by an automated voice response system to enter the PIN associated with the Dial World Prepaid Calling Card. PINs may be reset by contacting Dial World Customer Care at the above toll-free number. PINs may expire six months after the purchase date or, in the case of a rechargeable Prepaid Calling Card, the last recharge date. Extensions are granted upon request if the account is still in use and a balance remains on the card.

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (CONT'D.)**4.1 Prepaid Calling Card Service (cont'd)****4.1.1 Description of Service (cont'd)**

All Calls must be charged against a card that has a sufficient balance. Before a Call is connected, an automated voice announcement will advise the Customer of the remaining minutes on the card. When the credit in the account reaches zero, the Call will be disconnected. The Company's processor tracks the Call duration on a real time basis to determine the cost consumed. The total consumed cost for each call, which will include applicable taxes, fees, surcharges and/or other assessments as set forth in this Tariff, are deducted from the remaining balance on the Customer's card.

A credit allowance for Dial World Prepaid Calling Card Calls is applicable to Calls which are interrupted due to cut-off, one-way transmissions, or poor transmission conditions; in such circumstances, the Customer will receive a credit equivalent to three minutes.

Certain Calls may not be completed using with Dial World Prepaid Calling Cards:

- Calls to 700, 800, 888, 877 (or typically toll free numbers) and 900 numbers;
- Operator assistance calls;
- Busy line verification;
- Conference calls;
- Calls requiring time and or charges;
- Air-to-ground calls;
- Marine/satellite calls;
- Calling Card usage is restricted from some pay telephones.

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (CONT'D.)**4.1 Prepaid Calling Card Service (Cont'd.)****4.1.1 Description of Service (Cont'd.)****4.1.1.A Rechargeable Prepaid Calling Cards**

Dial World Prepaid Calling Cards are rechargeable after initial purchase, allowing the Customer to obtain additional predetermined amounts of access to long distance telephone Services. The card is a dollar-based service, meaning that there is a fixed amount of dollars (i.e., \$10, \$25, or \$50) available to the Customer who purchases a card. Customers may recharge a card by contacting Dial World Customer Care at (800) 482-6415 and following the instructions to recharge the card by applying new charges to a credit card. Customers will be asked to select a dollar amount and when the credit card is approved, Dial World Communications' system will automatically apply the dollar amount of the recharge to the Customer's Rechargeable Prepaid Calling Card. Customers may also forward recharge amounts by check or money order to Dial World Communications, LLC, 19109 SW 80th Court, Miami, Florida 33157.

The general terms and conditions set forth in Section 4.1.1 above apply to Recharged Prepaid Calling Cards.

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (CONT'D.)

4.2 Reserved for Future Use

4.3 Reserved for Future Use

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (CONT'D.)**4.4 Directory Assistance Fee.**

Customers and Authorized Users may utilize Dial World Prepaid Calling Cards to access local or nationwide Directory Assistance services. The Directory Assistance Fee set forth in Section 4 of this Tariff is applicable to Customer/Authorized User requests to determine telephone numbers for individuals or business located (i) within the same local service area as the requesting party, (ii) outside the local service area but within the same Metropolitan Statistical Area as the requesting party, and (iii) outside the local calling area or local directory assistance area of the requesting party. Customers or Authorized Users may request up to two (2) telephone numbers per Directory Assistance request. In addition to the applicable per-minute Service charge applicable to Dial World Prepaid Calling Card Service, by branded service name (set forth in Section 4 of this Tariff), the per-Call Directory Assistance Fee will be deducted from the available card balance, regardless of whether a requested number is available. In the event a Customer's or Authorized User's Directory Assistance inquiry exceeds three (3) minutes in duration, an additional Directory Assistance Fee will also be deducted from the available card balance for each subsequent three (3) minute increment.

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SECTION 4 - COMPANY-SPECIFIC INFORMATION, (CONT'D.)

4.5 Reserved for Future Use

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SECTION 5 – DESCRIPTION OF SERVICE AND RATES AND CHARGES

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SECTION 5 – DESCRIPTION OF SERVICE AND RATES AND CHARGES (CONT'D)

5.1 Dial World Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name

Per Minute

5.1.1 Standard In-State Usage Rate - Maximum \$0.10

Unless otherwise stated herein for a particular Brand or Mark, the Standard In-State Rate applies to all Dial World Calling Cards. Standard usage rate is exclusive of any applicable fees or surcharges.

Same Usage Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

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SECTION 5 – DESCRIPTION OF SERVICE AND RATES AND CHARGES (CONT'D)

5.2 Dial World Global Direct Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name

5.2.1 Global Direct Cards – Maximum Rate

	Per Minute
Standard In-State Usage Rate	\$0.035

Standard Usage Rates is exclusive or any applicable fees or surcharges.

Same Usage Rates apply regardless if Call is originated through a Local Access or Toll-Free Access telephone number.

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SECTION 5 – DESCRIPTION OF SERVICE AND RATES AND CHARGES (CONT'D)**5.3 Dial World Caller's Choice Calling Card Service, Intrastate Per-Minute Usage Rates, by Branded Service Name****5.3.1 Caller's Choice Cards – Maximum Rate**

Dial World Caller's Choice cards give users the option to pay a lower usage rate and a one-time connection fee OR avoid the connection fee by option for a higher usage rate. Dial World puts the control in the hands of its customers.

		Rate
Option A:	Connection Fee	\$0.49
	Per Minute Usage Rate	\$0.01
Option B:	No Connection Fee	
	Per Minute Usage Rate	\$0.029

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SECTION 5 – DESCRIPTION OF SERVICE AND RATES AND CHARGES (CONT'D)

5.4 Dial World Calling Card Directory Assistance Fee, all Branded Service Names

\$0.95 Per Directory Assistance Request (and an additional \$0.95 per each subsequent interval of three (3) minutes duration)

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ATTACHMENT C

Notice of Publication

An Affidavit of Publication will be filed with the Arizona Corporation Commission once the docket number is assigned and the notice is published. A sample notice is provided on the following page.

SAMPLE

**NOTICE OF APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY
TO PROVIDE COMPETITIVE RESOLD INTEREXCHANGE TELECOMMUNICATIONS
SERVICE BY DIAL WORLD COMMUNICATIONS, LLC**

DIAL WORLD COMMUNICATIONS, LLC ("Applicant") has filed with the Arizona Corporation Commission ("Commission") an application for a Certificate of Convenience and Necessity ("Certificate") to provide competitive resold interexchange telecommunications services in the State of Arizona. Applicant will be required by the Commission to provide this service under rates and charges and terms and conditions established by the Commission. A.R.S. § 40-282 provides that the Commission may act on an application for a Certificate to provide resold telecommunications services without a hearing, or with a hearing, if one is requested by any party. Applicant or any other party must request a hearing within twenty (20) days of the date of this notice, or the Commission will rule on the application without a hearing.

The applications, report of the Commission's Utilities Division Staff, and any written exceptions to the Staff report prepared by the applicant are available for inspection during regular business hours at the offices of the Commission located at 1200 West Washington Street, Phoenix, Arizona 85007 and of Applicant at 19109 SW 80th Court, Miami, Florida 33157.

Under appropriate circumstances, interested parties may intervene in the proceedings, and participate as a party. Intervention shall be in accordance with the A.A.C. R14-3-105, except that all motions to intervene must be filed on or within twenty (20) days of the date of this notice. You may have the right to intervene in the proceedings, or you may make a statement for the record. If you have any comments, mail them to: The Arizona Corporation Commission, Attention: Docket Control, RE: DIAL WORLD COMMUNICATIONS, LLC T-[*DOCKET NUMBER*] 1200 West Washington Street, Phoenix, Arizona 85007. All Comments should be received within twenty (20) days of the date of this notice.

If you have any questions about this application or have any objections to its approval, you may contact the Consumer Services Section of the Commission at 1200 West Washington Street, Phoenix, AZ 85007 or call (602) 542-4251 or (800) 222-7000.

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

ATTACHMENT D

Financial Statements

FINANCIAL STATEMENTS

Financial statements will be submitted separately under seal following the issuance of a protective order.

Applicant believes its financial information to be proprietary, confidential, non-public commercial information appropriate for protection from disclosure. The financial statements are generated for Applicant's use and could not be replicated or obtained by a third party without Applicant's assistance. The information is not a part of the public record in any jurisdiction, is not available to Applicant's competitors, and Applicant could suffer a significant competitive disadvantage if the information is made available to its competitors. There would be no legitimate purpose served by disclosing this sensitive proprietary information to Applicant's competitors or any other person other than Commission Staff responsible for this matter. The risk of potential harm to Applicant from disclosing the information outweighs the public's interest in the information's disclosure. Due to the sensitive nature of Applicant's financial statements we respectfully submit that a Protective Order pertaining to the Confidential Information is appropriate and request the Commission to limit access to such Confidential Information by the issue of a Protective Order.

ATTACHMENT E

Financial Projections

PROJECTED FINANCIALS

The information provided in this Exhibit is responsive to 'B-4' in the Application.

1. \$12,000.00
2. \$3,600.00
3. \$0
4. \$0
5. N/A

ATTACHMENT F

Geographic Market

