



Law Office of Kristopher E. Twomey, P.C.
Counsel to the Competition*

2017 JUL 13 PM 9:49
T. Twomey

July 5, 2017

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



Re: Application of Premier Satellite LLC for a Certificate to Provide Competing Local Telecommunications Services

Dear Sir/Madam:

Enclosed for filing are an original and thirteen (13) copies of the Application of Premier Satellite LLC for a Certificate to Provide Competing Local Exchange Services. Also enclosed is a check for \$25.00 for the application fee.

Please contact me should you have any questions or need additional information.

Respectfully submitted,

Kristopher E. Twomey
Counsel to Premier Satellite LLC

cc: ILEC service list

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In the Matter of the Application of)
Premier Satellite LLC to Provide Competing)
Local Telecommunications Services)
_____)

**APPLICATION OF PREMIER SATELLITE LLC FOR A CERTIFICATE TO PROVIDE
COMPETING LOCAL TELECOMMUNICATIONS SERVICES**

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, D.C. 20006
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Counsel for Premier Satellite LLC

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In the Matter of the Application of)
Premier Satellite LLC for a Certificate to)
Provide Competing Local Telecommunications)
Services)
_____)

**APPLICATION OF PREMIER SATELLITE LLC FOR A
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), Premier Satellite LLC ("Premier Satellite" or "Applicant") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant Premier Satellite authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. Premier Satellite is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. (TCA 65-4-201)

In support of this Application, Premier Satellite shows the following:

I. Administrative Requirements

1. Applicant's full name and address:

Premier Satellite LLC
5701 Crieveview Drive
Bartlett, TN 38135-1005
901 937-8613
Email: info@premiersatellite.tv

2. Questions concerning this application should be directed to:

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, D.C. 20006
Telephone: (202) 681-1850
Facsimile: (202) 517-9175
Email: kris@lokt.net

3. Contact name and address at Applicant:

Thomas Stevens
Premier Satellite LLC
5701 Crieveview Drive
Bartlett, TN 38135-1005
901 937-8613

4. Organizational chart:

See Exhibit 1.

5. The name, number and electronic mailing addresses (if available) of the person(s) designated as a contact for the Commission Staff for resolving complaints, inquiries and matters concerning rates and price lists or tariffs.

Kristopher E. Twomey
Law Office of Kristopher E. Twomey, P.C.
1725 I Street, NW, Suite 300
Washington, D.C. 20006
Telephone: (202) 681-1850
Facsimile: (202) 517-9175
Email: kris@lokt.net

6. Corporate information

Applicant was formed as a Tennessee limited liability corporation on October 28, 2015. Business entity detail from the Tennessee Secretary of State's website is attached as Exhibit 2.

7. The names and addresses of the officers and directors of Applicant.

Co-founder/Owner- Thomas Stevens
Co-founder- Dana Stevens
Both may be reached at Applicant's address.

All officers and directors may be contacted at Applicant's address in Bartlett, Tennessee. Biographies are attached as Exhibit 3.

8. Description of Business Plan, Service to be Offered

Company History

In 2003, Applicant began as Stevens Contracting, a satellite dish sales and installations company. That company provided installation services in Tennessee, Arkansas, Kentucky, Missouri, and Mississippi for more than twenty national DIRECTV & Dish Network retailers.

In 2005, the company became a retailer for DIRECTV and Dish Network in the residential market and established the company as the top grossing dealer in the Memphis Designated Market Area (“DMA”) for both satellite companies. In 2007, the company opened its first retail location and began operating as Premier Satellite to better market the business as a retail local service provider or LSP. In 2010, the company decided to enter the commercial & multiple dwelling unit (“MDU”). In 2012, the company added broadband internet services to its portfolio of services. Since then, the company has built networks to serve more than 20 MDU properties with satellite and internet systems.

Company Goals and Objectives

Applicant is currently designing a fiber optic network to connect its customer properties with fiber internet services in Shelby County, TN. Applicant will be the first independent, locally-owned and managed gigabit internet provider in West Tennessee. Applicant will build the network based on forecasted demand. Applicant currently anticipates its network will pass 3000 homes, with a third of those being current bulk satellite video & internet customers.

II. Managerial Requirements

Applicant has provided broadband Internet services since 2012 and is highly respected by the communities it serves. Through its commercial development, Applicant has gained the necessary skill and experience to effectively manage a provider of competitive local telecommunications services. See Exhibit 3 for managerial biographies evidencing the requisite experience.

III. Technical Requirements

1. Facilities to be Used

Premier Satellite will deploy its initial fiber network via aerial facilities (attaching equipment to utility poles) and underground installation using rights of way, ducts, and conduit. The fiber will terminate into Premier Satellite’s network operation center. Upon approval of this application, Applicant will enter into negotiations for pole attachment agreements with the owners of the requisite utility poles and franchise agreements with municipalities.

2. Description of Network

Applicant is currently designing a fiber optic network to connect its customer properties with fiber internet services in Shelby County, TN. Applicant will be the first independent, locally-owned and managed gigabit internet provider in West Tennessee. Applicant will build the network based on forecasted demand. Applicant currently anticipates its network will pass 3000 homes, with a third of those being current bulk satellite video & internet customers.

Applicant currently controls 4500 feet of fiber run amongst five locations around the greater Memphis area. The fiber originates from a data center that has ten gigabits of available internet bandwidth. Applicant also controls unlicensed wireless infrastructure that runs between its five locations. Applicant is in the process of expanding to a third location in downtown Memphis that will add close to an additional mile of fiber to our existing infrastructure. Applicant is also in the process of running fiber in the heart of Bartlett. Both of these projects will be completed within the next month. Applicant has two other projects also in the planning stage, one that will run fiber in Millington and the other in Collierville. Both of these projects are being built to service an MDU with the potential to reach additional residential and commercial customers. The Millington project will bring fiber to Commodore Village while passing 75 residential and 50 commercial potential subscribers. The Collierville project will bring fiber to Meridian Park while providing the potential to reach 80 potential residential subscribers. These projects will add 20,000 feet of fiber to Applicant's network with Millington providing 12,000 feet and Collierville providing 8,000 feet. Applicant expects the Millington and the Collierville projects to be complete in 2018. We expect it to cost approximately \$70,000 to complete the upcoming fiber projects.

3. TRA Standards Will be Met

Premier Satellite's services will satisfy the minimum standards established by the TRA. The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all local exchange carriers ("LECs") regulated by the TRA. Applicant will not require customers to purchase CPE which cannot be used with the Incumbent LEC's systems. The biographies in Exhibit 3 attest to the experience the management team enjoys, its ability to carry out the plan described above, and that Premier Satellite is certainly technically qualified to provide local exchange service in Tennessee.

4. Proposed Service Area:

Premier Satellite will provide local exchange services in LATA 468 in areas not protected from competition by the Telecom Act's section 251(f) rural exemption.

5. Types of Local Exchange Service to be provided:

Premier Satellite expects to offer a broad variety of local exchange services, primarily to wholesale and business customers in Tennessee. Premier Satellite's initial line of local services will be comparable to that currently offered by the incumbent LECs. Initially, Premier Satellite plans to offer basic access line service, PBX and DID Services, Optional Calling Features, Directory Assistance, Directory Services, and Operator Services, as well as all services required under Chapter 1220-4-8-.04 (3) (6) and (2).

6. Repair and Maintenance

Premier Satellite understands the importance of effective customer service for local service customers. Premier Satellite currently provides locally-based customer and technical support in its office. Premier Satellite has made arrangements for its customers to call the company at its local service number. In addition, customers may contact the company in writing at the headquarters address, as well as via email at support@premiersatellite.tv. The designated contact person knowledgeable about Premier Satellite's repair and maintenance operations in Tennessee is Thomas Stevens and he can be reached at 901 937-8613.

IV. Financial Requirements

Premier Satellite will continue its growth organically and fund the network through cash flow for its new regulated services. That will provide sufficient funding for the initial fiber project. Financial statements are attached as Exhibit 4.

V. Small and Minority-Owned Telecommunications Business Participation Plan:

Please see Exhibit 5.

VI. Service of Application

Applicant certifies that it has served notice of its application on the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding Premier Satellite's intention of operating geographically in LATA 468. A certificate of service is attached as Exhibit 6.

VII. Toll Dialing Parity Plan

Applicant's toll dialing parity plan is attached as Exhibit 7.

VIII. Numbering Issues

1. Applicant's expected demand for NXXs per NPA within a year of approval of its Application is as follows:

LATA 468
NPA 901 (1)- One NPA-NXX block

2. How many NXXs do you estimate that you will request from NANPA when you establish your service footprint?

One

3. When and in what NPA do you expect to establish your service footprint?

See #1

4. Will the company sequentially assign telephone numbers within NXXs?

Yes

5. What measures does the company intend to take to conserve Tennessee numbering resources?

Premier Satellite will follow all NANPA guidelines and any TRA or FCC guidance on number conservation. With number pooling, Premier Satellite will only request NXX 1000 blocks.

6. When ordering new NXXs for growth, what percentage fill of an existing NXX does the company use to determine when a request for a new NXX will be initiated?

75%

IX. Operational Issues

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

A: Premier Satellite' billing for calls will be different than traditional circuit-switched carriers. No calls originated and terminated in Tennessee will be subject to toll charges. Unlimited calls within Tennessee are included as part of the monthly fee.

2. Is the company aware of the Tennessee County Wide Calling database maintained by AT&T and the procedures to enter your telephone numbers on the database?

A: Yes, Premier Satellite will cooperate with AT&T to ensure its telephone numbers are accurately placed in the Tennessee County Wide Calling database.

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

A: Yes.

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

A: Premier Satellite' billing for calls is different than traditional circuit-switched carriers. No calls originated and terminated in Tennessee will be subject to toll charges. Unlimited calls within Tennessee are included as part of the monthly fee.

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

A: All customer complaints should be directed to Thomas Stevens. The telephone number is 901 937-8613.

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

A: Premier Satellite does not intend to use telemarketing for its services. Instead, Applicant will market via door to door advertising and through events held at the MDUs it currently serves.

X. Public Interest

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing Premier Satellite to provide local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.

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

XI. Miscellaneous Issues

A. Sworn pre-filed testimony is attached to this Application as Exhibit 8.

B. Tariffs will be filed after this Application is granted.

C. Applicant is not currently involved in any mergers or acquisitions.

D. Applicant does not require customer deposits.

E. Applicant has never received a slamming or any other complaint filed with a state or federal regulatory agency involving Applicant or its affiliated entities.

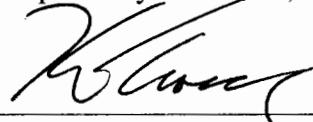
F. Applicant will not offer regulated or traditional local telephony services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines, unless that carrier's Section 251(f) rural exemption has been eliminated. Applicant will, however, provide unregulated services such as broadband Internet and VoIP statewide.

G. Premier Satellite has acquired a surety bond as required by TCA §65-4-125(j). It is attached as Exhibit 9.

WHEREFORE, Premier Satellite requests that the Commission:

- (a) Grant Applicant authorization to provide facilities-based and resale local exchange services in eligible incumbent local exchange carrier areas service provider throughout the State of Tennessee in the service areas of AT&T, CenturyLink and any other ILEC that does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996;
- (b) Make the grant effective on the date of issuance;
- (c) Authorize the filing of tariffs after the effective date of such a grant, such tariffs to be effective upon approval; and
- (d) Grant such further relief as may be just and reasonable.

Respectfully submitted,



Kristopher E. Twomey
Counsel for Premier Satellite, Inc.

June 30, 2017

EXHIBIT LIST

1. Organizational Chart
2. Partnership Agreement and Tennessee Secretary of State Status
3. Biographies of Management and Directors
4. Financial Statements
5. Small and Minority-Owned Business Participation Plan
6. Certificate of Service
7. IntraLATA Toll Dialing Parity Plan
8. Pre-filed Testimony of Thomas Stevens
9. Surety Bond

EXHIBIT 1

Organizational Chart

Thomas Stevens is the sole owner and managing member of the Applicant. Mr. Stevens and his wife Dana Stevens collaborate together in all business decisions. Mrs. Stevens has extensive experience guiding the company with her husband as she has been assisting him in operating and growing the company from the outset. Sales, installations, and office personnel all report to them.

EXHIBIT 2

Articles of Organization and Tennessee Secretary of State Status



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Filing Information

Name: Premier Satellite LLC

General Information

SOS Control #	000819712	Formation Locale:	TENNESSEE
Filing Type:	Limited Liability Company - Domestic	Date Formed:	10/28/2015
	10/28/2015 12:34 PM	Fiscal Year Close	12
Status:	Active	Member Count:	1
Duration Term:	Perpetual		
Managed By:	Member Managed		

Registered Agent Address

THOMAS STEVENS
5701 CRIEVEWOOD DR
BARTLETT, TN 38135-1005

Principal Address

5701 CRIEVEWOOD DR
BARTLETT, TN 38135-1005

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
07/14/2016	2015 Annual Report	B0268-6017
06/01/2016	Notice of Determination	B0260-5513
10/28/2015	Initial Filing	B0160-9067

Active Assumed Names (if any)	Date	Expires
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EXHIBIT 3

Biographies of Management and Directors

Thomas Stevens, Managing Member:

Mr. Stevens has been in the telecommunications industry for 24 years. In 1993, he started burying cable for a cable television provider. In 1994, he transferred to become a residential installation technician in which he worked until 2001. During those seven years he mastered cable television and internet installation. In 2001, he transitioned into DirecTV home installation. In 2002 he partnered with a local DirecTV service provider and developed a door to door crew selling and installing DirectTV sales. During that time, the LSP area that he provided services for asked that he take over all of the installations for their sales because they were so impressed with the quality of his workmanship. In 2003, he formed Stevens Contracting and soon built a crew of twenty technicians installing for multiple national retailers for DirectTV and Dish Network in Tennessee, Arkansas, Kentucky, Missouri, and Mississippi. He rebranded his company as Premier Satellite in 2007 when he opened his first retail location. In 2010 he began attending conferences and doing research on how to provide broadband internet services to his MDU properties and in 2012 he began launching internet in those properties.

EXHIBIT 4

Financial Statements

Premier Satellite & Internet

BALANCE SHEET

As of March 27, 2017

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
Business Checking (5306)	6,450.88
Business Savings (2002)	5,315.44
Total Bank Accounts	\$11,766.32
Other Current Assets	
Prepaid Expenses	253.36
Total Other Current Assets	\$253.36
Total Current Assets	\$12,019.68
Fixed Assets	
Furniture & Fixtures	3,200.00
Machinery & Equipment	42,893.15
Other fixed assets	183,993.14
Vehicles	89,073.00
Total Fixed Assets	\$319,159.29
TOTAL ASSETS	\$331,178.97
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Credit Cards	
Credit Card AmEx	2,300.47
Total Credit Cards	\$2,300.47
Other Current Liabilities	
Line of Credit	3,500.00
Total Other Current Liabilities	\$3,500.00
Total Current Liabilities	\$5,800.47
Long-Term Liabilities	
Vehicles Payable	78,177.25
Total Long-Term Liabilities	\$78,177.25
Total Liabilities	\$83,977.72
Equity	
Opening Balance Equity	59,690.61
Owner's Pay & Personal Expenses	-26,004.61
Retained Earnings	192,961.48
Net Income	20,553.77
Total Equity	\$247,201.25
TOTAL LIABILITIES AND EQUITY	\$331,178.97

Premier Satellite & Internet

PROFIT AND LOSS

January 1 - March 27, 2017

	TOTAL
INCOME	
Commissions	35,568.21
Installation/Repair Income	17,646.32
Internet Income	34,686.14
Sales	15,387.00
Sales of Product Income	1,602.15
Uncategorized Income	1.94
Total Income	\$104,891.76
COST OF GOODS SOLD	
Cost of Goods Sold	24,284.89
Total Cost of Goods Sold	\$24,284.89
GROSS PROFIT	\$80,606.87
EXPENSES	
Advertising & Marketing	865.42
Bank Charges	94.98
Car & Truck	1,821.49
Gas	1,648.63
Total Car & Truck	3,470.12
Contractors	17,268.39
Insurance	832.36
Interest Paid	620.99
Legal & Professional Services	5,649.88
Meals & Entertainment	692.34
Office Supplies & Software	964.60
Other Business Expenses	4,013.12
Rent & Lease	3,150.00
Salaries & Wages	18,559.91
Taxes & Licenses	1,722.68
Unapplied Cash Bill Payment Expense	0.00
Utilities	2,148.31
Total Expenses	\$60,053.10
NET OPERATING INCOME	\$20,553.77
NET INCOME	\$20,553.77

EXHIBIT 5

Small and Minority-Owned Telecommunications Business Participation Plan

Premier Satellite Small and Minority-owned
Telecommunications Business Participation Plan

Pursuant to T.C.A. §65-5-212, as amended, Premier Satellite (“Premier Satellite”) submits this small and minority-owned Telecommunications business participation plan (the “Plan”) along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee.

I. PURPOSE

The purpose of TCA §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to telecommunications service providers. Premier Satellite 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. Premier Satellite 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, Premier Satellite will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Premier Satellite of such opportunities. Premier Satellite’s representatives have already contacted 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. Moreover, Premier Satellite 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 TCA §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

Premier Satellite's 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 Premier Satellite's full efforts to provide equal opportunities for small and minority-owned businesses.

The Administrator of the Plan will be:

Thomas Stevens
Premier Satellite
5701 Crieveview Drive
Bartlett, TN 38135-1005

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 Premier Satellite 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 will 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

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

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

Thomas Stevens

CEO, Premier Satellite

Dated: June 6, 2017

EXHIBIT 6

Certificate of Service

This Application has been served on the following entities via first class mail:

ARDMORE TELEPHONE COMPANY, INC.

P.O. Box 549
517 Ardmore Avenue
Ardmore, TN 38449

AT&T

333 Commerce Street
Nashville, TN 37201-3300

CENTURY TELEPHONE OF ADAMSVILLE

P.O. Box 405
116 N. Oak Street
Adamsville, TN 38310

CENTURY TELEPHONE OF CLAIBORNE

P.O. Box 100
507 Main Street
New Tazewell, TN 37825

CENTURY TELEPHONE OF OOLTEWAH-COLLEGEDALE, INC.

P.O. Box 782
5616 Main Street
Ooltewah, TN 37363

CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE

P.O. Box 770
300 Bland Street
Bluefield, WV 24701

CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE

P.O. Box 770
300 Bland Street
Bluefield, WV 24701

LORETTO TELEPHONE COMPANY, INC.

P.O. Box 130
Loretto, TN 38469

MILLINGTON TELEPHONE COMPANY, INC.

P.O. Box 429
4880 Navy Road
Millington, TN 38083-0429

SPRINT-UNITED
112 Sixth Street
Bristol, TN 37620

TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.
P.O. Box 22610
701 Concord Road
Knoxville, TN 37933-0610

TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY
P.O. Box 552
203 Long Street
New Johnsonville, TN 37134-0552

TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.
P.O. Box 9
102 Spence Street
Tellico Plains, TN 37385-0009


TDS TELECOM-TENNESSEE TELEPHONE COMPANY
P.O. Box 18139
Knoxville, TN 37928-2139

TEC-CROCKETT TELEPHONE COMPANY, INC.
P.O. Box 7
Friendship, TN 38034

TEC-PEOPLE'S TELEPHONE COMPANY, INC.
P.O. Box 310
Erin, TN 37061

TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.
P.O. Box 10
244 E. Main Street
Bradford, TN 38316

UNITED TELEPHONE COMPANY
P.O. Box 38
120 Taylor Street
Chapel Hill, TN 37034



Kristopher E. Twomey
Counsel to Premier Satellite LLC

June 30, 2017

EXHIBIT 7
IntraLATA Toll Dialing Parity Plan

Premier Satellite LLC
IntraLATA Toll Dialing Parity Plan

1. Purpose

Premier Satellite LLC (“Premier Satellite”) describes herein the process for implementing IntraLATA Toll Dialing Parity in its exchanges located in the State of Tennessee. The intent of this plan is to provide a proposal that, upon implementation, would provide customers with the ability to pre-select the telecommunications carrier of their choice for routing their 1+intraLATA toll calls.

2. IntraLATA Environment

Premier Satellite is implementing 1+IntraLATA toll calling. Implementation of 1+IntraLATA toll dialing parity will permit our customers to pre-select the carrier of their choice to provide 1+IntraLATA long distance services.

3. Implementation Schedule

Premier Satellite will implement intraLATA toll dialing parity coincident with the approval of its General Subscriber Services tariff and Interexchange Service tariff. Premier Satellite will be operating in LATA 470. IntraLATA toll dialing parity will be available in all exchanges served by Premier Satellite in Tennessee. The implementation date will be the same for all exchanges. Each customer will be notified of availability of the Plan by bill inserts in their first billing. Premier Satellite will not charge its customers to recover incremental costs related to IntraLATA toll dialing parity.

4. Carrier Selection Process

Premier Satellite will implement the full 2-PIC carrier selection methodology. With the full 2-PIC methodology, customers will be able to pre-subscribe to one telecommunications carrier for interLATA toll calls and pre-subscribe to the same or a different participating telecommunications carrier, including their existing local exchange company for intraLATA toll calls.

Premier Satellite employees who communicate with the public, accept customer orders, and serve in customer service capacities will be trained to explain the process to customers for making PIC changes for intraLATA toll calls. Business office personnel will be prepared to make changes in customer records based upon requests from customers or carriers. Processes are in place to provide new customers with an opportunity to choose their intraLATA toll carrier from available carriers.

Premier Satellite is a new entrant and thus has no existing customers. The competitively neutral selection process will be provided to all new customers when new service is initiated.

Customers will be assessed a PIC change charge of \$5.00 for changing their intraLATA or interLATA carrier, except for new subscribers to Premier Satellite service. PIC charges will be waived for new subscribers. This is a permanent policy by Premier Satellite. Customers who contact Premier Satellite requesting new telephone exchange service will be advised of the telecommunications carriers (including Premier Satellite) available to provide interLATA toll service. The intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier or interLATA toll carrier will be identified as a “no-PIC” and will not be automatically defaulted to a carrier. Customers identified as “no-PIC” will be required to dial 101XXXX to place intraLATA or interLATA toll calls until they make an affirmative choice for an intraLATA and/or interLATA toll carrier.

5. Slamming

Premier Satellite will not engage in the practice commonly known as “slamming.” Customers will have their services switched to Premier Satellite’ services without a written letter of authorization for new and changes in services. Premier Satellite will also employ third party verification for all customers who seek to change their presubscribed carrier to be Premier Satellite. All affected Premier Satellite employees are aware of these procedures and will be immediately disciplined if the procedures are not followed.

6. Non-discriminatory Access

Premier Satellite will provide non-discriminatory access to telephone numbers, operator services, directory assistance, and directory listings.

7. Continued Compliance

Premier Satellite will comply with any rules issued by the TRA or FCC.

EXHIBIT 8

Pre-filed Testimony of Thomas Stevens

BEFORE THE TENNESSEE REGULATORY AUTHORITY

In the Matter of the Application of)
Premier Satellite LLC for a Certificate to)
Provide Competing Local Telecommunications)
Services)
_____)

PREFILED TESTIMONY OF THOMAS STEVENS FILED ON BEHALF OF
PREMIER SATELLITE LLC

Q: PLEASE STATE YOUR NAME, TITLE, AND BUSINESS ADDRESS FOR THE
RECORD.

A: My name is Thomas Stevens and I am the Managing Member of Premier Satellite LLC.
(hereinafter "Premier Satellite" or "Applicant"). The company's address is 5701 Crieveview
Drive, Bartlett, TN 38135-1005.

Q: WHAT ARE YOUR CURRENT JOB RESPONSIBILITIES?

A: In my capacity as Managing Member of Applicant, I am ultimately responsible for all
operations of the company. This includes its market entry strategy, obtaining financing, network
configuration, sales and marketing, and back office set-up.

Q: PLEASE GIVE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND
EXPERIENCE.

A: I have been in the telecommunications industry for 24 years. In 1993, I started my career out
in the field, burying cable for a cable television provider. In 1994, I transferred to become a
residential installation technician through 2001. During those seven years, I mastered cable

television and internet installation. In 2001, I transitioned into DirecTV home installation. In 2002, I partnered with a local DirecTV service provider and developed a door to door crew selling and installing DirecTV. During that time, the LSP area that I provided services for asked that I take over all of the installations for their sales because they were so impressed with the quality of my workmanship. In 2003, I formed Stevens Contracting and soon built a crew of twenty technicians installing for multiple national retailers for DirecTV and Dish Network in Tennessee, Arkansas, Kentucky, Missouri, and Mississippi. I rebranded the company as Premier Satellite in 2007 when he opened his first retail location. In 2010, I began attending conferences and doing research on how to provide broadband internet services to served MDU properties and in 2012, I began launching internet in those properties.

Q: WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A: The purpose of my testimony is to support Premier Satellite's Application for a Certificate of Authority to provide competing local telecommunications services within the State of Tennessee.

Q: ARE YOU FAMILIAR WITH THE APPLICATION FILED ON YOUR COMPANY'S BEHALF AT THIS COMMISSION?

A: Yes.

Q: DO YOU RATIFY AND CONFIRM THE STATEMENTS MADE IN THAT APPLICATION AND ALL RELATED FILINGS?

A: Yes.

Q: PLEASE DESCRIBE THE CURRENT OPERATIONS OF PREMIER SATELLITE.

A: Premier Satellite is a satellite video and broadband internet service provider.

Q: HAS PREMIER SATELLITE IN THE PAST, OR IS IT CURRENTLY, PROVIDING ANY TELECOMMUNICATIONS SERVICES IN TENNESSEE?

A: No.

Q: PLEASE DESCRIBE THE MANAGERIAL ABILITIES OF THE APPLICANT.

A: Applicant has provided broadband Internet services since 2012 and is highly respected by the communities it serves. Through its commercial development, Applicant has gained the necessary skill and experience to effectively manage a provider of competitive local telecommunications services. As such, Premier Satellite is qualified to operate a regulated communications business in Tennessee.

Q: PLEASE DESCRIBE THE APPLICANT'S FINANCIAL ABILITY TO PROVIDE SERVICE.

A: Premier Satellite is profitable and has always used its existing cash flow to expand its operations. Current profits will provide sufficient funding to gradually deploy the fiber optic network over the course of the next twelve months. As customers order fiber internet services, the increased revenues will be used to continue network deployment as quickly as is financially prudent.

Q: DOES APPLICANT CURRENTLY PROVIDE TELECOMMUNICATIONS SERVICE IN ANY OTHER STATES OR HAVE APPLICATIONS PENDING?

A: No.

Q: HAS APPLICANT OR ANY AFFILIATED ENTITY EVER BEEN DENIED CERTIFICATION IN ANOTHER STATE?

A: No.

Q: HAS APPLICANT OR ANY OF ITS AFFILIATES EVER BEEN SUBJECT TO ANY FEDERAL OR STATE INVESTIGATION REGARDING ITS SERVICES?

A: No.

Q: PLEASE DESCRIBE THE SERVICES APPLICANT INTENDS TO PROVIDE IN TENNESSEE.

A: For services regulated by the TRA, Applicant will be providing local exchange, intraLATA toll, and interLATA interexchange services in Tennessee.

Q: WILL APPLICANT BE OFFERING ANY PREPAID OR DEBIT-TYPE CALLING CARDS?

A: No.

Q: PLEASE DESCRIBE THE FACILITIES APPLICANT INTENDS TO USE IN PROVIDING ITS PROPOSED SERVICES.

A: All services provided by Applicant will be facilities-based. Initially, Applicant will deploy a fiber-based network in Shelby County, Tennessee using aerial facilities, underground cabling, and existing conduit in the MDUs it currently serves. The fiber will be terminated at Premier Satellite's network operations center.

Q: WILL APPLICANT USE TELEMARKETING TO SELL ITS SERVICES.

A: No.

Q: HOW WILL APPLICANT HANDLE CUSTOMER SERVICE MATTERS?

A: Applicant will provide customer service via its locally-based customer support representatives. Customers may make a local call to the office or make an in-person visit. Any disputed bills will be handled expeditiously by these representatives. If the dispute cannot be resolved to the customer's full satisfaction, customer service representatives will notify the customer of his/her right to file a complaint at the TRA.

Q: WHICH CARRIERS WILL SERVE AS YOUR UNDERLYING CARRIERS?

A: For local exchange services, Premier Satellite will be working with incumbent local exchange carriers such as CenturyLink and AT&T and other incumbent local exchange carriers that are required to engage in interconnection agreements with competitive carriers. For interexchange services will work with other certificated carriers.

Q: HAS YOUR COMPANY BEGUN INTERCONNECTION NEGOTIATIONS WITH ANY INCUMBENT LOCAL EXCHANGE CARRIERS?

A: No. Premier Satellite will request the initiation of interconnection agreement negotiations with AT&T upon approval of this application.

Q: WILL YOU REMAIN AVAILABLE TO RESPOND TO ANY ADDITIONAL QUESTIONS REGARDING THIS APPLICATION?

A: Yes.

Q: DOES THIS CONCLUDE YOUR TESTIMONY?

A: Yes.

EXHIBIT 9

Surety Bond per TCA §65-4-125(j)



Commercial Surety Application and Indemnity Agreement

☐ Liberty Mutual Insurance Company

Applicant's Full Name (if partnership, give names of partners, trade name): ☒ Individual ☐ Partnership/LP ☐ Corporation ☐ LLC
Premier Satellite LLC **SSN or TIN: 450516998**

Business Address: **2800 Bartlett Rd. Suite 1 Bartlett, TN 38134**

Residence Address: **5701 Crieveewood Dr Bartlett, TN 38135**

Occupation: **Sales, Installations, & service for High Speed Internet and Satellite television** Yes:

Are you a U. S. Citizen? ☒ Yes ☐ No: What is your residency status? _____

Have you or any partners been bankrupt or insolvent? ☐ Yes: Provide explanation on Application Supplement ☒ No

Are there any lawsuits, judgments, or liens outstanding against applicant? ☐ Yes: Provide explanation on Application Supplement ☒ No

TYPE OF BOND REQUIRED: **For City/County Code Enforcement** Bond Amount **25,000**

Obligee's full name and address: **Thomas M. Stevens 5701 Crieveewood Dr. Bartlett, TN 38135**

Has application for this bond been declined by another Surety? ☐ Yes: provide explanation on Application Supplement ☒ No

Prior Surety ☐ Yes: give name and reason for change: _____ ☐ No

License/Permit Bond

Net Worth: General liability insurance carried? ☒ Yes: Limits and Company: **1M State Farm** ☐ No

Property damage insurance carried? ☐ Yes: Limits and Company: _____ ☐ No

TYPE OF LICENSE/PERMIT BOND REQUIRED: **Memphis & Shelby County office of Code Enforcement** Bond Amount: **25,000**

Obligee's full name and address: **Thomas M. Stevens same as above**

TYPE OF LICENSE/PERMIT BOND REQUIRED: _____ Bond Amount: _____

Obligee's full name and address: _____

Has application for either of the listed bonds has been declined by another Surety?

☐ Yes: provide explanation on Application Supplement ☒ No

Was there a prior Surety on either bond? ☐ Yes: Provide name and reason for change on Application Supplement ☐ No

Lost Securities Bond (**ATTACH TRANSFER AGENT'S REPLACEMENT PROCEDURES**)

Type of security and registration number _____ Date of instrument _____

Payable to applicant only? ☐ Yes ☐ No: to whom is it payable: _____

Are securities endorsed? ☐ Yes: how: _____ ☐ No

Has notice of loss been given? ☐ Yes: When and, to whom: _____ ☐ No

Describe manner of loss: _____

If registered, in whose name: _____

If a check, has payment been stopped? ☐ Yes: when? _____ ☐ No

If deed of trust or note, has either been involved in a lawsuit? ☐ Yes ☐ No Was a judgment obtained? ☐ Yes ☐ No

Court Bond and Receiver/Trustee Bond (**ATTACH COPY OF INITIAL PLEADING AND OTHER RELEVANT DOCUMENTS**)

Explain Bond Purpose: _____

Case Name, Court and Docket Number: _____

Name and address of Principal's Attorney: _____

If an injunction or restraining order bond, does applicant anticipate foreclosure or collection action against him? ☐ Yes ☐ No

Name and address of bankrupt (debtor) _____

Nature of debtor's business _____

Agency Name **Clay & Land Insurance Company** Code: _____

Agency Address **866 Ridgeway Loop Rd., Suite 200, Memphis, TN 38120**

Agent's Recommendation _____

Indemnity Agreement

The undersigned (collectively "Indemnitor") represents that all statements made in this Application and in any Application Supplement are true and made without reservation to induce Liberty Mutual Insurance Company and any other company that is part of or added to the Liberty Mutual Group, severally not jointly, and/or for which surety business is underwritten by Liberty Mutual Surety ("Surety") to extend surety credit in any manner, including but not limited to providing or having provided requested Bond(s) in reliance upon the provision of its indemnity, and hereby agrees with Surety, its successors and assigns, as follows: (1) to pay premiums when due; (2) to deliver evidence satisfactory to Surety, of the release of all liability; (3) to exonerate and indemnify Surety from and against all claims, losses, liability, damages of any type (including punitive), costs, fees, expenses, suits, orders, judgments, or adjudications whatsoever which Surety may incur in any manner related to the extension of surety credit, including the enforcement of the agreements contained herein and any matter subject to any bankruptcy court (collectively "LOSS"); (4) That Surety shall have the right, at its sole discretion, to pay, adjust, settle or compromise any LOSS and the voucher or other evidence of such payment, settlement or compromise, whether Surety was liable therefore or not, shall be prima facie evidence of the fact and extent of Indemnitor's liability; (5) to place Surety in funds immediately upon demand, the amount Surety deems necessary to protect itself from any LOSS or potential LOSS, whether or not Surety has made payment or posted a reserve, Surety having the right to use all or part of these funds in payment or settlement of any LOSS or in reimbursement to Surety for payment of same; (6) that Indemnitor hereby authorizes Surety to investigate statements made herein and to check credit with creditors and/or lending institutions, and further authorizes any present or former employer or any other person, firm or corporation, to furnish information concerning Indemnitor in connection with the Surety's extension of surety credit and with Indemnitor's compliance with obligations hereunder and under any Bond or underlying obligation, and Indemnitor hereby releases any of the aforementioned from liability in consequence of furnishing or disclosing such information; (7) that Surety may bring separate suits to recover hereunder as causes of action shall accrue and that the bringing of suit or recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether heretofore or thereafter arising; (8) that and all other rights which Surety may have or acquire against Indemnitor under other or additional agreements of indemnity or any other written agreement (with this Agreement collectively "INDEMNITY") related to the extension of surety credit, shall be in addition to and not in lieu of the rights afforded Surety under this Agreement; (9) that if Surety executes any Bond(s) with any cosurety or reinsures all or any part of any Bond(s), that all the terms of this Agreement shall apply and operate for the benefit of such cosurety and reinsurer, as their interests may appear; (10) that these covenants shall be jointly and severally binding upon Indemnitor, its respective heirs, executors, administrators, successors and assigns; (11) that Surety shall have the right to decline to issue or to cancel Bond(s) at any time, free of claim for loss or damage by Indemnitor, and Surety shall be under no obligation to disclose its reasons therefore, the provisions of any law to the contrary being hereby waived; (12) that the exercise, delay of or failure by Surety to exercise of any right, remedy or power whatsoever shall not preclude Surety's simultaneous or subsequent exercise or constitute any waiver of such or other rights, remedies or powers; (13) if any Bond(s) cover the replacement of lost securities, Indemnitor will at its own cost, promptly deliver said securities to Surety if said securities come under Indemnitor's control or possession; (14) that if any Bond(s) relate to the assets of an estate, Indemnitor will provide reasonable access to all records concerning the estate and upon request shall provide a written report of the condition of the estate. Furthermore, Indemnitor grants, assigns, pledges and conveys to Surety as security, a lien on and security interest in and to Indemnitor's interest, title and rights in the proceeds of any insurance policy affording coverage for all or part of any bonded obligation, and in the contracts or obligations (and all proceeds thereof without limitation) that grow in any manner whatsoever as a result of the extension of surety credit. While the lien and security interests are effective immediately, Surety may exercise its remedies with respect to such only in the event of: a) Indemnitor's failure to fulfill any obligation whatsoever for which i) Bond(s) are provided, ii) contained in any Bond(s), or iii) contained within any INDEMNITY agreement with the Surety; and b) any assignment by Indemnitor for the benefit of creditors or any agreement or proceeding of liquidation, receivership or bankruptcy whatsoever. Indemnitor hereby authorizes Surety to file any such financing statement as Surety deems necessary or appropriate to perfect the liens and security interest granted herein.

INDEMNITORS ACKNOWLEDGE AND AGREE THAT: THE FIRST YEAR PREMIUM IS FULLY-EARNED WHEN THE BOND IS ISSUED EVEN IF THE BOND IS SUBSEQUENTLY REDUCED OR TERMINATED DURING THE FIRST YEAR. IF A BOND IS REDUCED OR TERMINATED DURING THE SECOND OR SUBSEQUENT YEAR AFTER A RENEWAL PREMIUM IS PAID, THE RENEWAL PREMIUM SHALL BE ADJUSTED PRO RATA UPON REDUCTION OR TERMINATION.

Signed and dated this 14 day of April, 2017

Individual/Sole Proprietorship Name: Thomas Steven SSN: 432354983

Witness

By: [Signature] (Seal)
Individual and Proprietor

Partnership/Limited Partnership Name: _____ FEIN: _____

Witness

By: _____ (Seal)
Individually and as Partner

Witness

By: _____ (Seal)
Individually and as Partner

Corporation Name: Premier Satellite FEIN: 45-0516998

Attest: _____, Secretary

By: _____ (Seal)
President

Corporation Name: _____ FEIN: _____

Attest: _____, Secretary

By: _____ (Seal)
President

Individual and Supporting Indemnitor(s) sign here:

Witness' signatures:

SS#

SS#