

**MILLER  
ISAR** INC.  
TRUSTED ADVISORS

ANDREW O. ISAR

4423 POINT FOSDICK DRIVE, NW  
SUITE 306  
GIG HARBOR, WA 98335  
TELEPHONE: 253.851.6700  
FACSIMILE: 866.474.3630  
WWW.MILLERISAR.COM

Via Overnight Delivery and Electronic Mail

April 21, 2009

Chairman Eddie Roberson  
c/o Sharla Dillon  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

filed electronically on 04/22/09

Dear Chairman Roberson:

Enclosed for filing with the Tennessee Regulatory Authority ("Authority") are an original and four (4) copies of Silv Communication Inc.'s ("Silv") *Application for Certificate to Provide Resell Telecommunications Services in Tennessee*. With this application, Silv proposes to provide non-facilities-based interexchange services throughout the State of Tennessee. A \$50.00 filing fee is also enclosed. A redacted electronic copy has been sent to Ms. Dillon via electronic mail today.

Silv respectfully requests that financial statements at Appendix D, and the Officer's home address and telephone number at Appendix G be treated as confidential. These Appendices have been filed under confidential seal accordingly.

Please acknowledge receipt of this filing by file stamping and returning the additional copy of this transmittal letter in the self-addressed, postage prepaid envelope enclosed for this purpose.

Thank you for your attention to this matter. Questions and communications regarding this matter should be addressed to the undersigned

Sincerely,

MILLER ISAR, INC.

  
Andrew O. Isar

Enclosures

Regulatory Consultants to  
Silv Communication Inc.

006689

**MILLER  
ISAR**  
REGULATORY AUTHORITY

7801 S. ANNE AVENUE, SUITE 240  
EDGEMOND, WASHINGTON 98539  
TELEPHONE: 206.851.8700  
FACSIMILE: 206.851.8474  
WWW.MILLERISAR.COM

KEYBANK NATIONAL ASSOCIATION

19-57-1250

4/21/2009

PAY

TO THE

ORDER OF

Tennessee Regulatory Authority

\$ \*\*50.00

Fifty and 00/100\*\*\*\*\*

DOLLARS

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

*Andrew O. J.*  
AUTHORIZED SIGNATURE

MEMO

Silv Communication Inc.

⑈006689⑈ ⑆125000574⑆ 471451003860⑈

MILLER ISAR, INC.

Tennessee Regulatory Authority  
Filing Fees

TN IXC App Filing Fee

4/21/2009

006689

50.00

1 Key Bank

Silv Communication Inc.

50.00

MILLER ISAR, INC.

Tennessee Regulatory Authority  
Filing Fees

TN IXC App Filing Fee

4/21/2009

006689

50.00

1 Key Bank

Silv Communication Inc.

50.00

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE  
SECTION A**

Application is hereby made for a certificate of authority pursuant to TRA Rule 1220-4-2-.57 to provide telecommunications services in the State of Tennessee.

**Part I : General Information**

A. Name of Applicant Silv Communication Inc.  
Full exact name of person, corporation, partnership, sole proprietorship, or other entity, for which application is made.  
Silv Communication Inc.  
Legal name of applicant, if different from above.  
3460 Wilshire Boulevard, Suite 1103, Los Angeles, California 90010  
Address City State Zip

Tenn. Secretary of State Certificate of Authority ID 0591036

Federal Taxpayer ID Number 95-4865712

Any trade name(s), assumed name(s) or fictitious name(s) used by applicant:

None

If applicant has affiliate(s) engaged in providing telecommunications services, provide the above requested information for each affiliate(s), as well as for the applicant.

Address Applicant maintains no affiliates City   
State  Zip Code  Phone No. ( ) - -  
(Use additional pages if necessary)

**\*\*\*IMPORTANT INFORMATION\*\*\***

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information on all parts of this application as well as for the applicant. Provide this information on a separate attachment, if necessary.

**THIS SECTION FOR TRA USE ONLY**

Docket Number. \_\_\_\_\_

Company ID Number \_\_\_\_\_  
Date Approved \_\_\_\_\_  
Evaluator \_\_\_\_\_

- B. Describe other businesses or business transactions, if any, at the same location as the principal business address:

None

- C. Provide the name, business address and a chronological summary of the employment history and business experience over the preceding eight years of:

- (a) The proprietor, if the applicant is an individual;
- (b) Every member, if the applicant is a partnership;
- (c) Each Executive Officer, Director and each Key Stockholder if the applicant is a joint stock association or a corporation. (Note: If the applicant is a publicly traded corporation or a subsidiary of such a corporation it does not need to provide this information.)
- (d) Any person in a position to exercise control over or direction of, the business of the applicant, regardless of the form of organization of the applicant.

Information to be included:

NAME TITLE

BUSINESS ADDRESS

PHONE NO.

EMPLOYMENT HISTORY (with details of duties/responsibilities for each position held)

**Provide the above requested information on separate attachments.**

- D. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business whose authority to transact business was denied, revoked or suspended by a state or federal regulatory or law enforcement entity?

☐ Yes ☐ No If yes, please explain fully.

- E. Has the Tennessee Regulatory Authority, or any other agency of the State of Tennessee, any federal agency or any agency of any other state ever initiated a regulatory action or order against the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust)?

☐ Yes ☐ No If yes, please explain fully.

- (1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust), been enjoined or restrained by order by any court or state or federal regulatory or law enforcement entity from engaging in any conduct or practice related to the telecommunications business?

☐ Yes ☐ No If yes, please explain fully.

- F. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state?

☐ Yes ☐ No If yes, please explain fully and describe the circumstances. (Use additional pages if necessary)

- G. Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been convicted of any crime or crimes, or charged in court with any fraudulent or dishonest acts in any transaction of any kind, or confined in any penal institution? If so, list such persons, give details, state results and final outcome. **(Use additional pages if necessary)**

(1) Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, L.L.C. members, directors, officers, five percent (5%) or more shareholders or beneficiaries (of a trust) been indicted, convicted, pled guilty or pled nolo contendere to a felony in Tennessee or elsewhere?

☐ YES ☒ NO If yes, please explain fully.

- H. Name and telephone number of contact person authorized to respond to Authority inquiries regarding company operations Monday through Friday.

Name Phone No. Fax No.

(800)  e-mail Address

(1) Name and telephone number of contact person authorized to respond to Authority inquiries regarding this filing Monday through Friday.

Name Phone No. Fax No.

(800)  e-mail Address

- I. List a toll-free telephone number and mailing address that consumers can call or write to report service problems and/or request refunds or adjustments.

PHONE NUMBER ALTERNATE PHONE NUMBER  
  
ADDRESS CITY ST ZIPCODE

- (J) Provide the name and address of the registered agent for service of process:

- (K) Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location: (use additional sheets if necessary)

Part II:

- A. Check the type of telecommunication services you plan to provide in Tennessee.

☒ Resell Interexchange long distance services

☐ Operator Services

☐ Resell local services

☐ Other (describe)

- B. If providing operator services, list company name, address and contact person for all reseller carriers you serve in Tennessee. **Provide the above information on Appendix I.**

- C. List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)

Please refer to supplemental responses at Appendix H.

For the above states, list the number and types of complaint(s) filed against applicant, and the complaint(s)' current status. Provide this information on a separate attachment, if necessary.

Please see Appendix J

If applicant has affiliate(s) or parent company, or constituency corporations, engaged in providing telecommunications services, or operating under any trade name, assumed name or fictitious name used by the above, provide the above requested information for all as well as for the applicant. Provide this information on a separate attachment, if necessary.

- D. List any states that the applicant or any affiliate, parent company, or constituency corporation operating under any trade name, assumed name, or fictitious name, has been denied authority to provide service. (Use additional pages if necessary)

In no instance has a state denied or rejected Applicant's authority to provide service.

- E. Areas in Tennessee to be served.

Statewide

- F. What type of customers will the applicant serve?

a. Business ☒

b. Residential ☒

c. Aggregators ☐

(e.g. Hotels, Payphones)

d. Other (specify)

- G. Does the applicant allow a property imposed fee (PIF) to be added to the price of intrastate telephone calls over its network? If yes, specify amount. No

- H. Are your prices for intrastate services plus any PIF equal to or less than the dominant carriers' price for similar services? Yes ☒ No ☒

- I. Describe the type of services and price that the applicant will be offering in Tennessee on the Informational Tariff Form found in Appendix II<sup>1</sup>.

- J. What is the applicant's 10XXX or 800 access code, if applicable? None

- K. Does the applicant now have or plan to have any telecommunication's facilities (e.g. switches, fiber lines) in Tennessee?

No, Applicant will remain a non-facilities-based provider.

<sup>1</sup>Applicant is required to fill out an Informational Tariff form. Failure to fill out this form will cause the applicant's request to be rejected.

- L. Whose facility-based network(s) will the applicant be reselling?

Level 3 Communications, Inc.

- M. Will the applicant be utilizing the local telephone company's billing system or billing customers directly<sup>1</sup>? Applicant will use incumbent local exchange carrier billing.

- N. Describe briefly how the applicant plans to market their services in Tennessee?

Sily will be Marketing through independent sales agents.

- O. If independent telemarketers are to be used, list the name, contact person, address phone number and federal taxpayer ID for each company

Nationwide Marketing 200 Pine Avenue, Ste. 514, Long Beach, CA 90802

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE
						562.256.9933

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE

COMPANY NAME	CONTACT	ADDRESS	CITY	ST	ZIP	PHONE

- P. Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.

Applicant strictly adheres to the Federal Communications Commission's regulations governing account verification, 47 C.F.R. Section 64.1100 et. seq. Applicant specifically engages in the use of third party verification and further sends letters confirming new account transfers to new subscribers.

- Q. Applicant has the ability and agrees to honor the form of call blocking that the consumer has subscribed to with their local telephone company. Yes ☒ No ☐

- R. Applicant gives permission to the local telephone company to provide the Authority a periodic sample of the reseller's intrastate toll calls. The purpose of this analysis is to audit the reseller's rates to assure they are at or below the dominant carrier's tariffed rates. Yes ☐ No ☐

- S. Is the Applicant aware of the requirement to insure that any telephone call made between two points in the same county in Tennessee shall be classified as toll-free and not billed to any customer pursuant to Tennessee Code Annotated § 65-21-114? Yes ☒ No ☐

- T. Is the Applicant aware of the TAR Code data base maintained by BellSouth, its use to insure compliance with T.C.A. § 65-21-114 and the procedures used to enter telephone numbers in that data base? Yes ☒ No ☐

- U. How does the Applicant intend to comply with T.C.A. § 65-21-114? In your response, please explain technically, what procedures the Applicant will use to insure it will not bill for any county wide calls in Tennessee. Use additional pages if necessary.  
Applicant will rely on its underlying carrier to ensure compliance with T.C.A. § 65-21-114.

<sup>1</sup>A copy of a bill is required if the applicant is going to bill the customer directly.

**Part III: Organization Structure**

**A. Applicant's organizational structure**

☒ Corporation

☐ Publicly Traded Corporation

☐ Subsidiary of a Publicly Traded Corporation

☐ Limited Liability Corporation **Attach a copy of the articles of organization and operating agreement along with amendments.**

☒ Other Form of Corporation

List type C (Example S Corporation)

**Attach a copy of the charter, bylaws and/or certificate of incorporation.**

☐ Association

**Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State**

☐ Joint Stock Association

**Attach a copy of the charter, bylaws and/or certificate of incorporation and Letter of Authorization from Tennessee Secretary of State.**

☐ Trust

**Attach a copy of the trust agreement and Letter of Authorization from Tennessee Secretary of State.**

☐ Individual

**Attach a copy of the Letter of Authorization from Tennessee Secretary of State**

**SECTION (a)-(g) is to be completed if applicant is a Corporation Association or Trust**

(a) The date and state of formation/incorporation:

(1) Parent Company, if applicable

(b) Attach a certificate of good standing from the state in which the applicant was incorporated/formed.

(1) Attach a copy of Certification of Authority issued by Tennessee Secretary of State showing corporation's authority to engage in business in Tennessee.

(d) Describe the corporate structure of the applicant, including the identity of any parent or subsidiary of the applicant. Disclose whether any parent or subsidiary is publicly traded on any stock exchange.

(e) Provide the history of material litigation and criminal convictions of every current director, executive officer, or key shareholder of the applicant for the ten-year period prior to the date of this application.

(f) If applicable, attach a copy of the instrument creating the trust and all amendments thereto:

**B. ☐ Proprietorship**

☐ Partnership



- ☐ General Attach a copy of the partnership agreement along with any amendments.
- ☐ Limited Attach a copy of the certificate of limited partnership and the partnership agreement along with any amendments.
- ☐ Other (Explain on separate sheet)

All of the above will be required to submit a valid business license.

- (a) Identify the place and date of the applicant's qualifications to provide telecommunications services in this state.
- (b) List the full name, social security number and address of the owners, if a sole proprietorship, or all partners identifying the percentage of ownership:  
**ATTACH ADDITIONAL PAGES AS NECESSARY**

C. Number of employees: 10

Employer Identification Number (E.I.N.) 95-4865712

**Part IV: Financial Information**

A. Address where business records are kept: 3460 Wilshire Boulevard, Suite 1103  
street

Los Angeles,	California	90010	213.381.7999
CITY	STATE	ZIP CODE	PHONE NUMBER

B. Attach a copy of the applicant's most recent unconsolidated and consolidated audited financial statements for the immediately preceding three-year period. Provide in detail the applicant's financial condition, including balance sheet and income statement, or a copy of IRS form 1120 or 1065 filed by your business for the previous year. Attach, if available, a copy of your company's 10K and/or stockholder reports.

(1) Fiscal year end: Month December Day 31

(2) Date of most recent audited, unconsolidated financial statement of Applicant:  
Applicant does not maintain audited financial statements

(3) If applicable, name and address of independent certified public accountant:


(4) Period covered by financial statement attached: year to date 2008 

C. Does the applicant currently have an internal auditor and/or internal audit program? None

If so, Name of internal auditor  

D. If applicable, provide a history of applicant's material litigation and criminal convictions for the ten-year period prior to the date this application is made. Material litigation is defined as any litigation that, according to generally accepted accounting principles, is deemed significant to a person's financial health and would be required to be referenced in annual audited financial statements, reports to shareholders or similar documents.

Part VI: Rule Compliance Agreement

- A. Attach a copy of a Small and Minority-Owned Telecommunications Business Participation Plan Pursuant to Tennessee Code Annotated § 65-5-212.
- B. Have you read and understand the Tennessee Regulatory Authority's (TRA) Rules and Regulations for Resellers, 1220-4-2 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* in its entirety?  
☒ Yes ☐ No
- C. Do you understand the penalties for non-compliance, and all associated fees to provide such service? ☒ Yes ☐ No

Mail the completed application and a check for \$50.00 to: Tennessee Regulatory Authority, P.O. Box 198907, Nashville, TN 37219-8907. Should you have any questions, call (615) 741-7489, ext. 163.

The Reseller or Operator Service Provider applicant, hereby, affirms the following:

Will comply with the TRA Reseller Rules and all other applicable Authority Rules and state laws, including T.C.A. Section 65-5-206 located at the TRA's website <http://www.state.tn.us/tra> *electronic fileroom* under the External Site of Lexis Law Publishing.

**Having been duly sworn, and under the penalties of perjury, I hereby certify that the representations in this RESELLER APPLICATION and all attachments and appendices are true and correct to the best of my knowledge and belief. I further understand that omissions or inaccuracies may result in denial of the APPLICATION and grounds for revocation of Certificate of Authority.**

For Individual and Partners:

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

_____ Signature	_____ Signature
_____ PRINTED NAME	_____ PRINTED NAME

For Corporations  
and Other Organizations

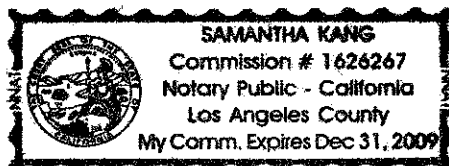
BY: Silv Communication Inc.  
(NAME OF CORPORATION)  
SK. Golam Ahia  
SIGNATURE  
SK Golam Ahia  
PRINTED NAME  
President  
Title

ATTEST:

\_\_\_\_\_  
Title

On this the 27th day of JANUARY, 2009 before me, a Notary Public  
SK. GROLAM AHIA

known to me to be the person(s) named in, and who executed the foregoing application, being duly sworn according to law, deposes and says that the statements and representations set forth in the above application are true and correct to the best of his/her knowledge and belief.



Samantha Kang  
Notary Public

seal

## Appendix I

Reseller Name	Address	Contact Person	Phone Number
Inapplicable. Applicant will not be providing operator services.			

**Appendix II**  
**Informational Tariff Sheet**

<u>Description of Service</u>	<u>Applicant proposed Price change to consumer</u>	<u>Dominant Carriers<sup>3</sup> Price for similar service</u>
1. Please refer to page 30 of attached proposed tariff. No corresponding services are available through dominant local exchange carriers.		
2.		
3.		

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<sup>3</sup>Dominant Carrier (South Central Bell or AT&T, whichever is appropriate). A copy of these companies' rates are found on Appendix V.

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE**

**Appendices**

<u>Appendix</u>	<u>Document</u>
A	Evidence of Authority to Transact Business in Tennessee
B	Articles of Incorporation
C	Proposed Tariff
D	CONFIDENTIAL Financial Statements
E	Surety Bond
F	Small and Minority Owned Telecommunications Business Participation Plan
G	List of Officer and Employment History
H	Supplemental Responses
I	IntraLATA Toll Dialing Parity Plan
J	Regulatory Action

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE**

**Appendix A**

Evidence of Authority to Transact Business in Tennessee  
(Attached)

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

DATE: 11/25/08  
REQUEST NUMBER: 6402-1466  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 11/25/08 1048  
EFFECTIVE DATE/TIME: 11/25/08 1048  
CONTROL NUMBER: 0591036

TO:  
CFS  
8161 HWY 100 172  
NASHVILLE, TN 37221

RE:  
SILV COMMUNICATION 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: 11/25/08

FROM:  
CAPITAL FILING SERVICE (CFS)  
8161 HIGHWAY 100  
#172  
NASHVILLE, TN 37221-0000

FEES  
RECEIVED: \$600.00 \$0.00  
TOTAL PAYMENT RECEIVED: \$600.00

RECEIPT NUMBER: 00004499443  
ACCOUNT NUMBER: 00101230



SS-4458

*Riley C. Darnell*


RILEY C. DARNELL  
SECRETARY OF STATE



RECEIVED  
STATE OF TENNESSEE  
2008 NOV 25 AM 10:48

55

6402-1450

<p><b>State of Tennessee</b></p>  <p><b>Department of State</b> Corporate Filings 312 Eighth Avenue North 6th Floor, William L. Snodgrass Tower Nashville, TN 37243</p>	<p><b>SECRETARY OF STATE</b></p> <p><b>APPLICATION FOR</b> <b>CERTIFICATE OF AUTHORITY</b> <b>(FOR PROFIT)</b></p>	<p><small>For Office Use Only</small></p> <p><b>FILED</b></p>				
<p>Pursuant to the provisions of Section 48-25-103 of the Tennessee Business Corporation Act, the undersigned corporation hereby applies for a certificate of authority to transact business in the State of Tennessee, and for that purpose sets forth:</p>						
<p>1. The name of the corporation is <u>Silv Communication Inc.</u> "If different, the name under which the certificate of authority is to be obtained is _____"</p>						
<p>[NOTES: The Secretary of State of the State of Tennessee may not issue a certificate of authority to a foreign corporation for profit if its name does not comply with the requirements of Section 48-14-101 of the Tennessee Business Corporation Act. "If obtaining a certificate of authority under a different corporate name, an application for registration of an assumed corporate name must be filed pursuant to Section 48-14-101(d) with an additional \$20.00 fee.]</p>						
<p>2. The state or country under whose law it is incorporated is <u>California</u></p>						
<p>3. The date of its incorporation is <u>06/04/2001</u> (must be month, day, and year), and the period of duration, if other than perpetual, is <u>perpetual</u></p>						
<p>4. The complete street address (including zip code) of its principal office is <u>3460 Wilshire Blvd., Suite 1103, Los Angeles, CA 90010</u></p> <table border="0" style="width: 100%;"><tr><td style="width: 33%;">Street</td><td style="width: 33%;">City</td><td style="width: 33%;">State/Country</td><td style="width: 10%;">Zip Code</td></tr></table>			Street	City	State/Country	Zip Code
Street	City	State/Country	Zip Code			
<p>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 <u>1900 Church Street, Suite 400, Nashville, TN 37203</u></p> <table border="0" style="width: 100%;"><tr><td style="width: 33%;">Street</td><td style="width: 33%;">City</td><td style="width: 33%;">State/Country</td><td style="width: 10%;">Zip Code</td></tr></table> <p>Registered Agent <u>National Registered Agents, Inc.</u></p>			Street	City	State/Country	Zip Code
Street	City	State/Country	Zip Code			
<p>6. The names and complete business addresses (including zip code) of its current officers are: (Attach separate sheet if necessary.)</p> <p><u>SK Golam Ahia - 307 S. Reno St., Los Angeles, CA 90057</u></p> <p><u>MD Aminur Rahman - 535 S. Kanmore, Los Angeles, CA 90020</u></p> <p><u>Elena Zapada - 3460 Wilshire Blvd., Suite 1103, Los Angeles, CA 90010</u></p>						
<p>7. The names and complete business addresses (including zip code) of its current board of directors are: (Attach separate sheet if necessary.)</p> <p><u>SK Golam Ahia - 307 S. Reno St., Los Angeles, CA 90057</u></p> <p><u>MD Aminur Rahman - 535 S. Kanmore, Los Angeles, CA 90020</u></p>						
<p>8. If the corporation commenced doing business in Tennessee prior to the approval of this application, the date of commencement (month, day and year) _____</p>						
<p>9. The corporation is a corporation for profit.</p>						
<p>10. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date/time is _____ (date), _____ (time). [NOTE: A delayed effective date shall not be later than the 90th day after the date this document is filed by the Secretary of State.]</p>						
<p>[NOTE: This application must be accompanied by a certificate of existence (or a document of similar import) duly authenticated by the Secretary of State or other official having custody of corporate records in the state or country under whose law it is incorporated. The certificate shall not bear a date of more than two (2) months prior to the date the application is filed in this state.]</p>						
<p><u>11-20-08</u> Signature Date</p> <p>_____ President</p> <p>_____ Signer's Capacity</p>	<p><u>Silv Communication Inc.</u> Name of Corporation</p> <p><u>SK Golam Ahia</u> Signature</p> <p><u>SK Golam Ahia</u> Name (typed or printed)</p>					
<p>SS-4491 (Rev. 4/01)      Filing Fee: \$800      RDA 1678</p>						

State of California  
Secretary of State

CERTIFICATE OF STATUS

RECEIVED  
STATE OF CALIFORNIA

2008 NOV 25 AM 10:48

SECRETARY OF STATE

ENTITY NAME:

SILV COMMUNICATION INC.

FILE NUMBER: C2313817  
FORMATION DATE: 06/04/2001  
TYPE: DOMESTIC CORPORATION  
JURISDICTION: CALIFORNIA  
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to exercise  
all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of November 21, 2008.

*Debra Bowen*

DEBRA BOWEN  
Secretary of State

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE**

**Appendix B**

Articles of Incorporation  
(Attached)

Applicant is a privately-held, Subchapter "C" corporation organized under the Laws of the State of California. Applicant is not owned by a parent corporation, nor does Applicant maintain subsidiaries.

State of California  
Secretary of State

**CERTIFICATE OF STATUS  
DOMESTIC CORPORATION**

I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That on the 4th day of June, 2001, SILV COMMUNICATION INC. became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great Seal  
of the State of California this day of  
January 12, 2006.



A handwritten signature in cursive script, reading "Bruce McPherson".

BRUCE McPHERSON  
Secretary of State

## State of California

SECRETARY OF STATE



4. JOHN J. HARRIS, Secretary of State of the State of California,  
hereby certifies:

That the attached transcript of \_\_\_\_\_ page(s) was  
reproduced by and in this office from the record on file, of  
which it purports to be a copy, and that it is full, true  
and correct.

IN WITNESS WHEREOF, I execute this  
 Certificate and affix the Great Seal of  
 the State of California this day of

MAR 1 2002

Bill Jones



2313517

**FILED**  
In the Office of the Secretary of State  
of the State of California

JUN 4 2001

## ARTICLES OF INCORPORATION

  
BILL JONES, Secretary of State

I  
The name of this corporation is Sily communication Inc.

### II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the GENERAL CORPORATION LAW of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations code.

### III

The name and address in the State of California of this corporation's initial agent for service of process is:

Name MD. Aminur Rahman

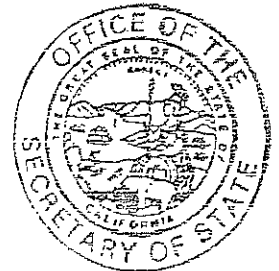
Address 3440 Wilshire Blvd., Suite # 807


City LOS ANGELES

State CALIFORNIA Zip 90010

### IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.



  
MD. Aminur Rahman  
(Typed Name of Incorporator, Incorporator)

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE**

**Appendix C**

Proposed Tariff  
(Attached)

REGULATIONS AND SCHEDULE OF CHARGES  
APPLYING TO  
INTEREXCHANGE INTERLATA AND INTRALATA TOLL SERVICES  
WITHIN THE STATE OF TENNESSEE

Provided by

**Silv Communication Inc.**  
**3460 Wilshire Boulevard, Suite 1103**  
**Los Angeles, CA 90010**

This tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by Silv Communication Inc. ("Silv") within the State of Tennessee. This tariff is on file with the Tennessee Regulatory Authority ("Authority") and is in concurrence with all applicable state and federal laws. Copies may be inspected during normal business hours at the Company's principal place of business: 3460 Wilshire Boulevard, Suite 1103, Los Angeles, CA 90010.

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Issued:

Issued By:

SK Golam Ahia  
Silv Communication Inc.  
3460 Wilshire Boulevard, Suite 1103  
Los Angeles, CA 90010  
213.381.7999

Effective Date:



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**CHECK SHEET**

The Title Sheet and remaining pages of this Tariff are effective as of the date shown at the bottom of the respective sheets(s). Revised sheets as named below contain all changes from the original filing that are in effect on the date listed.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
Title	Original		
1	Original	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original		
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25	Original		

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**CONCURRING CARRIERS**

None

**CONNECTING CARRIERS**

None

**OTHER PARTICIPATING CARRIERS**

None

**EXPLANATION OF SYMBOLS**

- (C) To signify all other **Changes**
- (D) To signify a rate **Decrease**
- (I) To signify a rate **Increase**
- (M) To signify material **Moved** in the Tariff
- (N) To signify a **New** rate or regulation
- (R) To signify a rate **Reduction**
- (T) To signify a change in **Text** but no change in rate or regulation

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**TARIFF FORMAT**

- A. **Sheet Numbering** – Sheet numbers appear in the upper right corner of the sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** – Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Authority. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Authority follows in their tariff approval process, the most current sheet number on file with the Authority is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** – There are four levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.1.
- D. **Check Sheets** – When a tariff filing is made with the Authority, 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 if a particular sheet is the most current on file with the Authority.

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**APPLICATION OF TARIFF**

- A. This tariff contains the descriptions, regulations and rates applicable to the furnishing of resold intraLATA and interLATA Toll Services within the State of Tennessee by Silv Communication Inc. Company's Service as set forth herein is provided exclusively in conjunction with Company's presubscribed interstate interexchange services, and is not otherwise available.
- B. This tariff is on file with the Tennessee Regulatory Authority ("Authority") and is in concurrence with all applicable state and federal laws and with the Tennessee Regulatory Authority's applicable Rules and Regulations and Orders. The rates, rules, terms and conditions contained herein are subject to change pursuant to the rules and regulations of the Authority.
- C. The rates and regulations contained in this Tariff apply only to the intrastate telecommunications Services furnished by Company and do not apply, unless otherwise specified, to the lines, facilities, or the services provided by a Local Exchange Carrier or other common Carrier for use in accessing the Services of Company. This Tariff does not cover any information service or other unregulated service offered by Company. Company will offer any information or other unregulated service in accordance with Company's current price list or contract, whichever applies to the particular customer.
- D. Company may not be deemed to have waived or impaired any right, power, requirement or option reserved by this Tariff (including, but not limited to, the right to demand exact compliance with every term and condition herein), by virtue of any custom or practice of Company at variance with the terms hereof, or any failure, refusal or neglect of Company to exercise any right under this Tariff or to insist upon exact compliance with its terms, or any waiver, forbearance, delay, failure or omission by Company to exercise any right, power or option hereunder.
- E. This tariff will be maintained and made available for inspection by any Customer at Company's principal business office at 3460 Wilshire Boulevard, Suite 1103, Los Angeles, CA 90010.

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## SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS

### Agency

For 911 or E911 service, the government agency(s) designated as having responsibility for the control and staffing of the emergency report center.

### Authority

Tennessee Regulatory Authority

### Authorized User

A person, corporation or other entity who is authorized by the Company's Customer to utilize service provided by the Company to the Customer. The Customer is responsible for all charges incurred by an Authorized User.

### Automatic Number Identification ("ANI")

A system whereby the calling party's telephone number is identified and sent forward with the call record for routing and billing purposes. E911 Service makes use of this system.

### Business Service

A service which conforms to one (1) or more of the following criteria:

- A. Used primarily for a paid commercial, professional or institutional activity; or
- B. The service is situated in a commercial, professional or institutional location, or other location serving primarily or substantially as a site of an activity for pay; or
- C. The service number is listed as the principal or only number for a business in any telecommunications directory; or
- D. The service is used to conduct promotions, solicitations, or market research for which compensation or reimbursement is paid or provided. However, such use of service, without compensation or reimbursement, for a charitable or civic purpose will not constitute a business use of service unless other criteria apply.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Called Station**

The terminating point of a call (i.e., the called number).

**Calling Card**

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

**Central Office**

An operating office of the Company where connections are made between telephone exchange lines.

**Change**

Includes the rearrangement or reclassification of existing service at the same location.

**Company**

Silv Communication Inc. ("Silv"), the issuer of this tariff.

**Credit Card**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Disconnect or Disconnection**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Credit Card**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer**

The person, firm, corporation or other entity which orders or uses service and is responsible for payment of charges and compliance with tariff regulation.

**Customer Premises Equipment (“CPE”)**

Equipment provided by the Customer for use with the Company's services. CPE can include a station set, facsimile machine, key system, PBX or other communication system.

**Disconnect or Disconnection**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Dual Tone Multi-Frequency (“DTMF”)**

The pulse type employed by tone dial station sets (touch tone).

**Exchange**

An area, consisting of one or more central office districts, within which a call between any two points is a local call.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Final Account**

A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

**Flat Rate Service**

The type of exchange service provided at a monthly rate with an unlimited number of calls within a specified primary calling area.

**Holidays**

Holidays include New Year's Day (January 1), Independence Day (July 4), Labor Day (the first Monday in September), Thanksgiving Day (the fourth Thursday in November), and Christmas Day (December 25).

**Interruption**

The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

**LATA**

Local Access and Transport Area. 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. 82-0192; or any other geographic area designated as a LATA in the NATIONAL EXCHANGE CARRIER ASSOCIATION, Inc. Tariff F.C.C. No. 4.

**Resale of Service**

The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

**Subscriber**

See "Customer" definition.

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**SECTION 1 – TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Suspension**

Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

**Toll Call**

Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

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## **SECTION 2 – RULES AND REGULATIONS**

### **2.1. UNDERTAKING OF COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Tennessee.
- 2.1.2. Company offers resold telecommunications services to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4. Request for service under this tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### **2.2. LIMITATIONS**

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or service and subject to the provisions of this tariff.
- 2.2.2. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.2. LIMITATIONS, Continued**

- 2.2.3. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.
- 2.2.4. The Company may, upon reasonable notice, make such tests and inspections as may be necessary to determine whether the terms and conditions of this tariff are being complied with in the installation, operation or maintenance of the Customer's or the Company's facilities or equipment.
- 2.2.5. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until this indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which it is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose 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. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.3. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.3. USE, Continued**

- 2.3.5. Recording of telephone conversations of service provided by the Company under this tariff is prohibited except as authorized by applicable federal, state and local laws.
- 2.3.6. Service will not be used to call another person so frequently or at such times of day or in any other manner so as to annoy, abuse, threaten or harass the called party.
- 2.3.7. Service will not be used in any manner which interferes with other persons in the use of their service, prevents other persons from using their service or otherwise impairs the quality of service to other Customers.
- 2.3.8. The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this tariff until the indebtedness is satisfied.

**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liabilities of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occur. For the purpose of computing such amount a month is considered to have thirty (30) days. In no event will the Company be responsible for consequential damages for lost profits suffered by a customer or end user as the result of interrupted or unsatisfactory service.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
  - B. Claims for patent infringement arising from combining or connecting Company's facilities with apparatus and systems of the Customer; and
  - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.4. Company is not liable for any defacement of, or damage to, the equipment or premises of a customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.5. Company shall not be liable for, and the Customer indemnifies and holds harmless from, any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, instituted or asserted by the Customer or by any other party of person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

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**SECTION 2 – RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature: storms, fire, flood, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the company or of any department, agency, Commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the company for the call giving rise to such dispute or claim, unless ordered by the Authority pursuant to Tennessee law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.9. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for the Customer's failure to fulfill its obligations to take all necessary steps, including 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 the Customer's agent, to the Company's network.
- 2.4.11. In the absence of gross negligence or willful misconduct, no liability for damages arising from errors, mistakes in or omissions of directory listings, or errors, mistakes or omissions of listings obtainable from the directory assistance operator, including errors in the reporting thereof, will attach to the Company.
- 2.4.12. The Company's liability arising from errors or omissions in directory listings will be limited to the amount of actual impairment to the Customer's service and in no event will exceed one-half (1/2) 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.
- 2.4.13. As part of providing any private listing or semi-private listing services, the Company will not be liable for failure or refusal to complete any call to such telephone when the call is not placed by dialing a number which includes the number of the party called. The Company will try to prevent the disclosure of unpublished listings, but will not be liable in any manner should such a number be divulged.
- 2.4.14. The Company will 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 will not be liable for any delays in commencing service to any Customer.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.5. EQUIPMENT AND FACILITIES**

- 2.5.1. The Company will not be responsible for the installation, operation or maintenance of any Customer-provided communications equipment. Where Customer-provisioned equipment is connected to the facilities furnished under this tariff, the responsibility of the Company will be limited to the furnishing of facilities offered pursuant to this tariff. Beyond this responsibility, the Company will 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 when performed by Customer-provided network control signaling equipment.
- 2.5.2. At the request of the Customer, installation or maintenance may be performed outside of 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 by the Company will apply. If installation or maintenance 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.

**2.6. CUSTOMER RESPONSIBILITIES**

- 2.6.1. The Customer is responsible for the payment of all charges for services furnished to the Customer and for all additional charges for calls the Customer elects to continue making.
- 2.6.2. The Customer is responsible for compliance with applicable regulations set forth in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.6. CUSTOMER RESPONSIBILITIES, Continued**

- 2.6.3. The Customer is responsible for establishing its identity as often as necessary during the course of the call or when seeking credits from the Company.

**2.7. INTERRUPTION OF SERVICE**

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service since the Customer has the option of using the long distance network via local exchange company access.
- 2.7.3. For purposes of credit computation for service, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.7.4. The subscriber shall be credited for an interruption of two hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.8. RESTORATION OF SERVICE**

- 2.8.1. The use and restoration of service in emergencies shall be in accordance with part 64, Subpart D of the Federal Communications Commission's Rules and Regulations on file with the Authority, which specifies the priority system for such activities.
- 2.8.2. When a Customer's service has been disconnected in accordance with this tariff and the service has been terminated through the completion of a Company service order, service will be restored only upon the basis of application for new service.

**2.9. MINIMUM SERVICE PERIOD**

- 2.9.1. The minimum service period is one month (30 days). The Customer must pay the regular listed rate for the service they subscribe to for the minimum period of service. If a Customer disconnects service before the end of the minimum service period, that Customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the Customer has met the minimum period of service obligation.
- 2.9.2. If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the Customer, the Customer is not obligated to pay for service for the remainder of the minimum period.
- 2.9.3. If service is switched over to a new Customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new Customer if the new Customer agrees in writing to accept them. For facilities not taken over by the new Customer, the original Customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.10. ACCESS TO CUSTOMER'S PREMISES**

The Customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the Customer or any joint user or Customer of the Customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

**2.11. PAYMENTS AND BILLING**

2.11.1. The Company will comply with the billing and collection practices set forth in Authority rules.

2.11.2. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer on not less than thirty (30) days' notice.

2.11.3. The Customer is responsible for the payment of all charges for services furnished to the customer. Charges are based on actual usage, and are billed monthly in arrears.

2.11.4. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, or the maximum allowable under state law and may be subject to additional collection agency fees.

2.11.5. Return check charges of \$20.00 may be applied in the event of a financial institution's return of a Customer's check.

2.11.6. The Company's billing invoices will be considered correct and binding upon the Customer if no notice is received from the Customer within forty five (45) days of the date of the invoice. (Billing inquiries may be made in writing, in person, or via telephone.) Adjustments to Customer's bills shall be made to the extent circumstances exist which reasonably indicate that such changes are appropriate. Upon receipt of a billing inquiry, charges involved in the disputed element(s) of the invoice will be temporarily suspended pending resolution of the dispute. The

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customer, however, remains responsible for the timely payment of the non-disputed elements of the invoice.

## SECTION 2 - RULES AND REGULATIONS, Continued

### 2.11. PAYMENTS AND BILLING, Continued

2.11.5. Billing disputes should be addressed to Company's Customer service organization via the Company's toll-free telephone number, 888.723.2199. Customer service representatives are available from 9:00 a.m. to 5:00 p.m. Pacific Time. Messages may be left for Customer services from 5:01 p.m. to 8:59 a.m. Pacific Time, which will be responded to on the next business day.

2.11.7. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, Customers who are not satisfied with the Company's handling of a dispute may contact the Authority at the following address and telephone number:

Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505  
Telephone: 1 (800) 342-8359  
TTY: 1 (888) 276-0677

Also see:

<http://www.state.tn.us/tra/consumerfiles/CSDhowtofileacomplaint.htm>

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. CANCELLATION BY CUSTOMER**

- 2.12.1. Business Customers may cancel local service by providing written notice to Company at least thirty (30) days prior to cancellation. Residential Customers may cancel local service by providing written or oral notice to Company at least five (5) days prior to cancellation. Customers may cancel interexchange service by subscribing to another presubscribed interexchange carrier.
- 2.12.2. Customer is responsible for usage charges while still connected to the Company's service and the payment of associated local exchange company charges, if any, for service charges.
- 2.12.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some the period mutually agreed with the Customer for the non-recoverable portions of expenditures; or
  - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
  - C. If based on an order for service and construction has either begun or has been completed, but no service provided.
- 2.12.4. The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of Carrier-provided equipment and any expenses required for repair or replacement of damaged equipment.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.13. CANCELLATION BY COMPANY**

- 2.13.1. Company reserves the right to immediately discontinue furnishing the service to Customers:
- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the utility, to the utilities equipment, to the public or to employees of the utility; or
  - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
  - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
  - D. For unlawful use of the service or use of the service for unlawful purposes; or
  - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.13.2. Company may discontinue service according to the following conditions upon fifteen (15) days written notice via first-class U.S. mail, followed by a second written notice five (5) days prior to discontinuance of service, under the following circumstances:
- A. For violation of Company's filed tariff.
  - B. For the non-payment of any proper charge as provided by Company's tariff in accordance with the terms of a deferred payment agreement.
  - C. For Customer's breach of the contract for service between the utility and Customer.
  - D. When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.13. CANCELLATION BY COMPANY, Continued**

- 2.13.3. Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:
- 2.13.3.1. The use of facilities or service of the Company without payment of tariff charges; or
  - 2.13.3.2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons; or
  - 2.13.3.3. The use of profane or obscene language; or
  - 2.13.3.4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls.
- 2.13.4. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.13.5. The Company may refuse to permit collect calling, calling card, third number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.13. CANCELLATION BY COMPANY, Continued**

2.13.6. The Company may discontinue service without notice in the event of:

- 2.13.6.1. Customer use of equipment in such a manner as to adversely affect the Company's service to others. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal complaint with the Authority.
- 2.13.6.2. Customer's tampering with the equipment or services owned by the Company or its agents. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal complaint with the Authority.
- 2.13.6.3. Customer's unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use. Within twenty-four (24) hours after such termination, the utility shall send written notification to the Customer of the reasons for termination or refusal of service upon which the utility relies, and of the customer's right to challenge the termination by filling a formal complaint with the Authority.

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**SECTION 2 - RULES AND REGULATIONS, Continued****2.14.      ADVANCED PAYMENTS AND DEPOSITS**

The Company does not require from any Customer a minimum cash deposit or other guaranty to secure payment of bills.

**2.15      INTERCONNECTION**

- 2.15.1.    The Customer shall secure all licenses, permits, rights-of-way and other arrangements necessary for interconnection with the Company. In addition, the Customer shall ensure that its equipment and/or system or that of its agent is properly interfaced with the Company's service and 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. If the Customer or its agent fails to properly maintain and operate its equipment and/or system of that of its agent, the Company may, upon written request, require the use of protective equipment at the Customer's expense.
- 2.15.2.    Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.15.3.    Interconnection between 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 Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way, and other such arrangements necessary for interconnection.

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**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.16. FULL FORCE AND EFFECT**

Should any provision or portion of this tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this tariff will remain in full force and effect.

**2.17. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of services for any monthly period.

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**SECTION 3 - SERVICES****3.1. INTEREXCHANGE TELECOMMUNICATIONS SERVICES**

- 3.1.1. Company offers a switched access, Outbound (1 + dialing) InterLATA and IntraLATA service which allows a Customer to establish a communications path between two stations by using uniform dialing plans. Calls are routed over the Company's underlying carrier network and Company switching facilities. Calls are billed in increments with minimum billing increments as specified. Fractional billed amounts are rounded up to the next whole cent.

**3.2. APPLICATION OF RATES****3.1.1. Timing of Calls**

- 3.1.1.1. The Customer's usage charge is based on the actual usage of Company's Service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer and termination is determined by hardware supervision in which the distant local telephone company sends or ends an supervision signal to Company's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.1.2. Unless otherwise stated in this Tariff, the minimum call duration for billing purposes is one minute with one minute billing increments thereafter.
- 3.1.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.1.4. There is no billing for incomplete calls.

**3.1.2. Service Areas**

- 3.1.2.1. Unless otherwise specified in this tariff, Company's interexchange Service area is statewide.
- 3.1.2.2. Company's description of service area in no way compels Company to provide any Service in an area where facilities or other extenuating factors limit Company's ability to provide Service.

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**SECTION 3 – SERVICES, Continued****3.2 PROMOTIONAL OFFERINGS**

Company may, from time to time, make promotional offerings of its Services, which may include waiving or reducing the applicable charges for the promoted Service. The promotional offerings will have an ending date within one year. All promotional offerings will be filed with the Authority for Tariff approval.

**3.3. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

**3.4. COUNTY-WIDE CALLING**

Pursuant to Tenn. Code Ann. § 65-21-114, all calls originating and terminating within the same county are toll free.

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**SECTION 4 – RATES****4.1. INTEREXCHANGE SERVICE CHARGES**

Monthly service charges per account are based on the following schedule:

**4.1.1. Basic Long Distance**

Initial 30 seconds	\$0.090
Each additional 30 seconds	\$0.090

**4.1.2. Switched Access Service - InterLATA**

Initial 30 seconds	\$0.045
Each additional 30 seconds	\$0.045

**4.1.3. Switched Access Service - IntraLATA**

Initial 30 seconds	\$0.075
Each additional 30 seconds	\$0.075

**4.1.4. Unlimited Plan**

Customers receive unlimited intrastate, interstate, and Canada calls under a single recurring monthly charge per line.

Unlimited Plan, initial line, per month	\$29.95
Unlimited Plan, each additional line, per month	\$24.95

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**SECTION 4 – RATES, Continued****4.2. MISCELLANEOUS FEES AND SURCHARGES****4.2.1. Monthly Service Fee**

Service Fee, Per Month \$4.99

**4.2.2. Primary Interexchange Carrier Change Charge**

Charge, per change \$5.95

**4.2.3. Late Payment Penalty**

Bills not paid within thirty (30) days after the date of posting are subject to a payment charge of 1.5% on the unpaid balance, and may be subject to additional collection agency fees.

**4.2.4. Returned Check Charge**

A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

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**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE**

**Appendix D**

**CONFIDENTIAL Financial Statements  
(Attached)**

**PLEASE TAKE NOTICE:** Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature, and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, the Applicant requests that the Commission treat Applicant's Balance Sheet and Income Statement as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.



**APPLICATION FOR CERTIFICATE  
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**Appendix E**

Surety Bond

# TENNESSEE REGULATORY AUTHORITY

## TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

BOND # 70645593

WHEREAS, Silv Communication Inc. (the "Principal") has applied to the Tennessee Regulatory Authority for authority to provide telecommunications services in the State of Tennessee; and

WHEREAS, under the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated, as amended, the Principal is required to file this bond in order to obtain such authority and to secure the payment of any monetary sanction imposed in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990 by or on behalf of the Tennessee Regulatory Authority (the "TRA"); and

WHEREAS, WESTERN SURETY COMPANY (the "Surety"), a corporation licensed to do business in the State of Tennessee and duly authorized by the Tennessee Commissioner of Insurance to engage in the surety business in this state pursuant to Title 56, Chapter 2 of the Tennessee Code Annotated, has agreed to issue this bond in order to permit the Principal to comply with the provisions of Title 65, Chapter 4, Section 125(j) of the Tennessee Code Annotated;

NOW THEREFORE, BE IT KNOWN, that we the Principal and the Surety are held and firmly bound to the STATE OF TENNESSEE, in accordance with the provisions of Tennessee Code Annotated, Title 65, Chapter 4, Section 125(j), in the full amount of twenty thousand dollars (\$20,000.00) lawful money of the United States of America to be used for the full and prompt payment of any monetary sanction imposed against the Principal, its representatives, successors or assigns, in any enforcement proceeding brought under Title 65 of the Tennessee Code Annotated or the Consumer Telemarketing Act of 1990, by or on behalf of the TRA, for which obligation we bind ourselves, our representatives, successors and assigns, each jointly and severally, firmly and unequivocally by these presents,

This bond shall become effective on the 13th day of January, 2008, and shall be continuous; provided, however, that each annual renewal period or portion thereof shall constitute a new bond term. Regardless of the number of years this bond may remain in force, the liability of the Surety shall not be cumulative, and the aggregate liability of the Surety for any and all claims, suits or actions under this bond shall not exceed Twenty Thousand Dollars (\$20,000.00). The Surety may cancel this bond by giving thirty (30) days written notice of such cancellation to the TRA and Principal by certified mail, it being understood that the Surety shall not be relieved of liability that may have accrued under this bond prior to the date of cancellation.

### PRINCIPAL

Silv Communication Inc.

Company ID # as assigned by TRA

Signature of Principal:

  
SK Golani Ahia, President

### SURETY

WESTERN SURETY COMPANY

Name of Surety  
101 S. Phillips Ave.

Sioux Falls, SD 57104-6703

Address of Surety

SIGNATURE OF SURETY AGENT:

 E. Friess, Asst Sec.

Name:

Title:

Address of Surety Agent:

FSIA Stacy Chern

19077 E. Colima Road

Rowland Heights, CA 97148

THIS BOND IS ISSUED IN ACCORDANCE WITH THE PROVISIONS OF SECTION 125, CHAPTER 4, TITLE 65 OF THE TENNESSEE CODE ANNOTATED AS AMENDED BY CHAPTER NO. 586, 2003 PUBLIC ACTS. SHOULD THERE BE ANY CONFLICT WITH THE TERMS HEREOF AND THE STATUTE OR REGULATIONS PROMULGATED THEREUNDER THE STATUTE OR REGULATIONS SHALL PREVAIL. (POWER OF ATTORNEY FROM AN APPROVED INSURANCE COMPANY MUST BE ATTACHED.)

**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE**

**Appendix F**

Small and Minority Owned Telecommunications Business Participation Plan  
(Attached)

**Silv Communication Inc.**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS**  
**BUSINESS PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, Silv Communication Inc. (“Silv”) submits its *Small and Minority-owned Telecommunications Business Participation Plan* (the “Plan”) with its *Application for a Certificate of Public Convenience and Necessity* to provide competing resold telecommunications services in Tennessee.

## **I. 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. Silv is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the telecommunications industry. Silv will endeavor to provide opportunities for small and minority-owned telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, Silv will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Silv of such opportunities. Silv representatives aver to 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. Silv will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## 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).

*Small Business.* Small Business shall mean a business with annual gross receipts of less than four million dollars (\$4,000,000).

## III. ADMINISTRATION

This Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting Silv's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Maria E. Zepeda  
Silv Communication Inc.  
3460 Wilshire Boulevard, Suite 1103  
Los Angeles, California 90010  
Telephone: 213.381.7999  
Facsimile: 213.381.7711  
Toll Free: 888.723.2199  
Email: [silvzepeda@yahoo.com](mailto:silvzepeda@yahoo.com)

The Administrator's responsibilities will include:

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority.
- (2) Establishing and developing policies and procedures 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 cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212.

(5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts.

(6) Providing records and reports and cooperate 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 efforts to use such businesses.

(8) Providing information and educational activities to persons within Silv and training such persons to seek out, encourage, and promote the use of small and minority-owned businesses.

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. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### IV. RECORDS AND COMPLIANCE REPORTS

Silv will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, Silv will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

Silv will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, Silv will cooperate fully with any surveys and studies required by the Tennessee Regulatory Authority.

Silv Communication Inc.

By: SK. Golam Ahia

SK Golam Ahia

President

Silv Communication Inc.

3460 Wilshire Boulevard, Suite 1103

Los Angeles, California 90010

Telephone: 213.381.7999

Facsimile: 213.381.7711

Dated this 27<sup>th</sup> day of January, 2009



**APPLICATION FOR CERTIFICATE  
TO PROVIDE OPERATOR SERVICES AND/OR  
RESELL  
TELECOMMUNICATION SERVICES IN TENNESSEE**

**Appendix G**

List of Officer and Employment History  
(Response Part 1.C.)

<p><b>PLEASE TAKE NOTICE:</b> Applicant considers the home address and telephone number to be proprietary and requests that the confidentiality of such information be retained. Information regarding Applicant's Officer and employment history is submitted under protective seal, accordingly.</p>
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SK GOLAM AHIA  
307 South Reno St  
Los Angeles, CA 90057  
Home: (213) 381-7999  
Cell: (213) 200-2944  
[SilvComm@yahoo.com](mailto:SilvComm@yahoo.com)

#### Notable Achievements & Summary

- Significant experience with diverse communications mediums such as LD, fiber optics, PSTN, CATV, 802.11b, microwave, cellular, CDMA, TMDA.

#### Employment History

2001 - 2002      MultiComm International      Los Angeles, CA  
**CEO**

Continued expansion and market penetration, bringing MultiComm services to 13 new markets in less than five years. Boosted revenue by nearly 150%. Led acquisition and integration of IT consulting and professional services firm.

1998 - 2000      United Group Usa Inc.      Los Angeles, CA  
**Divisional Vice President**

Managed all supplier purchasing, customer service, catalog creation, and premium development.

1996 - 1998      DAX Marketing INC.      Los Angeles, CA  
**Marketing Executive**

Responsible for all personnel matters, including hiring, training, and motivating a staff of forty employees, including ten junior and four senior executives.

#### Education

**Pepperdine University, Malibu, CA**  
M.B.A., Business Management, 1990

**University of California at Los Angeles**  
B.A., Economics & International Relations, 1987

#### Professional Affiliations

- Board Member, Ashcroft Business Leaders Council
- Senior Member, Association for Computing and Machinery

**Maria Elena Zepeda**  
**Vice President**

Ms. Zepeda has served as Silv's Vice President since its inception in 2001. Prior to that time, Ms. Zepeda served in senior management capacities for other interexchange telecommunications providers with a focus on operations, and State and Federal telecommunication regulatory compliance. She has also gained extensive managerial experience and specific expertise in telecommunications networking and human relations. Prior to joining Silv, Ms. Zepeda was a telecommunication consultant for small businesses on Latino culture and marketing. In that capacity she consulted on improving business strategies and enhancing competitiveness in the Latino market. She has also served as a Project Engineer for a telecommunications carrier, where she designed and implemented a frame relay service that reduced operations costs for companies outsourcing to India and with other parts of the world. Ms. Zepeda holds a Bachelor of Science with a concentration in computer sciences and emphasis on telecommunication systems analysis, satellite transmission and technology from University of California at Los Angeles.

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**Appendix H**

**Supplemental Responses**

Response to Part I.F.

**Has the applicant or any of its parent companies, subsidiaries, affiliates, owners, partners, LLC members, directors, officers, five percent (5%) more shareholders or beneficiaries (of a trust) been associated with a business who has ceased providing telecommunications services in any state, describe the circumstances?**

Neither Applicant or any of its owners, directors or officers have been associated with a business which has ceased providing telecommunications services in any state.

Response to Part I.K.

**Identify all authorized agents in the state, if any by name, address, business and home phone numbers and any other businesses conducted by the agent at the same location.**

Applicant maintains no agents in the State of Tennessee.

Response to Part II.C.

**List the state(s) where the applicant, its parent company, and all affiliates is authorized to operate in at this time. For each such state, describe applicant's current activities along with a history of operations there. (Use additional pages if necessary.)**

Applicant maintains authority to provide non-facilities-based interexchange telecommunications services in the States of Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Iowa, Indiana, Kansas, Kentucky, Louisiana, Massachusetts, Maryland, Minnesota, Montana, North Carolina, Ohio, North Carolina, North Dakota, New Mexico, Nevada, Oregon, Pennsylvania, Rhode Island, Texas, Utah, Washington, and Wisconsin. Applicant's operations are consistent between states. Applicant maintains no separate facilities, offices, or employees in any state. Applicant has maintained a successful record of responsible service to the public in each state.

Response to Part II.M.

**A copy of a bill is required if the applicant is going to bill the customer directly.**

Applicant bills subscribers through incumbent local exchange carriers under a billing arrangement with B.S.G. Clearing Solutions, Inc. ("BSG" f/k/a "Billing Concepts,") BSG collects billing data from Applicant and other BSG clients and delivers consolidated billing data to the incumbent local exchange carriers, such as AT&T. The incumbent then bills its own local exchange subscriber customers who are also BSG client company long distance subscribers under a single invoice. The incumbent then compensates BSG in accordance with the terms of its billing arrangement. BSG in turn compensates Applicant through a single payment.

Response to Part II.P.

**Describe the methods and procedures by which the applicant will use to switch a consumer's preferred interexchange service, and to prevent unauthorized switching of a consumer's interexchange service. Use additional pages if necessary. If you have written procedures or company guidelines, attach copies.**

Applicant verifies each consumer's preferred interexchange carrier selection through independent third party verification, as set forth in Federal Communications Commission rules, 47 C.F.R. §64.1100 *et seq.* Applicant assumes full operational and financial responsibility for ensuring that Applicant's subscribers have affirmatively elected the Company as the subscriber's preferred interexchange service provider. Attached is a copy of Silv's training manual, which addresses account transfer guidelines.



## **SILV COMMUNICATION INC**

The following is the description and explanation in detail of the specific procedures used that result in the change of each Customer's telephone service. It includes the precise manner in which Silv Communication solicits each customer, as well as the method used to verify each Customer's selection of Silv Communication as his/her telecommunications provider.

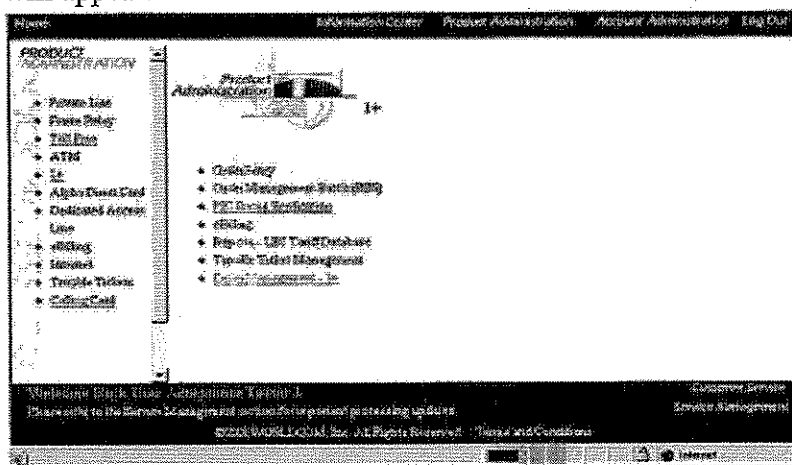
- I. Independent outbound telemarketing companies market our product(s) to potential customers.
- II. After the potential customer accepts the long distance telephone service being offered, then, the potential customer is transferred to an independent third-party verification company.
- III. Silv Communication Inc. uses a third-party audio tape recording for its authorization. The third-party verification company obtains a recorded authorization from the potential customer.
- IV. Once Silv Communication's quality control department receives and approves the audio taped authorization based on an FCC approved verification script, Silv Communication, then, initiates the customer's long distance telephone service in the following manner:

## 1+ Order Management Overview

Order Management 1+ allows viewing the Status of a Working Telephone Number or the Jurisdiction of a number. It is also used to Provision a number by Account Codes, Non-Verified or Verified, set up Terminals, or complete List ID Maintenance. The List ID Maintenance tab provides authorized users the capability of viewing all existing List Ids and associated Verified Account Codes for a specific account chosen. We can also set up the screens to use defaults, which will allow quicker provision times.

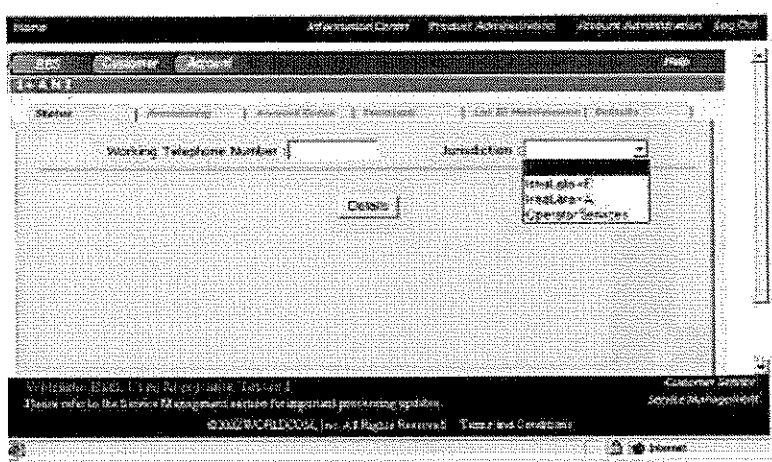
## How to Access 1+ Order Management

1. Select 1+ from the menu on the left- hand side of the screen. The following screen will appear:



2. Click on **Order Management - 1+** link. The following screen will be displayed:  
From this screen, the user can select **Status**, **Provisioning**, **Account Codes**, **Terminals**, **List ID Maintenance**, or set the **Defaults**.





A description of each tab is found in this section.

## Status Tab

The Status screen is the first screen displayed upon entering 1+ Order Management. This screen has two fields. One is a numeric field titled **Working Telephone Number**. The other field is a drop down list titled **Jurisdiction**. This indicates the Jurisdictional Indicator.

To check on the status, follow the instructions listed below:

1. Click in the **Working Telephone Number** field.
2. Type the appropriate working telephone number.
3. Click on the drop down list and highlight the appropriate **Jurisdiction** from the list. The following choices can be selected from this list.

### Field Description

InterLata - E Telecommunications between different local access and transport areas.

IntraLata - A Telecommunication services or functions that originate and terminate within the same LATA.

Operator Services - O Operator services use an operator to assist in the handling of a processing of a call. These special handling services include collect calling (billing to a called number), third party charging (billing to another phone or calling card), identification of a person who has called (call trace services), call information services (assistance with directory number location), rate information services (call charge rates), or any other service that requires an operator for special call processing services.

Home Customer Account

Home

Working Telephone Number:  Jurisdiction:

Details

Welcome Rick Piro-Rogov

Please refer to the Service Management system for important processing updates.

SILVERCOMM, Inc. All Rights Reserved Terms and Conditions

Customer Service Service Management

4. Click on the **Details** button to view information about the ANI.

5. The ANI may be edited at this time.

Home Customer Account

Home

Working Telephone Number: 918 Jurisdiction: InterLap - E

Account Number: 0000112154 Customer Tracking Number

Terminal Number: 0000 A Account Codes: No

Billing Phone Number: 918 List ID: B

Order Name: Account Code Length: 0

Center ID Code: 0555 PIC Application Indicator: None

PIC: Yes OC Provider: 700 INCIDENTAL

Area of Service Category: A - DOMESTIC ONLY

Expiration Date: 06/04/2002 09:44:39

Effective Date: 06/04/2002 09:44:39

User ID: Date Last Modified: 06/04/2002 09:44:39

Reason Code: Edit ANI Details

Welcome Rick Piro-Rogov

Please refer to the Service Management system for important processing updates.

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Customer Service Service Management

#### Field Description

43460 Wilshire Boulevard, Suite 1103  
 Los Angeles, California 90010  
 Telephone: (213) 908.2022  
 Facsimile: (213) 381.7711  
 Electronic Mail Address: Silvcomm@yahoo.com

Working Telephone  
Number

A 10-digit telephone number. The automated identification of the calling party for billing purposes.

Jurisdictional Indicator Select from drop down box. Valid Jurisdictional Indicators are "E" for InterLata, "A" for IntraLata, "B" for both InterLata and IntraLata, and Operator Services.

✗ IntraLata - A Telecommunication services or functions that originate and terminate within the same LATA.

✗ InterLata - E Telecommunications between different local access and transport areas

Account Number The 10-digit account number assigned by Verizon Business will be pre-populated with an account number selected from the Defaults tab or selected from the drop down menu.

Customer Tracking

Number

Number internal to the customer. The user can enter up to 15 characters in this field.

Terminal Number Default terminal number assigned to the working phone number is 0000.

Account Codes Account codes are additional digits dialed by the calling party that provide information about the call. Account codes are Verified or Non-Verified.

Billing Phone Number Billing telephone number associated with the working telephone number.

List ID Number identifying the account code list that an ANI can use. If a new account code list is created, a List ID is generated.

Owner Name Owner name exactly as it is listed with the LEC. You can enter up to 30 characters.

Account Code Length Account codes can be from two to eight digits in length.

Carrier ID Code Carrier Identification Code. Select from the drop down menu.

PICC Application

Indicator

Pre-populated information as received from the LEC.

PIC Primary Inter-exchange Carrier. Select from the drop down menu. Y requests a PIC record be sent to the LEC. N indicates no order will be sent to the LEC.

OS Provider Defines which Operator Service provider will be used, according to account level information established.

Area of Service Category Determines where the area of service calling is allowed. Select from the drop down menu.

Effective Date The date the 1+ order was submitted.

Deactivation date Date the ANI was deactivated and will be automatically entered.

User ID Identifying the person who added the terminal to the ANI.

Date Last Modified Date the terminal was last modified. This is automatically updated.

Reason Code Code selected by Order Administration for ANI deactivation.

6. If the Working Telephone Number entered does not exist, the following screen will be displayed:

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53460 Wilshire Boulevard, Suite 1103  
Los Angeles, California 90010  
Telephone: (213) 908.2022  
Facsimile: (213) 381.7711  
Electronic Mail Address: Silvcomm@yahoo.com

If the user would like to provision this new ANI, click on the **Provision** button. The Provisioning tab will automatically be activated and the following screen will be displayed:

From this screen, the user can provision an ANI. More information about provisioning can be found in the "Provisioning Tab" section.

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**Appendix I**

IntraLATA Toll Dialing Parity Plan  
(Attached)

**SILV COMMUNICATION INC.**  
**INTRALATA TOLL DIALING PARITY IMPLEMENTATION PLAN**

Pursuant to the Federal Communications Commission ("FCC") Order 99-54 in CC Docket No. 96-98 (Implementation of the Local Competition Provisions of the Telecommunications Act of 1996) Silv Communication Inc. ("Silv") hereby submits its IntraLATA Toll Dialing Parity (1+ presubscription) Implementation Plan ("Plan").

**I. Objective/Purpose**

Silv seeks authority from the TRA to provide telecommunications services within the State of Tennessee as an interexchange carrier.

Silv's Implementation Plan would enable Customers to route intraLATA toll calls (intraLATA 1+ and 0+ calls), plus directory assistance (1+ area code + 555-1212), without the use of access codes, to the Customer's pre-selected interexchange carrier (IXC), if not Silv.

**II. Geographic Availability**

IntraLATA presubscription ("ILP") is available in all LATAs where Silv will provide its interexchange telecommunications services within the State of Tennessee. ILP will be available in all exchanges served by Customers' local exchange carrier.

**III. Implementation Schedule**

Availability of Customers' toll dialing parity for intraLATA toll calls will remain in effect at such time as the TRA approves Silv's Plan. Silv will be offering exchange services as a reseller and will rely upon the capabilities of the underlying incumbent local exchange company ("ILEC") to provide intraLATA toll dialing parity. Silv's Customers may choose any IXC for intraLATA toll dialing, including Silv, that has established itself as an access customer under the underlying ILEC's access tariff.

**IV. Carrier Selection Process**

Silv's provision of interexchange service will support 2-PIC ("Primary Interexchange Carrier") capability for interLATA and intraLATA presubscription. The full 2-PIC methodology allows customers to presubscribe to one carrier for intraLATA toll calls, and to the same or a different carrier for interLATA toll calls.

Silv will support new Customers' ability to choose their intraLATA toll carrier. Silv employees who communications with the public, accept orders and serve in customer service capacities will explain the availability of 2-PIC equal access and intraLATA toll dialing parity. Such employees will also assist customers in making an initial PIC choice, or in changing a PIC choice for intraLATA and interLATA toll calls.

A. Existing Customers

Silv has no existing local exchange customers in Tennessee.

B. New Customers

It will be presumed that new customers contacting Silv are aware of their ability to separately select an intraLATA and interLATA toll carrier. Customers will be asked to confirm whether they affirmatively desire Silv to serve as their intraLATA and interLATA toll carrier. If requested by the customer, Silv will direct the Customer to the Customer's local exchange carrier for a listing of intraLATA toll service providers in the Customer's exchange. A new customer who does not select an intraLATA toll carrier will be identified as "no-PIC," and will not be automatically defaulted to a carrier. A "no-PIC" customer will be unable to make intraLATA toll calls on a 1+ or 0+ dialed basis, and will be required to dial the access code of a carrier (101XXXX) to place intraLATA toll calls until the customer chooses an intraLATA toll carrier. New customers will have thirty (30) calendar days following completion of the service request to make a PIC choice without charge.

V. Carrier Notification

As a reseller, Silv will not have any access services or carrier customers in Tennessee who need to be informed of the availability of dialing parity.

VI. PIC Change Charges

The charge for a PIC change will be stated in Silv's tariff, and will be filed with the TRA.

VII. Anti Slamming Compliance and Procedures

Silv has established procedures for new account verification pursuant to TRA requirements and federal regulations, with which Silv complies. Silv will work with other IXC's and any Customer should the Customer claim an unauthorized account transfer, in order to quickly resolve any disputes. Silv will ensure that the customer's PIC selection is changed back to its carrier of choice, without charge to the customer, as soon as possible should it be determined that the account was transferred without authority.

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**Appendix J**

Regulatory Action

Applicant has been subject to two regulatory actions in Michigan and a related matter in Iowa associated with the unauthorized transfer of customer accounts or "slamming."<sup>1</sup>

Applicant does not engaging in, nor in any way condones, the practice of "slamming." Applicant complies with federal slamming regulations in 47 C.F.R. §1100 *et. seq.*, Changes in Preferred Telecommunications Service Providers, and applicable state law and regulation. Applicant has adopted procedures to guard against the unauthorized transfer of accounts that include requiring subscribers to sign verifiable letters of agency. The Company also utilizes independent third party verification to supplement the subscriber account verification process, and will only engage ethical sales and marketing agents whose procedures for new customer subscriptions comply with federal and state slamming regulations. Further, all agent contact with prospective subscribers must conform to standard company scripts that are consistent with federal slamming regulation.

Since Applicant's incorporation in 2001, the Company has been the subject of three slamming actions; two in Michigan, and one in Iowa, as discussed below. These actions have resulted from the improper and regrettable misjudgment of a sales agency engaged by Applicant to obtain subscribers, and on whom Applicant relied upon as to the validity of new customer account authorizations. Applicant has since terminated its relationship with this agency. Penalties imposed by the Michigan Public Service Commission are under appeal. The matter in Iowa has been settled.

**Michigan.** On December 20, 2005 the Michigan Public Service Commission issued an Order finding that Applicant had transferred Absolute Music, LLC to Applicant's intraLATA and interLATA interexchange service without subscriber authorization.<sup>2</sup> On January 31, 2006, a second Order was issued by the Michigan Public Service Commission, finding that Applicant had transferred Home Instead Senior Care to Applicant's intraLATA and interLATA interexchange service without subscriber authorization.<sup>3</sup> Both incidents stemmed from complaints filed by the respective complainants in mid-2005 following the actions of a marketing/sales agency formerly engaged by Applicant.

In both cases, the Michigan Commission found that Applicant had violated section 505 of the Michigan Telecommunications Act, MCL 484.2505, and Michigan Commission Order in Case U-11900. The unauthorized transfer of the subscribers' intraLATA and interLATA services were deemed to constitute separate violations, each subject to financial penalties established under Michigan law, as imposed by the Michigan Public Service Commission Orders.

Applicant immediately and without hesitation, assumed full responsibility for the actions of the agency it had engaged. Applicant sought to refund the entire amounts collected from the entities, pursuant to state and federal regulations, and to settle both complaints. Applicant was, however, precluded from timely engaging in-state counsel and preparing for a Michigan Commission hearing due to

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<sup>1</sup> No penalties associated with the unauthorized practice of "cramming" have been - nor would be - incurred as Applicant does not engage in third-party billing.

<sup>2</sup> *In the Matter of the Complaint of Absolute Music, LLC against Silv Communications, Inc.*, Michigan Public Service Commission, Case No. U-14567, Order (December 20, 2005).

<sup>3</sup> *In the Matter of the Complaint of Home Instead Senior Care against Silv Communications, Inc.*, Michigan Public Service Commission, Case No. U-14584, Order (January 31, 2006).



delays in receipt of communications from the Michigan Commission, preventing an adequate defense and timely resolution of the complaints. Applicant has maintained that Michigan Commission action violated the Company's due process and has appealed the penalties before the Michigan Court of Appeals. These appeals are currently pending.

**Iowa.** On November 30, 2005, Applicant entered into a settlement agreement with the Iowa Office of Consumer Advocate ("OCA"), a division of the Iowa Department of Justice, resolving a complaint filed by the OCA over the unauthorized transfer of a an individual's account by Applicant.<sup>4</sup> OCA alleged that Applicant had violated Iowa Code §476.103. Again, Applicant assumed full and immediate responsibility for the situation. The settlement agreement resulted in Applicant's payment of a civil monetary penalty of \$500.00, pursuant to Iowa Code. The Company further credited all amounts collected from the customer. Notably, the OCA acknowledged that Applicant had taken steps to "avoid occurrences of slamming" and to continue such efforts in the future.

Applicant maintains that its change of marketing/sales agency and continued compliance with established new account verification procedures will ensure that Applicant transfer accounts exclusively from those new subscribers who affirmatively subscribe to Applicant's services.

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<sup>4</sup> See, *Office of Consumer Advocate v. Silv Communication Inc.*, Iowa Utilities Board, Docket No. FCU-05-62 (C-05-150), Settlement Agreement and Joint Motion for Approval of Settlement Agreement (November 30, 2005). Granted by the Iowa Utilities Board on January 16, 2006.