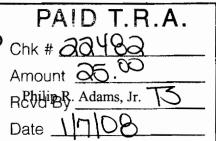
NOWALSKY, BRONSTON & GOTHARD

A Professional Limited Liability Company
Attorneys at Law
3500 North Causeway Boulevard
Suite 1442
Metairie, Louisiana 70002

Telephone: (504) 832-1984 Facsimile: (504) 831-0892



RECEIVED 2008 JAN-7 PH 2: 31 T.R.A. DOCKET ROOM

January 3, 2008

Via Overnight Delivery

Leon L. Nowalsky

Edward P. Gothard

Benjamin W. Bronston

Executive Secretary's Office Tennessee Regulatory Authority 460 James Robertson Parkway Nashville, TN 37243-0505

RE: EveryCall Communications, Inc. CLEC Application

Dear Sir:

Enclosed for filing please find an original and thirteen (13) copies the Application of EveryCall Communications, Inc. for a Certificate of Public Convenience and Necessity to Provide Competing Local and Long Distance Telecommunications Services in the State of Tennessee. Also enclosed is the requisite \$25.00 filing fee.

The Company is requesting facilities-based local exchange authority, and has notified all facilities-based ILECs of this filing as evidenced by the Certificate of Service and Service List contained in Exhibit J.

EveryCall has already filed with the TRA an irrevocable \$20,000 Letter of Credit in compliance with TCA, Section 165-4-125. The Letter of Credit is being held by the Legal Department in anticipation of this application.

Please acknowledge receipt of this filing by returning the enclosed additional copy of this cover letter in the enclosed envelope as evidence of the filing.

Should you have any questions regarding this application, please do not hesitate to call.

Sincerely,

Bligarier W. Slander Benjamin W. Bronston / Il

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION OF)		
EVERYCALL COMMUNICATIONS, INC.)		
D/B/A LOCAL USA D/B/A ALL AMERICAN)	Docket No	
HOME PHONE FOR A CERTIFICATE TO)		
PROVIDE COMPETING LOCAL)		
TELECOMMUNICATIONS SERVICES)		

APPLICATION FOR CERTIFICATE TO PROVIDE COMPETING LOCAL TELECOMMUNICATIONS SERVICES

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Everycall Communications, Inc. d/b/a Local USA d/b/a All American Home Phone ("Everycall") respectfully requests that the Tennessee Regulatory Authority grant to Everycall authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. Everycall is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services.

In support of its Application, Everycall submits the following:

1. The full name and address of the Applicant:

Everycall Communications, Inc. d/b/a Local USA d/b/a All American Home Phone 4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809

Telephone: (225) 293-3332 Facsimile: (225) 293-3335 Toll Free (800) 336-4588 Questions regarding this application should be directed to:

Benjamin Bronston, Esq. Nowalsky, Bronston & Gothard, APLLC 3500 N. Causeway Blvd., Suite 1442 Metairie, LA 70002 Telephone: (504) 832-1984

Facsimile: (504) 831-0892 bbronston@nbglaw.com

Contact name and address at the Company is:

Kyle Coats, President
Everycall Communications, Inc.
4315 Bluebonnet Blvd., Suite A
Baton Rouge, LA 70809
coats@everycall.com

2. <u>Organizational Chart of Corporate Structure</u>. See Exhibit A.

3. Corporate Information:

Everycall was incorporated in the State of Louisiana on November 20, 1997. A copy of Everycall's Articles of Incorporations and amendments are provided in Exhibit B. A copy of Everycall's Authority to transact business in the State of Tennessee is provided in Exhibit C. The names and addresses of the principal corporate officers are in Exhibit D. There are no officers in Tennessee. The biographies of the principal officers and any other key technical staff are in Exhibit E.

4. Everycall possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below:

A. Financial Qualifications

In support of its financial qualifications, Everycall submits their most recent two year-end financials in Exhibit F.

Applicant has filed a Letter of Credit with the TRA in lieu of submitting a Corporate Surety Bond in compliance with TCA §64-4-125.

Exhibit G sets forth the Applicant's 3-year capital expenditures budget indicating the type of equipment to be purchased, costs, and sources of funding of projected capital expenditures.

B. Managerial Ability

As shown in Exhibit E to this Application, Everycall has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee. As described in the attached biographical information, Everycall's management team has extensive management and business experience in telecommunications.

C. Technical Qualifications

Everycall's services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LECs regulated by the TRA. Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems.

5. <u>Proposed Service Area.</u>

Everycall is authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Illinois, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Texas, and has applications pending in Arkansas, California, District of Columbia, Indiana, Michigan, Missouri, Nevada, New Jersey, New York, Wisconsin and West Virginia.

The Company proposes to offer it local services throughout the BellSouth service territory within the State of Tennessee. The Applicant will not offer local services in areas served by incumbent local exchange telephone companies with fewer than 100,000 total access lines. The Company will provide long distance, local resale and facilities-based services. Their facilities-based services will only be offered to the extent to their UNE arrangement with ILEC.

6. Types of Local Exchange Service to be provided:

The Company will provide long distance, local resale and facilities-based services. Their facilities-based services will only be offered to the extent of their UNE arrangement with the ILEC.

7. Repair and Maintenance

Everycall has made arrangements for its customers to call the company at its toll-free customer services number 1-800-336-4588. In addition, customers may contact the company in writing at the headquarters address. The toll free number will be printed on the customer's monthly billing statements. The Tennessee contact person knowledgeable about providers operations is Kyle Coats, President.

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expending the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings.

Authorizing Everycall to provide long distance and local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of

Tennessee and will facilitate economic development.

In particular, the public will benefit both directly, through the use of the competitive services to be offered by the Company and indirectly, because the Company's presence in Tennessee will increase incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

- 8. <u>Small and Minority-Owned Telecommunications Business Participation Plan</u> (65-5-212) Exhibit H.
- 9. <u>Toll Dialing Parity Plan: Exhibit I</u>
- 10. Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the companies intention of operating geographically. See Exhibit J.
- 11. Numbering Issues: Statement provided in Exhibit K.
- 12. <u>Tennessee Specific Operational Issues</u>: Statements provided in Exhibit L.
- 13. Miscellaneous:
 - A. Sworn Pre-filed testimony: Exhibit M
 - B. Applicant will require deposits for their prepaid local exchange business.
 - C. Everycall has not been subject to complaints in any of the states in which they are doing business.
 - D. Copy of tariff enclosed.

CONCLUSION:

Everycall respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of

Tennessee in the service areas of BellSouth, GTE and Sprint and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996. For the reasons stated above, Everycall's provision of these services would promote the public interest by providing high quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers.

Respectfully submitted this 3/2 day of January, 2008

Bujarer W. Suntre/W. Counsel for Everycall Communications, Inc.

VERIFICATION

State of Louisiana County of JESERSE

I, Kyle Coats, as President of Everycall Communications, Inc. do hereby state that as its President I am authorized to represent Everycall and to make this Verification on its behalf. The statements in the foregoing application and exhibits are true and correct to the best of my knowledge, information and belief.

By: Nyle Coats, President

Everycall Communications, Inc.

Sworn to and subscribed before me this 14 day of Occ., 2007.

Notary Public

My Commission expires at death.

LEON L. NOWALSKY Notary Public, State of Louisiana My Commission is issued and allow

Notary Number: 4339

Exhibit A

Organizational Chart of Corporate Structure

The Applicant has no parent company, subsidiaries or affiliates. The owners of Everycall also have an ownership interest in another telecommunications company called Brydels Communications, LLC.

Exhibit B

Articles of Incorporation



As Secretary of State, of the State of Louisiana, I do hereby Certify that EVERYCALL COMMUNICATIONS, INC.

A LOUISIANA corporation domiciled at BATON ROUGE,

Filed charter and qualified to do business in this State on November 20, 1997,

I further certify that the records of this Office indicate the corporation has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned is in good standing and is authorized to do business in this State.

I further certify that this Certificate is not intended to reflect the financial condition of this corporation since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 18, 2003

ARA 34577625D

Secretary of State





SECRETARY OF STATE

As Secretary of State, of the State of Louisiana, I do hereby Certify that

the annexed and following is a True and Correct copy of the Articles of Incorporation, Initial Report, Notice of Change and 2002 Annual Report of

EVERYCALL COMMUNICATIONS, INC.

A LOUISIANA corporation domiciled at BATON ROUGE,

As shown by comparison with documents filed and recorded in this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

July 18, 2003

ABA 34577625D

Secretary of State

ARTICLES OF INCORPORATION OF EVERYCALL COMMUNICATIONS, INC.

PARISH OF EAST BATON ROUGE STATE OF LOUISIANA

ARTICLE 1 NAME

The name of the corporation is EVERYCALL COMMUNICATIONS, INC.

ARTICLE 2 PURPOSE

The Corporation's purpose is to engage in any lawful activity for which corporations may be formed under the Business Corporation Law of Louisiana.

ARTICLE 3 COMMON STOCK

The Corporation has authority to issue one thousand (1000) shares of common stock with a par value of \$0.10 per share.

ARTICLE 4 INCORPORATORS

The name and address of the Incorporator is:

John Brydels, Jr. 263 Third Streat Suite 203 Baton Rouge, Louisiana 70801

ARTICLE 5
PRE-EMPTIVE RIGHTS

Shareholders shall have pre-emptive rights.

ARTICLE 6 DIRECTORS

The number of directors shall be such number, not less than three (3) nor more than eight (8) as may be designated in the by-laws and if not designated, as may from time to time be elected by the shareholders, except that when all of the outstanding shares are held of

COLUMBRATION DEPT.

34599625

record by fewer than three (3) shareholders, then there need be only as many directors as there are shareholders, but this shall not prevent a greater number of directors as aforesaid. Any director absent from a meeting of the Board or any committee thereof, may be represented by any other director who may cast the absent director's vote according to his or her written instruction, general or special.

ARTICLE 7 SPECIAL MEETINGS

Special meetings of shareholders may be called by the president or by a majority of the Board of Directors.

ARTICLE 8 ISSUANCE OF STOCK

Without any necessity of action by the shareholders, previously authorized, but unissued shares of stock of the corporation may be issued from time to time by the Board of Directors, and any and all shares so issued and paid for, shall be deemed fully paid stock and not liable to any further assessment or call and the holder of such shares shall not be liable for any further payment thereon.

ARTICLE 9 CUMULATIVE VOTING

In the election of directors, each shareholder of record shall have the right to multiply the number of votes to which he or she is entitled by the number of directors to be elected, and to cast all such votes for one candidate, or distribute them among any two or more candidates.

ARTICLE 10 SHAREHOLDER CONSENT

Whenever the affirmative vote of shareholders is required to authorize or constitute corporate action, the consent in writing to such action signed only by shareholders holding that proportion of the total voting power on the question which is required by law or by these Articles of Incorporation, whichever requirement is higher, shall be sufficient for the purpose without necessity for a meeting of shareholders.

ARTICLE 11 RESTRICTION ON SALE OF STOCK

In case a stockholder desires to sell his shares of stock, he must offer them for sale to the remaining shareholders, it being the intention to give them a preference in the purchase of such shares, and any attempted sale in violation of this provision is null and void.

ARTICLE 12 LIMITATIONS ON LIABILITY

The Incorporator, officers and directors of this corporation claim the benefits of limitation of liability to the fullest extent allowed by law as fully and completely as though said provisions were recited herein in full.

THUS DONE AND SIGNED this 10th day of November, 1997.

3

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared:

John Brydels, Jr.

to me known to be the person who executed the foregoing Articles Of Incorporation, and who being duty sworn, did acknowledge and declare, in the presence of the two witnesses whose names are subscribed hereto, that he executed said instrument as his free act and deed for the purposes described therein.

IN WITNESS WHEREOF, the said appearer and witnesses and I have hereunto affixed our hands on the 10th day of November, 1997, in Baton Rouge, Louisiana.

Witnesses:

U

5

INITIAL REPORT OF EVERYCALL COMMUNICATIONS, INC.

ARTICLE 1

The corporation's registered office is located at and its post office address is.

263 Third Street Suite 208 Baton Rouge, Louisiana 70801

ARTICLE 2

The registered agent is:

John Brydels, Jr. 263 Third Street Suite 208 Baton Rouge, Louisiana 70801

ARTICLE 3

The first directors are:

John Brydels, Jr. Jon C. Seger 263 Third Street 263 Third Street Suite 208 Suite 208

Baton Rouge, Louisiana 70801 Baton Rouge, Louisiana 70801

ARTICLE 4

The first officers are:

John Brydels, Jr. President/Treasurer 263 Third Street Suite 208 Baton Rouge, Louisiana 70801 Jon C. Seger Vice President/Secretary 263 Third Street Suite 208 Baton Rouge, Louislana 70801

AFFIDAVIT OF ACCEPTANCE OF APPOINTMENT BY DESIGNATED REGISTERED AGENT ACT 769 OF 1987

To the State Corporation Department State of Louisiana

STATE OF LOUISIANA

PARISH OF JEFFERSON

On this 10th day of November, 1997, before me Notary Public in and for the State and Parish aforesaid, personally came and appeared:

John Brydels, Jr.

who is known to me, and who, being duly sworn, acknowledged to me that he does hereby accept appointment as the Registered Agent of EVERYCALL COMMUNICATIONS, INC., which is a Louisiana Corporation authorized to transact business in the State of Louisiana pursuant to the provisions of Title 12, Chapters 1, 2 and 3.

John Prydels, J

SWORN TO AND SUBSCRIBED BEFORE ME ON THE DAY, MONTH AND YEAR FIRST SET FORTH ABOVE.

NOTARY PUBLIC

W. Fox McKeithen Secretary of State



NOTICE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF REGISTERED AGENT

(R.S. 12:104 & 12:236)

Enclose \$25 filing fee
Domestic Corporation (Business or Non Profit)
Make remittance payable to
Secretary of State
Do Not Send Cash

Return to: Commercial Division
P. O. Box 94125
Baton Rouge, LA 70804-9125
Phone (225) 925-4704
Web Site: www.sec.state.la.us

corporation Name: Everycall Communications, Inc.
CHANGE OF LOCATION OF REGISTERED OFFICE
Notice is hereby given that the Board of Directors of the above named corporation has authorized a change in the location of the corporation's registered office. The new registered office is located at:
320 Somerulos Street, Baton Rouge, LA 70802-6129
Sohothydels, S. 7/11/03
To be signed by one (1) officer of tylo (2) directors Date
Date
CHANGE OF REGISTERED AGENT(S)
Notice is hereby given that the Board of Directors of the above named corporation has authorized the change of the corporation's registered agent(s). The name(s) and address(es) of the new registered agents(s) is/are as follows: Charles A. Schuffe, Jr.
320 Somerulos Street
Baton Rouge, LA 70802-6129
President Vice President or Streetary Date
rigating that I resident graphically
AGENT'S ACCEPTANCE AND ACKNOWLEDGEMENT OF APPOINTMENT
I hereby acknowledge and accept the appointment of registered agent(s) for and on behalf of the above named corporation.
Cu
Charles A. Schutte, Jr.
Sworn to and subscribed before me, the undersigned Notary Public on this date: Tuly 11, 2003
Notary -

354 Rev. 03/03

(See instructions on back)

W. Fox McKeithen Secretary of State



DOMESTIC CORPORATION ANNUAL REPORT

For Period Ending November 20, 2002





Mailing Address Only

(INDICATE ANY CHANGES BELOW)

34577625 D

EVERYCALL COMMUNICATIONS, INC.

C/O JOHN BRYDELS, JR.

5212 SUMMA COURT

(INDICATE ANY CHANGES BELOW)

Registered Office Address in Louisiana
(Do Not Use P.O. Box)
263 TEIRD STREET, SUITE 208
BATON ROUGE, LA 70801

Federal Tax ID Number | Issued Shares

BATON ROUGE, LA 70809	72-1403495		
Our records indicate the following registered agents for the All agents must have a Louisiana address. Do not use a P. O signature.			
JOHN BRYDELS, JR. 5212 SUMMA COURT/BATON ROUGE, LA 70805		.02 OCT 22	CRETARY OF
I hereby accept the appointment of registered agent(s).	Sworn to and subscrib	30	STATE
Our records indicate the following officers or directors for below. If space is needed for additional officers/directors a F.O. Box. Indicate all offices held by each individual limits and the property of t	, attach an addendum. stad.		

432

JON C. SEGER VICE PRES/SECT/DIR 263 THIRD STREET, SUITE 208/BATON ROUGE, LA 70801

SIGN>	To be signed by an officer of director.	10-20-02	766-1495	jo/w/or
		Paters by Novemb	er 20 2002	CHECK

Enclose filling fee of \$ 25.00 Make remittance payable to Secretary of State

> Do Not Send Cash web site: www.sec.state.la.us

DO NOT STAPLE

to:

Commercial Division P.O. Box 94125 Baton Rouge, LA 70804-9125 Phone (225) 925-4704

IF NO CHANGE

Exhibit C

Tennessee Authority to Transact Business and Assumed Name registrations

Secretary of State **Division of Business Services** 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, Tennessee 37243

DATE: 07/28/03 REQUEST NUMBER: 4872-1145 TELEPHONE CONTACT: (615) 741-2286 FILE DATE/TIME: 07/25/03 1244 EFFECTIVE DATE/TIME: 07/25/03 1244 CONTROL NUMBER: 0451030

TO: SHEREE WEST 3500 N CAUSEWAY BLVD STE 1442 METAIRIE, LA 70002

RE: ÉVERYCALL COMMUNICATIONS INC APPLICATION FOR CERTIFICATE OF AUTHORITY -FOR PROFIT

WELCOME TO THE STATE OF TENNESSEE. THE ATTACHED CERTIFICATE OF AUTHORITY HAS BEEN FILED WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DATE OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. PLEASE PROVIDE THIS OFFICE WITH WRITTEN NOTIFICATION OF THE CORPORATION'S FISCAL YEAR. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE REVOCATION OF ITS CERTIFICATE OF AUTHORITY.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR CERTIFICATE OF AUTHORITY - FOR PROFIT

ON DATE: 07/28/03

FROM: JOHN H BRYDELS JR

5212 SUMMA COURT

RECEIVED:

FEES \$600.00

\$0.00

BEON ROUGE, LA 70809-0000

TOTAL PAYMENT RECEIVED:

RECEIPT NUMBER: 00003336624 ACCOUNT NUMBER: 00433484

RILEY C. DARNELL SECRETARY OF STATE

etate of Tennessee

Bepartment of State

Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville. TN 37243

APPLICATION FOR CERTIFICATE OF AUTHORITY (FOR PROFIT)

For Office Use Only

STATE OF SECRET

Nashville, 1N 3/243		2	
Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned ediporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets for the			
1. The name of the corporation is EveryCall Commun		F. 53 SS	
*If different, the name under which the certificate of auth			
[NOTES: The Secretary of State of the State of Tennessee name does not comply with the requirements of Section 48-of authority under a different corporate name, an application Section 48-14-101(d) with an additional \$20.00 fee.]	14-101 of the Tennessee Business Co	rporation Act. *If obtaining a certificate	
2. The state or country under whose law it is incorporate	ed is Louisiana		
The date of its incorporation is if other than perpetual, is perpetual	(must be month, day, a	and year), and the period of duration,	
 The complete street address (including zip code) of it 5212 Summa Court, Baton Rouge, LA 70809 	<u> </u>		
Street City	State/Country	Zip Code	
5. The complete street address (including the county and the zip code) of its registered office in Tennessee and the name of its registered agent is 1900 Church Street, Suite 400,Nashville, TN 37203			
Street City Registered Agent National Registered Agents, Inc.	State/Country	Zip Code	
The names and complete business addresses (included John Brydels, Jr., Pres/Sec, 5212 Summa Court, Bate Jon Seger, Vice Pres/Treasurer, 5212 Summa Court, The names and complete business addresses (included). 7. The names and complete business addresses (included).	on Rouge. LA 70809 , Baton Rouge, LA 70809		
necessary.) John Brydels. Jr 5212 Summa Court. Ba Jon Seger, 5212 Summa Court, Baton Rouge, LA 700	ton Rouge, LA 70809	un ectors are. (Attach separate sheet ii	
If the corporation commenced doing business in Tenne (month, day and year) <u>upon qualification</u> .	essee prior to the approval of this app	lication, the date of commencement	
The corporation is a corporation for profit.			
10. If the document is not to be effective upon filing by	(date),(time).		
[NOTE: This application must be accompanied by a certific Secretary of State or other official having custody of corpor certificate shall not bear a date of more than two (2) months	cate of existence (or a document of sin rate records in the state or country un	nilar import) duly authenticated by the der whose law it is incorporated. The	
7-18-03	EveryCall Communications, In	c.	
Signature Date	Name of Obrobration		
President Signer's Capacity	Signature John Brydels		
SS-4431 (Rev. 4/01) Filing Fee; \$600	Name (typed or printed)	RDA 1678	

Secretary of State **Division of Business Services** 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, Tennessee 37243

DATE: 12/28/06 REQUEST NUMBER: 5905-2039 TELEPHONE CONTACT: (615) 741-2286 FILE DATE/TIME: 12/27/06 0905 EFFECTIVE DATE/TIME: CONTROL NUMBER: 0451030

TO: NOWALSKY BRONSTON & GOTHARD APLLC 3500 N CAUSEWAY BLVD SUITE 1442 METAIRIE, LA 70002

LOCAL USA APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ASSUMED NAME REGISTRATION FOR A FIVE YEAR PERIOD BEGINNING WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

THE CORPORATION MAY RENEW THE RIGHT TO USE THIS NAME WITHIN TWO (2) MONTHS PRECEDING THE EXPIRATION OF SUCH RIGHT, FOR A PERIOD OF FIVE (5) YEARS, BY FILING AN APPLICATION WITH THE SECRETARY OF STATE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE ON DATE: 12/27/06

NAME

FROM: NOWALSKY BRONSTON & GOTHARD/3500 N CAUSE 3500 N. CAUSEWAY BLV

\$0.00

STE 1442 METAITIR, LA 70002-0000 TOTAL PAYMENT RECEIVED:

RECEIVED:

RECEIPT NUMBER: 00004062111 ACCOUNT NUMBER: 00362684

FEES \$20.00



RILEY C. DARNELL SECRETARY OF STATE



Department of State

Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME

For Office Use Only 2006 DEC 27 AM 9: 0

	101(d) of the Tennessee Business Corporation Act or Section 48-54-101(d) of undersigned corporation hereby submits this application:
1. The true name of the corporation is	eryCall Communications, Inc.
2. The state or country of incorporation is L	ouisiana
3. The corporation intends to transact busine	ess in Tennessee under an assumed corporate name.
4. The assumed corporate name the corpora	tion proposes to use is
[NOTE: The assumed corporate name must Corporation Act or Section 48-54-101 of the	meet the requirements of Section 48-14-101 of the Tennessee Business Tennessee Nonprofit Corporation Act.]
11-8-06	EveryCall Communications, Inc.
Signature Date	Name of Corporation
President Signer's Capacity	Signature Signature
	John Brydels, Jr. Name (typed or printed)

SS-4402 (Rev. 4/01)

Filing Fee: \$20

RDA1720

Secretary of State **Division of Business Services** 312 Eighth Avenue North 6th Floor, William R. Snodgrass Tower Nashville, Tennessee 37243

DATE: 01/03/07 REQUEST NUMBER: 5909-0755 TELEPHONE CONTACT: (615) 741-2286 FILE DATE/TIME: 01/03/07 0906 EFFECTIVE DATE/TIME: CONTROL NUMBER: 0451030

NOWALSKY BRONSTON & GOTHARD PLLC 3500 NORTH CAUSEWAY BLVDSUITE 1442 METAIRIE, LA 70002

RE:

ALL AMERICAN HOME PHONE APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE

THIS WILL ACKNOWLEDGE THE FILING OF THE ATTACHED ASSUMED NAME REGISTRATION FOR A FIVE YEAR PERIOD BEGINNING WITH AN EFFECTIVE DATE AS INDICATED ABOVE.

THE CORPORATION MAY RENEW THE RIGHT TO USE THIS NAME WITHIN TWO (2) MONTHS PRECEDING THE EXPIRATION OF SUCH RIGHT, FOR A PERIOD OF FIVE (5) YEARS, BY FILING AN APPLICATION WITH THE SECRETARY OF STATE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

FOR: APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE ON DATE: 01/03/07

NAME

FEES RECEIVED: \$20.00 \$0.00 FROM:

NOWALSKY BRONSTON & GOTHARD/3500 N CAUSE 3500 N. CAUSEWAY BLV TOTAL PAYMENT RECEIVED:

STE 1442 RECEIPT NUMBER: 00004064847 ACCOUNT NUMBER: 00362684 METAITIR, LA 70002-0000



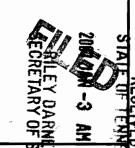
RILEY C. DARNELL SECRETARY OF STATE



Bepartment of State

Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

APPLICATION FOR REGISTRATION OF ASSUMED CORPORATE NAME



For Office Use Only

Pursuant to the provisions of Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tennessee Business Corporation Act or Section 48-14-101(d) of the Tenne the Tennessee Nonprofit Corporation Act, the undersigned corporation hereby submits this application. 1. The true name of the corporation is <a>EveryCall Communications, Inc. 2. The state or country of incorporation is Louisiana 3. The corporation intends to transact business in Tennessee under an assumed corporate name. 4. The assumed corporate name the corporation proposes to use is All American Home Phone [NOTE: The assumed corporate name must meet the requirements of Section 48-14-101 of the Tennessee Business Corporation Act or Section 48-54-101 of the Tennessee Nonprofit Corporation Act.] 12-18-06 EveryCall Communications, Inc. Signature Date Name of Corporation President Signer's Capacity John Brydels, Jr. Name (typed or printed)

Exhibit E

Management Profiles

EDUCATION

LOUISIANA STATE UNIVERSITY, Baton Rouge, LA

Bachelors of Science - Finance - 1982

LOUISIANA STATE UNIVERSITY, Baton Rouge, LA

Masters of Science - Accounting - 1984

YALE UNIVERSITY - SCHOOL OF MANAGEMENT, New Haven, CT Masters of Business Administration - Concentration in Finance – 2005 Distinction in the following courses: Accounting, Corporate Finance, Corporate Finance II, Economics, Investments, Statistics, Operations

EXPERIENCE

2006-Present BRYDELS FINANCIAL SERVICES, LLC - Baton Rouge, LA

President and Owner of Investment Advisory Firm.

2006-Present SOUTHEASTERN LOUISIANA UNIVERSITY – Hammond, LA

Adjunct Faculty Member – teaching Corporate Finance

2004-Present EVERYCALL COMMUNICATIONS d/b/a LOCAL USA, Baton Rouge, LA

Chief Financial Officer and Part Owner

Responsibilities: Cash management, budgeting, forecasting, regulatory and

government filings.

1984 - 2001 TLX d/b/a TELAMERICA LONG DISTANCE, Baton Rouge, LA

President and Chief Executive Officer

Responsibilities: Cash management, budgeting, forecasting, regulatory and

government filings.

1982 - 1984 LOUISIANA STATE UNIVERSITY - Accounting Department

Responsibilities: Taught cost accounting (managerial accounting) and Graduate

Assistant for tax accounting class.

PROFESSIONAL DESIGNATIONS:

CPA - Certified Public Accountant (inactive)
CFA Charterholder - Chartered Financial Analyst

CMA - Certified Managerial Accountant

REFERENCES Available upon request

Resume Jon C. Seger

Personal Data

Address: 756 Myrtle View Drive, Baton Rouge, Louisiana 70810-4200.

Home Phone: (225) 769-3950.

Date and Place of Birth: June 3, 1957 Ft. Collins, Colorado.

Marital Status: Married, four children.

Work Experience

Date: July 2003-Present

Company: EveryCall Communications, Inc

Type of Business: Competitive Local Exchange Carrier

Position: CEO

Date: December 2000 - June 2003

Company: Louisiana Online, Inc., Baton Rouge, Louisiana

Type of Business: Internet retail. Position: Owner / Vice President

Description of work:

Web site creation and modification, photography, inventory control, order processing, shipping, telecommunications, and system backups.

Date: June 1984 - December 2000

Company: TLX Communications, Inc., Baton Rouge, Louisiana.

Type of Business: Telephone company. Position: Owner / Vice President.

Description of work:

Chief Engineer responsible for all technical aspects of the company, including installation and maintenance of long distance network, Harris 20/20 switch and related equipment, digital and analog trunks, central office repeaters, Novell LAN, customer database and billing system, fire suppression systems, UPS and DC power system. Head of customer provisioning department and technical support department. Oversee installation and maintenance of customer premise Channel

Banks, 1+ Automatic Dialers, and data circuits.

Date: June 1981 - June 1982

Company: Catalytic, Inc., Baton Rouge, Louisiana.

Type of Business: Industrial Engineering and Construction company.

Position: Field and Home Office Planning Engineer, Project Administrator.

Description of work:

Field Planning Engineer on Crude Air Preheater project for Marathon Oil Company, Garyville, Louisiana. Home Office Planning Engineer assigned to the following projects: Substrate Alumina expansion for Kaiser Aluminum and Chemical Corp., Baton Rouge, Louisiana; Blending and Packaging facility for Penzoil Products Company, Shreveport, Louisiana; and Crude Air Preheater for Marathon Oil Company, Garyville, Louisiana. Project Administrator for Substrate Alumina project for Kaiser Aluminum and Chemical Corp., Baton Rouge, Louisiana.

Date: June 1973 - March 1981

Employer: Self-Employed Painting Contractor, Baton Rouge, Louisiana.

Description of work:

Estimating, Contract Administration, Accounting, Purchasing, Job Superintendent, Painter.

Education

1982 - 1984 Louisiana State University, Baton Rouge, Louisiana.

Degree: Master of Business Administration.

1975 - 1981 Louisiana State University, Baton Rouge, Louisiana.

Degree: Bachelor of Science in Construction.

1971 - 1975 Robert E. Lee High School, Baton Rouge, Louisiana.

College Honors and Activities

SGA University College President; Dean's List; Student Chapter Associated General Contractors; Phi Gamma Delta - IFC Representative, Scholastic Achievement Award, Award and Honors Committee.

KYLE B. COATS 5614 Stones River Ave. Baton Rouge, LA 70817

RESUME OF QUALIFICATIONS

(225) 753-6230

EDUCATION LOUISIANA STATE UNIVERSITY, Baton Rouge, LA Bachelor of Science Degree **EXPERIENCE** 07/03-Present EVERYCALL COMMUNICATIONS, Baton Rouge, LA President/Treasurer 01/03-07/03 COMMAND CENTRAL, Baton Rouge, LA Sales Manager Responsibilities: All sales activity related to prospecting, proposing and closing alarm monitoring services to alarm dealers throughout the U.S. 12/00-12/02 EATEL, Baton Rouge, LA (Eatel acquired Telamerica 12/8/00) Manager, Strategic Sales Responsibilities: Manage the existing Telamerica sales team in marketing the products offered by Eatel. Products include: facilities based T-1 and resale dial tone, T-1 internet and long distance service. 12/96-12/00 TELAMERICA LONG DISTANCE, Baton Rouge, LA Vice President of Sales and Customer Service Responsibilities: In addition to responsibilities as sales manager, my responsibilities included: Opening sales offices in markets throughout LA, staffing these offices with both sales and managerial personnel, creating a centralized customer service department and then expanding it into a 24/7 operation, managed the process of becoming a competitive Local Exchange Carrier. 1/88 - 3/96 Sales Manager-TELAMERICA LONG DISTANCE Responsibilities: Hiring, training, supervising, and evaluating of sales force, development and implementation of incentive oriented compensation plan and competitive rate structures, coordination of all marketing activities which include: direct sales, trade shows, and advertising trade accounts. Handled all customer relations for new and existing accounts. 2/87 - 1/88Communications Consultant - TELAMERICA LONG DISTANCE Responsibilities: Generation of leads, follow up on leads, analysis of potential client's long distance needs, presentation and closing of proposals to potential clients, follow up on customer satisfaction. GAGE TELECO USA, Baton Rouge, LA 6/85 - 1/87

Account Representative

Responsibilities; Market PBX and Key phone systems to area businesses.

Exhibit F

Financial Statements

9:52 AM 07/17/07 Accrual Basis

EveryCall Communications, Inc. Balance Sheet

As of December 31, 2006

	Dec 31, 06
ASSETS	
Current Assets Checking/Savings	
Local USA - Checking	5,789.23
Regions Bank - Petty Cash	905.66
CD #7419050 - LPSC	50,973.96
Merrill Lynch - Brydels	366.48
Total Checking/Savings	58,035.33
Accounts Receivable Accounts Receivable	1,283.07
Total Accounts Receivable	1,283.07
Other Current Assets Deposits	2,000.00
Due from Louisiana Online	68,463.00
Due to/from Brydels Marketing	5,120.00
Due to/from Kyle Coats	4,890.00
Employee Advances	-1,880.00
Total Other Current Assets	78,593.00
Total Current Assets	137,911.40
Fixed Assets	
Accumulated Depreciation	-18,198.19
Furniture & Fixtures	3,984.40
Machinery & Equipment	18,905.85
Software	14,531.88
Total Fixed Assets Other Assets	19,223.94
Prepaid Legal	1,361.63
Total Other Assets	1,361.63
TOTAL ASSETS	158,496.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	2 105 02
Bad Debt Due to/from Ten Sixteen Communi	2,195.93 -25.00
Payroll Liabilities	
Federal Withholding	772.00
FICA - Company	1,007.42
FICA - Employee	1,007.42 20.29
FUTA Payable LA Unemployment	79.36
LA Withholding	780.12
Total Payroll Liabilities	3,666.61
Sales and Excise Tax Payable	16,012.91
Total Other Current Liabilities	21,850.45
Total Current Liabilities	21,850.45
Long Term Liabilities Due to/from John Brydels, Jr.	432,788.81
Total Long Term Liabilities	432,788.81
Total Liabilities	454,639.26
Equity	0.000.00
Capital Stock	3,000.00
Retained Earnings	-760,955.06 559 196 49
Shareholder Equity	559,196.49

9:52 AM 07/17/07 Accrual Basis

EveryCall Communications, Inc. Balance Sheet As of December 31, 2006

	Dec 31, 06
Net Income	-97,383.72
Total Equity	-296,142.29
TOTAL LIABILITIES & EQUITY	158,496.97

EveryCall Communications, Inc. Profit & Loss

January through December 2006

	Jan - Dec 06
Ordinary Income/Expense	
Income Sales	1,769,674.03
Sales - CABS	54,813.12
Total Income	1,824,487.15
Cost of Goods Sold Cost of Goods Sold	1,215,484.43
Total COGS	1,215,484.43
Gross Profit	609,002.72
Expense	02.24
Water Advertising	92.31 69,692.35
Agent Commission	16,714.59
Bank Service Charges	3,265.97
Billing	61,121.89
Collection Fees	248.22
Computer Expense	8,983.87
Credit Card Fees	8,933.21
Credit Reports	1,816.59 1,525.00
Dues and Subscriptions Education	7,196.55
Fees	1,965.59
Insurance	1,000.00
AD&D	72.00
Dental	2,957.20
Disability Insurance	840.00
Liability Insurance	1,500.03
Life & Std. Premium	456.00 37,343.66
Medical Work Comp	273.40
Total Insurance	43,442.29
Interest Expense	26,929.56
Late Fee	39.00
Licenses and Permits	150.00
Miscellaneous	-1.52
Office Expense	11,379.17
Office Supplies	2,205.53
Payroll Expenses Payroll Taxes	13,583.41
Salaries	151,589.11
Payroll Expenses - Other	0.00
Total Payroll Expenses	165,172.52
Penalties	200.89
Postage and Delivery Printing and Reproduction	4,684.33 3,061.26
Professional Fees Accounting	630.00
Legal Fees	18,158.06
Professional Fees - Other	13,309.83
Total Professional Fees	32,097.89
Promotions	350.00
Provisioning	3,257.76
Rent	31,934.17
Repairs	27.00
Computer Repairs	
Total Repairs	27.00
Security	105.00
Taxes Property	447.03

9:52 AM 07/17/07 Accrual Basis

EveryCall Communications, Inc. Profit & Loss

January through December 2006

	Jan - Dec 06
State Taxes - Other	40.63 188,159.83
Total Taxes	188,647.49
Telemarketing Telephone Travel & Ent Entertainment	1,482.13 6,563.67 3,118.00
Total Travel & Ent	3,118.00
Total Expense	706,402.28
Net Ordinary Income	-97,399.56
Other Income/Expense Other Income Interest Income	15.84
Total Other Income	15.84
Net Other Income	15.84
et Income	-97,383.72

Exhibit G

Capital Expenditures Budget

The Applicant will provide facilities-based services only to the extent that it will offer UNE from the ILEC. No capital expenditures for facilities are expected, and therefore, no budget has been prepared.

Exhibit H

Minority Owned Business Plan

SMALL AND MINORITY-OWNED BUSINESS PARTICIPATION PLAN

Pursuant to T.C.A. §65-5-212, as amended, Everycall Communications, Inc. d/b/a All American Home Phone d/b/a Local USA ("Everycall") submits this small and minority-owned Telecommunications business participation plan (the "Plan") in relation to its Certificate of Public Convenience and Necessity to provide competing local and interexchange services in Tennessee.

1. PURPOSE

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Everycall agrees to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. Everycall will allow small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services when such opportunities arise. In furtherance of this end, Everycall will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Everycall of such opportunities. Everycall will contact the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors.

II. **DEFINITIONS**

As defined in §65-5-212.

Minority-Owned Business. Minority-owned business shall mean a business which is solely owned,

or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who

personally manages and controls daily operations of such business, and who is impeded from normal entry

into the economic mainstream because of race, religion, sex or national origin and such business has annual

gross receipts of less than four million dollars (\$4,000,000.00).

Small Business. Small Business shall mean a business with annual gross receipts of less than four

million dollars (\$4,000,000).

III. **ADMINISTRATION**

Everycall's Plan will be overseen and administered by the individual named below, hereinafter

referred to as the Administrator, who will be responsible for Everycall's efforts to provide equal

opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Kyle Coats

Everycall Communications, Inc.

4315 Bluebonnet Blvd., Suite A

Baton Rouge, LA 70809

Telephone (225) 293-3332

Facsimile (225) 293-3335

Toll Free: (800) 336-4588

The Administrator's responsibilities will include:

Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders (1)

of the Tennessee Regulatory Authority.

2

- (2) Establishing and developing any policies and procedures which may be necessary for the successful implementation of the Plan.
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory

 Authority, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperating with the Tennessee Regulatory

 Authority, other agencies of the State of Tennessee, and small and minority-owned

 businesses as defined in §65-5-212 when necessary.
- (5) Encouraging small and minority-owned businesses to participate in and bid on contracts and subcontracts.
- (6) Providing records and reports and cooperating in any authorized surveys as required by the Tennessee Regulatory Authority.
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and use of such businesses.
- (8) Providing information to persons within Everycall and encouraging them to use small and minority-owned businesses when feasible.

In performance of these duties, the Administrator may utilize a number of resources, including:

Chambers of Commerce

The Tennessee Department of Economic and Community Development

The United States Department of Commerce

Small Business Administration

Office of Minority Business

The National Minority Supplier Development Counsel

The National Association of Women Business Owners

The National Association of Minority Contractors

Historically Black Colleges, Universities, and Minority Institutions

The efforts to promote and ensure equal opportunities for small and minority-owned businesses

are primarily spelled out in the Administrator's duties above.

IV. RECORDS AND COMPLIANCE REPORTS

Everycall will maintain records of qualified small and minority-owned businesses and will make

efforts to use the goods and services of such businesses where appropriate and feasible.

Everycall will submit records and reports required by the Tennessee Regulatory Authority

concerning the Plan. Moreover, Everycall will cooperate fully with any surveys and studies required by

the Tennessee Regulatory Authority.

Everycall Communications, Inc.

By: Kyle Coats, President

Dated: Sept 26 _____, 2007

4

Exhibit I

Toll Dialing Parity Plan

EVERYCALL COMMUNICATIONS, INC. INTRALATA TOLL DIALING PARITY PLAN FOR TRADITIONAL TELECOMMUNICATIONS SERVICES

INTRODUCTION

Everycall Communications, Inc. ("Everycall") will initiate the process that will give end-user customers the opportunity to designate a carrier for their intraLATA toll call traffic in those market areas where the Company is a local exchange service provider. IntraLATA toll calls will automatically be directed to the designated carrier without the customer having to dial an access code. The proposed implementation date for this Plan is March 15, 2008.

IntraLATA Toll Dialing Parity will be provided in all Tennessee exchanges in which the company provides traditional local exchange services.

POLICIES

Everycall will deploy two-PIC (Primary Interexchange Carrier) technology in its switches (or switch partitions). This technology will enable the customer to presubscribe to the same or a different carrier for their intraLATA and/or interLATA service.

Everycall will offer customers the ability to access all participating carriers by dialing the appropriate access code (10XXX/101XXXX).

All eligible end user telephone line numbers will be presubscribed and must have a PIC associated with them.

CARRIER INFORMATION

Interexchange carriers will have the option of offering intraLATA service only or intraLATA and interLATA service.

Interexchange carriers will have the option of participating in all market areas or in a specific market area.

Interexchange carriers will be required to return a completed Non-Disclosure Agreement and Participation Agreement(s).

The Company will not participate in billing disputes for intraLATA service between alternative competing interexchange carries and their customers.

Everycall representatives will not initiate or accept three-way calls from alternative interexchange carriers to discuss presubscription.

Carriers wishing to participate will be requested to submit Access Service Requests/Translation Questionnaires to the Access Tandem owner and to the Company.

CALL ELIGIBILITY/TOLL DIALING PLAN

A local service customer of Everycall will have calls routed according to the following plan:

If an Everycall Customer Dials: The Call is Handled By/Routed To:

PSAP on originating line number 911 411/555-1212 **Directory Assistance Operator** Operator IntraLATA Toll Provider 0+ intraexchange number IntraLATA Toll Provider 1 + 7 or 10 digits 0 + 7 or 10 digits interexchange number InterLATA Toll Provider 10XXX or 101XXXXX + 0XXX/XXXX Carrier 10XXX or 101XXXXX + 0 + 7 or 10 digits XXX/XXXX Carrier 10XXX or 101XXXXX + 7 or 10 digits XXX/XXXX Carrier

If an Everycall customer originates a call to a carrier Operator by dialing 00-, the call will be routed to the PIC on that customer's line. If the customer originates a call to a carrier Operator by dialing an access code (e.g., 10XXX/101XXXX+0-), the call will be routed to the XXX/XXXX carrier. In both cases, the carrier's switch is responsible for routing the call to the carrier's Operator or to an announcement.

NETWORK INFORMATION

All originating intraLATA traffic will initially be routed via the incumbent Local Exchange Carrier (LEC) Access Tandem(s). Following conversion, direct trunks between the Everycall switch and (or partition) and the interexchange carrier location(s) may be provisioned where traffic volumes warrant.

Interexchange carriers must have Feature Group D trunks in place (or ordered) between their point of presence and the incumbent LEC Access Tandem(s).

Everycall will route all originating intraLATA traffic to the designated carrier and will only block traffic at the request of the end user customer and/or in compliance with regulatory requirements. Requests from carrier to block traffic or to remove customer from their network will not be honored. Calls that cannot be completed to a carrier will be routed to an announcement.

CUSTOMER CONTACT INFORMATION

Everycall customer contact representatives will process customer initiated PIC selections to the Company or to an alternative intraLATA carrier. Carriers will have the option of allowing the Everycall representative to process PIC requests on their behalf.

Everycall will not ballot or allocate their customer base. At the time of conversion, all customers will be "PIC'd" to Everycall or its designee unless another carrier is chosen by the particular customer.

Everycall customer contact representatives will not comment on a customer's choice of its intraLATA PIC when the customer contacts Everycall to change the PIC. Everycall customer contact representatives will respond to customer inquiries about intraLATA carriers in a competitively neutral fashion. If a customer requests information relating to carriers other than Everycall, a list of participating carriers will be read to that customer in random order by Everycall representatives.

If the intraLATA toll carrier selected by the customer permits Everycall to process orders on its behalf, Everycall will accept the PIC change request. If the customer selects an intraLATA toll carrier that does not allow Everycall to process PIC changes on its behalf, Everycall will provide the customer with the carrier's toll-free number (if provided by the carrier).

Everycall representatives will not discuss alternative carrier rates or services and will not provide customers with Carrier Identification Codes or access code dialing instructions.

PRESUBSCRIPTION INFORMATION

A \$5.00 change charge will be incurred and billed to an Everycall customer for each eligible line where a PIC change is made. Everycall will offer its customers a 12-month grace period following Plan implementation during which the customers may change intraLATA carriers without a PIC change charge. Customers can make one PIC change during these 12 months at no charge. After the 12-month period, Everycall will assess the \$5.00 PIC change charge. Everycall offers interexchange carriers the option of having the PIC charge billed to the carrier or to the customer.

New line customers, including customers adding lines, will have the opportunity to select a participating carrier, or they will be assigned a NO PIC designation. If a customer cannot decide upon an intraLATA carrier at the time of order, Everycall will offer the customer a 12-month grace period following placement of the customer's service order for the customer to select an intraLATA carrier without charge. Such a customer will be assigned a NO PIC designation in the interim. After this 12-month period, Everycall will assess the \$5.00 PIC change charge as described above. Customers assigned a NO PIC designation as set forth in this paragraph will be required to dial an access code to reach an intraLATA carrier's network.

If a customer denies requesting a change in intraLATA toll providers as submitted by an intraLATA carrier, and the intraLATA carrier is unable to produce a Letter of Agency signed by the customer, the intraLATA carrier will be assessed a \$30.00 charge for the unauthorized PIC change and the PIC will be changed as per the customer's request, in addition to any other penalties authorized by law.

Alternative interexchange carriers may submit PIC changes to Everycall via a fax/paper interface.

Everycall will process intraLATA PIC selections in the same manner and under the same intervals of time as interLATA PIC changes.

Carriers will be required to submit PIC changes using the Customer Account Record Exchange (CARE) format via paper medium. Everycall will provide carriers with PIC order confirmation and reject information using the CARE format. Specific details regarding CARE will be provided to participating carriers.

For customer who change their local service provider from the incumbent LEC to Everycall and retain their incumbent LEC telephone number(s), Everycall, as part of the CARE PIC process, will provide the selected intraLATA carrier with both the retained (incumbent LEC) telephone number and the Everycall telephone number.

The Company will comply with all Rules of the FCC and the Tennessee Regulatory Authority.

Dated: December 17, 2007

Exhibit J

Service List and Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that I have this day served Notice of Availability of the foregoing

Application on behalf of Everycall Communications, Inc., via United States mail, first class
postage prepaid and properly addressed to the following facilities-based ILECs:

Ardmore Telephone Company, Inc.

P.O. Box 549

Ardmore, TN 38449

Bellsouth

333 Commerce Street Nashville, TN 37201-3300

Century Telephone of Adamsville

P.O. Box 405

Adamsville, TN 38310

Century Telephone of Claiborne

P.O. Box 100

New Tazewell, TN 37825

Century Telephone of Ooltewah-Collegedale, Inc.

P.O. Box 782

Ooltewah, TN 37363

Citizens Communications Company of Tennessee

P.O. Box 770

Bluefield, WV 24701

Citizens Communications Company of the

Volunteer State P.O. Box 770

Bluefield, WV 24701

Loretto Telephone Company, Inc.

P.O. Box 130

Loretto, TN 38469

Millington Telephone Company, Inc.

P.O. Box 429

Millington, TN 38083-0429

Sprint-United

112 Sixth Street

Bristol, TN 37620

TDS Telecom-Concord Telephone Exchange, Inc.

P.O. Box 22995

Knoxville, Tennessee 37933

TDS Telecom-Humphreys County Telephone Co.

P.O. Box 22995 Knoxville, TN 37933

TDS Telecom-Tellico Telephone Company, Inc.

P.O. Box 22995

Knoxville, TN 37933

TDS Telecom-Tennessee Telephone Company

P.O. Box 22995 Knoxville, TN 37933

TEC-Crockett Telephone Company, Inc.

P.O. Box 7

Friendship, TN 38034

TEC-People's Telephone Company, Inc.

P.O. Box 310

Erin, TN 37061

TEC-West Tennessee Telephone Company, Inc.

P.O. Box 10

Bradford, TN 38316

United Telephone Company

P.O. Box 38

Chapel Hill, TN 37034

This day of Jenuary, 2008.

Benjamin Bronston

Nowalsky, Bronston & Gothard, APLLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY

IN THE MATTER OF THE APPLICATION OF)	
EVERYCALL COMMUNICATIONS, INC.)	
D/B/A LOCAL USA D/B/A ALL AMERICAN) Docket No	
HOME PHONE FOR A CERTIFICATE TO)	
PROVIDE COMPETING LOCAL)	
TELECOMMUNICATIONS SERVICES)	

NOTICE OF FILING

TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)

PLEASE TAKE NOTICE, that in accordance with the Tennessee Regulatory Authority Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on January 3, 2008, Everycall Communications, Inc. d/b/a All American Home Phone d/b/a Local USA filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Telecommunications Services.

This 3rd day of Juney, 2008.

Everycall Communications, Inc.

Benjamin W. Bronston, Esq.

Counsel for Applicant

Exhibit K

Numbering Issues

- What is the Company's expected demand for NXXs per NPA within a year of approval of the application?
 Not applicable. EveryCall is a UNE CLEC.
- 2. How many NXXs does the Company estimate will be requested from NANPA when it esblishes its service footprint?

 Not applicable. EveryCall is a UNE CLEC.
- 3. When and in what NPA does the Company expect to establish its service footprint?

 The Company intends to offer its services throughout BellSouth service area of Tennessee within 4 months of its certification.
- 4. Will the Company sequentially assign telephone numbers within NXXs? Yes.
- What measures does the Company intend to take to conserve Tennessee numbering resources?
 EveryCall converts existing accounts to our UNE service, therefore we do not generate new numbers.
- 6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the Company use to determine when a request for a new NXX will be initiated? Not applicable. EveryCall is a UNE-CLEC.

Exhibit L

TENNESSEE SPECIFIC OPERATIONAL ISSUES

1. How does the Company intend to comply with TCA §65-21-114? In its description, please explain technically how the company will not bill for countywide calls within Tennessee.

The Company will not bill for local exchange calls placed between two points within the same county within Tennessee.

2. Is the Company aware of the Tennessee County Wide Calling database maintained by BellSouth and the procedures to enter your telephone numbers on the database?

Yes, the Company is aware of the Tennessee County Wide Calling database for local exchange telecommunications maintained by BellSouth, will follow proper procedure for entering telephone numbers on the database.

3. Is the Company aware of the local calling areas provided by the Incumbent Local Exchange Carriers in its proposed service areas?

Yes, the Company is aware of the local calling areas provided by the ILECs in the proposed service areas.

4. Explain the procedure that will be implemented to assure that customers will not be billed for charges for calls within the metro calling areas.

The Company has billing software which can identify and distinguish local from long distance calls.

5. Please provide the name and telephone number of an employee of the Company that will be responsible to work with the TRA on resolving customer complaints.

Kyle Coats, President 4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70816 Ph. (225) 293-3332 Fx. (225) 293-3335

6. Does the Company intend to telemarket its service in Tennessee? If yes, is the Company aware of the telemarketing statues and regulations found in TCA §65-4-401 *et seq*. and Chapter 1220-4-11?

The Applicant does not intend to telemarket in Tennessee.

Exhibit M

Sworn Pre-Filed Testimony

BEFORE THE TENNESSEE REGULATORY AUTHORTY

EVERYCALL COMMUNICATIONS, INC.)	
D/B/A ALL AMERICAN HOME PHONE)	
D/B/A LOCAL USA)	
APPLICATION FOR A CERTIFICATE OF AUTHORITY)	
TO OPERATE AS A FACILITIES-BASED PROVIDER)	DOCKET NO.
OF LOCAL EXCHANGE TELECOMMUNICATIONS)	
SERVICES IN THE STATE OF TENNESEE	

PREFILED TESTIMONY JOHN BRYDELS, JR. ON BEHALF OF EVERYCALL COMMUNICATIONS, INC.

- Q: PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.
- A: John Brydels, Jr., 4315 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70809.
- Q: BY WHOM ARE YOU EMPLOYED AND IN WHAT CAPACITY?
- A: I am Chief Financial Officer of Everycall Communications, Inc.,d/b/a All American Home Phone, d/b/a Local USA
- Q: IS THE ADDRESS OF THE COMPANY THE SAME AS THAT WHICH YOU HAVE JUST SUPPLIED?
- A: Yes.
- Q: PLEASE DESCRIBE YOUR DUTIES FOR THE COMPANY.
- A: I am in charge of handling all financial matters for Everycall as well as day to day operations of the company.
- Q: COULD YOU PROVIDE A BRIEF BACKGROUND OF YOUR EDUCATION AND EXPERIENCE?
- A: Yes. I am the Chief Financial Officer of Everycall Communications, Inc. and I responsible for overseeing the day to day business of Everycall in every aspect. I have a B.S. in Finance from Louisiana State University, and a M.S. in Accounting from Louisiana State University. I also have an MBA from Yale University in New Haven, Connecticut. I am also the majority shareholder of Everycall. I have over twenty years

- experience in the telecommunications industry, as President of TLX Communications, Inc. from 1984-2000 and President and CEO of Louisiana Online, Inc. and owner of Everycall Communications, Inc. as well as an owner of Brydels Communications, LLC.
- Q: ARE YOU FAMILIAR WITH THE APPLICATION OF YOUR COMPANY SUBMITTED TO THIS COMMISSION AND ALL EXHIBITS ATTACHED THERETO?
- A: Yes.
- Q: DO YOU RATIFY AND CONFIRM THE STATEMENTS AND REPRESENTATIONS MADE IN THAT APPLICATION AND ALL EXHIBITS ATTACHED THERETO?
- A: Yes.
- Q: PLEASE DESCRIBE THE CURRENT CORPORATE STRUCTURE OF EVERYCALL COMMUNCATIONS, INC.
- A. The Company is a Louisiana corporation organized on November 20, 1997. Everycall has no parent or subsidiaries. The owners of Everycall also have an ownership interest in Brydels Communication, LLC.
- Q. DOES EVERYCALL POSESS THE REQUISITE MANAGERIAL, FINANCIAL, AND TECHNICAL ABILITIES TO PROVIDE THE SERVICES FOR WHICH IT HAS APPLIED FOR AUTHORITY?
- A. Yes.
- Q. PLEASE DESCRIBE EVERYCALL'S FINANCIAL QUALIFICATIONS.
- A. The Company has adequate financial resources to fund continuous operations as is evidenced by its financial documents submitted to the Commission.
- Q. PLEASE DESCRIBE EVERYCALL'S MANAGERIAL AND TECHNICAL OUALIFICATIONS.
- A. As evidenced by the Management Profiles attached to its Application, the Company has extensive managerial and technical expertise.
- Q. WHAT SERVICES DOES THE COMPANY PROVIDE?
- A: The Company currently provides facilities-based interexchange long distance, local exchange and prepaid local services in about ten states. Everycall intends to provide

- local exchange services as a reseller and facilities-based provider to the extent that it will offer certain unbundled network elements from the ILEC.
- Q. WILL EVERYCALL OFFER SERVICE TO ALL CONSUMERS WITHIN ITS SERVICE AREA?
- A. Yes. Services will be offered to all business and residential consumers within Everycall's service territory.
- Q. DOES EVERYCALL PLAN TO OFFER LOCAL EXCHANGE TELECOMMUNICATIONS SERVICES IN AREAS SERVED BY ANY INCUMBENT LOCAL EXCHANGE TELEPHONE COMPANY WITH FEWER THAN 100,000 TOTAL ACCESS LINES?
- A. No. Everycall will offer local exchange services within the BellSouth service areas.
- Q. WILL THE GRANTING OF A CERTIFICATE OF NECESSITY TO EVERYCALL SERVE THE PUBLIC INTEREST?
- A. Yes. By allowing Everycall to provide the long distance and prepaid local exchange services requested, competition within the telecommunications industry will be enhanced which as been shown to result in the offering of higher quality services at lower prices on an industry-wide basis. Everycall intends to provide services at competitive rates to both residential and business customers.
- Q. DOES EVERYCALL INTEND TO COMPLY WITH ALL TRA RULES, STATUES, AND ORDERS PERTAINING TO THE PROVISION OF TELECOMMUNICATIONS SERVICES IN TENNESSEE, INCLUDING THOSE FOR DISCONNECTION AND RECONNECTION OF SERVICE?
- A. Yes.
- Q. HAS ANY STATE EVERY DENIED EVERYCALL OR ONE OF ITS AFFILIATES AUTHORIZATION TO PROVIDE INTRASTATE SERVICE?
- A. No.
- Q. HAS ANY STATE EVER REVOKED THE CERTIFICATION OF EVERYCALL OR ONE OF ITS AFFLIATES?
- A. No.

Q. HAS EVERYCALL OR ONE OF ITS AFFILIATES EVER BEEN INVESTIGATED OR SANCTIONED BY ANY REGULATORY AUTHORITY FOR SERVICE OR BILLING IRREGULARITIES?

A. No.

Q. WHO IS KNOWLEDGABLE ABOUT EVERYCALL'S OPERATIONS AND WILL SERVE AS EVERYCALL'S REGULATORY AND CUSTOMER SERVICE CONTACT?

A. Kyle Coats, President. Should this information change in the future, I will update the TRA with the new information.

Q. PLEASE EXPLAIN IN DETAIL EVERYCALL'S PROPOSED PROCEDURES FOR RESPONDING TO INFORMATION REQUESTS FROM THE TRA AND ITS STAFF.

A. With respect to the Company's application before the TRA, the TRA can forward information requests to Nowalsky, Bronston & Gothard. For ongoing requests for information, the TRA can contact Kyle Coats directly as regulatory contact for the Company.

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes.

I swear that the foregoing testimony is true and correct to the best of my knowledge.

John Brydels, Jr., CFO

Everycall Communications, Inc.

Sworn to and subscribed before me this

14h day of Dec., 2007.

NOTARY PUBLIC

LEON L. NOWALSKY
Notary Public, State of Louisiana
My Commission is issued for file.
Notary Number: 4339

T.R.A. Tariff No. 1 Original Sheet 1

TITLE SHEET

EVERYCALL COMMUNICATIONS, INC.

TARIFF NO. 1

This tariff applies to the provision of Competitive Interexchange Services furnished by Everycall Communications, Inc., with principal offices at 4315 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70809. This tariff is on file with the Tennessee Regulatory Authority ("TRA") and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: EFFECTIVE:

Kyle Coats, President **ISSUED BY:**

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

T.R.A. Tariff No. 1 Original Sheet 2

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 sheet.

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

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

Everycall Communications, Inc.

d/b/a Local USA

d/b/a All American Home Phone

T.R.A. Tariff No. 1 Original Sheet 3

TABLE OF CONTENTS

Title Sheet	01
Check Sheet	02
Table of Contents	03
Symbols	04
Tariff Format	05
Section 1: Definitions and Abbreviations	06
Section 2: Rules and Regulations	09
Section 3: Description of Service	19
Section 4: Rates and Charges	23

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SYMBOLS

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

- C To signify changed regulation.
- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another tariff location.
- N New.
- T Change in text or regulation but no change in rate or charge

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. <u>Sheet Revision Numbers</u> 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. <u>Paragraph Numbering Sequence</u> There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a)

D. <u>Check Sheets</u> - 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.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 <u>Definitions</u>:

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

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

<u>Cancellation of Order</u> - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

<u>Carrier</u> - Everycall Communications, Inc. unless specifically stated otherwise.

Company - Everycall Communications, Inc., also referred to as "Carrier."

<u>Completed Calls</u> - Completed calls are calls answered on the distance end.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

<u>Delinquent Account</u> - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

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

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

<u>Holidays</u> - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

1.1 <u>Definitions</u>: (contd.)

<u>Interexchange Utility</u> - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

<u>Measured Use Service</u> - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

<u>Premises</u> - 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.

Rates - Recurring amounts billed to customers for regulated services and equipment.

<u>Suspension</u> - Temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by Carrier.

<u>Terminal Equipment</u> - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

Everycall Communications, Inc.

d/b/a Local USA

d/b/a All American Home Phone

T.R.A. Tariff No. 1 Original Sheet 8

1.2 <u>Abbreviations</u>:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

<u>V&H</u> - Vertical and Horizontal

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 2 - RULES AND REGULATIONS

2.1 <u>Carrier Undertaking</u>

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis unless otherwise stated in a service agreement and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 <u>Limitations on Service</u>

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 <u>Limitation of Liability</u>

- 2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.
- 2.4.2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.
- 2.4.3 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Carrier.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

d/b/a All American Home Phone

2.4 <u>Limitation of Liability</u> (continued)

- 2.4.4 Carrier shall be indemnified and held harmless by the customer against:
 - A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
 - B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 <u>Interruption of Service</u>

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

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

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

d/b/a All American Home Phone

2.7 <u>Customer Responsibility</u>

- 2.7.1 All customers assume general responsibilities in connection with the provision and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
 - A. Placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
 - C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
 - D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

d/b/a All American Home Phone

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits and Advance Payments

A. <u>Deposits</u>

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to beheld as a guarantee for the payment of charges. Such a deposit shall not exceed an amount equal to twice the estimated average monthly usage charges and/or the monthly recurring charges. Interest on deposits shall be paid in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance shall be returned to the customer.

B. Advance Payments

The Company reserves the right to collect an advance payment from customers whose ability to pay for services is unknown. The advance payment will not exceed one (1) month's estimated charges which will be applied against the following month's actual charges and, if necessary, a new advance payment will be collected for the following month.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc. d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.7 <u>Customer Responsibility</u>

(continued)

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.7 <u>Customer Responsibility</u> (continued)

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order or change in service;
 - Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service due to the failure of service resulting from customer provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins or before a completion of the minimum period agreed upon by the customer, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred by Carrier. If, based on such an order, any construction has either begun or been completed, but no services provided, the non-recoverable cost of construction shall be borne by the customer.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

d/b/a All American Home Phone

2.7.6 Payment and Charges for Services

- A. Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis.
- B. Payment is due within 15 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- C. Service may be disconnected upon five (5) days written notice for nonpayment of an invoice by its due date.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- F. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- G. Customers will be charged a late payment penalty in the amount of 1.5% of unpaid principal amount or the highest rate allowed by state law.
- H. Customers will be charged a fee for all dishonored checks issued to Carrier.

2.7.7 Application of Charges

The charge for service are those charges in effect for the period that service is furnished.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.8 <u>Carrier Responsibility</u>

2.8.1 <u>Calculation of Credit Allowance</u>

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.8.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.8.3 <u>Disconnection of Service by Carrier</u>

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

ISSUED: EFFECTIVE:

ISSUED BY:

Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.8 Responsibility of Carrier

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was furnished or discontinued. The number of days in the billing period are divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 <u>Customer Complaint Procedure</u>

The Company's Customer Service Representatives are available by calling toll free: 1-800-336-4588. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

Unresolved disputes may be directed to the attention of the Tennessee Regulatory Authority as follows:

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 <u>Timing of Calls</u>

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day of the or any portion thereof that service is provided by Carrier after notice of cancellation by Customer.

3.3 <u>Interconnection</u>

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all necessary licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

3.4 <u>Terminal Equipment</u>

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

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

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

3.7 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

3.8 <u>Service Offerings</u>

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 <u>Inbound 8XX Service</u>

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

Everycall Communications, Inc.

d/b/a Local USA

d/b/a All American Home Phone

T.R.A. Tariff No. 1 Original Sheet 23

3.8.3 <u>Travel Card Service</u>

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free access number and personal identification number issued by the Company.

3.8.4 <u>Directory Assistance</u>

Listed telephone numbers are provided to customers upon request at a per call charge.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 4 - RATES AND CHARGES

4.1. <u>Usage Charges and Billing Increments</u>

4.1.1 <u>Usage Charges</u>

Usage is generally flat rated. However, if usage charges are determined by the time of day rate periods, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in the increments stated in the product description.

4.1.3 Rounding

All partial usage will be rounded up to the next highest billing increment. Partial cents will be rounded up to the next highest whole cent.

4.1.4 <u>Taxes</u>

All rates stated are exclusive of any applicable taxes.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

4.6 <u>Late Payment Penalty</u>

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.7 Returned Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged \$15.00 per check.

4.8 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.9 <u>Pay Telephone (Payphone) Surcharge</u>

A \$0.50 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

T.R.A. Tariff No. 1 Original Sheet 1

TITLE SHEET

EVERYCALL COMMUNICATIONS, INC.

TARIFF NO. 1

This tariff applies to the provision of Competitive Interexchange Services furnished by Everycall Communications, Inc., with principal offices at 4315 Bluebonnet Blvd., Suite A, Baton Rouge, LA 70809. This tariff is on file with the Tennessee Regulatory Authority ("TRA") and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

T.R.A. Tariff No. 1 Original Sheet 2

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 sheet.

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

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

Everycall Communications, Inc.

d/b/a Local USA

d/b/a All American Home Phone

T.R.A. Tariff No. 1 Original Sheet 3

TABLE OF CONTENTS

Title Sheet	
Check Sheet	
Table of Contents	
Symbols	
Tariff Format	
Section 1: Definitions and Abbreviations	06
Section 2: Rules and Regulations	09
Section 3: Description of Service	19
Section 4: Rates and Charges	23

ISSUED:

EFFECTIVE:

ISSUED BY:

Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

d/b/a All American Home Phone

SYMBOLS

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

- C To signify changed regulation.
- D Delete or discontinue.
- I Change resulting in an increase to a customer's bill.
- M Moved from another tariff location.
- N New.
- T Change in text or regulation but no change in rate or charge

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

TARIFF FORMAT

- A. <u>Sheet Numbering</u> Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. <u>Sheet Revision Numbers</u> 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. <u>Paragraph Numbering Sequence</u> There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.

2. 2.1. 2.1.1. 2.1.1.A. 2.1.1.A.1. 2.1.1.A.1.(a)

D. <u>Check Sheets</u> - 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.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 1 - DEFINITIONS AND ABBREVIATIONS

1.1 Definitions:

<u>Application for Service</u> - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

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

<u>Cancellation of Order</u> - A customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to its completion.

<u>Carrier</u> - Everycall Communications, Inc. unless specifically stated otherwise.

Company - Everycall Communications, Inc., also referred to as "Carrier."

Completed Calls - Completed calls are calls answered on the distance end.

<u>Customer</u> - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

Customer Provided Equipment - Terminal equipment provided by a customer.

Day Rate Period - 8:00 a.m. to 4:59 p.m., Monday through Friday.

<u>Delinquent Account</u> - An account for which a bill or payment agreement for regulated services or equipment has not been paid in full on or before the last day for timely payment.

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

Evening Rate Period - 5:00 p.m. to 10:59 p.m., Sunday through Friday.

<u>Holidays</u> - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

1.1 <u>Definitions</u>: (contd.)

<u>Interexchange Utility</u> - A utility, resale carrier or other entity that provides intrastate telecommunications services and facilities between exchanges within the state, without regard to how such traffic is carried. A local exchange utility that provides exchange service may also be considered an interexchange utility.

<u>Measured Use Service</u> - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line).

Message - A completed telephone call by a customer or user.

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m., every day; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

<u>Premises</u> - 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.

Rates - Recurring amounts billed to customers for regulated services and equipment.

<u>Suspension</u> - Temporary disconnection or impairment of service which disables either outgoing or incoming toll communications services provided by Carrier.

<u>Terminal Equipment</u> - All telephone instruments, including pay telephone equipment, the common equipment of large and small key and PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

Everycall Communications, Inc.

d/b/a Local USA

d/b/a All American Home Phone

T.R.A. Tariff No. 1 Original Sheet 8

1.2 <u>Abbreviations</u>:

LATA - Local Access Transport Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

PBX - Private Branch Exchange

SAL - Special Access Line

<u>V&H</u> - Vertical and Horizontal

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 2 - RULES AND REGULATIONS

2.1 <u>Carrier Undertaking</u>

Carrier provides long distance interexchange telephone service to customers for their direct transmission of voice, data, and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis unless otherwise stated in a service agreement and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.
- 2.2.3 Title to any equipment provided by Carrier under these regulations remains with Carrier. Prior written permission from the company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 <u>Limitation of Liability</u>

- 2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or lost profits arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions and not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which mistakes, accidents, errors, omissions, interruptions, delays or defects in transmission occurred.
- 2.4.2 Carrier makes no warranty, whether express, implied or statutory, as to the description, quality, merchantability, completeness or fitness for any purpose of the service or local access, or as to any other matter, all of which warranties by Carrier are hereby excluded and disclaimed.
- 2.4.3 Carrier, at its own expense, will indemnify the customer and hold it harmless in respect to any and all loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the immediately preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and to not interfere with the services provided by Carrier.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.4 <u>Limitation of Liability</u> (continued)

- 2.4.4 Carrier shall be indemnified and held harmless by the customer against:
 - A. Claims for libel, slander, infringement of copyright or patent infringement, unauthorized use of any trademark, trade name or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
 - B. All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.5 <u>Interruption of Service</u>

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal.

2.6 Restoration of Service

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

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809

2.7 <u>Customer Responsibility</u>

- 2.7.1 All customers assume general responsibilities in connection with the provision and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:
 - A. Placing orders for service, paying all charges for service rendered by Carrier and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
 - B. When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
 - C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user.
 - 2. Improper use of service.
 - 3. Any use of equipment or service provided by others.
 - D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc. d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.7.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, the equipment provided by Carrier shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits and Advance Payments

A. <u>Deposits</u>

The Company may require a customer who has a proven history of late payment or whose financial responsibility is not a matter of record to make a deposit to beheld as a guarantee for the payment of charges. Such a deposit shall not exceed an amount equal to twice the estimated average monthly usage charges and/or the monthly recurring charges. Interest on deposits shall be paid in accordance with the rules of the Commission.

Deposits shall be returned to the customer when service is terminated or when satisfactory credit has been established. Satisfactory credit may be established through prompt payment of all bills for a period of one year.

Upon termination of service, deposits with accrued interest shall be credited to the final bill and the balance shall be returned to the customer.

B. Advance Payments

The Company reserves the right to collect an advance payment from customers whose ability to pay for services is unknown. The advance payment will not exceed one (1) month's estimated charges which will be applied against the following month's actual charges and, if necessary, a new advance payment will be collected for the following month.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.7 <u>Customer Responsibility</u>

(continued)

2.7.4 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.7 <u>Customer Responsibility</u> (continued)

- C. Only those portions of the service or equipment operation disabled will be credited.

 No credit allowances will be made for:
 - 1. Interruptions of service resulting from Carrier performing routine maintenance;
 - 2. Interruptions of service for implementation of a customer order or change in service;
 - 3. Interruption caused by the negligence of the customer or his authorized user;
 - 4. Interruptions of service due to the failure of service resulting from customer provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins or before a completion of the minimum period agreed upon by the customer, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred by Carrier. If, based on such an order, any construction has either begun or been completed, but no services provided, the non-recoverable cost of construction shall be borne by the customer.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.7.6 Payment and Charges for Services

- A. Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis.
- B. Payment is due within 15 days after the bill is rendered by the Company. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- C. Service may be disconnected upon five (5) days written notice for nonpayment of an invoice by its due date.
- D. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- E. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month will be billed monthly in arrears.
- F. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- G. Customers will be charged a late payment penalty in the amount of 1.5% of unpaid principal amount or the highest rate allowed by state law.
- H. Customers will be charged a fee for all dishonored checks issued to Carrier.

2.7.7 Application of Charges

The charge for service are those charges in effect for the period that service is furnished.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

2.8 <u>Carrier Responsibility</u>

2.8.1 <u>Calculation of Credit Allowance</u>

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.8.2 <u>Cessation of Service</u>

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

d/b/a All American Home Phone

2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809

2.8 Responsibility of Carrier

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was furnished or discontinued. The number of days in the billing period are divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

2.8.5 <u>Customer Complaint Procedure</u>

The Company's Customer Service Representatives are available by calling toll free: 1-800-336-4588. The Company will resolve any disputes properly brought to its attention in an expeditious and reasonable manner.

Unresolved disputes may be directed to the attention of the Tennessee Regulatory Authority as follows:

In the event of a dispute concerning an invoice, the customer must pay a sum equal to the amount of the undisputed portion of the bill and notify the Company of the disputed portion.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 <u>Timing of Calls</u>

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is available for use by the customer. The end of service date is the last day of the or any portion thereof that service is provided by Carrier after notice of cancellation by Customer.

3.3 <u>Interconnection</u>

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer-provided terminal equipment or communications systems with Carrier's. The customer shall secure all necessary licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

3.4 <u>Terminal Equipment</u>

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{V}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

3.7 <u>Special Promotions</u>

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

3.8 Service Offerings

The Company provides the following services:

3.8.1 Message Toll Service (MTS)

Outgoing long distance service whereby the customer accesses the Company's underlying carrier's network on an equal access or dial-up basis.

In non-equal access areas, the customer will gain access to the Carrier's network by dialing a 101XXXX access code which will be provided by the Company.

3.8.2 Inbound 8XX Service

Inbound service is virtual banded inbound toll service which permits calls to be completed at the subscriber's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number which terminates at the customer's location. Inbound services originate via normal shared use facilities and are terminated via the customers' local exchange service access line.

Carrier will accept a prospective inbound service customer's request for up to ten (10) telephone numbers and will reserve such number(s) on a first come first serve basis. All requests for number reservations must be made in writing, dated and signed by a responsible representative of the customer. Carrier does not guarantee the availability of number(s) until assigned. The telephone number(s) so requested, if found to be available, will be reserved for and furnished to the eligible customer.

If a customer who has received a number does not subscribe to the Company's inbound service within 90 days, the company reserves the right to make the assigned number available for use by another customer.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

T.R.A. Tariff No. 1 Original Sheet 23

d/b/a Local USA d/b/a All American Home Phone

3.8.3 <u>Travel Card Service</u>

Allows subscribers who are away from home or office to place calls by gaining access to the Carrier's network via a toll free access number and personal identification number issued by the Company.

3.8.4 <u>Directory Assistance</u>

Listed telephone numbers are provided to customers upon request at a per call charge.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

SECTION 4 - RATES AND CHARGES

4.1. <u>Usage Charges and Billing Increments</u>

4.1.1 <u>Usage Charges</u>

Usage is generally flat rated. However, if usage charges are determined by the time of day rate periods, the rate period is determined by the time and day of call origination at the customer's location.

4.1.2 Billing Increments

Usage is billed in the increments stated in the product description.

4.1.3 Rounding

All partial usage will be rounded up to the next highest billing increment. Partial cents will be rounded up to the next highest whole cent.

4.1.4 <u>Taxes</u>

All rates stated are exclusive of any applicable taxes.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

Everycall Communications, Inc.

d/b/a Local USA

d/b/a All American Home Phone

T.R.A. Tariff No. 1 Original Sheet 25

4.2 <u>Outbound 1+ Service</u>

\$0.07 per minute.

Billed in six (6) second increments.

4.3 <u>Inbound 8XX Service</u>

\$0.07 per minute.

Billed in one (1) minute increments.

4.4 <u>Directory Assistance</u>

\$1.25 per call.

4.5 <u>Travel Card Service</u>

\$0.25 per minute.

Billed in one (1) minute increments.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

4.6 <u>Late Payment Penalty</u>

Customers will be charged 1.5% of any amounts owed to the Company beyond the due date as set forth within this tariff.

4.7 Returned Check Charge

Any person submitting a check to the Carrier as payment for services, which is subsequently returned by the issuing institution, shall be charged \$15.00 per check.

4.8 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion.

4.9 Pay Telephone (Payphone) Surcharge

A \$0.50 surcharge shall be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

Everycall Communications, Inc.

d/b/a Local USA, d/b/a All American Home Phone

4315 Bluebonnet Blvd., Suite A

Baton Rouge, LA 70809

LOCAL EXCHANGE SERVICE

EVERYCALL COMMUNICATIONS, INC.

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO LOCAL EXCHANGE SERVICE
WITHIN THE STATE OF TENNESSEE

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

CHECK SHEET

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

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

CHECK SHEET (CONTINUED)

Page	Revision
41	Original
42	Original
43	Original
44	Original
45	Original
46	Original
47	Original
48	Original
49	Original
50	Original
51	Original
52	Original
53	Original
54	Original
55	Original
56	Original
57	Original
58	Original
59	Original
60	Original
61	Original
62	Original
63	Original
64	Original
65	Original
66	Original
67	Original
68	Original
69	Original
70	Original
7 1	Original
72	Original
73	Original
74	Original
75	Original
76	Original
77	Original
78	Original

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS

	<u>PAGE NO.</u>
TITLE PAGE	1
CHECK SHEET	2
TABLE OF CONTENTS	4
EXPLANATION OF SYMBOLS AND ABBREVIATIONS	7
APPLICATION OF TARIFF	8
SECTION 1	
DEFINITIONS	9
SECTION 2	
REGULATIONS	
2.1 Undertaking of the Company	14
2.1.1 Scope	14
2.1.2 Shortage of Equipment or Facilities	14
2.1.3 Terms and Conditions	15
2.1.4 Liability of the Company	16
2.1.5 Notification of Service-Affecting Activities	22
2.1.6 Provision of Equipment & Facilities	23
2.1.7 Non-routine Installation	24
2.1.8 Ownership of Facilities	24
2.2 Prohibited Uses	24
2.3 Obligations of the Customer	24
2.3.1 General	24
2.3.2 Claims	26
2.4 Customer Equipment and Channels	27
2.4.1 General	27
2.4.2 Station Equipment	27
2.4.3 Interconnection of Facilities	28
2.4.4 Inspections	28
2.5 Payment Arrangements	29
2.5.1 Payment for Service	29
2.5.2 Billing and Collection of Charges	30
2.5.3 Disputed Bills	31
2.5.4 Advance Payments	31
2.5.5 Deposits	32

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

2.5.6 Discontinuance of Service2.5.7 Interest on Customer Overpayments	34 38
TABLE OF CONTENTS (Cont.)	D. GD. VO
SECTION 2 - REGULATIONS (CONTINUED)	<u>PAGE NO.</u>
2.6 Allowances for Interruptions in Service	39
2.6.1 Credit for Interruptions	39
2.6.2 Limitations on Allowances	39
2.6.3 Use of Alternative Service Provided by the Company	40
2.7 Cancellation of Service	41
2.7.1 Cancellation of Application for Service	41
2.7.2 Cancellation of Service by the Customer	41
2.8 Transfers and Assignments	42
2.9 Notices and Communications	42
2.10 Flexible Pricing	43
2.11 Assistance Programs	43
SECTION 3	
SERVICE DESCRIPTIONS	
3.1 Local Exchange Service	46
3.1.1 Service Area	46
3.1.2 Local line	47
3.1.3 Usage Rates	47
3.2 Directory Assistance	48
3.3 Operator Assistance	49
3.3.1 Busy Line Verification and Interrupt Service	50
3.4 Directory Listings	51
3.5 Emergency Services	53
3.6 Presubscriptions-2 (PIC-2)	53
3.7 Vanity Telephone Numbers	53
3.8 Telecommunication Relay Service(TRS)	53
SECTION 4	
RATES	
4.1 Local Residential Rates	54
4.2 Local Business Rates	60

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

EveryCall Communications, Inc. d/b/a Local USA d/b/a All American Home Phone

T.R.A. Tariff No. 2 - Local Exchange

Original Page 6

LOCAL EXCHANGE SERVICE

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

TABLE OF CONTENTS (Cont.)

SECTION 4	DATES	(CONTINUED)	
SECTION 4 -	KAIES	(CONTINUED))

PAGE NO.

4.4 Directory Assistance

70

SECTION 5

INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

5.1 Individual Case Basis Arrangements

73

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF TECHNICAL TERMS USED IN THIS TARIFF

The following symbols shall be used in this tariff for the purpose indicated below:

C - To signify changed regulation

D - To signify discontinued rate or regulation.

I - To signify increased rate.

M - To signify a move in the location of text.

N - To signify new rate or regulation.

To signify a change in text but no change in rate or regulation

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

EveryCall Communications, Inc. d/b/a Local USA d/b/a All American Home Phone

T.R.A. Tariff No. 2 - Local Exchange

Original Page 9

LOCAL EXCHANGE SERVICE

APPLICATION OF TARIFF

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by EveryCalL Communications, Inc. to customers within the local exchange service area defined herein.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a 4-digit, non-verified account code.

Advance Payment: Payment of all or part of a charge required before the start of service.

<u>Authorized User</u>: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

<u>Business Service</u>: A switched network service that provides for dial Station Communications that is described as a business or commercial rate.

<u>Call Forward Busy</u>: Automatically routes incoming calls to a designated answering point when the called line is busy.

<u>Call Forward No Answer</u>: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

<u>Call Forward Variable</u>: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On Hook.

<u>Call Park</u>: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

Baton Rouge, LA 70809

LOCAL EXCHANGE SERVICE

SECTION 1- DEFINITIONS (continued)

<u>Call Pickup</u>: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where any call can be retrieved by dialing a different access code followed by the extension number.

<u>Call Waiting</u>: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

<u>Call Waiting Cancel</u>: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two digit code.

<u>Calling Number Delivery</u>: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call basis.

<u>Class of Service (COS)</u>: A description of telecommunications service furnished to a customer which denotes such characteristics as nature of use (business or residence) or type of rate (flat rate, measured rate, or message rate). Classes of service are usually sub-divided in "grades," such as individual line, two-party, or four-party.

Company: EveryCall Communications, Inc., which is the issuer of this tariff.

Commission: Tennessee Regulatory Authority

<u>Conference/Six-Way</u>: The User can sequentially call up to five people and add them together to make up a six-way call.

<u>Conference/Three-Way</u>: The User can sequentially call up to five other people and add them together to make up a six-way call.

<u>Customer</u>: The person, firm, corporation or other entity which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

<u>Direct Inward Dialing (DID)</u>: A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets

<u>Individual Case Basis</u>: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

<u>Joint User</u>: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

<u>LATA</u>: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No.32-0192 for the provision and administration of communications services.

<u>Local Calling</u>: A completed call or telephonic communication between a calling Station and any other Station within the local service area of the calling Station.

<u>Local Exchange Carrier</u>: A company which furnishes exchange telephone service.

Mbps: Megabits, or millions of Bits, per second.

<u>Message Waiting</u>: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

<u>Multiple Appearance Directory Numbers</u>: A directory number that is assigned more than once to one or more Proprietary Business Sets

<u>Multi-Frequency ("MF")</u>: An inter-machine pulse-type used for signaling between telephone switches, or between telephone switches and PBX/key systems.

Non-Recurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

Off-Hook: The term "off-hook" denotes the active condition of a telephone exchange service line.

On-Hook: The term "on-hook" denotes the idle condition of a telephone exchange service line.

<u>Presubscription-2</u>: An arrangement whereby a Customer may select and designate to the Company (PIC-2): an Interexchange Carrier it wishes to access, without an access code, for completing intraLATA toll calls. The selected interexchange Carrier is referred to as the End User's Primary Interexchange Carrier (PIC-2).

<u>Public Service Commission (PSC)</u>: The Tennessee Regulatory Authority.

<u>Recurring Charges</u>: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Residence Service: Residence Service is that service furnished to private homes or apartments, including all parts of the subscriber's domestic establishment, for domestic use and not for substantial occupation use; in the study of a clergyman located in a church, in college fraternity or sorority houses, college dormitories, convents and monasteries for domestic rather than occupational use in residential quarters.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

<u>Service Order:</u> The written request for local exchange services executed by the Customer and the Company in a format specified by the Company. The signing of a Service Order by the Customer and acceptance thereof by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 1 - DEFINITIONS (continued)

Services: The Company's telecommunications services offered on the Company's network.

<u>Shared Facilities</u>: A facility or equipment system or subsystem which can be used simultaneously by several Customers

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

Station: Telephone equipment from or to which calls are placed.

<u>Trunk</u>: A communications path connecting two switching Systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS

2.1 <u>Undertaking of the Company</u>

2.1.1 <u>Scope</u>

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Tennessee under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own customers.

2.1.2 Shortage of Equipment of Facilities

The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities of the Company as well as facilities the company may obtain from other carriers to furnish service.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.3 Terms and Conditions

- 2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than 30 days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- 2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff.
- 2.1.3.3 At the expiration of the initial term specified in each Service Order, 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 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- 2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Tennessee without regard for the State's choice of laws provisions.
- 2.1.3.5 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 right 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.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.3.6 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.7. below.
- 2.1.3.7 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.1.4 Liability of the Company

- 2.1.4.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, other defects, or representations by the Company, or use of these services or damages arising out of the failure to furnish the service whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in Section 2.6, below. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company.
- 2.1.4.2 The Company's liability for willful misconduct, if established as a result of judicial or administrative proceedings, is not limited by this tariff. The company's liability, if any, with regard to delayed installation of Company facilities or commencement of service, shall not exceed \$1,000. With respect to another claim or suit, by a Customer or by any others, for damages associated with the ordering (including the reservation of any specific number for use with service), installation (including delays thereof), provision, termination, maintenance, repair, interruption or restoration of any service or facilities offered under this tariff, and subject to the provisions of Section 2.6 the Company's liability, if any, shall be limited as provided herein.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.3 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action or request of the United States government or of any other government, including state and local governments having or claiming jurisdiction over 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 military authority; preemption of existing service in compliance with national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials, or strikes, lockouts, work stoppages, or other labor difficulties.
- 2.1.4.4 The Company shall not be liable for: (a) any act or omission of any entity furnishing the Company or the company's Customers facilities or equipment used for or with the services the Company offers; or b) for the act or omissions of other common carriers or warehousemen.
- 2.1.4.5 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customerprovided equipment or facilities.
- 2.1.4.6 The Customer shall indemnify and hold 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, condition, location or use of any installation provided by the Company. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.7 The Company shall not be liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by gross negligence or willful misconduct of the Company's agents or employees. No agents or employees of other participating carriers shall be deemed to be agents or employees of the Company.
- 2.1.4.8 Notwithstanding the Customer's obligations as set forth in Section 2.3.2, the Company shall be indemnified, defended, and held harmless by the Customer or by others authorized by it to use the service against any claim, loss or damage arising from Customer's use of services furnished under this tariff, including: claims for libel, slander, invasion of privacy or infringement of copyright arising from the material, data, information, or other content transmitted via the Company's service; and patent infringement claims arising from combining or connecting the service offered by the Company with apparatus and systems of the Customer or others. All other claims arising out of any act or omission of the Customer or others, in connection with any service provided by the Company pursuant to this tariff.
- 2.1.4.9 The entire liability of the Company for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid to the Company by the Customer for the specific services giving rise to the claim, and no action or proceeding against the Company shall be commenced more than one year after the service is rendered.
- 2.1.4.10 The Company makes no warranties or representations, express or implied, including warranties of merchantability or fitness for a particular use, except those expressly set forth herein.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.11 The Company shall not be liable for any act or omission of any other company or companies furnishing a portion of the service, or for damages associated with service, channels, or equipment which it does not furnish, or for damages which result from the operation of Customer-provided Systems, equipment, facilities or services which are interconnected with Company services.
- 2.1.4.12 The Company does not guarantee nor make any warranty with respect to service installations at locations at which there is present an atmosphere that is explosive, prone to fire, dangerous or otherwise unsuitable for such installations. The Customer shall indemnify and hold 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 the Customer or by any other party, 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, caused or claimed to have been caused, directly or indirectly, bathe installation, operation, failure to operate, maintenance, removal, presence, condition, locations rouse of service furnished by the Company at such locations.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

T.R.A. Tariff No. 2 - Local Exchange

Original Page 21

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

The Company shall not be liable for the Customer's failure to fulfill its obligations 2.1.4.13 to take all necessary steps including, without limitation, obtaining, installing and maintaining all necessary equipment, materials and supplies, for interconnecting the terminal equipment or communications system of the Customer, or any third party acting as its agent, to the Company's network. The Customer shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the Customer shall ensure that its equipment and/or system or that of its agent improperly interfaced with the Company's service, that the signals emitted into the Company's network are of the proper mode, band-width, power, data speed, and signal level for the intended use of the Customer and in compliance with the criteria set forth in Section 2.1.6 following, and that the signals do not damage Company equipment, injure its personnel or degrade service to other Customers. If the Customer or its agent fails to maintain and operate its equipment and/or system or that of its agent properly, with resulting imminent harm to company equipment, personnel, or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, the company may, upon written notice, terminate the Customer's service without liability

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.4.14 With respect to Emergency Number 911 Service:

- a) This service is offered solely 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 any other party or person for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any 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.
- (b) Neither is the Company responsible for any infringement or invasion of the right of privacy of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, failure to operate, maintenance, removal, presence, condition, occasion or use of emergency 911 service features and the equipment associated therewith, or by any services furnished by the Company including, but not limited to, the identification of the telephone number, address or name associated with the telephone used by the party or parties accessing emergency 911 service, and which arise out of the negligence or other wrongful act of the Company, the Customer, its Users, agencies or municipalities, or the employees or agents of a one of them.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.1.4.15 The Company's liability arising from errors or omissions in Directory Listings, other than charged listings, shall be limited to the amount of actual impairment to the Customer's service and in no event shall exceed one-half the amount of the fixed monthly charges applicable to exchange service affected during the period covered by the directory in which the error or omission occurs. In cases of charged Directory Listings, the liability of the Company shall be limited to an amount not exceeding the amount of charges for the charged listings involved during the period covered by the directory in which the error or omission occurs.
- 2.1.4.16 In conjunction with a nonpublished telephone number, as described in Section 3.4.5.3, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by number. The Company will try to prevent the disclosure of the number of such telephone, but will not be liable should such number be divulged.
- 2.1.4.17 When a Customer with a nonpublished telephone number, as defined herein, places a call to the Emergency 911 Service, the Company will release the name and address of the calling party, where such information can be determined, to the appropriate local governmental authority responsible for the Emergency 911 Service upon request of such governmental authority by subscribing to service under this tariff, Customer acknowledges and agrees with the release of information as described above.
- 2.1.4.18 In conjunction with the Busy Line Verification and Interrupt Service as described in Section 3.3.2, the Customer shall indemnify and save the Company harmless against all claims that may arise from either party to the interrupted call or any person.
- 2.1.4.19 The Company shall not be liable for any act or omission concerning the implementation of Presubscription, as defined herein.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventive maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

 $\label{lem:communications} Every Call\ Communications,\ Inc.$

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.6 Provision of Equipment and Facilities

- 2.1.6.1 The Company shall 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.
- 2.1.6.2 The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- 2.1.6.3 Equipment the Company provided or installs at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company has provided it.
- 2.1.6.4 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
 - (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 - (b) the reception of signals by Customer provided equipment; or
 - (c) network control signaling where such signaling is performed by Customerprovided network control signaling equipment.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

Baton Rouge, LA 70809

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, 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.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or the underlying carrier.

2.2 Prohibited Uses

- 2.2.1 The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

2.3 Obligations of the Customer

- 2.3.1 The Customer shall be responsible for:
 - (a) the payment of all applicable charges pursuant to this tariff;
 - (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.
 - (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

Baton Rouge, LA 70809

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.3.1 The Customer shall be responsible for: (continued)
 - (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
 - (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
 - (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1(d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
 - (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
 - (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all calms, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation use of the Company's services and facilities in a manner not contemplated by the agreement between the Customer and the Company.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.4 Customer Equipment and Channels
 - 2.4.1 In General

A Customer may transmit or receive information or signals via the facilities of the Company or its underlying carrier.

- 2. 4. 2 Station Equipment
 - 2.4.2.1 The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.P.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's fight to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
 - 2.4.2.2 The Customer is responsible for ensuring that Customer provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.4.3 Interconnection of Facilities

- 2.4.3.1 Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- 2.4.3.2 Local Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- 2.4.3.3 Facilities furnished under this tariff may be connected to customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- 2.4.4.1 Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.2 for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- 2.4.4.2 If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel, The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request 24 hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5 Payment Arrangements

The following provisions shall apply to both business and residential service. To the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules will govern.

2.5.1 Payment for Service

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within 30 days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

2.5.1.1 Taxes

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 designated) excluding taxes on the Company's net income imposed on or based upon the provision of Local Exchange Service, all of which shall be separately designated on the Company's invoices. 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.

2.5.1.1.1 Other Charges

If an entity other than the Company (e.g. another carrier or a supplier) imposes charges on the Company, in addition to its own internal costs, in connection with a service for which the Company's non recurring charge is specified, those charges will be passed on to the Customer. It shall be the responsibility of the Customer to pay any such taxes that subsequently become applicable retroactively.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.2 Billing and Collection of Charges

Bills will be rendered monthly to Customer.

- 2.5.2.1 All service, installation, monthly Recurring Charges and Non-Recurring Charges are due and payable upon receipt.
- 2.5.2.2 The Company shall present bills for Recurring Charges monthly to the Customer, in advance of the month which service is provided.
- 2.5.2.3 For new customers or existing customers whose service is disconnected, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- 2.5.2.4 Amounts not paid within 30 days after the date of invoice are considered past due. If the Company becomes concerned at any time about the ability of a Customer to pay its bills, the Company may require that the Customer pay its bills in advance in accordance with the Commission's Rules.
- 2.5.2.5 A check return charge will be assessed for checks with insufficient funds or non-existing accounts.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within 30 days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Tennnessee Public Service Commission in accordance with the Commission's rules of procedure.

2.5.3.1 The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute.

The date of the resolution is the date the Company completes its investigation and notifies the Customer of the disposition of the dispute.

2.5.4 Advance Payments

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.5 Deposits

2.5.5.1 Applicants for service or existing Customer's whose financial condition is not acceptable to the Company, or is not a matter of general knowledge, may be required at any time to provide the Company a security deposit. The deposit requested will be in cash or the equivalent of cash, and will be held as a guarantee for the payment of charges. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two month's charges for a service or facility which has a minimum payment period of one month; or

In addition, the Company shall be entitled to require such an applicant or Customer to pay all its bills within a specified period of time, and to make such payments in cash or the equivalent of cash. At the Company's option, such deposit may be refunded to the Customer's account at any time. Also, the Company reserves the right to cease accepting and processing Service Orders after it has requested a security deposit and prior to the Customer's compliance with this request.

- 2.5.5.2 A deposit may be required in addition to an advance payment.
- 2.5.5.3 When a service or facility is discontinued, the amount of a deposit, if any, will be applied to the Customer's account and any credit balance remaining will be refunded. Before the service or facility is discontinued, the Company may, at its option, return the deposit or credit it to the Customer's account.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.5.4 Deposits held for business and residential customers will accrue interest at a rate equivalent to the rate of 7% annually. Interest is credited to the customer in accordance with Commission General Rule 8.

Deposits held for residential customers will accrue simple interest at the rate specified by the Public Service Commission and will be credited or paid to the Customer while the Company holds the money. New deposits from Customers are reviewed after the first three monthly bills have been rendered; if too much has been taken, the excess is returned. The entire deposit is returned to the Customer after 1 year, unless the Customer is delinquent in payment, in which case the Company continues to hold it. When the service is discontinued, the amount of any deposit is applied against the final bill, and any balance is returned to the Customer. If the amount of a deposit is inadequate, the Customer shall be required to pay an additional deposit on receipt.

2.5.5.5 Deposits From New or Existing Residential Customers 62 Years of Age or Older.

All new residential Customers or Existing residential Customers who are 62 years of age or older shall be exempt from any deposit requirements unless such person's telephone service was terminated for nonpayment during the preceding six months.

Proof of age will be required from any person claiming exemption from deposit requirements because of age. If the proof requested by the Company is not received within 30 days from the date service is connected, or 30 days from the date the verification of age is requested from any existing Customer, the Company may terminate service unless the Customer pays the required deposit.

Any new residential Customer or existing residential Customer 62 years of age or older shall be permitted to pay a deposit in installments over a period not to exceed 12 months.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.5.6 Deposits from New or Existing Residential Customers Receiving Public Assistance.

The Company shall not require any person it knows to be a recipient of public assistance, supplementary security income, or additional state public assistance payments to post a deposit.

2.5.6 Discontinuance of Service

- 2.5.6.1 Any amounts owing for regulated services, and after 30 days from the due date, the company may, by giving five days' prior written notice to the Customer, discontinue or suspend service without incurring any liability.
- 2.5.6.2 Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days' prior notice in writing to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- 2.5.6.3 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.
- 2.5.6.4 (Reserved for future use.)
- 2.5.6.5 Upon any governmental prohibition, or required alteration of the services to be provided or any violation of any applicable law or regulation, the Company may immediately discontinue or suspend service without incurring any liability.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.5.6.6 The Company may discontinue the furnishing of any and/or all service(s) to a Customer, without incurring any liability:
 - 2.5.6.6.1 Immediately and without notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel agents, facilities or services. The Company may discontinue service pursuant to this sub-section 2.5.6.6.1 (a-f) if:
 - (a) The Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications services or its planned use of service(s); or
 - (b) The Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of common carrier communications services, or its planned use of the Company's service(s); or
 - (c) (Reserved for future use.)
 - (d) The Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (d. 1) Using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff; or
 - (d.2) Using tricks, schemes, false or invalid numbers, false credit devices, electronic devices; or
 - (d.3) Any other fraudulent means or devices; or

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- (e) Use of service in such a manner as to interfere with the service of other users; or
- (f) Use of service for unlawful purposes.
- 2.5.6.6.2 Immediately, upon five (5) day written notice to the Customer of any regulated sum thirty (30) days past due;
- 2.5.6.6.3 Upon ten (10) days written notice to the Customer, after failure of the Customer to comply with a request made by the Company for security for the payment of service in accordance with Section 2.5.5; or
- 2.5.6.6.4 Ten (10) days after sending the Customer written notice of noncompliance with any provision of this tariff if the noncompliance is not corrected within that ten (10) day period; or
- 2.5.6.6.5 Upon five (5) days written notice, excluding Sundays and holidays, for non-payment of a bill for service.
- 2.5.6.7 The suspension or discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished during the time of or up to suspension or discontinuance.
- 2.5.6.8 Upon the Company's discontinuance of service to the Customer under Section 2.5.6.1 or 2.5.6.2, all applicable charges, including termination charges, shall become due. This is in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

 $\label{thm:communications} Every Call\ Communications,\ Inc.$

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- 2.5.6.9 Termination of Residential Service shall not be made until:
 - (a) At least 10 days after written notification has been served personally on the Customer, or
 - (b) At least 13 days after written notification in a postpaid wrapper has been mailed to the billing address of the Customer, or
 - (c) At least 10 days after the Customer has either signed for or refused a registered letter containing written notification mailed to the billing address of the Customer, or
 - (d) A Deferred Payment Agreement has been offered to a Customer.
 - (e) Termination notices may not be issued until at least 25 days after the date of the bill unless exceptional circumstances exist and then only in accordance with Commission approved procedures. Bills must be mailed to Customers no later than six business days after the date of the bill. The 25 day period shall be extended one day for each day beyond the sixth business day when bills are mailed late.
 - (f) Termination shall not be made until at least 20 days after written notification has been issued.
 - (g) Termination may occur only between the hours of 8AM and 4PM Monday through Thursday, provided that such day or the following day is not a public holiday or a day on which the Company's offices are closed. In addition, service may not be disconnected on December 23 through 26 and December 30 through January 2. At least one attempt shall be made during non-working hours to contact the Customer by telephone before the date of termination.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.5.6.10 The following will apply for the termination of residential service:

- (a) For medical emergencies, an additional 30 days will be allowed for Customers before termination, provide a medical certificate is supplied. The medical emergency status may be extended beyond 30 days, upon submission of required documentation. During the pendency of the emergency, Customers will be able to defer payment of monthly charges in an amount set by the Commission until the emergency ceases or it is determined that Customers have the ability to pay the charges.
- (b) Where a Customer is identified to the Company as being blind, disabled or 62 years of age or older and all other occupants of the household are under 18 years of age, or 62 years of age or older, blind or disabled, an additional 30 days will be allowed before termination may occur. The Company shall make a diligent effort to contact by phone or in person an adult resident at the location for purpose of devising a payment plan eight days before the date of termination.

2.5.7 Interest on Customer Overpayments

A Customer who makes a payment to the Company in excess of the Correct charge for telephones service, which overpayment was caused by erroneous billing by the Company, shall be paid interest on the amount of the overpayment. The rate of interest on such amount shall be the greater of the unadjusted customer deposit rate or the applicable late payment rate. The interest shall be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit or late payment charge rates and compounded monthly until the date when the overpayment is refunded. No interest will be paid on customer overpayments that are refunded within 30 days after such overpayment is received by the Company.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.6 Allowances for Interruptions in Service

The following provision shall apply to both business and residential service to the extent that these provisions do not conflict with the Commission's Rules in which event the Commission's Rules will govern.

2.6.1 Credit for Interruptions: When the use of service or facilities furnished by the Company is interrupted due to any cause other than the negligence or willful act of the Customer, or the operation or failure of the facilities or equipment provided by the Customer, a pro rata adjustment of the monthly Recurring Charges subject to interruption will be allowed for the service and facilities rendered useless and inoperative by reason of the interruption whenever said interruption continues for a period of 24 hours or more from the time the interruption is reported to or known to exist by the Company, except as otherwise specified in the Company's tariffs. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, it is considered to be impaired, but not interrupted.

For calculating credit allowances, every month is considered to have 30 days. A credit allowance is applied on a pro rata basis against the monthly Recurring Charges specified hereunder for Local Line or Local Trunk Service and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit. Credit allowances for service outages that exceed 24 hours in duration will be rounded up to the next whole 24 hours.

2.6.2 Limitations on Allowances

No credit allowance will be made for:

- (a) interruptions due to the negligence of, or noncompliance with the provisions of this tariff by, the Customer, Authorized User, Joint-User, or other common carrier providing service connected to the service of Company;
- (b) interruptions due to the negligence of any person other than the Company including but not limited to the Customer or other common carriers connected to the Company's facilities;
- (c) interruptions due to the failure or malfunction of non-Company equipment;

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

- (d) interruptions of service during any period in which the Company is not given full and free access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- (e) interruptions of service during a period in which the Customer continues to use the service on an impaired basis;
- (f) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- (g) interruption of service due to circumstances or causes beyond the control of the Company.
- 2.6.3 Use of Alternative Service Provided by the Company: Should the Customer elect to use an alternative service provided by the Company during the period that a service is interrupted, the Customer must pay the tariffed rates and charges for the alternative service used.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATION (continued)

2.7 Cancellation of Service

- 2.7.1 Cancellation of Application for Service
 - 2.7.1.1 Unless the Company breaches its obligation, application for service are noncancellable after 48 hours, unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
 - 2.7.1.2 Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
 - 2.7.1.3 The special charges described in 2.7.1.1 and 2.7.1.2 will be calculated and applied on a case-by-case basis.

2.7.2 Cancellation of Service by the Customer

If the Company offers a special rate on service which is contingent upon subscription for a period in excess of thirty (30) days and, if a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever other than a service interruption (as defined in 2.6.1 above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in 2.5.5, all costs, fees and expenses incurred in connection with:

- all Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus
- any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- all Recurring Charges specified in the applicable tariff for the balance of the then current term.

ISSUED:

EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.8 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

An assignment or transfer of services will include the same customer services for which the customer contracted, at the same rates, for at least a limited time. The customer will be notified of the time limitation, the assignment, and the customer will be given an option to change its service provider.

2.9 Notices and Communications

- 2.9.1 The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.9.2 The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.9.3 All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.9.4 The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.10 Flexible Pricing

Changes of currently effective rates set forth in this tariff will be made in accordance with the Commission's Rules with respect to tariff changes.

Notice to Customers of rate change shall be made in accordance with Commission regulations. Where there are no regulations, notification will be made in a manner appropriate to the circumstances involved. A Customer can request that the Company disconnect service that is provided under the Flexible Pricing due to a price increase. The Customer will be credited for the difference between the new price and the old price retroactive to the effective date of the price increase if the Customer notifies the Company of its desire to disconnect service within 20 days of receiving notification of the price increase.

2.11 Assistance Programs

2.11.1 Telecommunications Relay Service (TRS)

The Tennessee Telecommunications Relay Services (TRS) is a relay telecommunications service for the deaf, hearing and/or speech disabled population of the state of Tennessee. The service permits telephone communications between individuals with hearing and/or speech disabilities who must use a text telephone and individuals with normal hearing and speech as provided in the tariff filed by AT&T Communications of Tennessee, Inc.

BellSouth serves as administrator of the funding mechanism and each telecommunications provider is assessed based upon gross revenues.

The following calls may not be placed through the Tennessee Relay Center:

- A. Calls to 700 numbers;
- B. Calls to time or weather recorded messages;
- C. Calls to other informational recordings
- D. Operator handled conference service and other teleconference calls.

2.11.2 Link-Up America

Link-Up Tennessee is offered in all exchanges to provide subsidized assistance to qualifying applicants. It is intended to preserve and promote subscribership among low-income households by providing a credit to the installation and service charges applicable to the provisioning of residence service.

ISSUED:

EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.11 Assistance Programs

2.11.2 Link-Up America-cont'd

A. Regulations

- Persons wishing to qualify for the credit must meet state certification criteria for eligibility.
 This credit is available only to residence customers, and will be applied to the non-recurring charges for the establishment of service for a single-telephone line per household at the principal place of residence.
- 2. The subscriber must not be a dependent for federal income tax purposes, unless the customer is more than 60 years of age.
- 3. The customer must meet the requirements of a state established income test.

B. Rates and Charges

A non-recurring credit in the amount of one-half (maximum of \$30.00) of the installation and connection charges will be applied to the customers total non-recurring installation and connection charge.

2.11.3 Lifeline Assistance Program

The Lifeline Assistance Program adopted by the Tennessee Regulatory Authority provides for a federal credit equal to 100 percent of the Interstate Subscriber Line Charge or its equivalent state provided subsidy. The program is available only in conjunction with residence individual line service. The federal and state credits are applied to the local service bills for qualified residential recipients of Aid to Families with Dependent Children (AFDC), Supplemental Security Income (SSI), Food Stamps, or Medicaid.

A. Application and Regulations

Guidelines for implementation of this program are as follows:

- Certification Procedures: All applications for this service will be verified with the state agency responsible for administration of the programs mentioned preceding.
- Processing Procedures: The Company will process all applications and apply the appropriate
 credit on the customer's monthly bill. A secondary service charge is not applicable for
 existing customers subscribing to Lifeline.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 2 - REGULATIONS (continued)

2.11 Assistance Programs (Cont'd)

Lifeline Assistance Program (Cont'd) 2.11.3

3. Verification Procedures: The Company will reconcile and confirm eligibility semi-annually by providing the agency involved with a computer tape (directly or through a third-party) or all credit recipients. A verification of eligible recipients will be made. The credit will be discontinued on the bill following written notification to the customer of ineligibility. The ineligible customer's service will be converted to flat rate, unless otherwise requested by the customer.

B. Rates and Charges

To participate in the Lifeline Assistance Program, qualified residential customers will be required to subscribe to Basic Access Service as defined in this Tariff.

1. Lifeline Resident Individual Line Service - Credit:

Monthly Rate

Federal Lifeline Credit

\$6.00

State Lifeline Credit:

\$3.50

EFFECTIVE: ISSUED:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS

3.1 Local Exchange Service

The Company's Local Telephone Service provides a Customer with the ability to connect to the Company's switching network which enables the Customer to:

- place or receive calls to any calling Station in the local calling area, as defined herein;
- access basic 911 Emergency Service;
- access the interexchange carrier selected by the Customer for interLATA, intraLATA, interstate or international calling;
- access Operator Services;
- access Directory Assistance for the local calling area;
- place or receive calls to 800 telephone numbers;
- access Telecommunication Relay Service.
- 3.1.1 Service Area: The Company's service areas will mirror those of BellSouth.
 - 3.1.1.1 Local Calling Areas: Exchanges and zones included in the local calling area and the NXX's associated with each particular exchange or zone may be found in the telephone directory published by the dominant exchange service provider in the Customer's exchange area.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.1.2 Local Line: Local Line provides the Customer with a single, voice-grade communications channel. Each Local Line will include a telephone number.
 - 3.1.2.1 Standard Features: Each Local Line Customer is provided with the following standard features:

Touch Tone
Direct Inward Dialing
Direct Outward Dialing

- 3.1.2.2 Optional Features: A Local Business Customer may order optional features at the rates specified in Section 4.
 - 3.1.2.3 Local Line Rates and Charges: A Local Line Customer will be charged applicable Non-Recurring Charges, monthly Recurring Charges and usage charges as specified in Section 4.
- 3.1.3 Usage rates: All Local Exchange Service Customers must order service on a per call or unlimited monthly usage basis. These rates will apply to all outgoing direct-dialed calls placed to Stations within the caller's local exchange area, as defined herein.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.1.3.1 Per Minute Usage Rate: Rates are set forth in Section 4.
- 3.1.3.2 Timing of Local Exchange Calls

Unless otherwise indicated, all calls are timed in six second increments and all calls which are fractions of a minute are founded up to next six second increment.

For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.

For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.

Call timing ends when the calling station "hangs up", thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.

3.2 Directory Assistance

A Customer may obtain Directory Assistance in determining telephone numbers within its local calling area by calling the Directory Assistance operator.

- 3.2.1 Each call to Directory Assistance will be charged as indicated in Section 4.
- 3.2.2 A credit will be given for calls to Directory Assistance as follows:
 - The Customer experiences poor transmission or is cut-off during the call; or
 - The Customer is given an incorrect telephone number.

To obtain such a credit, the Customer must notify its Customer Service representative within 24 hours of occurrence.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.3 Busy Line Verification and Interrupt Service:
 - 3.3.1 Busy Line Verification and Interrupt Service: Service is currently not available. Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:
 - 3.3.1.1 Busy Line Verification: Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling party.
 - 3.3.1.2 Busy Line Verification with Interrupt: The operator will interrupt the call on the called line only if the calling party indicates an emergency and requests interruption.
 - 3.3.1.3 Rates: Rates for Busy Line Verification and Interrupt service, will apply under the following circumstances:
 - 3.3.1.3.1 The operator verifies that the line is busy with a call in progress.
 - 3.3.1.3.2 The operator verifies that the line is available for incoming calls.
 - 3.3.1.3.3 The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

3.4 Directory Listings

The Company shall provide for a single directory listing, termed the primary listing, in the telephone directory published by the dominant exchange service provider in the Customer's exchange area of the Station number which is designated as the Customer's main billing number. Directory listings of additional Company Station numbers, other than the Customer's main billing number, associated with a Customer's service will be provided for a monthly recurring charge per listing.

- 3.4.1 The Company reserves the right to limit the length of any listing in the directory by the use of abbreviations when, in its judgment, the clearness of the listing or the identification of the Customer is not impaired thereby. Where more than one line is required to properly list the Customer, no additional charge is made.
- 3.4.2 The Company may refuse a listing which is known not to constitute a legally authorized or adopted name, obscenities in the name, or any listing which, in the opinion of the Company, is likely to mislead or deceive calling persons as to the identity of the listed party, or is a contrived name used for advertising purposes or to secure a preferential position in the directory or is more elaborate than is reasonably necessary to identify the listed party. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.3 Each listing must be designated Government or Business to be placed in the appropriate section of the directory. In order to aid the user of the directory, and to avoid misleading or deceiving the calling party as to the identity of the listed party, only business listings may be placed in the Business Section and only residential listings in the Residential section. The Company, upon notification to the Customer, will withdraw any listing which is found to be in violation of its rules with respect thereto.
- 3.4.4 In order for listings to appear in an upcoming directory, the Customer must furnish the listing to the Company in time to meet the directory publishing schedule.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTION (continued)

- 3.4.5 Directory listings are provided in connection with each Customer service as specified herein.
 - 3.4.5.1 Primary Listing: A primary listing contains the name of the Customer, or the name under which a business is regularly conducted, as well as the address and telephone number of the Customer. This listing is provided at no additional charge.
 - 3.4.5.2 Additional Listings: In connection with business service, additional listings are available only in the names of Authorized Users of the Customer's service, as defined herein. Rates for additional listings are specified in Section 4.
 - 3.4.5.3 Nonpublished Listings: Listings that are not printed in directories nor available from Directory Assistance.

A Nonpublished Telephone Service will be furnished, at the Customer's request providing for the omission or deletion of the Customer's telephone listing from the telephone directory and, in addition, the Customer's telephone listing will be omitted or deleted from the directory assistance records, subject to the provisions set forth in Section 2.1.4.

3.4.5.4 Non-listed Numbers: A Non-listed number will be furnished at the Customer's request, providing for the omission or deletion of the Customer's listing from the telephone directory. Such listings will be carried in the Company's directory assistance and other records and will be given to any calling party.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 3 - SERVICE DESCRIPTIONS (continued)

- 3.5 Emergency Services: Both Basic and Enhanced 911(E911) allow Customers to reach appropriate emergency services including police, fire and medical services. Subject to availability, Enhanced 911 has the ability to selectively route an emergency call to the primary E911 provider so 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).
- 3.6 Presubscriptions-2 (PIC-2): PIC-2 allows Customers to presubscribe to their carrier of choice for intraLATA calls, without dialing the Access Code. The rates specified in Section 4 will apply each time the Customer requests a change to their intraLATA PIC, subsequent to the initial designation.
- 3.7 Vanity Telephone Numbers: Service currently not available. At the request of the Customer, the Company may assign a telephone number with the last four digits selected by the Customer. The assignment is subject to availability of a particular number and subject to the terms and conditions set forth in Section 2.1.3. Rates are set forth in Section 4.
- 3.8 Telecommunications Relay Service (TRS): Enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone (TT) or similar devices to communicate freely with the hearing population not using TT and visa versa. A Customer will be able to access the state provider(s) to complete such calls.
- 3.9 Promotional Offerings: The Company, from time to time, may make promotional offerings of its services which may include waiving or reducing the applicable charges for the promoted service. The promotional offerings may be limited as to the duration, the date and times of the offerings and the locations where the offerings are made. The Company shall notify the Commission prior to the effective date of promotions.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates

4.1.1 Line Cost, Connections and Features

4.1.1.A Flat Rate Service

	MKC
Rate Group 1 (0-13,800 lines)	\$10.95
Rate Group 2 (13,801 - 25,100 lines)	\$11.72
Rate Group 3 (25,101 - 45,500 lines)	\$12.32
Rate Group 4 (45,501 - 200,800 lines)	\$12.91
Rate Group 5 (200,801 - 1,191,800 lines)	\$15.80

4.1.1.B Monthly Recurring Charge Measured Rate Service

Monthly usage allowance is \$5.00.

	MRC	MRC
	Low Usage	Standard Usage
Rate Group 1 (0-13,800 lines)	\$5.93	\$8.44
Rate Group 2 (13,801 - 25,100 lines)	\$6.30	\$9.02
Rate Group 3 (25,101 - 45,500 lines)	\$6.60	\$9.47
Rate Group 4 (45,501 - 200,800 lines)	\$6.90	\$9.91
Rate Group 5 (200,801 - 1,191,800 lines)	\$8.34	\$12.07

4.1.1.C Measured Rate Local Usage

(1) Day Rates

8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

	1st Minute	Addtl Minute
Band A (0 miles)	\$0.036	\$0.018
Band B (1-10 miles limited LCA)	\$0.036	\$0.018
Band C (> 10 miles limited LCA)	\$0.054	\$0.036

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (continued) 4.1.1.C Measured Rate Local Usage (contd.)

(2) Evening Rates

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	1st Minute	Addtl Minute
Band A (0 miles)	\$0.0234	\$0.0117
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234

(3) Night/Weekend Rates

11:00 p.m. to, but not including 8:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	1st Minute	Addtl Minute
Band A (0 miles)	\$0.0144	\$0.0072
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144

4.1.1.D Optional Features	<u>NRC</u>	<u>MRC</u>
Call Forwarding Variable	\$13.50	\$3.24
Three-way Calling 1	\$13.50	\$3.24
Call Waiting	\$13.50	\$3.29
Speed Dialing - 8 code	\$13.50	\$3.24
Speed Dialing - 30 code	\$13.50	\$3.69
Call Forward Busy Line	\$13.50	\$0.90
Call Forward Don't Answer	\$13.50	\$0.90

ISSUED:

EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

¹ Three way calling also available on a \$0.75 per use basis.

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.D Optional Features (contd.)

	<u>NRC</u>	<u>MRC</u>
Customer Control - CF Busy Line	\$13.50	\$2.70
Customer Control - CF Don't Answer	\$13.50	\$2.70
Call Forwarding Busy Line Multipath ²	\$13.50	\$1.80
Call Forwarding Don't Answer Multipath ²	\$13.50	\$1.80
Call Forwarding Variable Multipath	\$13.50	\$2.70
Remote Access - Call Forwarding Variable	\$13.50	\$5.40
Call Waiting Deluxe ³	\$13.50	\$5.40
Call Forwarding Don't Answer - Ring Control	\$13.50	\$0.90
Three Way Calling With Transfer ⁴	\$13.50	\$4.46
Flexible Call Forwarding (FCF)	\$13.50	\$4.50
FCF with Audio Calling Name	\$13.50	\$6.30
FCF - Plus	\$13.50	\$6.30
FCF Plus with Audio Calling Name	\$13.50	\$8.10
Star 98 Access	\$13.50	\$0.90
Remote Call Forwarding (RCF)	\$13.05	\$16.65
RCF additional path following initial installation	\$10.80	\$16.65
Distinctive Ring I	\$13.50	\$3.56
Distinctive Ring II	\$13.50	\$5.36

ISSUED:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

EFFECTIVE:

² Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

³ Caller ID rates also apply.

⁴ Local or toll charges apply for originator of call even after exiting call.

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (continued)

4.1.1.E CLASS Features

<u>NRC</u>	<u>MRC</u>
\$13.50	\$3.96
\$13.50	\$3.78
\$0.75	
\$13.50	\$3.78
\$13.50	\$3.78
\$13.50	\$3.78
\$13.50	\$3.78
\$13.50	\$6.30
\$13.50	\$6.75
n/a	\$2.97
	\$13.50 \$13.50 \$0.75 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50 \$13.50

4.1.1.F Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access line installation charges apply.

	MKC
Per Line	\$30.15
Per Two-Line Plan package	\$59.85
Per Three-Line Plan package	\$87.75

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (contd.)

4.1.1.G Line Connection Charges

First Line, per request Additional Line, each \$13.50

4.1.1.H Line Change Charge

First Line, per request \$31.50 Additional Line, each \$10.80

4.1.1.1 Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request \$13.50

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (contd.)

4.1.1.J. TouchTone

No charge.

4.1.1.K Premise Work Charge

	<u>NRC</u>
First 15 minute or fraction thereof	\$27.00
Each Additional 15 minute increment or fraction	\$12.60

4.1.1.L. Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC</u>	<u>MRC</u>
Selective Class of Call Screening		
per line	\$13.50	\$1.13

4.1.1.M Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC</u>	<u>MRC</u>
Non-listed	\$13.50	\$1.64
Non-Published	\$13.50	\$3.15
Additional Listings	\$13.50	\$1.08

4.1.1.N Local USA Plan

\$28.50 per line per month

Includes 100 minutes of continental US long distance calling. Includes the following features; caller id deluxe, call waiting id, 3 way calling, repeat dialing, call forwarding, call block, call return, 30 code speed dial, 900/976 block and anonymous call rejection. These features are offered as available from the central office.

Local USA Charter Member

\$23.50 per line per month

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (contd.)

4.1.1.0 Local USA Unlimited Plan

	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	Zone 3
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$41.95	\$48.95	\$41.95	\$46.50	\$56.95	\$63.95

Includes unlimited continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

The Everycall Local USA Unlimited Plan is for typical residential usage only. Usage in excess of typical usage, which is presumed to be no more than 5,000 minutes a month, will be subject to an additional fee of \$50.00. If usage exceeds 5,000 minutes per month, customer may be switched from the Local USA Unlimited Plan to a more appropriate usage sensitive plan.

4.1.1.P Regulatory Cost Recovery Fee

A charge of \$0.99 per month will be assessed to all residential and business customers to cover the administration costs of complying with obligations and charges imposed by regulatory bodies, including recovery of the Federal Universal Service Fund charge.

4.1.1.Q Local USA Sixty (includes 60 minutes free long distance)

Includes 60 minutes free continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	Zone 3
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$30.95	\$37.95	\$30.95	\$37.95	\$46.95	\$53.95

4.11.R Carrier Cost Recovery Charge

A charge of \$0.99 per line per month for residential customers, \$1.99 per line per month for business customers will be assessed to assist Everycall in recovering costs associated with providing state-to-state long distance service, connection and account servicing charges.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates

Customers signing a 1 year term contract qualify for a 10% discount off of the rates stated in this section.

4.2.1 Line Costs, Connections and Features

4.2.1.A Flat Rate Service

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$28.80
Rate Group 2 (13,801 - 25,100 lines)	\$29.61
Rate Group 3 (25,101 - 45,500 lines)	\$29.61
Rate Group 4 (45,501 - 200,800 lines)	\$29.61
Rate Group 5 (200,801 - 1,191,800 lines)	\$29.61

4.21.B Measured Rate Service

Monthly usage allowance is \$7.50.

	<u>MRC</u>
Rate Group 1 (0-13,800 lines)	\$20.85
Rate Group 2 (13,801 - 25,100 lines)	\$22.97
Rate Group 3 (25,101 - 45,500 lines)	\$24.77
Rate Group 4 (45,501 - 200,800 lines)	\$26.51
Rate Group 5 (200,801 - 1,191,800 lines)	\$32.24

4.2.1.C Measured Rate Local Usage

(1) Day Rates

8:00 a.m. to, but not including 5:00 p.m., Monday through Friday.

	1st Minute	Addtl Minute
Band A (0 miles)	\$0.036	\$0.018
Band B (1-10 miles limited LCA)	\$0.036	\$0.018
Band C (> 10 miles limited LCA)	\$0.054	\$0.036

ISSUED:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

EFFECTIVE:

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.C Measured Rate Local Usage (contd.)

(2) Evening Rates

5:00 p.m. to, but not including 11:00 p.m., Monday through Friday.

	1st Minute	Addtl Minute
Band A (0 miles)	\$0.0234	\$0.0117
Band B (1-10 miles limited LCA)	\$0.0234	\$0.0117
Band C (> 10 miles limited LCA)	\$0.0351	\$0.0234

(3) Night/Weekend Rates

11:00 p.m. to, but not including 8:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	1st Minute	Addtl Minute
Band A (0 miles)	\$0.0144	\$0.0072
Band B (1-10 miles limited LCA)	\$0.0144	\$0.0072
Band C (> 10 miles limited LCA)	\$0.0216	\$0.0144

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.E. Direct Inward Dialing (DID)

	<u>NRC</u>	<u>MRC</u>
Each group of 20 working numbers	\$432.00	\$3.06
Each group of 20 reserved numbers	\$432.00	\$3.06
Each non-consecutive DID number	\$1.35	\$0.15
Each reserved non-consecutive DID number	\$1.35	\$0.15
Multifrequency Pulsing Option	\$0.00	\$6.75
Dual Tone Multifrequency Pulsing Option	\$0.00	\$6.75
Automatic Intercept Service, per number	\$14.40	\$0.00

4.2.1.F DID Trunk Termination

	<u>NRC</u>	<u>MRC</u>
Each Trunk Each combination trunk	\$45.00	\$23.40
with call transfer	\$225.00	\$40.50

4.2.1.G Grouping/Hunting Service

	<u>NKC</u>	MKC
Rate Group 1 (0-13,800 lines)	\$18.00	\$10.80
Rate Group 2 (13,801 - 25,100 lines)	\$18.00	\$10.13
Rate Group 3 (25,101 - 45,500 lines)	\$18.00	\$9.45
Rate Group 4 (45,501 - 200,800 lines)	\$18.00	\$9.00
Rate Group 5 (200,801 - 1,191,800 lines)	\$18.00	\$5.13

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.H Optional Features

1.11 Optional reatures			
	<u>NRC</u>		<u>MRC</u>
Call Forwarding Variable	\$18.00		\$3.96
Three-way Calling 5	\$18.00		\$3.96
Call Waiting	\$18.00		\$3.96
Speed Dialing - 8 code	\$18.00		\$3.96
Speed Dialing - 30 code	\$18.00		\$4.95
Call Forward Busy Line	\$18.00		\$3.47
Call Forward Don't Answer	\$18.00		\$3.47
Customer Control - CF Busy Line	\$18.00		\$6.66
Customer Control - CF Don't Answer	\$18.00		\$6.30
Call Forwarding Busy Line Multipath ⁶	\$18.00		\$3.20
Call Forwarding Don't Answer Multipath ²	\$18.00		\$3.20
Call Forwarding Variable Multipath	\$18.00		\$3.20
Remote Access - Call Forwarding Variable	\$18.00		\$8.42
Call Waiting Deluxe	n/a	n/a	
Call Forwarding Don't Answer - Ring Control	ol \$1	8.00	\$3.47
Three Way Calling With Transfer 7	\$18.00		\$5.40
Flexible Call Forwarding (FCF)	\$18.00		\$8.91
FCF with Audio Calling Name	\$18.00		\$9.90
FCF - Plus	n/a	n/a	
FCF Plus with Audio Calling Name	n/a	n/a	
Star 98 Access	\$18.00		\$1.80
Remote Call Forwarding (RCF)	\$13.05		\$16.65
RCF additional path following initial installa	ation \$1	0.80	\$16.65
Distinctive Ring I	\$18.00		\$7.20
Distinctive Ring II	\$18.00		\$9.00

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

⁵ Three way calling also available on a \$0.75 per use basis.

⁶ Rates for Multipath features apply for each path in excess of ten paths and are in addition to rates for Call Forwarding Variable, Call Forwarding Busy Line, or Call Forwarding Don't Answer.

⁷ Local or toll charges apply for originator of call even after exiting call.

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.I CLASS Features

	<u>NRC</u>	<u>MRC</u>
Call Return	\$18.00	\$4.68
Repeat Dialing	\$18.00	\$4.46
BusyConnect, per activation	\$0.75	
Call Selector	\$18.00	\$4.46
Preferred Call Forwarding	\$18.00	\$4.46
Call Block	\$18.00	\$4.46
Call Trace	\$18.00	\$4.95
Caller ID - Basic	\$18.00	\$8.15
Caller ID - Deluxe	\$18.00	\$9.00
Anonymous Call Rejection (ACR)	n/a	\$3.96
Enhanced Caller ID with ACR	\$18.00	\$14.36
Enhanced Caller ID with Call Manage	ment \$18.00	\$15.26

4.2.1.J Complete Package

Complete Package provides unlimited use of specific features with a flat rate access line. Service Charges do not apply for transactions involving only additions, deletions or changes to service/features requested as part of this service. Access Line Installation charges apply.

(1) Option 1

•	MRC
Per Line	\$72.90
Per Two-Line Plan package	\$135.00
Per Three-Line Plan package	\$195.30

(2) Option 2

	MRC
Per Line	\$50.40
Per Two-Line Plan package	\$90.00
Per Three-Line Plan package	\$127.80

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.K Line Connection Charges

First Line, per request Additional Line, each \$19.80

4.2.1.L Line Change Charge

First Line, per request Additional Line, each \$12.60

4.2.1.M Secondary Service Charge

Applies per customer request for the receiving, recording and processing of customer requests to change services or add new or additional services.

Per request \$18.00

ISSUED:

EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2 Business Local Exchange Service Rates (contd.)

4.2.1.N TouchTone

Applies when added subsequent to establishment of service.

<u>NRC</u>	MRC
\$18.00	\$2.70

4.2.1.O Premise Work Charge

	<u>NRC</u>
First 15 minute or fraction thereof	\$27.00
Each Additional 15 minute increment or fraction	\$12.60

4.2.1.P Toll Restriction

Provides blocking of 1+, 101XXXX, 976, 900 and screening information to prevent operator assisted calls from being billed to subscriber's line.

	<u>NRC</u>	<u>MRC</u>
Selective Class of Call Screening		
per line	\$18.00	\$1.13
per PBX trunk	\$18.00	\$7.38

4.2.1.Q Directory Listings

Non-recurring charge applies to customer requested changes in directory listings, except for changing from non-published/non-listed to a listed number.

	<u>NRC</u>	MRC
Non-listed	\$18.00	\$1.64
Non-Published	\$18.00	\$3.15
Additional Listings	\$18.00	\$1.62

4.2.1.R Local USA Plan

\$27.17 per line per month.

Includes 100 minutes of continental US long distance calling. At customers request includes the following features: hunting, call forwarding, busy call forward, ring no answer call forward, caller id, call waiting, call return, remote access to call forwarding, repeat dialing, 3 way calling with transfer, *98, and ring selector. These features are offered as provided by the serving central office.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.2.1.S Business Local USA Unlimited Plan

	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	<u>Zone 3</u>
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$59.95	\$66.95	\$66.95	\$73.95	\$79.00	\$86.00

Includes unlimited continental US voice long distance calling. Excludes all non-voice, modem or computer transmissions.

The Everycall Local USA Unlimited Plan is for typical business usage only. Usage in excess of typical usage, which is presumed to be no more than 5,000 minutes a month, will be subject to an additional fee of \$50.00. If usage exceeds 5,000 minutes per month, customer may be switched from the Local USA Unlimited Plan to a more appropriate usage sensitive plan.

4.2.1.T Regulatory Cost Recovery Fee

A charge of \$0.99 per month will be assessed to all residential & business customers to cover the administration costs of complying with obligations and charges imposed by regulatory bodies, including recovery of the Federal Universal Service Fund charge.

4.2.1.U Local USA Sixty Plan (includes 60 minutes free long distance)

	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	Zone 3
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$34.00	\$41.00	\$42.00	\$49.00	\$56.00	\$64.00

Includes 60 minutes free continental US voice long distance calling. Excludes all non -voice, modem or computer transmissions.

4.2.1.V Local USA 600 Plan (includes 600 minutes free long distance)

	Zone 1	Zone 1	Zone 2	Zone 2	Zone 3	Zone 3
	3 lines or	4 +	3 lines or	4+	3 lines or	4+
	less	lines	less	lines	less	lines
Per line, Per month.	\$41.00	\$48.00	\$50.00	\$57.00	\$65.00	\$73.00

Includes 600 minutes free continental US voice long distance calling. Excludes all non-voice, modem or computer transmissions.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.3 Local Line Charges (per local line)

4.3.1 FCC End User Common Line

	<u>MRC</u>
Primary Residential Line	\$3.50
Additional Residential Line	\$6.07
Single Line Business	\$3.50
Multi-line Business	\$7.84

4.3.2 Local Number Portability

	<u>MRC</u>
Per Line	\$0.35
Per Trunk	\$3.15

4.3.2 FCC PIC Change Charge

	<u>NRC</u>
Business	\$1.49
Residential	\$1.49

4.4 Reconnection Charge

\$30.00 per occurrence.

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

4.5 IntraLATA MTS/OSP/Calling Card Rates

4.5.1 Rates Per Minute

(1) Peak Rates:

7:00 a.m. to, but not including 7:00 p.m., Monday through Friday.

	BUSINESS		RESIDENT	RESIDENTIAL	
	1st Min. Ea	. Added Min.	1st Min. Ea	. Added Min.	
0-10 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
11-16 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
17-22 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
23-30 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
31-40 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
41-55 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
56-70 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
71-85 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
86-100 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
101-124 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
125-148 miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	
149 + miles	\$0.22410	\$0.22410	\$0.18000	\$0.18000	

(2) Off-Peak Rates:

7:00 p.m. to, but not including 7:00 a.m., Monday through Friday, and all times Saturday and Sunday.

	BUSINESS		RESIDENTIAL	
	1st Min. Ea.	Added Min.	1st Min. Ea	. Added Min.
0-10 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
11-16 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
17-22 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
23-30 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
31-40 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
41-55 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
56-70 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
71-85 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
86-100 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
101-124 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
125-148 miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800
149 + miles	\$0.16808	\$0.16808	\$0.10800	\$0.10800

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.5 IntraLATA MTS/OSP/Calling Card Rates (contd.)

4.5.2 Local and Toll Operator Service Charges

	Per Call
Station-to-Station	
 Customer Dialed Calling Card 	\$0.80
- Operator Assisted	\$2.25
Person-to-Person	\$4.90
Operator Dialed Surcharge	\$0.80
Partially Automated Surcharge	\$0.50
Busy Line Verification	\$1.04
Bsuy Line Interrupt	\$1.54

4.6 Local Directory Assistance

•	Per Call
Within LCA for originating line	
Direct Dialed	\$0.33
Operator assistance surcharge	\$0.30
Outside LCA and LATA/NPA for orig. line	
Direct Dialed	\$0.85
Operator assistance surcharge	\$0.30

ISSUED:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

EFFECTIVE:

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (cont'd)

4.7 Prepaid Local Residence Service

Everycall offers residential customers a monthly flat rate for all their local calling needs. The residential customer is provided an individual access line and unlimited local calling within their local calling area.

4.7.1 Basic Plan - Prepaid Charge Per Line - \$28.95**

Includes: Unlimited local calling

Access to 911

Access to Toll Free Calling

100 Minutes of Domestic Long Distance Service

4.7.2 MVP Plan - Prepaid Charge Per Line - \$36.95**

Includes: Unlimited local calling

Access to 911

Access to Toll Free Calling

Caller I.D.
Call Waiting

100 Minutes of Domestic Long Distance Service

** Plus taxes and fees

ISSUED:

EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

4315 Bluebonnet Blvd. Suite A

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (cont'd)

4.7.3 Deluxe Plan - Charge Per Line - \$49.95**

Includes: Unlimited local calling

Access to 911

Access to Toll Free Calling

Caller ID
Call Waiting
Call Forwarding
Three-Way Calling
Call Block

Call Block
Call Return
Speed Dialing

Anonymous call rejection

Privacy Director Access to 911

Access to Toll Free Calling

4.7.4 Installation charge:

Each plan will incur a one-time \$20.00 installation charge.

4.7.5 Service Charges and Fees:

4.7.5.1 Changing features, after initial installation \$10.00 each change

4.7.5.2 Reconnection Charge \$25.00 each

(Due to suspension for late payment)

4.7.5.3 One-time installation charge \$25.00

4.7.5.4 Regulatory Cost Recovery Charge \$1.49

4.75.5 Carrier Cost Recovery Charge

A charge of \$0.99 per line per month for residential customers, \$1.99 per line per month for business customers will be assessed to assist Everycall in recovering costs associated with

ISSUED:

EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

^{**}plus all applicable taxes and fees.

LOCAL EXCHANGE SERVICE

SECTION 4 - RATES

4.1 Residential Local Exchange Service Rates (cont'd)

providing state-to-state long distance service, connection and account servicing charges.

- 4.75.6 Returned check charge, including credit card
 Or debit card reversal \$20.00
- 4.7.5.7 Plan change charge (changing from one plan To another) \$20.00

4.7.6 Additional Features Available

4.7.6.1 <u>Unlisted Number</u> \$6.00 per month (Installation is free with original order, Change fee of \$6.00 applies if order changed after initial installation)

4.7.6.2 Long Distance Upgrade \$24.00 per month (Upgrade to 2,000 minutes Domestic Long Distance) (Installation free with initial order, Change fee of \$6.00 applies if order changed after initial installation)

4.7.6.3 <u>Voice Mail</u> \$6.00 per month (Installation free with initial order, change Fee of \$6.00 applies if order changed after initial installation.)

4.7.6.4 Long Distance Upgrade \$16.00 per month (Upgrade to 500 minutes Domestic Long Distance) (Installation free with initial order, Change fee of \$6.00 applies if order changed after initial installation)

ISSUED: EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

LOCAL EXCHANGE SERVICE

SECTION 5 - SPECIAL SERVICE ARRANGEMENTS

5.1 Individual Case Basis Arrangements

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. Rates will be offered to the Customer in writing and on a non-discriminatory basis. All such rates will be submitted to the Commission for approval.

ISSUED:

EFFECTIVE:

ISSUED BY: Kyle Coats, President

EveryCall Communications, Inc.

d/b/a Local USA d/b/a All American Home Phone

Sharla Dillon - CTC Communications Corp.

From: Laura Foreman

To: Chairman Roberson's Office; Director Jones' Office; Director Kyle's Office

Date: 1/7/2008 1:57 PM

Subject: CTC Communications Corp. **CC:** Dillon, Sharla; Foust, Lisa

The above referenced company will be removed from the list of companies to be canceled on the January 14th conference agenda. The correct company to be canceled is CTC Long Distance Services, Inc. which will be placed on the January 28th conference agenda for action.

Sorry for the confusion.

Laura

Sharla Dillon - Call in for Status Conferences in Dockets 07-00020 and 07-00225 on January 11, 2008

From:

"Billye Sanders" <Billye.Sanders@wallerlaw.com>

To:

<sharla.Dillon@state.tn.us>

Date:

1/4/2008 6:39 PM

Subject: Call in for Status Conferences in Dockets 07-00220 and 07-00225 on January 11, 2008

CC:

"Dosker, John" <JDosker@stand-energy.com>, "Ward, Mark" <mward@stand-energy.com>,

"Heidi Dunn" <heidi.dunn@wallerlaw.com>

Sharla,

This e-mail comes to inform you that John Dosker, General Counsel of Stand Energy Corporation and Mark Ward, V. P. of Regulatory Affairs of Stand plan to participate by telephone in the status conferences scheduled for 9:00 a.m. on Friday, January 11 in Dockets No. 07-00020 and 07-00225. Please confirm that the call in number is the same as the last time, which was (615) 532-7746.

Thanks in advance.

Billye

WALLER LANSDEN DORTCH & DAVIS, LLP

D. Billye Sanders

Attorney-at-Law 511 Union Street, Suite 2700 Nashville, TN 37219 Direct: 615-850-8951 Fax: 615-244-6804

billye.sanders@wallerlaw.com

www.wallerlaw.com

We are required by IRS Circular 230 to inform you that any statements contained herein are not intended or written to be used, and cannot be used, by you or any other taxpayer, for the purpose of avoiding any penalties that may be imposed by federal tax

The information contained in this message and any attachments is intended only for the use of the individual or entity to which it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you have received this message in error, you are prohibited from copying, distributing, or using the information. Please contact the sender immediately by return e-mail and delete the original message. ID442