

ORIGINAL

NEW APPLICATION

NOWALSKY & GOTHARD

A Professional Limited Liability Company

Attorneys at Law

1420 Veterans Memorial Blvd.

Metairie, Louisiana 70005

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0000170482

LEON L. NOWALSKY  
EDWARD P. GOTHARD

May 17, 2016

Via Fedex

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

T-20968A-16-0158

RECEIVED  
2016 MAY 19 P 1:45  
AZ CORP COMMISSION  
DOCKET CONTROL

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

Dear Sir or Madam:

Please find enclosed for filing an original and thirteen (13) copies of the Application and Petition for a Certificate of Convenience and Necessity to Provide Facilities-Based Local Exchange Telecommunications Services submitted on behalf of XYN Communications, LLC

We respectfully request the issuance of a Protective Order prior to submission of the required financial information. Kindly send the correspondence regarding this subject to the undersigned at [lnowalsky@nbglaw.com](mailto:lnowalsky@nbglaw.com).

An additional copy of this letter has been enclosed to be date-stamped and returned in the envelope provided as evidence of the filing.

Should you have any questions, please feel free to contact me.

Sincerely,

Leon Nowalsky  
Counsel for XYN Communications, LLC

LLN/rph  
Enclosure

Arizona Corporation Commission

DOCKETED

MAY 19 2016

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:

XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123  
Phone (888) 599-6996  
Fax (702) 529-0414  
[www.xyncom.com](http://www.xyncom.com)  
[support@xyncom.com](mailto:support@xyncom.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):

Not applicable.

(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:

Shaun Sims, Member  
[shawns@nuwave.com](mailto:shawns@nuwave.com)  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123  
Phone (888) 599-6996  
Fax (702) 529-0414

(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:

Leon Nowalsky, Esq.  
Nowalsky & Gothard, APLLC  
1420 Veterans Blvd.  
Metairie, LA 70005  
Phone (504) 832-1984  
Fax (504) 831-0892

(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:

[support@xyncom.com](mailto:support@xyncom.com)  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123  
Phone (888) 599-6996  
Fax (702) 529-0414

(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: \_\_\_\_\_ X \_\_\_\_\_ Arizona, \_\_\_\_\_ Foreign
- Corporation: \_\_\_\_\_ "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.

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 find attached as 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 find attached as Attachment B.**

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



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



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

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

(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 are currently involved nor have been involved in any of the above acts within the last (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 onetype 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.

Not applicable.

(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 see attached 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.

(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.

**Washington Utilities & Transportation Commission**

**California Public Service Commission**

(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.

**The Applicant has not yet initiated operations in the states of Washington or California. Please find attached as Response to A-19 the resumes of the principals of the Applicant.**

(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 R142-801.

**XYN Holdings, LLC (Ultimate Parent)**  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

**XYN Holdings International, LLC (Direct subsidiary of XYN Holdings, LLC)**  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

(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.
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 find attached as Attachment D.**

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

**The Company will rely on the financial resources of its parent company, XYN Holdings International, Inc., a Nevada corporation.**

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

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

**Please find attached as Attachment E.**

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

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

Yes

No

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

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

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

**Within six months of certification.**

**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

XYN will not have a switch in Arizona.

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)

MARCH 11, 2016  
(Date)

Shawn Sims  
(Print Name of Authorized Representative)

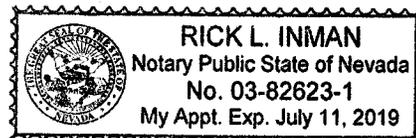
Member  
(Title)

SUBSCRIBED AND SWORN to before me this 11 day of MARCH, 2016



\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires 7/11/2019



## **Attachment A**

1. Applicant's Certificate of Good Standing as a domestic limited liability company in the State of Arizona.
2. Names of all owners, partners, limited liability company managers ( or if a member managed LLC, all members), or corporation officers and directors.

Mark Bunnell, Member

Shawn Sims, Member

3. Indicate percentages of ownership of each person listed in A-8.2

Mark Bunnell, 50%

Shawn Sims, 50%

# 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

**\*\*\*XYN COMMUNICATIONS, LLC\*\*\***

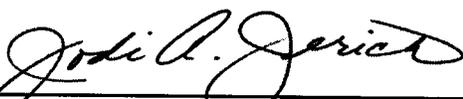
a domestic limited liability company organized under the laws of the State of Arizona, did organize on the 30th day of August 2010.

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 is not administratively dissolved 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 Articles of Termination as of the date of this certificate.

This certificate relates only to the legal existence 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 25th day of April, 2016, A. D.



  
\_\_\_\_\_  
Jodi A. Jerich, Executive Director

By: \_\_\_\_\_ 1418908

**Attachment B (A-9)**

Attachment B										
By Competitor										
Business Maximum Rate Comparison of Telecommunications Services provided by competition in Arizona		Applicants Arizona Tariff			Competitors Arizona Tariff					
		Broadvox			Qwest/Century Link					
by competition in Arizona		Rates	Section Number	Page Number	Rates	Section Number	Page Number			
<b>Product/Services</b>										
	Basic Local Service	\$119.85	3.11.2	36	\$38.00(max) \$34.50	5.2.4	15			
	Basic Metered Service	\$59.85	3.11.1	36	Flat Rate					
	Service Connect Fee	\$49.95	3.11.2	36	\$85.00(max) \$42.50	5.2.4	15			
	Call Dispatch/trouble call	N/A								
	Feature change/order	N/A								
	Toll Restriction Fee Order	N/A								
	Transfer of Service (Move)	N/A								
	Restoration of Service	\$49.95	3.7	34	\$55.00	2.2.9	18			
	Directory Assistance				\$1.99(max) \$1.99	6.2.4	14			
<b>Miscellaneous Services &amp; Rates</b>										
	Returned Check Charge(NSF)	\$25.00	3.6	34	\$12.50(max) \$10.00	2.3.2	30			
<b>Listings</b>										
	Directory Listings - Primary	N/A			No charge	5.7.1	138			
	Directory Listings - Non-Published	N/A			\$4.65(max) \$4.20					
<b>Primary Rate Interface (DS0) Service</b>										
	Metered	\$1,376.55	3.10.2	35						
	Month to Month	\$2,756.55	3.10.1	35						
	12 Months				\$2,364.00(max) \$870.00	5.9.2	176			
	24 Months				\$2,554.00(max) \$760.00	5.9.2	176			
	36 Months				\$2,469.00(max) \$660.00	5.9.2	176			
<b>Business Maximum Rate Comparison of Telecommunications Services provided by competition in Arizona</b>		<b>Competitors Arizona Tariff</b>			<b>Competitors Arizona Tariff</b>					
		<b>Broadvox</b>			<b>Qwest/Century Link</b>					
by competition in Arizona		Rates	Section Number	Page Number	Rates	Section Number	Page Number			
<b>Product/Services</b>										
	Basic Local Service	\$75.00	4.3.6	71	\$91.20	5.2.1	45			
	Service Connect Fee	\$80.00	5.1.1	74	\$127.50	8.6.2	67			
	Call Dispatch/trouble call	\$160.00	5.1.2	74	\$189.00	8.6.2	67			
	Feature change/order	\$55.00	5.1.2	74	\$97.50	8.6.2	67			
	Toll Restriction Fee Order	\$55.00	5.1.2	76						
	Transfer of Service (Move)	\$130.00	5.1.1	74						
	Restoration of Service	\$110.00	5.3	80	\$48.00	8.5.2	65			
	Directory Assistance	\$2.00	5.7.4	88	\$3.75	8.2.2	61			
<b>Miscellaneous Services &amp; Rates</b>										
	Returned Check Charge(NSF)	\$25.00	10.2.16	129	\$25.00	2.5.2	30			
<b>Listings</b>										
	Directory Listings - Primary	No charge	5.10.3	99						
	Directory Listings - Non-Published	\$3.60	5.10.3	99	\$7.05	6.1.3	52			
<b>Primary Rate Interface (DS0) Service</b>										
	Month to Month									
	12 Months	\$2,000.00	7.2.4	111	N/A					
	24 Months	\$1,800.00	7.2.4	111	N/A					
	36 Months	\$1,600.00	7.2.4	111	N/A					

**INTRASTATE LOCAL TELEPHONE SERVICE**

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**TITLE SHEET**

**COMPETITIVE LOCAL TELECOMMUNICATIONS SERVICES**

**TARIFF NO. 1**

This tariff applies to the Local Competitive Facilities Based Intrastate Telecommunications Service furnished by XYN 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.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Shawn Sims, Manager  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

**INTRASTATE LOCAL TELEPHONE SERVICE**

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**CHECK SHEET**

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original	36	Original
17	Original		
18	Original		
19	Original		
20	Original		

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Shawn Sims, Manager  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

**INTRASTATE LOCAL TELEPHONE SERVICE**

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Shawn Sims, Manager  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

**INTRASTATE LOCAL TELEPHONE SERVICE**

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**SYMBOLS**

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

- D - To Signify Discontinued Rate or Regulation
- I - To Signify Rate Increase
- M - To Signify Text Moved From Another Tariff Location
- N - To Signify New Rate or Regulation
- R - To Signify Rate Reduction
- T - To Signify Change In Text, But No Change In Rate or Regulation

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Shawn Sims, Manager  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

**INTRASTATE LOCAL TELEPHONE SERVICE**

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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, new sheets are occasionally added to the tariff. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheets 14 and 15 would be Sheet 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - This tariff contains various levels of paragraph coding. Each level of coding is subservient to its next higher level of coding. For example,
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- 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 out if a particular sheet is the most current sheet on file with the Commission.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Shawn Sims, Manager  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

INTRASTATE LOCAL TELEPHONE SERVICE

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**SECTION 1 - DEFINITIONS AND ABBREVIATIONS**

1.1 Definitions:

Access Line - An arrangement which connects the customer's location to a switching center or point of presence.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Carrier or Company - Whenever used in this tariff, "Carrier" or "Company" refers to XYN Communications, LLC., unless otherwise specified or clearly indicated by the context.

Commission - The Arizona Corporation Commission.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Exchange Access Line - The serving central office line equipment and all plant facilities up to and including the Standard Network Interface.

Holidays - The Company's recognized holidays are Christmas, Memorial Day, and Easter.

ILEC - Incumbent Local Exchange Carrier

LEC - Local Exchange Carrier

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Shawn Sims, Manager  
XYN Communications, LLC  
8275 Eastern Ave. #200  
Las Vegas, NV 89123

**INTRASTATE LOCAL TELEPHONE SERVICE**

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1.1 Definitions: (continued)

Local Exchange Services - Telecommunications services furnished for use by end-users in placing and receiving local telephone calls within local calling areas.

Normal Business Hours - 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

PRI - ISDN Primary Rate Interface

Resold Local Exchange Service - A service composed of the resale of exchange access lines and local calling provided by other authorized Local Exchange Carriers, in combination with Company-provided usage services, miscellaneous services or interstate/international services.

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1.2 Abbreviations:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

**2.1.1 Application of Tariff**

2.1.1.A This Tariff contains the regulations and rates applicable to intrastate communications services provided by Carrier for telecommunications between points within the State. Carrier's services are furnished subject to the availability of facilities and subject to the terms and conditions of this Tariff. Service is available 24 hours a day, seven days a week.

2.1.1.B The rates and regulations contained in this Tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier. Should Customers use such services to obtain access to services offered by other providers, the Company assumes no responsibility for such other service.

**2.1.2 Terms and Conditions**

2.1.2.A Except as otherwise provided herein, the minimum period of service is one calendar month. All payments for service are due by the date specified on the bill sent by the Company which may not be less than 21 days after the date of the postmark on the bill. All calculations of dates set forth in this tariff shall be based on calendar days.

Should the applicable date fall on a Sunday or Federal holiday, the Customer will be permitted to make payment on the next regular business day.

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- 2.1.2.B At the expiration of any term specified in a Customer Service Agreement, or in any extension thereof, service shall continue on a month to month basis at the then current rates, unless terminated by either party upon proper written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Agreement and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Agreement shall survive such termination.
- 2.1.2.C This tariff shall be interpreted and governed by the laws of the State of Arizona.
- 2.1.2.D Another telephone company must not interfere with the right of any person or entity to obtain service directory from the Company.
- 2.1.2.E The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the rights, on sixty (60) days notice, to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

**2.2 Shortage of Equipment or Facilities**

- 2.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

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- 2.2.2 The furnishing of service under this tariff is subject to availability on a continuing basis of all necessary facilities from the Incumbent Local Exchange Carrier, other providers to the Company and the Company's network capacity and/or coverage area.

**2.3 Use of Service**

- 2.3.1 Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.
- 2.3.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.
- 2.3.3 The Customer may not use the services so as to interfere with or impair service over any facilities or associated equipment, or so as to impair the privacy of any communications over such facilities and associated equipment.

**2.4 Liabilities of the Company and Indemnification**

- 2.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors or other defects, representation, or use of these services or arising out of the failure to furnish the service, whether caused by actions of commission or omission, shall not exceed the applicable charges under this Tariff. The Company will not be liable for any special, consequential, exemplary or punitive damages a Customer may suffer, whether or not caused by the intentional acts or omissions or negligence of the Company's employees or agents.
- 2.4.2 The Company shall not be liable for loss or damage sustained by reason of failure in or breakdown of facilities or equipment provided by third parties not under its control. In no event shall the Company's liability for any failure, breakdown or interruption in services exceed the charges applicable under this tariff for such service.

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- 2.4.3 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial, the digits "9-1-1" or to any other person who may be affected by the dialing of the digits '9-1-1'.
- 2.4.4 The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to, acts of God, fires, lightning, floods or other catastrophes; any law, order, regulations, direction, action or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction of the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, any failure of local exchange company lines or delays caused by the underlying local exchange company or the Customer or end-user.
- 2.4.5 The Customer is required to notify the Company of any changes to Customer's equipment, including software controlling the equipment's function. The Company is not liable for interruptions in service caused by Customer's failure to notify the Company prior to any change.
- 2.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage or destruction of any property, whether owned by the Customer or 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 any installation so provided.

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2.4.7 The Company shall be liable for any damages resulting from delays in meeting any service dates due to delays associated with normal construction procedures of its underlying carriers(s). Such delays shall include, but not be limited, to delays in obtaining necessary regulatory approvals for constructions, delays in obtaining right-of-way approvals, and delays in actual construction work.

The Company may undertake to use reasonable efforts to make available services to a customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.

2.4.8. The Company is not liable for any defacement of or damage to the Premises of a Customer (or authorized or Joint User) resulting from the furnishing of services or equipment of such Premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of agents or employees of the Company.

2.4.9 The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment for or in conjunction with Company services provided hereunder.

2.4.10 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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- 2.4.11 The Company shall not be liable and shall be indemnified and saved harmless by any customer, end user, or other entity from all loss, claims, demands, suits or other action or any liability whatever, whether suffered, made, instituted, or asserted by any Customer, end user or other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the Premises of any Customer, end user or any other entity or any other property whether owned or controlled by the Customer, end user, or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the Customer, end user, or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of facilities or equipment provided by the Company which is not the direct result of the Company's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of the Company.
- 2.4.12 The Customer and any Authorized Users or Joint Users, jointly and severally, shall indemnify and save the Company harmless from claims, loss, damage, expense (including attorneys' fees and court costs), or liability for libel, slander, or copyright infringement arising from the use of the service, and from claims, loss, damage, expense or liability for patent infringement arising from (1) combining with, or using in connection with facilities the Company furnished, facilities the Customer furnished, Authorized User, or Joint User furnished, or (2) use of facilities the Company furnished in a manner the Company did not contemplate and over which the Company exercises no control; and from all other claims, loss, damage, expense (including attorneys' fees and court costs), or liability arising out of any commission or omission by the Customer, Authorized User, or Joint User in connection with the service. In the event that any such infringing use is enjoined, the Customer, Authorized User, or Joint User, at its option and expense shall obtain immediately a dismissal or stay or such injunction, obtain a license or other agreement so as to extinguish the claim of infringement, terminate the claimed infringing use, or modify such combination so as to avoid any such infringement. In addition and without limitation, the Customer, Authorized User, or Joint User shall defend, on behalf of the Company and upon the request by the Company, any suit brought or claim asserted against the Company for any such slander, libel infringement or other claims.

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**2.5 Equipment**

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. The Customer is responsible for ensuring that customer-provided equipment connect to Company equipment or facilities is compatible with such equipment or facilities.

**2.6 Alternative Telephone Service**

2.6.1 Alternative Telephone Service is defined as, except where technology impracticable, a wireless telephone capable of making local calls, and may also include, but is not limited to, call forwarding, voice mail, or paging services.

2.6.2 When alternative telephone service is appropriate, the customer may select one of the alternative telephone services offered by the Company. The alternative telephone service shall be provided at no cost to the customer for the provision of local service.

**2.7 Installation**

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

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- 2.7.2 If the Company fails to keep a scheduled repair or installation appointment when a customer premises visit requires a customer to be present, the Company shall credit the customer \$50 per missed appointment. A credit does not apply when the Company provides the customer with 24-hour notice of its inability to keep the appointment. The 24-hour notice period shall be construed to mean 24 hours notice by the end of each 4 hour window the day before the scheduled appointment.
- 2.7.3 Credits- New Service Installation Delays.
- 2.7.2.A The Company shall install basic local exchange service within 5 business days after receipt of an order from the customer unless the customer request an installation dated that is beyond 5 business days after placing the order for basic service. (If the Company offers basic local exchange service utilizing the network of network elements of another carrier shall install new lines for basic local exchange service within 3 business days after provisioning has been completed by the other carrier.)
- 2.7.3.B If the Company fails to install basic local service within five (5) business days. The Company will waive 50% of any installation charges.
- 2.7.3.C If the Company fails to install service within ten (10) business days after the service application is placed, or fails to install service within 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, the Company shall waive 100% of the installation cahрге, or in the absences of an installation charge, the Company shall provide a credit of \$50.00.

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- 2.7.3.D For each day that the failure to install service continues beyond the initial ten (10) business days, or beyond five (5) business days after the customer's requested installation date, whichever is greater, the Company will either provide alternative telephone service or an additional credit of \$20 per day, at the Customer's option until service has been installed.
- 2.7.3.E The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20 per day when installation is delayed, continues beyond the initial 10 business days, or beyond 5 business days after the customer's requested installation date, if the requested date was more than 5 business days after the date of the order, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.
- 2.7.3.F If installation of service is requested on or by a date more than 5 business days in the future, the Company shall install service by the date requested.
- 2.7.3.G The terms of this section do not apply where Customer's service requires new or additional construction, including deployment of fiber or other facilities; regulatory, rights-of-way or other approvals; or the action or involvement of any third-party beyond the Company's control.
- 2.7.4 At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours. In such case, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours, but at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

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- 2.7.5 The provision of any services herein are subject to and contingent upon the company obtaining and retaining such approvals, consents, governmental authorizations, licenses and permits, and may be required to be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses, and permits that may be required to be obtained by it. The Company shall be entitled to take, and shall have no liability whatsoever for, any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Arizona Corporation Commission or other applicable agency, and Customer shall fully cooperate in an take such action as may be requested by the Company to comply with any such rules, regulations, orders, decisions or directives.
- 2.7.6 If the Company requires an outside plant build out or modification to provide service to the Customer the Company will notify the Customer of the need for the build out and an estimate of how soon the outside plant build out can be completed. If the Company determines that the outside plant build out is not possible or practical the Company will refer the customer to the ILEC for service since the Company, unlike the ILEC, does not receive funding from the Universal Service Fund or other such government related funds.

**2.8. Establishing Credit**

- 2.8.1 The Company, in order to assure the payment of its charges for service, may require applicants and customers to establish and maintain credit.
- 2.8.2. Applicants for Service
- 2.8.2.A The Company may refuse to furnish service to an applicant that has not established credit or has not paid charges for service of the same classification (residence or business), previously furnished by the Company at the same or another address, until arrangements suitable to the Company have been made to pay such charges.

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2.8.2.B Residence service applicants may establish credit in one of the following ways:

Responding in a manner satisfactory to the Company to a set of standard questions. The applicant may be required to provide proof in support of these responses.

Payment of a cash deposit to the Company in accordance with the following section.

Providing a sufficient written guarantee of payment for a service by a guarantor satisfactory to the Company.

2.8.2.C Business service applicants may establish credit by meeting the requirements for the Company's Business Credit Evaluation Plan.

2.8.2.D If verification of an applicant's credit is required, the Company will permit service to be installed upon the advance payment by the applicant of an amount equal to applicable service charges and initial nonrecurring charges applicable for service installation plus the estimated amount of the applicant's monthly bill for service. Such advance payment will be credited to the applicant's service account but does not relieve the applicant of his responsibility to subsequently establish credit in accordance with the rules.

2.8.2.E If credit is not established the Company may disconnect the service not sooner than five days after delivery or eight days after mailing of written notice of intention to disconnect.

2.8.2.F When a customer's service has been disconnected in accordance with the above, service will not be reconnected until the customer has established credit.

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**2.8.3 Customers**

2.8.3.A A customer may be required to reestablish credit by the payment or increase of a cash deposit in accordance with the Deposit section when any of the following conditions occur:

-During the first twelve months that a customer receives service, the customer pays late four times or has service disconnected by the Company for nonpayment two times.

-After the first twelve months that the customer has received service, the customer has had service disconnected twice by the Company within a twelve month period or the Company provides evidence that the customer used a device or scheme to obtain service without payment.

-After the first twelve months that a business customer has received service, the business customer pays late at least six times during any twelve month period.

2.8.3.B Payment by the customer of delinquent bills may not of itself relive the customer from the obligation of establishing credit.

2.8.3.C The Company will make its request for a deposit with 45 days after the event giving rise to the request taking place.

**2.9 Deposits**

The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

**2.9.1 Amount of Deposit**

The amount of the cash deposit may not exceed two (2) month's estimated usage for residential customers and four (4) month's estimated usage for business customers.

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**2.9.2 Payment of Deposits**

The company may request that a maximum of 1/3 of the amount of the requested deposit from any customer be paid within twelve (12) days after the date of the request for deposit. An applicant may be requested to pay no more than 1/3 of the deposit amount prior to the establishment of service. At least two billing periods shall be allowed for the balance of the deposit. A customer or applicant may, at their option, pay the deposit on a more expedited schedule.

**2.9.3 Refund of Deposit**

Deposits plus interest will automatically be refunded after being held for 12 months so long as:

- the customer has paid any past due bill for service owed to the company;
- service has not been discontinued for nonpayment;
- the customer has not paid late four (4) times, or
- the company has not provided evidence that the customer used a device or scheme to obtain service without payment.

**2.9.4 Adjustments to Deposit**

If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate.

**2.9.5 Interest to be Paid on Deposits**

Interest at the percentage rate determined annually by the Commission shall be paid by the Company on all deposits made for the purpose of establishing credit but in no case shall interest be allowed for a period extending beyond the date of refund or the date service is terminated, whichever date is earlier. Interest shall be computed from the date of payment of the deposit and shall be paid to the customer as follows:

- By credit to the customer's account annually, or
- By payment, no more than once in any 12 month period, when requested by the customer, or
- By adding the accrued interest to the amount of the deposit at the time such deposit is refunded or applied to an unpaid bill of the customer.

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**2.9.6 Records of Deposits**

The Company shall maintain records of deposits together with interest, which collectively will show all transactions pertaining to each deposit. The Company shall provide the applicant or customer with a Deposit Receipt for any deposit received. The receipt will show the customer's name, service address, serial number, type of service, amount of deposit, rate of interest, date received, Company's name, and a statement of the conditions under which the deposit will be refunded.

**2.10 Payment for Services**

2.10.1 The due date printed on the bill will be at least 21 days after the date of the postmark on the bill, if mailed, or the date of delivery as shown on the bill if delivered by other means. Customers may pay for service by check, draft or other negotiable instrument denominated in U.S. dollars acceptable to the company or in United States currency.

2.10.2 The Customer is responsible for payment of all charges for service furnished to the Customer or to an Authorized User of the Customer by the Company. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments.

2.10.3 Billing inquiries may be directed to the Company at its toll free number (888) 599-6996. When a customer disputes a particular bill, the company shall not discontinue service for nonpayment so long as the customer pays the undisputed portion of the bill; pays all future periodic bills by the due date; and enters into discussions with the company to settle the dispute with dispatch. No late payment charge shall be charged on any disputed bill paid within fourteen (14) days of resolution of the dispute if the complaint was filed before the bill became past due.

2.10.4 In the event a customer pays a bill as submitted by the Company and the billing is later found to be incorrect due to an error either in charging more than the published rate, in measuring the quantity or volume of service provided, or in charging for the incorrect class of service, the company will refund the overcharge with interest from the date of overpayment by the Customer.

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**2.11 Deferred Payment Agreements**

- 2.11.1 Residential customers who are indebted to the Company for past due utility service shall have the opportunity to make arrangements with the Company to retire the delinquent amount by periodic payments. All applicants for service, nonresidential customers who have failed to make payment under such a plan during the past twelve (12) months, who are indebted to the Company for past due utility service, may have the opportunity, at the discretion of the company, to make such arrangements.
- 2.11.2 The terms and conditions of a Deferred Payment Agreement will be in writing and will be determined by the Company after consideration of the size of the past due account, the customer's or applicant's ability to pay, the customer's or applicant's payment history, reasons for delinquency, and any other relevant factors relating to the circumstance of the customer's or applicant's service.
- 2.11.3 An applicant for residential service or a residential customer will be required to pay no more than 1/4 of the amount past due at the time of entering into the Deferred Payment Agreement. An applicant for business service or a business customer will be required to pay no more than 1/3 of the amount past due at the time of entering into the Deferred Payment Agreement. The Company will allow the customer or applicant a minimum of four months and a maximum of twelve months in which to complete payment pursuant to this Agreement.
- 2.11.4 A Deferred Payment Agreement will be in writing, with a copy provided to the applicant or customer, and will explain that the customer is required to pay all future bills by the due date and provide the terms of the agreement as to how the delinquent amount is to be retired.

**2.12 Taxes**

All state and local taxes (including but not limited to franchise fees, excise tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates. The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges or surcharges (however designate) excluding taxes on the Company's net income assessed in conjunction with service used. Any taxes imposed by a local jurisdiction (e.g. County and municipal taxes) will only be recovered from those Customers residing in the affected jurisdictions.

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**2.13 Late Payment Charge**

The Company will assess a late payment charge equal to the amount prescribed in this tariff.

**2.14 Cancellation by Customer**

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

**2.15 Interconnection**

Service furnished by the Company may be connected with the service or facilities of other carriers or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between these entities is the responsibility of the Customer. Neither the Company nor any connecting carrier participating in a service shall be liable for any act or omission of any other company or companies furnishing a portion of such service.

**2.16 Termination of Service by Carrier**

2.16.1 The Company may discontinue or refuse service for any of the reasons set forth below:

- For failure to make or increase a deposit as set forth herein.
- For failure to pay a past due bill owed to the Company, including one for the same class of service furnished to the applicant or customer at the same or another location, or where the applicant or customer voluntarily assumed, in writing, responsibility for the bills of another applicant or customer.
- For failure to provide company representatives with necessary access to the company-owned service equipment, after the company has made a written request for access.
- For failure to make payment in accordance with the terms of a deferred payment arrangement.
- The Company has reason to believe that a customer has used a device or scheme to obtain service without payment and where the company has so notified the customer prior to disconnection.
- For violation of or noncompliance with a Commission order.
- For violation of or noncompliance with any rules of the company on file with the Commission of which the company is authorized by tariff to discontinue service for violation or noncompliance on the part of the customer or user.
- For violation of or noncompliance with municipal ordinances and/or other laws pertaining to service.

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- The Customer's use of equipment adversely affects the Company's service to others. This disconnection may be done without notice to the Customer or user.
- Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- Upon any governmental prohibition, or required alteration of the service to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

2.16.2 The following will not constitute sufficient cause for discontinuance or refusal of service:

- Except as set forth in section 2.16.1. above, failure to pay the past due bill fo a previous customer of the premises to be served, unless the applicant for service voluntarily signed a form agreeing to assume responsibility for the bills of the previous customers, or the previous customer is currently a member of the same household as the applicant.
- Failure to pay charges for directory advertising.
- Failure to pay the past due bill for a different class of service (residential or business).
- Failure to pay charges for terminal equipment or other telephone equipment purchased from the Company, an affiliate, or a subsidiary.

2.16.3 Discontinuance Procedures

- The Company will only discontinue service after it has mailed or delivered a written notice of discontinuance. Service will not be discontinued until at least five (5) days after delivery of this notice or eight (8) days after the postmark date on a mailed notice. The notice of discontinuance will be delivered separately from any other written matter or bill.
- Notice of discontinuance will not be mailed before the third business day following the due date shown on the bill.
- Notice of discontinuance will remain in effect for twenty (20) days beyond the date of discontinuance shown on the notice. The Company will not discontinue service beyond the 20 day period until at least five (5) days after delivery of a new written notice of discontinue or eight (8) days after the postmark on a mailed notice.
- In addition to the written notice, the company shall attempt to advise the customer when service is scheduled for discontinuance. The company shall not deliver more than two consecutive notices of discontinuance for past due bills without engaging in collection activity with the customer.

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**INTRASTATE LOCAL TELEPHONE SERVICE**

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- Service will not be discontinued for a past due bill after 12:00 noon on a day before or on any Saturday, Sunday, legal holiday recognized by the State of Arizona, or any day when the utility's business offices are not open. Services will be discontinued only between the hours of 8:00 a.m. and 2:00 p.m., unless the Company is prepared to restore the Customer's service within three hours of receipt of payment.
- Service will not be discontinued, and will be restored if discontinued, where a present customer who is indebted to the company enters into and complies with a Deferred Payment Agreement as described in Section 2.10 of these tariffs.

2.16.4 The following additional provisions will apply for the termination of residential service:

- The Company will postpone discontinuance of telephone service to a residential customer for thirty (30) days from the date of certification by a licensed physician that discontinuance of service will aggravate an existing medical emergency or create a medical emergency for the customer or a permanent resident in the customer's household. Initial certification by the certifying physician may be by telephone if written certification is forwarded within five (5) days.
- This certificate of medical emergency must be in writing on stationery which clearly sets forth the name of the doctor, hospital, or medical clinic. The certificate must clearly show the name of the person whose illness would be aggravated, the nature of the medical emergency, and the name, title and signature of the licensed physician certifying the medical emergency.
- Initial certification shall prohibit discontinuance of service for thirty (30) days. Certification may be renewed by the customer for one additional thirty (30) day period by providing another certification to the utility. Failure to so renew the certificate shall entitle the utility to initial discontinuance procedures. Within the first 30 days the customer must enter into a Deferred Payment Agreement for the retirement of the unpaid balance of the account and keep the current account paid during the period that the unpaid balance is to be retired.
- In the event service is discontinued within ten (10) days prior to certification of illness by or for a qualifying resident, service shall be restored to that residence if a proper certification is thereafter made in accordance with the foregoing provisions.

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**2.17 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

2.17.1 Credit for interruptions

- 2.17.1.A Subject to the exceptions contained in Section 2.17, when use of service facilities or furnished by the Company is interrupted, the following adjustments of the monthly Recurring Charges subject to interruptions will be allowed for the service and facilities rendered useless and inoperable by the reason of the interruption whenever said interruption continues for a period of twenty-four (24) hours or more from the time the interruption is reported to or known to exist by the Company.
- 2.17.1.B If the interruption lasts for greater than twenty-four (24) hours but equal to or less than forty-eight (48) hours, Company shall provide a credit equal to a pro-rata portion of monthly recurring charges for the services interrupted;
- 2.17.1.C If the interruption lasts for greater than forty-eight (48) hours but equal to or less than seventy-two (72) hours, Company shall provide a credit for 33% of one month's recurring charges for all interrupted services.
- 2.17.1.D If the interruption lasts for greater than seventy-two (72) hours but equal to or less than ninety-six (96) hours, Company shall provide a credit of 67% of one month's recurring charges for all interrupted services.
- 2.17.1.E If the interruption lasts for greater than ninety-six (96) hours but equal to or less than one hundred twenty (120) hours, Company shall provide a credit for one full month's recurring charges for all interrupted services;

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2.17.1.F If the interruption lasts for greater than one hundred twenty (120) hours, Company will provide alternative phone service to the Customers or provide an additional credit of \$20.00 per day, at the Customer's option.

2.17.1.G The credit for services applies to the following non-usage sensitive services;

- Monthly Basic Local Service
- End User Common Line Charge (EUCL) (May be referred to as Subscriber Line Charges - SLC)
- Flat Rated Extended Area Service (where applicable)
- Custom Calling Features
- Class Features

2.17.1.H For calculating credit allowances, every month is considered to have 30 days. Only those facilities on the interrupted portion of the circuit will receive a credit.

2.17.1.I The customer shall be notified that he/she may choose alternative telephone service or an additional credit of \$20.00 per day when the service disruption continues beyond the initial 120-hour period, so the customer can exercise his/her option. In the absence of an election by the customer, the customer shall receive \$20 per day.

2.17.2 Limitations on Credit for Interruption Allowance

Credits do not apply if the violations of a service quality standard:

2.17.2.A occurs as a result of a negligent or willful act on the part of the customer;

2.17.2.B occurs as a result of a malfunction of the customer-owned telephone equipment or inside wiring;

2.17.2.C occurs as a result of, or is extended by, an emergency situation; An emergency situation is defined as:

- a declaration made by the applicable State or federal governmental agency that the area served by the Company is either a State or federal disaster area; or
- an act of third parties, including acts of terrorism, vandalism, riot, civil unrest or war, or acts of parties that are not agents, employees or contractors of the Company, or the first 7 calendar days of a strick or other work stoppage; or
- a severe storm, tornado, earthquake, flood or fire, including any severe storm, tornado, earthquake, flood fire that prevents the Company from restoring service

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due to impassable roads, down power lines, or the closing off of affected areas by public safety officials.

2.17.2.D An emergency situation shall not include:

- a single event caused by high temperature conditions alone; or
- a single event caused, or exacerbated in scope and duration, by acts or omissions of the Company, its agents, employees or contractors or by conditions of facilities, equipment, or premises owed or operated by the Company; or
- any service interruption that occurs during a single event listed above, but are not caused by those single events; or;
- a single event that the Company could have reasonable foreseen and taken precaution to prevent; provided, however, that in no event shall a Company be required to undertake precautions that are technically infeasible or economically prohibitive.
- is extended by the Company's inability to gain access to the customer's premises due to the customer missing an appointment, provided that the violation is not further extended by the Company;
- occurs as a result of a customer request to change the scheduled appointment, provided that the violation is not further extended by the Company; or
- occurs as a result of a lack of facilities where a customer requests service at a geographically remote location, a customer requests service at in a geographic area where the Company is not currently offering service, or there are insufficient facilities to meet the customer's request for Service, subject to a Company's obligation for reasonable Facilities planning.

**2.18 Cost of Collection and Repair**

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier. The Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

**2.19 Dishonored Check Charge**

Any person submitting a check to the Carrier as payment for service, which is subsequently dishonored by the issuing institution, shall be charged a per check fee as set forth in the rate section of this tariff. If the customer remits to the Company on more than one occasion during a 12 month period a check, draft, or other instrument which is dishonored the company may refuse acceptance of further checks and place the customer on a "cash" basis. Under a "cash" basis the company may require the customer to pay by money order, certified check or cash.

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**2.20 Service Restoral Charge**

The Company will charge a service restoral fee as set forth in this tariff. This fee will automatically be waived for the customer's first service restoral each calendar year.

**2.21 Customer Complaints**

Customer can reach the Company's Customer Service Department by dialing 1-888-599-6996 toll free. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

The company shall direct its personnel engaged in personal contact with the applicant, customer, or user seeking dispute resolution to inform the customer of their right to have the problem considered and acted upon by supervisory personnel of the company where any dispute cannot be resolved. The company shall further direct such supervisory personnel to inform such customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Phoenix Office of the Arizona Corporation Commission as follows:

Arizona Corporation Commission  
Phoenix Office  
1200 W. Washington Street  
Phoenix, AZ 85007  
Phone: (602) 542-4251

**2.22 Access to Carrier of Choice**

End users of the Company's local service shall have the right to select the interexchange telecommunications service provider of their choice. The interexchange provider should request confirmations/verifications of choice from its customers no later than the date of submission of its first bill to the customer. The Company should maintain signed letters of agency or confirmations of choice on file for use in dispute resolution.

**2.23 Directory Listings**

2.23.1 The Company does not publish a directory of subscriber listings. The Company, however, does arrange for the Customer's main billing number to be placed in the director or directories of the dominant local exchange carrier, under the conditions imposed by the dominant local exchange carrier.

2.23.2 The Compan is not liable for errors or omissions in directory listings.

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**2.24 Universal Emergency Telephone Number Service (911, E911)**

- 2.24.1 Allows Customers to reach appropriate emergency services including police, fire and medical services. Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider to that it reaches the correct emergency service located closest to the caller. In addition, the Customer's address and telephone information will be provided to the primary E911 provider for display at the Public Service Answering Point (PSAP).
- 2.24.2 This service is offered as an aid in handling assistance calls in connection with fire, police and other emergencies. The Company is not responsible for any losses, claims, demands, suits or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by another other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of property, whether owned by the Customer or others, caused or claimed to have been caused by: (1) mistakes, omissions, interruptions, delays, errors or other defects in the provision of this service, or (2) installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of any equipment and facilities furnishing this service.
- 2.24.3 This tariff does not provide for the inspection or constant monitoring of facilities to discover errors, defects, or malfunctions in the service, nor does the Company undertake such responsibility.
- 2.24.4 911 information consisting of the names, addresses and telephone numbers of all telephone customers is confidential. The Company will release such information via the Data Management System only after a 911 call has been received, on a call by call basis, only for the purpose of responding to an emergency call in progress.
- 2.24.5 The 911 calling party, by dialing 911, waives the privacy afforded by non-listed and non-published service to the extent that the telephone number, name and address associated with the originating station location are furnished to the Public Safety Answering Point.
- 2.24.6 After the establishment of service, it is the Public Safety Agency's responsibility to continue to verify the accuracy of and to advise the Company of any changes as they occur in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexations and other changes in municipal and county boundaries, incorporation of new cities or any other similar matter that may affect the routing of 911 calls to the proper Public Safety Answering Point.

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2.24.7 The Company assumes no liability for any infringement, or invasion of any right to privacy of any person or persons caused, or claimed to be caused, directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion, or use of 911 Service, or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party(ies) accessing 911 Service hereunder, and which arise out of the negligence or other wrongful act of the Public Safety Agency, its user, agencies or municipalities, or the employees or agents of any one of them, or which arise out of the negligence, other than gross negligence or willful misconduct, of the Company, its employees or agents.

Under the terms of this tariff, the Public Safety Agency must agree, (except where the events, incidents, or eventualities set forth in this sentence are the result of the Company's gross negligence or willful misconduct), to release, indemnify, defend and hold harmless the Company from any and all losses or claims whatsoever, whether suffered, made, instituted, or asserted by the Public Safety Agency or by any other party or person, for any personal injury to or death of any person or persons, or for any loss, damage, or destruction of any property, whether owned by the customer or others.

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**SECTION 3- RATES AND SERVICES**

**3.1 Service Area**

The Company will provide Local Exchange Service throughout the geographic area serviced by its own outside plant, within the State of Arizona.

**3.2 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

3.2.1 Timing for all calls 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.

3.2.2 Chargeable time for all calls ends when the parties disconnect from the call.

3.2.3 Minimum call duration and additional increments for billing are specified in the description of each service.

3.2.4 No charges apply to incomplete calls.

3.2.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

**3.3 Rate Periods**

Company's services are not time of day sensitive unless otherwise specified. The same rate applies 24 hours per day, 7 days per week.

**3.4 Promotional Offerings**

The Company may, from time to time, offer promotions which may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company will notify the Commission of promotional offerings prior to the effective date of the promotion.

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**3.5 Individual Case Basis (ICB) Arrangements**

Competitive pricing arrangements at negotiated rates may be furnished on an individual case basis (ICB) in response to requests by Customers to the Company, for proposals or for competitive bids. Service offered under this tariff provision will be provided to the Customer pursuant to contract, and as approved by the Commission. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of this tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

**3.6. Returned Check Charge**

\$25.00 per check.

**3.7 Service Restoral Charge**

\$49.95 per occurrence. This charge will automatically be waived on the first occurrence in each calendar year.

**3.8 Late Payment Charge**

Customers will be charged 1.5% per month of any amounts owed to the Company beyond the due date for such payment.

**3.9 Installation Charge**

Customers will be charged an installation charge as described below.

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**3.10 PRI Service (Inbound and Outbound)**

The Company's PRI Service is offered to business customers for inbound and outbound calling. Additional phone numbers, including multiple rate centers (NPA/NSS) may be added.

Technical information:

23B channels and 1D channel delivered either via DS-1 or multiplexed DS-3. NFAS and NFAS with backup are available when using 2 or more PRIs. Includes PRI compatibility.

**3.10.1 PRI Service (Unlimited US)**

Monthly Rate:	\$918.85
Maximum Rate:	\$2,756.55
Activation Charge:	\$1,148.85
Description:	

This service offers unlimited and US/Canada long distance calling.

**3.10.2 PRI Service (Metered)**

Monthly Rate:	\$45.85
Maximum Rate:	\$1,376.55
Activation Charge:	\$1,148.85
Description:	

This service offers measured local calling at \$0.03/minute.

**3.10.3 100 Number DID Block**

Monthly Rate:	\$64.95
Maximum Rate:	\$194.85
Activation Charge (no contract)	\$49.95

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**3.11 Analog Line Service**

The Company's Analog Line Service is offered to business and residential customers for inbound and outbound calling. This service includes the cost of transport from the serving CO to the demarc at the Customer's premise.

**Technical Information:**

2 wire analog loop start interface. Includes calling number ID, call waiting, 3 way calling, call forwarding and distinctive ring.

**3.11.1 Metered**

Monthly Rate: \$19.95

Maximum Rate: \$59.85

Activation Charge: \$49.95

**Description:**

This service offers measured local calling at \$0.04/minute

**3.11.2 Unlimited US**

Monthly Rate: \$39.95

Maximum Rate: \$119.85

Activation Charge: \$49.95

**Description:**

This service offers unlimited and US/Canada long distance calling.

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**ISSUED:**

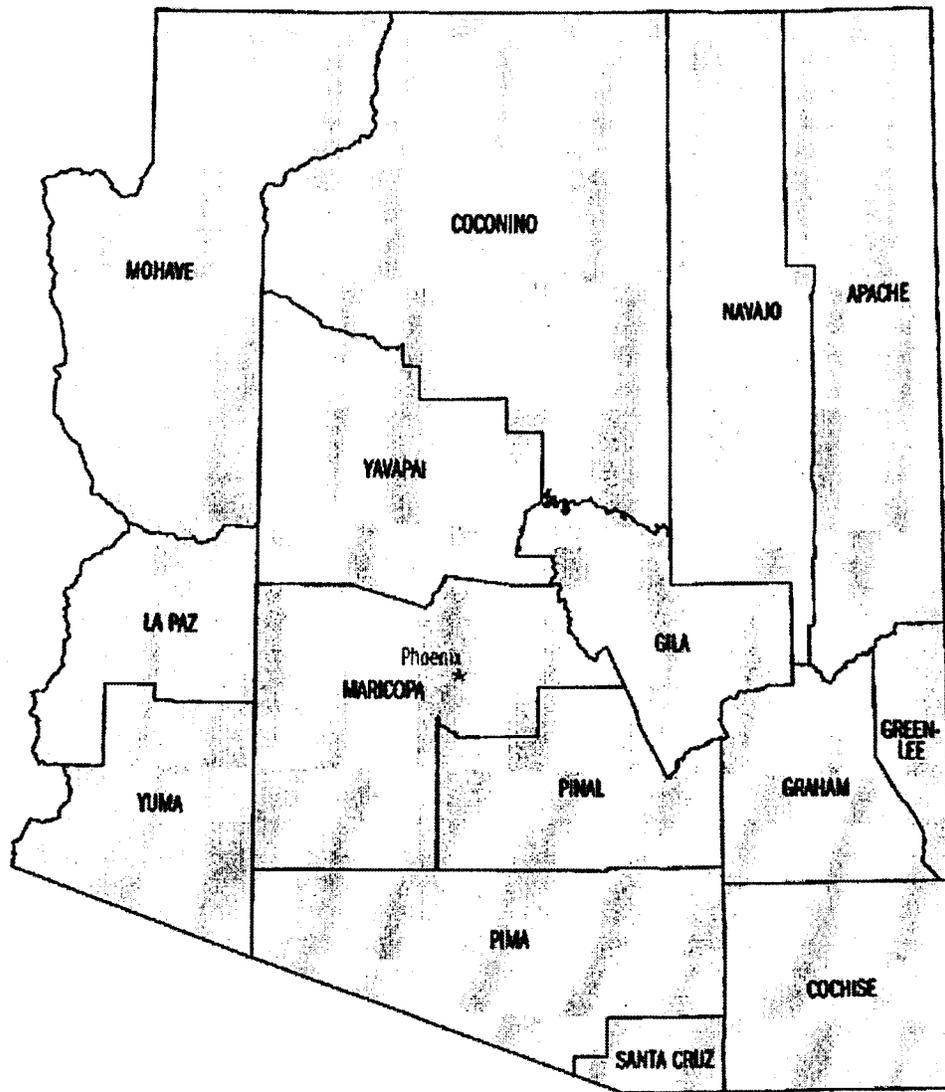
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**(A-10)**

**Service Area Map**



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

Applicant will file the Affidavits of Publication at a later date after a hearing date is issued.

**(A-19)**

**List of Key Personnel Employed by Applicant**

Resumes enclosed for:

Mark Bunnell, Manager

Shawn Sims, Manager

# Mark J Bunnell

Telephone: (702) 423-4372  
Fax: (702) 446-0431

8275 S. Eastern Ave.  
Las Vegas, NV 89123

Mobile: (702) 423-4372  
mark@clearconsulting.biz

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## BUSINESS DEVELOPMENT & OPERATIONS / REGIONAL SALES MANAGEMENT

This results-driven professional has a solid career track record for successfully propelling companies through start-up ventures and high-growth cycles. Known for delivering record-breaking revenue and profit gains within highly competitive regional markets. Exceptional communicator with strong negotiation, problem resolution, and client needs assessment aptitude. Equally effective at identifying opportunities, developing focus, and providing tactical business solutions. Core strengths include:

Strategic & Tactical Planning  
New Business Development  
Sales & Marketing  
Team Building & Leadership

P&L / Financial Reporting  
Human Resources Management  
Program Development  
Contract Negotiations

Client / Vendor Relations  
High-end Technical Training  
Policy/Procedure Formulation  
Public Relations

## PROFESSIONAL EXPERIENCE & ACHIEVEMENTS

- 1/05-Present     *Chief Operations Officer, - Avalon Telecom Services, LLC*  
8275 S Eastern Ave., Suite 103 Las Vegas, NV 89123
- Launched company from startup phase to over \$10M in revenue in the first year.
  - Designed and implemented carrier class network from the ground up.
  - Grew and directed operations in 9 states with over 150 employee/contractors toward a company culture of excellence, and 99.999% network uptime.
  - Instituted a strict regulatory compliance policy that earned one of the highest audit ratings.
  - Achieved financial and regulatory milestones to become a IXC/CLEC in first year of operation.
  - Created, trained, and managed sales and technical teams
  - Implemented structured processes for the acquisition of new customers, interoperation, turn up, and billing systems.
- 4/04 - Present     *President - Clear Consulting*  
8275 S Eastern Ave, Suite 200 Las Vegas, NV 89123
- Setup and deployed sales and back office to support over 1000 agents.
  - Created and implemented marketing techniques, customer databases, and streamlined customer interaction methodologies in order to maximize customer service while minimizing time spent per customer.
  - Used problem solving ability to analyze weaknesses in industry work flow and administered paperless file sharing technology to save time, money, and file loss.
  - Added and developed new products for customer acquisitions..
  - Increased revenue from zero to 12M in first year.

5/03 – 4/04

**President – IAG Inc.**

15630 SW Beverly Beach Ct., Beaverton, OR 97006

- Co-founded company and provided all knowledge and expertise throughout the startup phase.
- Setup company, applied for all company codes, negotiated interconnection agreement with Qwest, and designed Metro Area Network.
- Oversaw the installation of TDM/VoIP Softswitch, Cisco border/core routers, and other product specific technologies.
- Designed, ordered, and tested switch operation services such as CLLI codes, Point codes, SS7, E911, LIZ & Toll Trunks, Eel, UNI services, LRN#, LERG database.
- Increased revenue from \$0-\$3M through carrier to carrier sales of wholesale long distance (TDM and VoIP interfaces), CABS billing products, GIGE products.
- Customized and setup automated provisioning and trouble ticketing system from open source RT.
- Managed all aspects of the business.

6/99 – 5/03

**Vice President – Rio Communications, Inc.**

151 W. 7<sup>th</sup> Avenue, Suite 440, Eugene, OR 97401

- Increased revenue from \$200,000 to \$450,000 in first year through aggressive B to B sales.
- Raised \$4,000,000 in capital to expand business from one city to seven.
- Designed and implemented a statewide distributed switch architecture utilizing softswitch technology for delivery of TDM and VoIP products and services.
- Assisted sales team on acquisition of high profile and technologically complex customers.
- Closed all classes of services from POTS line, to optical, to carrier.
- Drove revenue to over \$9M in four years.
- Handled all contract negotiations and strategic business decisions.

9/98 – 4/99

**Vice President of Sales – ECI Communications**

555 Conger St., Eugene, OR 97401

- Added local dial tone resale products to core offerings to enhance vertical market and increase revenue on existing customers by over 40%.
- Prepared and trained sales team to sell tandem long distance and custom prepaid calling card applications.
- Expanded company's feature group D offering into 8 key markets that double revenue and prompted a lucrative purchase offer and eventual sale.

4/93 – 9/98

**Owner – Pacific Communications Services**

330 S. 43<sup>rd</sup> Place, Springfield, OR 97478

- Analyzed current network configuration and services providers, then made recommendations, to make the necessary changes to optimize network efficiencies and cut costs.
- Sold full spectrum of services. POTS, T-1, DS-3, OC-(X), Frame relay, Point-to-Point, ATM.
- Responsible for every phase of the sales cycle.
- Revenue exceeded \$2.5M as a "one man show".

**Education**

University of Oregon – Eugene, OR

Professional references available upon request.

Shawn S. Sims  
2653 Smooth Blend  
Henderson, NV 89052  
Mobile 702-423-0010  
[shawn@xyncom.com](mailto:shawn@xyncom.com)

## EXPERIENCE

XYN COMMUNICATIONS INT., INC. – Las Vegas, Nevada – Current – President and CEO

- Deployed CLEC operations in 20 States.
- Acquisition preparation for NuWave Communications and Avalon Telecom Services, LLC. (slated for 12/31/11)

Avalon Telecom Services, LLC – Las Vegas, Nevada - Current – President and CEO

- Large Wholesale Carrier focused in International Termination, Toll Free Origination and Domestic Termination.

Orinco Communications Group, Inc. dba: Fuzion Colo, Los Angeles, Ca. 2004-Current  
*CEO and President*

- Rolled Up NHICOLO and bought out other shareholders.
- Deployed 10 Gig Foundry Network

New Horizon International, Inc. dba: NHICOLO, Los Angeles, Ca. 2001 thru 2004  
*CEO and President*

- Built 12+ Gig IP and IP-6 Back Bone to provide service to post production Hollywood and Studios.
- Built world class data center with 2 X 225 KVA of UPS power and dual fed Power Grids on a dual buss Generator back up.
- Built 21 Fiber Miles of MAN network sold to *Micro Pathways, Inc.*
- Built 16 NODE Cisco 15454 Network on multi OC-48 and Gig Wave's
- Deployed Quad GSR 12012 Border Backbone

Northwest Fiber Network/Alphase Utility, Portland, Or. 2001 through 2002

*Chief Operating Officer and Senior Vice President of Strategic Development*

- Built master operations plan for gig-a-bit Ethernet deployment in MAN strategy.
- Developed strategic priorities and “needs-based” market segmentation for launch SONET and Ethernet services.
- Headed strategic marketing plan which involved affinity and event marketing for the acquisition of key buildings on the NFN network.
- Developed the Internet peering strategy that reduced Internet Protocol transport costs by 63% in three major markets.
- Build key management team that implemented the managed services like virtual local area networks and off site back up storage in redundant geographic locations.

**Shawn S. Sims**  
2653 Smooth Blend  
Henderson, NV 89052  
Mobile 702-423-0010  
[shawn@xyncom.com](mailto:shawn@xyncom.com)

- Prepared business plan for new enterprise and key joint ventures for access to an array of Integrated Communication Providers (ICP's) in the target market.

**NuWave Communications, Inc. Hood River, Or. 1998 through 2001**

*CEO and Chairman of the Board*

- Built key strategy for tier 2 CLEC in Oregon, Washington and Idaho.
- Developed "sight based" management team for operation deployment in the Northwest - This group also reviewed all joint venture and M&A activity.
- Deployed 8 Class 4/5 switches with standard and derived voice/

*President and CEO*

- Prepared business plan for the new CLEC operation.
- Raised \$5 million in seed.
- Raised \$135 million in equity in the A and B round.

*Chief Operating Officer*

- Built the leading provider of video conferencing in the Northwest with specialties in Video Arraignment and continuing Medical Education and Information.

**Gorge Communications, Hood River, Or. 1996 - 1998**

*President and CEO*

- Deployed Full ASCEND Network, First Product Border/Core combo in Pacific Northwest. Seven GA release for initial VoIP testing.
- Build ISDN Network for 14 local counties
- Largest 56k V.90 pool in Eastern and Central Oregon - 14,500 Subs sold to Linkport which in turn sold to Integra Telecom, Inc.
- 1,300 Hosting Customers

**Triple "S" Financial, Portland, Or. 1995 - 1997**

*Financial Consultant*

- Merger and Acquisition of ISP's and CLEC's
- Completed over 57 Transactions 20 months 3 of the top 7 largest ISP's

## **Attachment D - (B-2)**

The Applicant's financial information will be submitted after issuance of a Protective Order.

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

## **Revenue Projections**

- 1. Projected total revenue for the first 12 months: \$150,000.00**
- 2. Operating expenses during the first 12 months: \$75,000.00**
- 3. Net book value of Arizona jurisdictional assets used to provide service in Arizona.**
4. N/A
5. N/A