

Dana Frix direct tel (202) 974-5691 facsimile (202) 974-6791 dfrix@chadbourne.com

Re:

Doc. No. 258843

November 29, 2007

Via Electronic Filing and FedEx Overnight

The Honorable Eddie Roberson, Chairman c/o Sharla Dillon, Docket & Records Manager Tennessee Regulatory Authority 460 James Robertson Parkway

Nashville, Tennessee 37243-0505

filed electronically in docket office on 11/29/07

ille, Tennessee 3/243-0505

Docket No. 07-00204 – Joint Petition of Verizon Communications, Inc., MCI Communications Services, Inc. d/b/a Verizon Business Services, Verizon Services Corporation and GoAmerica Relay Services Corp. for Expedited Approval of the Contract to Provide Relay Services from Verizon Services Corporation to GRSC, for GRSC to Utilize Stellar Nordia Services, LLC as a Subcontractor in the Performance of the Contract, and for the Transfer of Related Assets from Verizon Business Services to GRSC (the "Joint Petition")

Docket No. 07-00205 - Application of GoAmerica Relay Services Corp. for a Certificate to Provide Competing Local Telecommunications Services (the "CLEC Application")

Dear Chairman Roberson:

As GoAmerica Relay Services Corp. ("GoAmerica") represented at the Tennessee Regulatory Authority's ("TRA") November 6, 2007 Conference and the subsequent Status Conference, and as confirmed in GoAmerica's November 13, 2007 letter in the above-referenced dockets, GoAmerica has procured a \$200,000 performance bond to be filed with the TRA prior to the TRA's December 3, 2007 Conference. An unsigned copy of the bond was filed electronically via email to Sharla Dillon on November 28, 2007 for TRA Staff's initial review.

Please find attached a signed PDF copy of GoAmerica's \$200,000 performance bond. The original and four copies will follow promptly via FedEx overnight delivery.

If you have any questions, please do not hesitate to contact the undersigned or Melvin J. Malone.

Very truly yours,

Danty

Dana Frix

Counsel to GoAmerica, Inc. and GoAmerica Relay Services Corp.

INTERNATIONAL FIDELITY INSURANCE COMPANY

a New Jersey corporation with home office located at One Newark Center, 20th Floor, Newark, NJ 07102-5207

Bond #HOIFSU0463044

PERFORMANCE BOND

NOW ALL MEN BY THESE PRESENTS: That GOAMERICA, INC. 433 Hackensack Avenue Hackensack NJ 07601	
433 Hackensack Avenue, Hackensack, NJ 07601.	As Principal,
ereinafter called Principal and International Fidelity Insurance Company	
s Surety, hereinafter called surety, are held and firmly bound unto The State of Tennessee	
ennessee Regulatory Authority - 460 James Roberston Pkway, Nashville, TN 37243 as Obligee, hereinaft in the amount of Two Hundred Thousand Dollars & 00/100e maximum penalty under this bond is not to exceed \$200,000.00 regardless of the terms &	conditions of the covered contract.
ollars (\$ 200,000.00) For the payment whereof, Principal and Surety bind themsel xecutors, Administrators, successors and assigns jointly and severally, firmly by these preser	nts.
Petition of September 4, 2007 entered into a Contour Telecommunication work.	tract with Obligee
or Telecommunication work. hich Contract is by reference made a part hereof, and is hereafter referred to as the Contract	: .
IOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal staithfully perform the work as specified in said contract, then this obligation shall be therwise it shall remain in full force and effect.	e null and void;
Thenever Principal shall be, and be declared by Obligee to be in default under the Contract, therefore the Contract, the Contract of the Contr	the Obligee having
Surety may promptly remedy the default subject to the provisions of Paragraph 3 herein, Obligee, after reasonable notice to Surety may, or Surety upon demand of Obligee may performance of Principal's obligation under the Contract subject to the provisions of Paragraph 3. The balance of the Contract price, as defined below, shall be credited against the remove completing performance of the Contract. If completed by the Obligee, and the reasonable Contract price, the Surety shall pay to the Obligee such excess, but in no event shallability of the Surety exceed the amount of this bond. If the Surety arranges completed the default, that portion of the balance of the Contract price as may be required Contract or remedy the default and to reimburse the Surety for its outlays shall be paid the times and in the manner as said sums would have been payable to Principal had then under the Contract. The term "balance of the Contract price" as used in this paragraph total amount payable by Obligee to Principal under the Contract. The obligation of the Surety shall not include liability for loss, cost, damage, fi expense (including attorneys' fees) from personal injury (including death), or from (including environmental impairment or cleanup), or from any criminal or tortious act a performance, default or completion of the incorporated contract, nor shall the Surety provide or maintain any policy or undertaking of liability insurance. This bond does not cover any liability or transfer of liability from the Contractor or Contract documents to the Surety under this bond as to any loss of damage of whatev promulgated by RCRA (Resource Conservation and Recovery Act of 1976) 42 USE Sec. 6901 1997 Supp.) or CERCLA Comprehensive Environmental Response Compensation and Liability Act afores and quoted statutes. Any suit under this bond must be instituted before the expiration of two years from date on wander the Contract falls due. Notwithstanding any of the above, this Bond shall not specified.	y arrange for the arrangaph 3 herein; reasonable cost of e cost exceeds the sall the aggregate letion or remedies it to complete the d to the Surety at re been no default toh, shall mean the thereto, less the mes, penalties or m property damage arising out of the y be obligated to Obligee under the rer kind or nature et seq (1982 and et of 1980) 42 USC amendments to the
warranty beyond the period of one year from date of substantial completion of the Contract. No right of action shall accrue on this bond to or for the use of any person or corporati	
Obligee named herein or the heirs, executors, administrators or successors of the Obligee.	
Signed and sealed this 28th day of November A.D., 2007.	
GOAMERICA, INC. (Seal) INTERNATIONAL FIDELITY INSUR	LANCE COMPANY
By: Daniel R. Luis (Chief Executive Officer) By: Spencer H. Zettler, (Attorney-	-m-Fact)
. , , , , , , , , , , , , , , , , , , ,	

GAI S-1 (7/95)

POWER OF ATTORNEY INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

Bond # HOIFSU 0463044

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

AMRITA NAUTH, MARIA A. COSENTINO, SPENCER H. ZETTLER, WILLIAM H. HUTTO

Huntington, NY.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,
- (2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 29th day of August, A.D. 2003.

STATE OF NEW JERSEY County of Essex

INTERNATIONAL FIDELITY INSURANCE COMPAI

On this 29th day of August 2003, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

> A NOTARY PUBLIC OF NEW JERSEY My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 28th

aria H. Granco

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

STATE OF					
		day of to me know and	, in the year know to me to be the	, before me personally person(s) who (is) (are) described ed the same.	
in and who execute	ed the foregoing in	nstrument and acknowleds	ges to me that he execut	ed the same.	
		_	NOTARY PUB	LIC	
ACKNOWLEDGMENT OF PRINCIPAL (Partnership)					
STATE OF					
personally come(s)	On this	day of, to me know a	, in the a member of the co and know to me to be the	year, before me -partnership of ne person who is described in and the same as and for the act and deed	
who executed the f of the said co-partr	foregoing instruments.	ent, and acknowledges to	me that he executed the	e same as and for the act and deed	
		_	NOTARY PUB	LIC	
	ACK	NOWLEDGMENT OF P	RINCIPAL (Corporatio	on)	
STATE OF Ne	wJersey	_			
COUNTY OF	ergen	-			
personally come(sideposes and says the	On this 28 Daniel nat he resides in the	day of Noven R. Lui's ac City of Hills dale	that he is t	, who being by me duly sworn the he knows the seal of the said	
the corporation de	escribed in and v	of the <u>Go A mer</u> which executed this fore	going instrument: that	he knows the seal of the said	
corporation; that th	e seal affixed to	the said instrument is suc	h corporate seal; that it	was so affixed by the order of the	
Board of Directors	oi said corporatio	on, and that he signed his i	lame thereto by like ord	er.	
		NO	OTARY PUBLIC	DOROPHY F. MOZULAY	
		ACKNOWLEDGME			
OT A THE OF N			N	AY COMMISSION EXPIRES NOV. 21, 2010	
STATE OF New Y COUNTY OF Suff					
Zettler, Attorney(s and who, being by International Fide he knows(s) the con	e)-in-Fact of Interme duly sworn, sa elity Insurance C reporate seal of such affixed by order of	ernational Fidelity Insur- mays that he/she reside(s) in ompany the company des th Company; and that the of the Board of Directors	ance Company with what Commack, NY that has cribed in and which exested affixed to the within	conally come(s) <u>Spencer H.</u> hom I am personally acquainted, he/she is the Attorney(s)-in-Fact of ecuted the within instrument; that n instrument is such corporate hd that he signed said instrument	

NOTARY PUBLIC

MARIA A. COSENTINO
Notary Public, State of New York
No. 01C06110333
Qualified in Suffolk County
Commission Expires May 24, 2008

INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2006

<u>ASSETS</u>	~
Bonds (Amortized Value) Common Stocks (Market Value) Mortgage Loans on Real Estate Cash & Bank Deposits Short Term Investments Unpaid Premiums & Assumed Balances Reinsurance Recoverable from Reinsurers Electronic Data Processing Equipment Investment Income Due and Accrued Net Deferred Tax Assets Other Assets	\$83,053,564 7,928,132 2,492,000 45,509,933 4,250 3,489,768 824,538 121,690 1,246,437 2,500,000 2,395,495
TOTAL ASSETS	\$149,565,807
LIABILITIES, SURPLUS & OTHER FUNDS Losses (Reported Losses Net as to Reinsurance Ceded and	
Incurred But Not Reported Losses)	\$18,889,291
Loss Adjustment Expenses	4,780,083
Contingent Commissions & Other Similar Charges	702,775
Other Expenses (Excluding Taxes, Licenses and Fees)	4,189,372
Taxes, Licenses & Fees (Excluding Federal Income Tax)	802,559
Current Federal & Foreign Income Taxes	310,119
Unearned Premiums	24,609,961
Ceded Reinsurance Premiums Payable	1,632,862
Funds Held by Company under Reinsurance Treaties	5,068
Amounts Withheld by Company for Account of Others	20,381,915
Provisions for Reinsurance	2,821
Other Liabilities	12,148
TOTAL LIABILITIES	<u>\$76,318,974</u>
Common Capital Stock	\$1,500,000 374,600 16,000,000 55,372,233
Surplus as Regards Policyholders	\$73,246,833
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$149,565,807

I, Francis L. Mitterhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2006, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 23rd day of February 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY