

**BEFORE THE TENNESSEE REGULATORY AUTHORITY
NASHVILLE, TENNESSEE**

IN RE:)	
)	
EVERYCALL COMMUNICATIONS, INC. D/B/A)	DOCKET NO.
LOCAL USA D/B/A ALL AMERICAN HOME)	09-00003
PHONE APPLICATION FOR DESIGNATION AS)	
AN ELIGIBLE TELECOMMUNICATIONS)	
CARRIER)	

PETITION FOR RECONSIDERATION

Pursuant to Tennessee Code Annotated Section 4-5-317(a) and Tennessee Regulatory Authority Rule 1220-1-2-.20(1), Everycall Communications, Inc. (“Everycall”) respectfully submits this Petition for Reconsideration requesting that the Tennessee Regulatory Authority (“Authority”) reconsider its March 30, 2010 Order Denying Designation as an Eligible Telecommunications Carrier (“Order”) in the above-captioned proceeding. Everycall respectfully requests that the Authority reconsider its decision to deny designation of Everycall as an Eligible Telecommunications Carrier (“ETC”).

Everycall requests reconsideration for the grounds set forth below, but Everycall would point out that if reconsideration is not granted and denial stands (and presuming a new application is filed and granted), Everycall is concerned that in future and other jurisdictions, and possibly Tennessee, that Everycall would have to answer on an application that ETC Designation was denied and then explain that ETC Designation was granted upon reapplication (hopefully). With consideration in the same docket, such a scenario is prevented.

Furthermore, the interest of judicial economy will be served by granting reconsideration of the application in this docket rather than open another docket for a new application, which would incur a delay and expend the resources and time of the Authority and Everycall. No one will be harmed by reconsideration of the application. In addition to the grounds set forth above in the preceding two paragraphs, Everycall would state that at the time of the February 22, 2010 hearing in this matter, the Interconnection Agreement had not been approved. Everycall was not aware the Interconnection Agreement had not been approved. Such Interconnection Agreement has been filed and assigned Docket No. 10-00019. In discussions with Authority staff, it was stated to Everycall and its counsel that consideration of such Interconnection Agreement may be set for the April 26, 2010 Directors Conference. If so and approved, then the Interconnection Agreement will be approved and meet a concern expressed in the Order.

Everycall states and reaffirms it will definitely accept carrier of last resort obligations.

Everycall will present additional new evidence to demonstrate that it will advertise the availability of the services supported by the federal universal service support mechanisms in areas where it is currently providing service in Tennessee. Everycall will present evidence that it will accept responsibility as a carrier of last resort if it were designated as an ETC. Everycall will present new evidence in the form of new documents for its proposed tariff and data responses. Attached is a copy of the revised tariff submitted after the February 22, 2010 hearing.

As further new evidence, Everycall will submit orders to demonstrate that Everycall has lines provisioned through UNE's.

Such submittals meet requirements for a Petition for Reconsideration under Tennessee Regulatory Authority Rule 1220-1-2-.20(1).

While Everycall has met the requirements for the Petition for Reconsideration, the Authority has wide discretion for granting a Petition for Reconsideration and of even waiving rules when necessary. Tennessee Regulatory Authority Rule 1220-1-1-.05.

CONCLUSION

For all of the foregoing reasons, Everycall respectfully requests that the Authority reconsider its Order of March 30, 2010 and grant Everycall designation as an Eligible Telecommunications Carrier.

Respectfully submitted this 13th day of April, 2010 by:

A handwritten signature in black ink, appearing to read "H. LaDon Baltimore".

H. LaDon Baltimore
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March 3, 2010

VIA OVERNIGHT MAIL

Sharla Dillon, Dockets
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-9021
(615) 741-3939

Ref: TN PSC
Dep:

Date: 03Mar10
Wgt: 1.0 LBS

DV:

Svcs: STANDARD OVERNIGHT
TRCK: 4350 3049 7837

SHIPPING:	0.00
SPECIAL:	0.00
HANDLING:	0.00
TOTAL:	0.00

Re: Everycall Communications, Inc.
Docket No. 08-00008

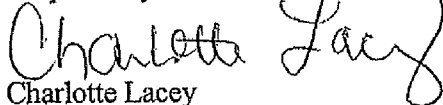
Dear Ms. Dillon:

Enclosed please find for filing an original and three (3) copies of revised tariff pages 2, 3, 6, 54, 70, 71 and original pages 79-86 to include changes in text and rates as well as new Lifeline and Link-Up language.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Respectfully submitted,



Charlotte Lacey
Legal Assistant to Lance J.M. Steinhart
Attorney for Everycall Communications, Inc.

Enclosures

cc: Kyle Coats (w/enc)

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

T.R.A. Tariff No. 2 - Local Exchange
1st Revised Page 2
Cancels Original Page 2

LOCAL EXCHANGE SERVICE

CHECK SHEET

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ISSUED: March 4, 2010

EFFECTIVE: April 1, 2010

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EveryCall Communications, Inc.
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T.R.A. Tariff No. 2 - Local Exchange
1st Revised Page 3
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LOCAL EXCHANGE SERVICE

CHECK SHEET (CONTINUED)

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LOCAL EXCHANGE SERVICE

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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.

First Month Promotion - Promotion for new customers, both Lifeline and Non-lifeline. Customer will receive a discount of \$26.95 for the first month of service. Thus, for the first month of service, net price for Lifeline customers will be zero (calculated as follows: \$26.95 minus the first month promo of \$26.95 equals zero). Net price for the non-Lifeline customer for the first month of service will be \$17.25 (calculated as follows: \$40.45 plus \$3.75 for toll service minus \$26.95 first month promotion equals \$17.25).

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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.

4.4.1 Basic Plan - Prepaid Charge Per Line - \$32.95**

Includes: Unlimited local calling
Access to 911
Access to Toll Free Calling
100 Minutes of Domestic Long Distance Service

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4.4.2 Super 6 Plan - Prepaid Charge Per Line - \$44.20** (Non-LifeLine)

Includes Unlimited local calling

Access to 911
Access to Toll Free Calling
Caller I.D.
Call Waiting
Toll Block or Toll Control & 100 Minutes of Domestic Long Distance Service
Post Paid Toll Access (Requires \$300 Deposit)

Super 6 Plan - Prepaid Charge Per Line - \$26.95** (Non-LifeLine)

Includes Unlimited local calling

Access to 911
Access to Toll Free Calling
Caller I.D.
Call Waiting
Toll Block or Toll Control & 100 Minutes of Domestic Long Distance Service
Post Paid Toll Access (Requires \$300 Deposit)

(N)

** Plus taxes and fees

(N)

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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 Return
Speed Dialing
Anonymous call rejection
Privacy Director
Access to 911
Access to Toll Free Calling
**plus all applicable taxes and fees.

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4.7.4 Connection Fee:

Each plan will incur a one-time \$60.00 connection fee.
Payable \$10 per month beginning in 2nd month (waived for Lifeline).

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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
- 4.7.5.5 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

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LOCAL EXCHANGE SERVICE

SECTION 6 – LIFELINE PROGRAM

6.1 General

(A) The Lifeline program is designed to increase the availability of telecommunications services to low income subscribers by providing a credit to monthly recurring local service for qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket No. 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket No. 96-45, which complies with the Telecommunications Act of 1996.

(B) Lifeline is supported by the federal universal service support mechanism.

(C) Federal baseline support of eight dollars and twenty-five cents (\$8.25) is available for each Lifeline service and is passed through to the subscriber. An additional three dollars and fifty cents (\$3.50) credit is provided by the Company. Supplemental federal support of one dollar and seventy-five cents (\$1.75), matching one half of the Company contribution, will also be passed along to the Lifeline subscriber. The total Lifeline credit available to an eligible customer is thirteen dollars and fifty cents (\$13.50). The amount of credit will not exceed the charge for local service, which includes the access line, the Subscriber Line Charge and local usage.

(D) Designated Services Available To Lifeline Customers:

- (1) Single Party Service
- (2) Local Usage
- (3) Touch Tone Services
- (4) Voice Grade Access to the Public Switched Network
- (5) Access to Emergency Services
- (6) Access to Operator Services
- (7) Access to Interexchange Services
- (8) Access to Directory Assistance
- (9) Toll Limitation Service at No Charge

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LOCAL EXCHANGE SERVICE

SECTION 6 – LIFELINE PROGRAM

6.2 Regulations

(A) General

- (1) Customers eligible under the Lifeline program are also eligible for connection assistance under the Link-Up program.
- (2) One low income credit is available per household and is applicable to the primary residential connection only. The named subscriber must be a current recipient of any of the low income assistance programs identified below.
- (3) A Lifeline customer may subscribe to any local service offering available to other residential customers. Since the Lifeline credit is applicable to the primary residential connection only, it may not be applied to multiple lines in a package for local service.
- (4) Toll blocking, if elected, will be provided at no charge to the Lifeline subscriber.

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LOCAL EXCHANGE SERVICE

SECTION 6 – LIFELINE PROGRAM

Lifeline Program (Continued)

Regulations (Continued)

(A) General (Continued)

(5) No deposit will be required of a Lifeline customer who subscribes to toll blocking. If a Lifeline customer removes toll blocking prior to establishing an acceptable credit history, a deposit may be required. When applicable, advance payments will not exceed the connection and local service charges for one month.

(6) The Federal Universal Service Charge will not be billed to Lifeline customers.

(7) Lifeline subscriber's local service will not be disconnected for non-payment of regulated toll charges. Local service may be denied for non-payment of local calls. Access to toll service may be denied for non-payment of regulated tolls.

(8) At no time shall a customer's Lifeline rate go below zero.

6.3 Eligibility

(A) Customers are eligible if they participate in at least one of the following programs:

Federal Public Housing Assistance/Section 8
Supplemental Nutrition Assistance Program (SNAP)
Low Income Home Energy Assistance Program (LIHEAP)
Supplemental Security Income (SSI)
National School Lunch (free program only)
Temporary Assistance to Needy Families (TANF)
TennCare aka Medicaid

Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Tennessee Regulatory Authority for Lifeline eligibility certification.

(B) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

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LOCAL EXCHANGE SERVICE

SECTION 6 -- LIFELINE PROGRAM

Lifeline Program (Continued)

6.4 Certification

- (A) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Lifeline program by signing a document certifying under penalty of perjury that the customer participates in one of the Lifeline eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Lifeline credit will be provided on a going forward basis.

- (B) The Company reserves the right to periodically audit its records, working in conjunction with the appropriate state agencies, for the purpose of determining continuing eligibility. Information obtained during such audit will be treated as confidential information to the extent required under State and Federal laws. The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Lifeline plan.

- (C) When a customer is determined to be ineligible as a result of an audit, the Company will contact the customer. If the customer cannot provide eligibility documentation within 60 calendar days, the Lifeline credit will be discontinued.

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LOCAL EXCHANGE SERVICE

SECTION 6 – LIFELINE PROGRAM

Lifeline Program (Continued)

6.5 General

- (A) Lifeline is provided as a monthly credit on the eligible residential subscriber's access line bill for local service.
- (B) Service Charges are applicable for installing or changing Lifeline service.
- (C) Link-Up connection assistance may be available for installing or relocating Lifeline service.
- (D) The Service Change Charge is not applicable when existing service is converted intact to Lifeline.
- (E) The total Lifeline credit consists of one federal credit plus one (1) Company credit

(1) Federal credit

Monthly Credit

All programs, one per Lifeline service \$10.00

(2) Company credit

All programs, one per Lifeline service \$ 3.50

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LOCAL EXCHANGE SERVICE

SECTION 7 – LINK-UP PROGRAM

Link-Up

7.1 General

- (A) Link-Up is a program designed to increase the availability of telecommunications services to low income subscribers by providing a credit to the non-recurring installation and service charges to qualifying residential subscribers. Basic terms and conditions are in compliance with the FCC's Order on Universal Service in CC Docket 97-157, which adopts the Federal-State Joint Board's recommendation in CC Docket 96-45, which complies with the Telecommunications Act of 1996.
- (B) Link-Up is supported by the federal universal service support mechanism.
- (C) A federal credit amount of fifty percent (50%) of the non-recurring charges for connection of service, up to a maximum of thirty dollars (\$30.00), is available to be passed through to the subscriber.

7.2 Regulations

(A) General

- (1) Customers eligible under Link-Up are also eligible for monthly recurring assistance under the Lifeline program.
- (2) Link-Up connection assistance is available per household and is applicable to the primary residential connection only.
- (3) The Link-Up credit is available each time the customer installs or relocates the primary residential service.
- (4) To receive the credit, proof of eligibility must be provided within 30 days after installation of service.
- (5) The total tariffed charges for connecting service, including service and other installation charges, are considered in the credit calculation.

ISSUED: March 4, 2010

EFFECTIVE: April 1, 2010

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LOCAL EXCHANGE SERVICE

SECTION 7 – LINK-UP PROGRAM

Link-Up (Continued)

Regulations (Continued)

(B) Eligibility

- (1) To be eligible for a Link-Up credit, a customer must be a current recipient of any one of the low income assistance programs set forth below:

Federal Public Housing Assistance/Section 8
Supplemental Nutrition Assistance Program (SNAP)
Low Income Home Energy Assistance Program (LIHEAP)
Supplemental Security Income (SSI)
National School Lunch (free program only)
Temporary Assistance to Needy Families (TANF)
TennCare aka Medicaid

Additionally, a customer with total gross annual income that does not exceed 135% of the federal poverty income guidelines may apply directly to the Tennessee Regulatory Authority for Link-Up eligibility certification.

- (2) All applications for service are subject to verification with the state agency responsible for administration of the qualifying program.

(C) Certification

- (1) Proof of eligibility in any of the qualifying low income assistance programs should be provided to the Company at the time of application for services; or eligible Lifeline subscribers may enroll in the Link-Up program by signing a document certifying under penalty of perjury that the customer participates in one of the Link-Up eligible programs and identifying the qualifying program. When eligibility documentation is provided subsequent to installation, the Link-Up feline credit will be provided on a going forward basis.

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LOCAL EXCHANGE SERVICE

- (2) The use or disclosure of information concerning enrollees will be limited to purposes directly connected with the administration of the Link-Up plan.

7.3 Rates and Charges

- (A) The federal credit available for a Link-Up connection is thirty dollars (\$30.00) maximum or fifty percent (50%) of the installation and service charges from this Tariff, whichever is less.

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