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November 29, 2018

**VIA E-MAIL to [tpuc.docketroom@tn.gov](mailto:tpuc.docketroom@tn.gov)**

**AND OVERNIGHT DELIVERY**

Attn: Sharla Dillon, Dockets  
Tennessee Public Utility Commission  
460 James Robertson Parkway  
Nashville, TN 37243-9021  
(615) 741-3939

Docket No. 18-00124

Re: Light Source Communications, LLC

Dear Ms. Dillon,

Attached please find for filing an original and four (4) copies of Light Source Communications, LLC's Application for a Certificate of Public Convenience and Necessity to Provide Resold Competing Local Exchange Telecommunications Services in Tennessee. I have also attached a check in the amount of \$50.00 payable to the "Tennessee Public Utility Commission" for the filing fee. This filing has also been sent via e-mail to [tpuc.docketroom@tn.gov](mailto:tpuc.docketroom@tn.gov) on November 29, 2018. No copy of the filing fee check is included in the electronic copy or copies of the filing.

**ATTACHED IS ONE COPY OF FINANCIAL INFORMATION (EXHIBIT C) IN A SEPARATE ENVELOPE. APPLICANT RESPECTFULLY REQUESTS CONFIDENTIAL TREATMENT OF THE ATTACHED FINANCIAL INFORMATION THAT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION. APPLICANT EXPECTS THAT THIS INFORMATION WILL BE RESTRICTED TO COUNSEL, AGENTS AND EMPLOYEES WHO ARE SPECIFICALLY ASSIGNED TO THIS APPLICATION BY THE COMMISSION.**

I have also attached an extra copy of this letter to be date stamped and returned to me in the attached, self-addressed, postage prepaid envelope. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact our office or local counsel, H. LaDon Baltimore, Esq. Thank you.

Respectfully submitted,



Lance J.M. Steinhart, Esq.

Managing Attorney

Lance J.M. Steinhart, P.C.

*Attorneys for Light Source Communications, LLC*

Attachments

**STATE OF TENNESSEE  
BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION**

<b>In re:</b>	)	
	)	
<b>Application of</b>	)	
<b>Light Source Communications, LLC</b>	)	
	)	<b>DOCKET NO.</b>
<b>For a Certificate to Provide</b>	)	
<b>Competing Local</b>	)	
<b>Telecommunications Services</b>	)	

**APPLICATION OF LIGHT SOURCE COMMUNICATIONS, LLC FOR A  
CERTIFICATE TO PROVIDE COMPETING LOCAL  
TELECOMMUNICATIONS SERVICES**

Light Source Communications, LLC ("Light Source" or "Applicant"), pursuant to T.C.A. §§ 65-2-103, 65-2-102 and 65-4-201; Section 253 of the Federal Telecommunications Act of 1996; and Section 1220-4-8-.04 of the Rules of the Tennessee Public Utility Commission, Division of Public Utilities (the "Commission"), respectfully requests that the Commission grant authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. Light Source is willing to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. In support of its Application, Light Source submits the following:

**I. Introduction**

1. The full name and address of the Applicant are:

Light Source Communications, LLC  
13909 Pennsylvania Road, Suite C  
Riverview, Michigan 48193

The following is a list of Applicant's officers and directors:

Officers

Pete Empie, COO  
Debra Freitas, CEO

Directors

Pete Empie  
Debra Freitas

The above-named individuals can be reached at:

13909 Pennsylvania Road, Suite C  
Riverview, Michigan 48193  
Phone: (734) 250-8941

Applicant is currently authorized to provide local exchange, interexchange and/or data services in Georgia, Iowa, Nebraska, and Oklahoma.

The name, address and telephone number of a Tennessee contact person responsible for and knowledgeable about Applicant's operations are:

Debra Freitas, CEO  
Light Source Communications, LLC  
13909 Pennsylvania Road, Suite C  
Riverview, Michigan 48193  
Phone: (734) 250-8941

The name, address and telephone number of a person responsible for repair and maintenance (customer service) are:

Debra Freitas, CEO  
Light Source Communications, LLC  
13909 Pennsylvania Road, Suite C  
Riverview, Michigan 48193  
Phone: (734) 250-8941  
(844) 539-1805 (toll-free customer service)

2. All correspondence, notices, inquiries and other communications regarding this

Application should be directed to:

H. LaDon Baltimore, Esq.  
Farris Bobango PLC  
Bank of America Plaza  
414 Union Street, Suite 1105  
Nashville, Tennessee 37219  
615-726-1200 (Phone)  
dbaltimore@farris-law.com (E-Mail)

and

Lance J.M. Steinhart  
Lance J.M. Steinhart, P.C.  
1725 Windward Concourse, Suite 150  
Alpharetta, Georgia 30005  
(770) 232-9200 (Phone)  
lsteinhart@telecomcounsel.com (E-Mail)

3. In support of this Application, the following exhibits are attached hereto:
- a. Exhibit A - Light Source's Articles of Organization filed with the Department of Licensing and Regulatory Affairs for the State of Michigan;
  - b. Exhibit B - Light Source's Certificate of Authority to Operate in Tennessee as a Foreign Limited Liability Company;
  - c. Exhibit C - Light Source's Accountant's Compilation Report for 2016 and 2017, which are being filed in a separate sealed envelope as "Confidential"
  - d. Exhibit D - Biographies of Light Source's Management
  - e. Exhibit E - Organizational Chart
  - f. Exhibit F - IntraLATA Presubscription Implementation Plan
  - g. Exhibit G - Small and Minority-Owned Telecommunications Business Participation Plan
  - h. Exhibit H - Pre-Filed Testimony
  - i. Exhibit I - Numbering Issues & Tennessee Specific Operational Issues
  - j. Exhibit J - Bond or Letter of Credit
  - k. Exhibit K - Tariff

## **II. Description of the Applicant**

### **1. General Information**

Applicant is a Michigan limited liability company, which was formed on May 29, 2014. The company is headquartered at 13909 Pennsylvania Road, Suite C, Riverview, Michigan 48193. The company is authorized to transact business in the State of Tennessee.

### **2. Customer Service**

Applicant's customer service department may be contacted via a toll-free number, (844) 539-1805. Light Source will maintain a Customer Service Department exclusively for Customer's questions, requests for service, complaints and trouble handling. Light Source's Customer Service address and toll free number(s) will be printed on the Customer's bill. The Customer Service Department will be located at 13909 Pennsylvania Road, Suite C, Riverview, Michigan 48193.

Office Hours- Excluding holidays, Customer Service Representatives will be available 8:00 AM to 5:00 PM standard time Monday through Friday. After hours, and on holidays, Customers will be automatically forwarded to an answering service for messaging and paging.

Complaint Procedures-The Customer shall pose any inquiries or disputes directly to Light Source for resolution. Written communications should be directed to Light Source's Customer Service department. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending. Light Source will investigate a Customer inquiry or dispute and report the findings to the Customer. If the Customer is not satisfied with Light Source's resolution of an inquiry or dispute, the Customer may refer the matter to the Tennessee Public Utility Commission for determination.

### **III. Light Source Possesses the Technical, Managerial and Financial Expertise Necessary to Provide Telecommunications Services**

Light Source possesses the requisite technical, financial and managerial capabilities to operate as a competitive telecommunications provider. These capabilities are explained in detail below.

#### **1. Financial Qualifications**

Light Source is financially able to provide the services proposed as evidenced by the Accountant's Compilation Report for 2016 and 2017, attached hereto as Exhibit C.

#### **2. Managerial Qualifications**

Light Source's management team has developed innovative marketing and customer care programs, and provides its customers with high quality advanced services at competitive rates. Light Source has extensive experience in the technical, managerial, and financial aspects of the telecommunications industry.

#### **3. Technical Qualifications and Proposed Service Area**

Applicant's key management personnel have significant business and telecommunications experience. Applicant is currently authorized to provide local exchange, interexchange and/or data services in Georgia, Iowa, Nebraska, and Oklahoma.

Applicant's services will satisfy the minimum standards established by the Commission. Initially, Light Source will provide individual case basis custom data-only services. Light Source will file and maintain tariffs in the manner prescribed by the Commission and will meet standards, including quality of service and billing standards required of all LECs regulated by the Commission.

**IV. Approval of Light Source's Application is in the Public Interest**

Granting Light Source's Application is consistent with the public interest, and, in that regard Applicant makes the following representations to the Tennessee Public Utility Commission:

- a. Applicant possesses the technical, financial, and managerial resources sufficient to provide the services requested;
- b. Applicant's services will meet the service standards required by the Tennessee Public Utility Commission;
- c. The provision of services by Applicant will not adversely impact the availability of affordable local exchange service;
- d. Applicant, to the extent it is required to do so by the Tennessee Public Utility Commission, will participate in the support of universally available telephone service at affordable rates; and,
- e. The provision of local exchange services by Applicant will not adversely impact the public interest.

The demands of a competitive market are a better means to achieve affordability and quality of service than a monopoly environment. As competitors vie for market share, they will compete based upon price, innovation and customer service.

Those providers that offer consumers the most cost effective products will gain market share. In contrast, providers whose products do not meet the needs of consumers will lose market share and may ultimately, be eliminated from the industry.

Additionally, Light Source's entry into the local exchange market will not unreasonably prejudice or disadvantage any telephone service providers. Incumbent local exchange carriers presently serve a large majority of the local exchange customers in Tennessee. The major advantages of incumbency (i.e., ownership of the existing local network as well as access to, and long-standing relationships with, every local customer) constitute a substantial obstacle to new entrants. Moreover, exchange services competition will stimulate the demand for the services supplied by all local service carriers, including those of the incumbent LECs. Thus, in a competitive market, there will be increased potential for such LECs to generate higher revenues. Additionally, in a competitive market, incumbent providers will have market incentives to improve the efficiency of their operations, thereby reducing their costs and ultimately their profit margins.

In this regard, approval of this Application is clearly in the public interest.

#### **V. Description of Services Offered**

Light Source expects to offer a broad variety of basic local exchange services, fiber network, and data services to business customers in Tennessee, as well as all services required under Chapter 1220-4-8-.04(3). Light Source provides high-bandwidth, fiber-based communications networks, and related competitive data services, for high-bandwidth customers. These networks typically involve providing fiber connectivity, under long term contracts, between multiple customer facilities and to key carrier meet-point locations and local data centers. Light Source customers consist of large business enterprises, governmental organizations (city, county, and state), educational institutions (K-12 school districts, colleges and universities), data centers, and other carriers. Light Source works closely with each customer to design and build communications network solutions to best meet their individual needs, providing networks with unmatched security, flexibility, scalability, and reliability.



The Applicant's IntraLATA Presubscription Implementation Plan is attached hereto as **Exhibit F**. Applicant's proposed data only tariff is attached hereto as **Exhibit K**.

**VI. Waivers and Regulatory Compliance**

Light Source requests that the Tennessee Public Utility Commission grant it a waiver of those regulatory requirements inapplicable to competitive local service resellers such as Financial Record-Keeping System pursuant to Tennessee Rules and Regulation 1220-4-1-.11(1). Such rules are not appropriate or necessary for competitive providers and constitute an economic barrier to entry into the local exchange market.

**1. Financial Record-Keeping System**

a. Light Source requests that it be exempt from any record-keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts ("USOA"). The USOA was developed by the FCC as a means of regulating telecommunications companies subject to rate base regulation, and as a competitive carrier, Light Source does not maintain its financial records in this manner.

b. As a competitive carrier, Light Source maintains its book of accounts in accordance with Generally Accepted Accounting Principles ("GAAP"). Neither the FCC, nor the Tennessee Public Utility Commission, has required Light Source to maintain its records under the USOA for purposes of Light Source's operations. Thus, Light Source does not possess the detailed cost data required by USOA, nor does it maintain detailed records on a state-specific basis. As a competitive provider, Light Source's network operations are integrated to achieve maximum efficiency. Having to maintain records pertaining specifically to its Tennessee local service operations would place an extreme burden on Light Source.

c. Moreover, Light Source asserts that because it utilizes GAAP, the Tennessee Public Utility Commission will have a reliable means by which to evaluate Light Source's operations. Therefore, Light Source hereby respectfully requests to be exempted from the any USOA requirements of the Tennessee Public Utility Commission.

d. The Applicant does agree that it will provide wire line activity reports as required by Tennessee Public Utility Commission rules and regulations.

**2. Local Exchange Directories**

Light Source requests that it not be required to publish local exchange directories. Light Source will make arrangements with the incumbent LECs whereby the names of Light Source's customers will be included in the directories published by the incumbent LECs. LEC directories will also be modified to include Light Source's customer service number. These directories will be distributed to Light Source's customers. This approach is entirely reasonable and will have a direct benefit to the customers of both Light Source and the incumbent LEC since they need only refer to one directory for a universal listing of customer information. It would be an unnecessary burden on Light Source to require that it publish and distribute its own directory to all customers located within each exchange area, particularly since nearly all of these customers will be customers of the incumbent LECs. It is more efficient for Light Source to simply include its limited customer list in the existing directories of the incumbent LECs.

## **VII. Regulatory Obligations**

Applicant shall provide, either directly or indirectly or through arrangements with other carriers or companies, to the extent required by law or regulation:

1. Provide access to 911 and E 911 emergency service;
2. Provide white page directory listings and directory assistance;
3. Provide consumer access to and support for the Tennessee Relay Center in the same manner as incumbent local exchange telephone companies;
4. Provide free blocking service for 900, 976 type services in accordance with Tennessee Public Utility Commission policy;

Applicant shall also:

1. Provide support for universal service in a manner determined by the Tennessee Public Utility Commission. This requirement shall not be construed as prohibiting the granting of a certificate before the universal service issues are determined by the Tennessee Public Utility Commission;
2. Provide interconnection with other certificated carriers or Tennessee Public Utility Commission authorized carriers on a nondiscriminatory basis under reasonable terms and conditions;
3. Comply with Tennessee Public Utility Commission basic service standards as defined in any applicable rules and decisions of the Tennessee Public Utility Commission;
4. Provide equal access to authorized inter-and intraLATA long distance providers, unless otherwise exempted by the Tennessee Public Utility Commission.

## **VIII. Conclusion**

This Application demonstrates that Light Source Communications, LLC possesses the technical, financial and managerial resources to provide basic local exchange services in the State of Tennessee. Furthermore, granting this Application will promote the public interest by increasing the level of competition in the Tennessee telecommunications market. Ultimately, competition will compel all exchange telecommunications service providers to operate more efficiently and with resulting reduced prices for consumers. In addition, as a result of

competition, the overall quality of service will improve. As stated above, Applicant does not intend to provide local service, by its own facilities or otherwise, to any customer located in a rural incumbent LEC's service area, until Applicant provides such LECs notice of intent at least 30 days prior to the date of the intended service, or as otherwise required by law.

Wherefore, Light Source Communications, LLC, respectfully petitions this Tennessee Public Utility Commission for a Certificate to Provide Competing Local Telecommunications Services in the State of Tennessee in accordance with this Application and for such other relief as it deems necessary and appropriate.

Respectfully submitted:



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and

H. LaDon Baltimore  
Farris Bobango, PLC  
414 Union Street, Suite 1105  
Nashville, TN 37219  
E-mail: [dbaltimore@farris-law.com](mailto:dbaltimore@farris-law.com)  
***Attorneys for Applicant: Light Source Communications, LLC***

November 29<sup>th</sup>, 2018

**VERIFICATION OF APPLICANT**

**VERIFICATION OF APPLICANT**

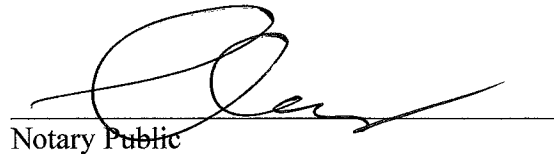
I, Debra Freitas, Chief Executive Officer of Light Source Communications, LLC, a Michigan limited liability company, the applicant for a Certificate of Public Convenience and Necessity from the Tennessee Regulatory Authority, verify that based on information and belief, I have knowledge of the statements in the foregoing Application, and I declare that they are true and correct.



Debra Freitas, Chief Executive Officer

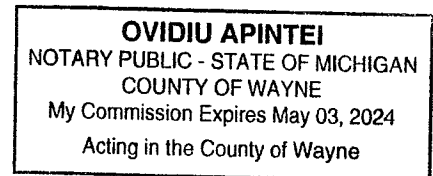
Sworn to and Subscribed before me, the undersigned Notary Public, on this 24<sup>th</sup> day of October, 2018.

(SEAL)

  
Notary Public

OVIDIU APINTEI  
Print or Type Name

My Commission Expires: May 03, 2024.



Tennessee

**EXHIBIT "A"**  
**ARTICLES OF ORGANIZATION**

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS**

**FILING ENDORSEMENT**

**This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)**

**for**

**LIGHT SOURCE COMMUNICATIONS, LLC**

**ID NUMBER: E4548D**

**received by facsimile transmission on May 29, 2014 is hereby endorsed.**

**Filed on May 30, 2014 by the Administrator.**

**This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.**



**Sent by Facsimile Transmission**

**In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 30th day  
of May, 2014.**

**Alan J. Schefke, Director  
Corporations, Securities & Commercial Licensing Bureau**



BCS/CD-700 (Rev. 04/11)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES											
Date Received	(FOR BUREAU USE ONLY)										
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.										
<table border="1"> <tr> <td colspan="3">Name Charles R. Cuzydlo</td> </tr> <tr> <td colspan="3">Address 2193 Association Drive, Suite 500</td> </tr> <tr> <td>City Okemos</td> <td>State MI</td> <td>ZIP Code 48864</td> </tr> </table>			Name Charles R. Cuzydlo			Address 2193 Association Drive, Suite 500			City Okemos	State MI	ZIP Code 48864
Name Charles R. Cuzydlo											
Address 2193 Association Drive, Suite 500											
City Okemos	State MI	ZIP Code 48864									
EFFECTIVE DATE:											

Document will be returned to the name and address you enter above.  
If left blank, document will be returned to the registered office.

**ARTICLES OF ORGANIZATION****For use by Domestic Limited Liability Companies**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned executes the following Articles:

**ARTICLE I**

The name of the limited liability company is: Light Source Communications, LLC

**ARTICLE II**

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

**ARTICLE III**

The duration of the limited liability company if other than perpetual is: \_\_\_\_\_

**ARTICLE IV**

- The name of the resident agent at the registered office is: Charles R. Cuzydlo
- The street address of the location of the registered office is:  

2193 Association Dr., Suite 500	Okemos	, Michigan	48864
(Street Address)	(City)		(Zip Code)
- The mailing address of the registered office if different than above:  

_____	_____	, Michigan	_____
(P.O. Box or Street Address)	(City)		(Zip Code)

**ARTICLE V** (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

Signed this 28th day of May, 2014  
 By Pete A. Empie Debra Jean Freitas  
 (Signature(s) of Organizer(s))  
 Debra Jean Freitas and Pete A. Empie  
 (Type or Print Name(s) of Organizer(s))

**EXHIBIT "B"**  
**FOREIGN QUALIFICATION**



**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

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**Filing Information**

Name: **Light Source Communications, LLC**

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**General Information**

<b>SOS Control #</b>	<b>000990042</b>	Formation Locale:	MICHIGAN
Filing Type:	Limited Liability Company - Foreign	Date Formed:	05/30/2014
	10/15/2018 1:25 PM	Fiscal Year Close	12
Status:	Active	Member Count:	2
Duration Term:	Perpetual		
Managed By:	Member Managed		

**Registered Agent Address**

INCORP SERVICES, INC.  
STE 317  
216 CENTERVIEW DR  
BRENTWOOD, TN 37027-3226

**Principal Address**

STE C  
13909 PENNSYLVANIA RD  
RIVERVIEW, MI 48193-7502

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

<b>Date Filed</b>	<b>Filing Description</b>	<b>Image #</b>
10/15/2018	Initial Filing	B0605-7717

Record Status Changed From: Pending Review To: Active

<b>Active Assumed Names (if any)</b>	<b>Date</b>	<b>Expires</b>
--------------------------------------	-------------	----------------

**EXHIBIT "C"**  
**FINANCIAL INFORMATION**

**PLEASE FIND ONE COPY OF THE CONFIDENTIAL FINANCIAL INFORMATION  
IN A SEPARATE ATTACHED ENVELOPE.**

**EXHIBIT "D"**  
**BIOGRAPHY INFORMATION**

# Light Source Communications, LLC

**Light Source Communications, LLC., (LSC)**, was founded in 2014 to fulfill the demand for more bandwidth and better access. LSC is designed to build, own and maintain unique long haul dark fiber networks across the United States. As providers are challenged to offer more services the need for new, diverse fiber networks will continue to increase. LSC is committed to being the premier sole-source provider of dark fiber, offering the answer to the strong market demand. Light Source is proud to offer its customers a combined 50 years of telecommunications and project management experience. Light Source Communications is headquartered in Michigan.

## **Pete A. Empie**

Pete has 35 years of telecom experience. Pete cofounded Light Source Communications, to build sell and maintain dark fiber assets. In 2009, as Founder and CEO, of Fiber Network Consultants (FNC) Pete was awarded Project Management of the 100 million dollar, 2300 mile fiber build by Merit Network. The project exceeded expectations by coming in slightly under budget, and on time in 2013. Pete then collaborated with Western Telecommunications, Inc., to manage the network maintenance, locating, and permitting management. In 1999, Pete started Waypoint Telecom. As COO of Waypoint he built a 144 count metro dark fiber ring around Lansing, Michigan. Pete sold out the 144 fibers in 3 1/2 years, establishing IRUs with Government, Enterprise, Telecom Carriers, ISP's, and Nonprofit Organizations. In 2005, he expanded Waypoint to light a 600 mile DWDM long haul fiber route in Michigan. He established several metro rings within the State, connected the Michigan network to Chicago, and expanded to light a 1200 mile fiber ring from Chicago to St. Louis.

Pete is an Army veteran, where he worked and trained in the US Signal Corp. After serving his country Pete hired on with MCI as an engineer. From there he went to Brooks Fiber Inc., serving as 3rd level Tech Support specializing in Switching, covering 44 cities throughout the US. Following Brooks Fiber, Pete worked with TCI as a Regional Engineer, designing, and constructing private carriage fiber networks. Following that Pete established a Telephony division with in International Cable and Telephone with 400% year over year growth for 3 years, specializing in fiber based Wide Area Networks.

## **Debra J. Freitas**

Debra is a co-founder of Light Source Communications, LLC. Over the past few years she has managed a 2,300 mile fiber network including multiple IRU customers. She is an expert in operating and maintaining long haul fiber. Debra developed the vendor management protocols as well as managed the maintenance and access of the network from contract to implementation. She procured materials, worked on the negotiation of maintenance and construction agreements, and acted as the liaison between customers and fiber owners. Debra brings 12 years of project management experience working on various projects from industrial installations for General Motors Co., and DaimlerChrysler, to Rights and Royalties for academic publications, and she also owned a Professional Services Consulting company. Debra is an excellent communicator; and she brings high level sales and marketing strategies to LSC. She graduated from the University of Michigan.

## **Contact**

**pempie@lightsourcecom.net or dfreitas@lightsourcecom.net**  
**517.420.1600 734.752.0556**

**EXHIBIT "E"**  
**CORPORATE ORGANIZATION CHART**

**Light Source Communications, LLC is a stand-alone entity.**

**EXHIBIT "F"**  
**INTRALATA PRESUBSCRIPTION IMPLEMENTATION PLAN**



## **LIGHT SOURCE COMMUNICATIONS, LLC ("Light Source")**

### **IntraLATA Presubscription Implementation Plan**

#### **I. Purpose**

The intent of this Plan is to provide a proposal that, upon implementation, would provide customers the ability to select the telecommunications carrier of their choice for routing their intraLATA toll calls. Light Source proposes to implement intraLATA toll dialing parity from the date it receives authority to provide local exchange services in Tennessee and has entered into interconnection arrangements with the ILECs. Light Source proposes to provide toll dialing parity to the Chattanooga, Knoxville, Memphis and Nashville LATAs. Attached hereto are the exchange areas that Light Source proposes to provide intraLATA toll dialing parity.

#### **II. Carrier Selection Procedures**

Light Source will implement the full 2-PIC (Primary Interexchange Carrier) carrier selection methodology. With the full 2-PIC methodology, customers will be able to presubscribe to one telecommunications carrier for interLATA toll calls and presubscribe to the same or a different participating telecommunications carrier, including their existing local exchange company, for all intraLATA toll calls. Orders for changes will be accepted and processed beginning on the implementation date.

Light Source 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 and direct customers to their chosen intraLATA carriers. Processes will be in place to provide new customers with an opportunity to choose their intraLATA toll carrier from a list of available carriers. Light Source will implement a PIC change charge waiver period of 90 days.

#### **New Customers**

Customers who contact Light Source requesting new telephone exchange service will be provided a list of telecommunications carriers available to provide interLATA toll service. Upon implementation of intraLATA toll presubscription, the customer will be provided a second list of carriers, including Light Source, that provides intraLATA toll service in their exchange. The list of intraLATA toll carriers will be presented in a competitively neutral manner. Customers who do not make a positive choice for an intraLATA toll carrier will be identified within Light Source's system as a "no-PIC" and will not be automatically defaulted to a carrier. Customers identified as "no-PIC" within Light Source's systems will be required to dial 101XXXX to place intraLATA toll calls until they make an affirmative

choice for an intraLATA toll carrier.

### III. Customer Education/Notification

Customers will receive information explaining their opportunity to select an intraLATA carrier a minimum of 30 days in advance of the offering of intraLATA toll dialing parity via a bill message. In addition, during the 30 days following implementation of intraLATA Dialing Parity, customers will receive a bill insert also explaining their opportunity to select an intraLATA carrier. Light Source anticipates that promotional strategies by carriers will contribute to customer awareness of intraLATA toll dialing parity. Customer telephone directories will be updated as new editions are published to reflect the opportunity for customers to choose an intraLATA toll carrier.

### IV. Carrier Notification

Current interexchange carriers will be notified of Light Source's intraLATA toll dialing parity implementation via letter approximately 90 days in advance of the proposed implementation date. Carriers should provide a list of exchanges in which they plan to offer intraLATA toll service at least 60 days in advance of Light Source's implementation date. Light Source needs notification in advance to include the carrier on the list of participating carriers in each Light Source exchange. Certified carriers who enter the market after implementation will be added to the list of participating carriers within 30 days of notifying Light Source.

Light Source will provide subscriber listing information to carriers in "readily accessible" tape or electronic formats in a timely manner as requested through the processes that currently exist for the interLATA market. The process includes subscriber listing updates to carriers for new customers who choose that carrier or of existing customers of a carrier who revise their subscriber listing information. In addition, carriers can obtain complete subscriber listings in several formats. The provision of this information is in compliance with FCC Order No. 96-333, Paragraph 389.

Light Source will comply with Part 51, Sections, 305, 307, 325, 327, 329, 331, 333 and 335 of the FCC Order in providing the required information and notice to the public of network changes. Light Source plans to file a public notice with the FCC, with possible migration of the notice to the Internet process as described in Section 329. The notice will include network information as outlined in Section 327. The notice will be provided within the timeframes described in Sections 331-333. Light Source will comply with all rules of the FCC and the TRA.

## V. Non-Discriminatory Access

Light Source will provide:

- non-discriminatory access to emergency services and services for the hearing and speech impaired;
- non-discriminatory access to local and long distance directory assistance and provision of local telephone directories to end users;
- non-discriminatory access to operator services;
- non-discriminatory access using standard dialing patterns to all interLATA and intraLATA long distance carriers, including 1+ and 0+ access to the customer's carrier of choice for interLATA calls; and
- non-discriminatory access to telephone numbers and number portability where technically and economically feasible.

## VI. Slamming Policy

### Verification of orders

Light Source will not submit a change order for local exchange or intrastate toll service until the change order is confirmed in accordance with one of the following procedures:

(a) Light Source has obtained the customer's written authorization to submit the order which includes the following information from the customer:

- (1) The customer billing name, billing telephone number and billing address and each telephone number to be covered by the change order;
- (2) The decision to change; and
- (3) The customer's understanding of the change fee.

(b) Light Source has obtained the customer's authorization, as described in (a) of this subsection, electronically.

Calls to the number(s) shall connect a customer to a voice response unit, or similar, that records the required information regarding the change, including automatically recording the originating automatic number identification (ANI).

(c) An appropriately qualified and independent third party operating in a location physically separate from the telemarketing representative has obtained the customer's oral authorization to submit the change order that confirms and includes appropriate verification data in (a) of this subsection.

### Implementing order changes

(a) Telemarketing orders. Within three business days of any telemarketing order for a change, Light Source will send each new customer an information package by first class mail containing at least the following information concerning the requested change:

- (1) The information is being sent to confirm a telemarketing order placed by the customer.
- (2) The name of the customer's current telecommunications company.
- (3) A description of any terms, conditions or charges that will be incurred.
- (4) The name of the newly requested telecommunications company.

- (5) The name of the person ordering the change.
- (6) The name, address and telephone number of both the customer and Light Source.
- (7) A postpaid postcard which the customer can use to deny, cancel or confirm a service order.
- (8) A clear statement that if the customer does not return the postcard, the customer's service will be switched fourteen days after the date the information package was mailed. If customers have cancelled their orders during the waiting period, Light Source cannot submit the customer's order.
- (9) The name, address and telephone number of a contact point for consumer complaints.
- (b) The documentation of the order shall be retained by Light Source, at a minimum, for twelve months to serve as verification of the customer's authorization to change its telecommunications company. The documentation will be made available to the customer upon request.
- (c) Customer initiated orders. Light Source when receiving the customer initiated request for a change of local exchange and/or intrastate toll shall keep an internal memorandum or record generated at the time of the request. Such internal record shall be maintained by Light Source for a minimum of twelve months to serve as verification of the customer's authorization to change telecommunications companies. The internal record will be made available to the customer upon request. Within three business days of the order, Light Source will send each new customer an information package by first class mail containing at least the following information concerning the request to change.

### List of Exchanges

Adams-Cedar Hill	Arlington	Ashland City	Athens
Bean Station	Bells	Bent Creek	Benton
Bethel Springs	Big Sandy	Blanche	Bolivar
Brownsville	Bulls Gap	Camden	Carthage
Cedar Grove	Centerville	Charleston	Charlotte
Chattanooga	Chestnut Hill	Clarksville	Cleveland
Clinton	Collierville	Columbia	Copper Basin
Covington	Cross Plains	Culleoka	Cumberland City
Cumberland Gap	Cunningham	Dandridge	Dayton
Decatur	Dickson	Dover	Dyer
Dyersburg	Eagleville	East Sango	Elkton
Etowah	Fairview	Fayetteville	Flintville
Franklin	Fredonia	Gallatin	Gatlinburg
Georgetown	Gibson	Gleason	Goodlettsville
Grand Junction	Greenback	Greenbrier	Greenfield
Halls	Hampshire	Harriman	Hartsville
Henderson	Hendersonville	Henning	Hohenwald
Hornbeak	Humboldt	Huntington	Huntland
Jackson	Jasper	Jefferson City	Jellico
Kenton	Kingston	Kingston Springs	Knoxville
LaFollette	LaGrange	Lake City	Lawrenceburg
Lebanon	Lenoir City	Lewisburg	Lexington
Loudon	Lyles	Lynchburg	Lynnville
Madisonville	Manchester	Maryville	Mascot
Maynardville	McEwen	McKenzie	Medina
Memphis	Middleton	Milan	Morristown
Moscow	Mt. Pleasant	Murfreesboro	Nashville
Newbern	Newport	Normandy	Norris
N. Spring Hill	Oak Ridge	Old Hickory	Oliver Springs
Palmyra	Paris	Petersburg	Pleasant View
Portland	Pulaski	Ridgely	Ripley
Rockwood	Rogersville	Sango	Santa Fe
Savannah	Selmer	Sevierville	Sewanee
Shelbyville	Smyrna	Sneedville	Soddy-Daisy
Solway	Somerville	S. Cunningham	S. Fredonia
S. Pittsburgh	Spencer Mill	Spring City	Springfield
Spring Hill	Summertown	Surgoinsville	Sweetwater
Tiptonville	Trenton	Triune	Troy
Tulahoma	Union City	Vanleer	Wartrace
Watertown	Waverly	W. Sweetwater	W. Whiteville
White Bluff	White House	White Pine	Whiteville
Whitewell	Williamsport	Winchester	

**EXHIBIT "G"**  
**SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS**  
**PARTICIPATION PLAN**

**LIGHT SOURCE COMMUNICATIONS, LLC**

**SMALL & MINORITY OWNED TELECOMMUNICATIONS BUSINESS  
PARTICIPATION PLAN**

Pursuant to T.C.A. §65-5-212, as amended, Light Source Communications, LLC (“Light Source”) 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 §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. Light Source 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. Light Source 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, Light Source will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to Light Source of such opportunities. Light Source’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, Light Source 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**

Light Source'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 Light Source's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be:

Debra Freitas, CEO  
Light Source Communications, LLC  
13909 Pennsylvania Road, Suite C  
Riverview, Michigan 48193  
Telephone: (734) 250-8941  
Facsimile: (734) 288-3534

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 Public Utility Commission.

- (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 Public Utility Commission, including the filing of required annual updates.
- (4) Serving as the primary liaison to and cooperate with the Tennessee Public Utility Commission, 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 Public Utility Commission.
- (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 Light Source 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.

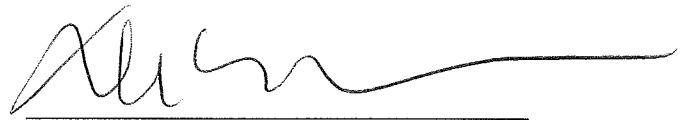
#### IV. RECORDS AND COMPLIANCE REPORTS

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

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

Light Source Communications, LLC

By:



Debra Freitas, Chief Executive Officer

Dated: 10/24/18

**EXHIBIT "H"**  
**PRE-FILED TESTIMONY**

**PRE-FILED TESTIMONY  
OF  
DEBRA FREITAS**

**I. Introduction**

1. Q. Please state your name and business address.  
A. My name is Debra Freitas. My business address is 13909 Pennsylvania Road, Suite C, Riverview, Michigan 48193.
2. Q. By whom are you employed and in what capacity?  
A. I am Chief Executive Officer of Light Source Communications, LLC ("Light Source").
3. Q. Please give a brief description of your background and experience in business and telecommunications.  
A. My background and experience, as well as other members of the management team of Light Source, are set forth in Exhibit D to our application.
4. Q. What is the purpose of your testimony?  
A. The purpose of my testimony is to describe the nature of Light Source's proposed service offering within the State of Tennessee, and to demonstrate its financial, managerial, and technical ability to provide the telecommunications services for which authority is sought herein.
5. Q. Do you wish to incorporate by reference any documents into your testimony?  
A. Yes. I wish to incorporate by reference the underlying Application filed in this proceeding and its associated attachments.

**II. The Business of Light Source**

6. Q. Has Light Source registered to do business in Tennessee?  
A. Yes. Light Source is a Michigan Limited Liability Company that has received authorization to transact business within the State of Tennessee. A copy of Light

Source's Certificate of Formation is attached to the Application as Exhibit A and a copy of the document of authorization from the State of Tennessee is attached to that Application as Exhibit B.

7. Q. Please describe the services Light Source intends to provide within the State of Tennessee.

A. Light Source expects to offer a broad variety of basic local exchange services, fiber network, and data services to business customers in Tennessee, as well as all services required under Chapter 1220-4-8-.04(3). Light Source provides high-bandwidth, fiber-based communications networks, and related competitive data services, for high-bandwidth customers. These networks typically involve providing fiber connectivity, under long term contracts, between multiple customer facilities and to key carrier meet-point locations and local data centers. Light Source customers consist of large business enterprises, governmental organizations (city, county, and state), educational institutions (K-12 school districts, colleges and universities), data centers, and other carriers. Light Source works closely with each customer to design and build communications network solutions to best meet their individual needs, providing networks with unmatched security, flexibility, scalability, and reliability.

8. Q. Does Light Source have authorization to provide intrastate telecommunications services in any other state?

A. Yes. Applicant is currently authorized to provide local exchange, interexchange and/or data services in Georgia, Iowa, Nebraska, and Oklahoma.

9. Q. Has Light Source ever had an application for a certificate of public convenience and necessity denied?

A. No.

10. Q. Does Light Source intend to file a tariff with the Tennessee Public Utility Commission?
- A. Yes. Light Source has filed a proposed data only tariff with its application.
11. Q. Is Applicant willing and able to adhere to all applicable Commission policies, rules and orders?
- A. Yes. Applicant is willing and able to adhere to all applicable Commission policies, rules and orders. In addition, Light Source at all times will provide interstate services in compliance with all FCC rules and regulations. Light Source will at all times provide and market services in accordance with current Tennessee Public Utility Commission policies and will attempt to comply with the terms of that order in every respect possible.
12. Q. Has any state ever denied Light Source authorization to provide intrastate service?
- A. No.
13. Q. Has any state ever revoked the certification of Light Source?
- A. No.

### III. Managerial, Technical and Financial Qualifications

14. Q. Does Light Source have sufficient managerial, technical, and financial resources and ability to provide the telecommunications services proposed in its Application?
- A. Yes. Light Source has sufficient technical, financial, and managerial resources and ability to provide the telecommunications services for which authority is sought herein. Light Source's personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. My qualifications and experience, as well as members of Light Source's current management team, are discussed on Exhibit D which is attached to our Application in support of Applicant's managerial and



technical ability to provide the services for which authority is sought herein.

15. Q. Please describe the financial condition of Light Source.

A. In support of Light Source's financial ability to provide the services sought herein, a copy of Light Source's Accountant's Compilation Report for 2016 and 2017, was submitted as Exhibit C to its Application.

#### IV. Public Interest

16. Q. How will residents of Tennessee benefit from Light Source's services and presence in Tennessee?

A. The Tennessee Public Utility Commission's grant of this certificate is in the public interest because residential and business consumers of telecommunications services within Light Source's service territory will receive increased choice, improved quality of service, and heightened opportunities to obtain improved technology in the homes and businesses. Market incentives for new and old telecommunications providers in Tennessee will be improved greatly through an increase in the diversity of suppliers and competition within the local exchange telecommunications market. Consistent with the Tennessee Public Utility Commission's intent to aid in the development of a competitive telecommunications environment in Tennessee, the granting of a certificate of authority to provide local exchange and interexchange service will offer increased efficiency to the State's telecommunications infrastructure through greater reliability of services and an increase in competitive choices.

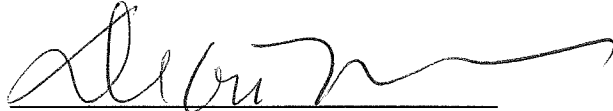
17. Q. Does this conclude your testimony?

A. Yes. I would like to thank the Tennessee Public Utility Commission for this opportunity to provide information relevant to Light Source's Application and am ready to provide any additional information that the Tennessee Public Utility Commission may need in making its decision.

**VERIFICATION OF APPLICANT**

**VERIFICATION OF APPLICANT**

I, Debra Freitas, Chief Executive Officer of Light Source Communications, LLC, a Michigan limited liability company, the applicant for a Certificate of Public Convenience and Necessity from the Tennessee Regulatory Authority, verify that based on information and belief, I have knowledge of the statements in the foregoing Pre-Filed Testimony, and I declare that they are true and correct.



Debra Freitas, Chief Executive Officer

Sworn to and Subscribed before me, the undersigned Notary Public, on this 24 day of October, 2018.

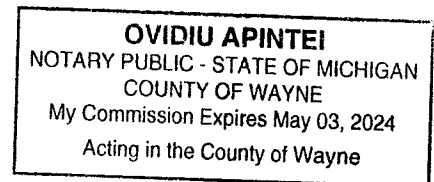
(SEAL)



Notary Public

OVIDIU APINTEI  
Print or Type Name

My Commission Expires: May 03, 2024.



**EXHIBIT "I"**  
**NUMBERING ISSUES & TENNESSEE SPECIFIC OPERATION ISSUES**

Numbering Issues

1. Applicant's expected demand for NXXs within a year of approval of our application is 60 to 80 NXXs per NPA.
2. Applicant estimates it will request 60 NXXs from NANPA when we establish our service footprint.
3. We expect to establish our initial service footprint in the 615 and 931 NPAs within 6 months of certification.
4. The company will sequentially assign numbers within NXXs if it is required by Tennessee Public Utility Commission rules and regulations. In other jurisdictions customer requirements have dictated the non-sequential assignment of telephone numbers.
5. The company will follow NANPA guidelines and Tennessee Public Utility Commission regulations and assign numbers accordingly.
6. When ordering NXXs for growth, we follow the forecasting guidelines set by NANPA and the state regulatory body.

Tennessee Specific Operation Issues

1. Our current billing system will allow us to bill the calling plan in compliance with TCA Section 65-21-114.
2. At this time, the company is not aware of the Tennessee County Wide Calling database maintained by AT&T and the procedures to enter your telephone numbers on the database. The company intends to address all interconnection requirements and procedures with AT&T during the negotiation process and prior to the provision of local exchange service.
3. The company initially intends to provide service in Nashville, Memphis, Knoxville and Chattanooga. It is the Company's usual practice to mirror the calling pattern on the incumbent LEC, therefore this is how the company will provide metro area toll-free calling around Memphis, Nashville, Knoxville & Chattanooga.

4. At this time, the company is not aware of the MAC database maintained by BellSouth and the procedures to enter your telephone number on the database. The company intends to address all interconnection requirements and procedures with Bell South during the negotiation process and prior to the provision of local exchange service.
5. Employee responsible to work with the Commission on resolving customer complaints:  
Regulatory contact: Debra Freitas  
(734) 250-8941  
  
Customer Service contact: Debra Freitas  
(734) 250-8941
6. The company intends to use telesales by its own employees. The company is aware of the telemarketing statutes and limitations found in TCA Section 65-4-401 and Chapter 1220-4-11 and will make every effort to comply with these regulations.

**EXHIBIT "J"**  
**BOND OR LETTER OF CREDIT**

# TENNESSEE REGULATORY AUTHORITY

## TENNESSEE TELECOMMUNICATIONS SERVICE PROVIDER'S SURETY BOND

Bond #: 100411298

**WHEREAS, LIGHT SOURCE COMMUNICATIONS, LLC** (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, AMERICAN CONTRACTORS INDEMNITY 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 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 12th day of October, 2018, 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

LIGHT SOURCE COMMUNICATIONS, LLC

Name of Company authorized by the TRA

Company ID # as assigned by TRA

SIGNATURE OF PRINCIPAL

Name: Debra Freitas  
Title: CEO

### SURETY

AMERICAN CONTRACTORS INDEMNITY COM

Name of Surety  
801 S. Figueroa Street, Suite 700, Los Angeles,  
CA 90017

Address of Surety

SIGNATURE OF SURETY AGENT

Name: JOSHUA R. KAYSER  
Title: Attorney-In-Fact

Address of Surety Agent:

BROOKLYN VENTURES LLC  
3514 INTERSTATE 70 DRIVE SE, STE 102  
COLUMBIA, MO, 65201



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, 2000 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.)



DUPLICATE ORIGINAL

### ACKNOWLEDGMENT OF PRINCIPAL

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of \_\_\_\_\_, and he acknowledged to me that he executed the same.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires:

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

### ACKNOWLEDGMENT OF SURETY

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_ Boone

Before me, a Notary Public of the State and County aforesaid, personally appeared Joshua R. Kayser with whom I am personally acquainted and who, upon oath, acknowledged himself to be the individual who executed the foregoing bond on behalf of American Contractors Indemnity Company, the within named 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, and that he as such an individual being authorized to do so, executed the foregoing bond, by signing the name of the corporation by himself and as such individual.

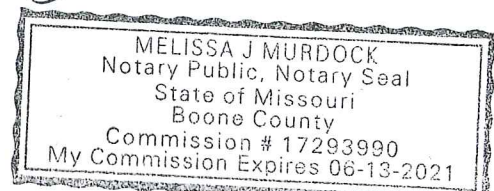
WITNESS my hand and seal this 12th day of October, 20 18.

My Commission Expires:

06/13/2021

Melissa J. Murdock  
Notary Public

### APPROVAL AND INDORSEMENT



This is to certify that I have examined the foregoing bond and found the same to be sufficient and in conformity to law, that the sureties on the same are good and worth the penalty thereof, and that the same has been filed with the Tennessee Regulatory Authority, State of Tennessee, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name:  
Title:



TOKIO MARINE  
HCC

DUPLICATE ORIGINAL

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

**JOSHUA R. KAYSER**

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100411298, issued in the course of its business and to bind the Company thereby, in an amount not to exceed Twenty thousand and 00/100 ( \$20,000.00 ).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1<sup>st</sup> day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1<sup>st</sup> day of June, 2018.

State of California  
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Adam S. Pessin  
Adam S. Pessin, President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1<sup>st</sup> day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

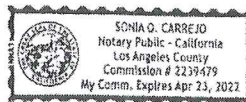
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Sonia O. Carrejo

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of October, 2018.

Bond No. 100411298

Agency No. 13266



Kio Lo  
Kio Lo, Assistant Secretary

**EXHIBIT "K"**  
**PROPOSED TARIFF**

**TENNESSEE TELECOMMUNICATIONS TARIFF  
OF**

**Light Source Communications, LLC**

16737 Anderson Drive  
Southgate, Michigan 48195

Regulations and schedule of intrastate charges applying to  
intrastate services within the state of Tennessee.

Issued: November 30, 2018

Issued By:

Debra Freitas, Chief Executive Officer

16737 Anderson Drive  
Southgate, Michigan 48195

Effective: December 30, 2018

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Issued: November 30, 2018

Effective: December 30, 2018

Issued By:

Debra Freitas, Chief Executive Officer  
16737 Anderson Drive  
Southgate, Michigan 48195

**CHECK LIST**

Tariff sheets are effective as of the date shown. Revised sheets as named below contain all changes from the original tariff that are in effect on the date thereof.

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17	Original
18	Original

\* signifies new tariff sheets or where sheets have been amended

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Issued By:

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16737 Anderson Drive  
Southgate, Michigan 48195

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**TARIFF FORMAT SHEET**

- A. Page Numbering. Page numbers appear in the upper-right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added, the page appears as a decimal. For example, a new page added between pages 34 and 35 would be 34.1.
- B. Page Revision Numbers. Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Tennessee Public Utility Commission. For example, the 4th revised Page 34 cancels the third revised Page 34. Because of deferrals, notice periods, etc., the most current page number on file with the Commission is not always the tariff page in effect. User should consult the check page for the page currently in effect.
- C. Paragraph Numbering Sequence. There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
  - 2.1.1.A.1.(a).1
  - 2.1.1.A.1.(a).1.(i)
  - 2.1.1.A.1.(a).1.(i)(1)
- D. Check List of Effective Pages. When a tariff filing is made with the Commission, an updated Check List of Effective Pages ("Check List") accompanies the tariff filing. The Check List lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check List 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 the Check List if these are the only changes made to it (i.e., the format, etc.). User should refer to the latest Check List to find out if a particular page is the most current page on file with the Commission.

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1. EXPLANATION OF SYMBOLS

Whenever tariff sheets are revised, changes will be identified by the following symbols:

(AT) means added to text.

(C) means a correction.

(CP) means a change in rate.

(CT) means change in text.

(DR) means discontinued rate.

(FC) means a change in format lettering or numbering.

(MT) means moved text.

(NR) means new rate.

(RT) means removal of text.

2. APPLICABILITY OF TARIFF

This tariff contains a description of services offered by the Company within the State of Tennessee as to which the Company is required to obtain a Certificate of Convenience and Necessity ("CCN") from the Tennessee Public Utility Commission, the terms and conditions under which each of such services is provided and all effective rates and charges applicable to the furnishing of those services. This tariff is binding on the Company with the respect to the services it covers and no deviation of any kind from this tariff as to such services is permitted.

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3. ACCESSIBILITY OF TARIFF

This tariff is on file with the Commission and is accessible at the Company's principal place of business:

Light Source Communications, LLC  
16737 Anderson Drive  
Southgate, Michigan 48195  
Telephone: 734-752-0556

This tariff is available for viewing, during normal business hours, at the Commission or the Company's principal place of business. Additionally, copies are available upon request, free of charge to end-users, by contacting the Company at the address or phone number shown above.

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#### 4. DEFINITIONS

As used in this tariff, the following terms shall have the following meanings unless the context requires otherwise:

- A. Commission - The Tennessee Public Utility Commission.
- B. Company - Light Source Communications, LLC ("Light Source"), the issuer of this tariff.
- C. Customer - Any person, firm, partnership, corporation, organization or other lawful entity that orders and/or receives services covered by this tariff from the Company.
- D. Dedicated - A facility or equipment system or subsystem set aside for the sole use of a specific Customer.
- E. Disconnection of service - An arrangement for permanently discontinuing service by terminating the contract and/or removing service from the end-user's premises.
- F. Facilities - All the plant and equipment of the Company or another provider of services, including, without limitation, all tangible and intangible real and personal property and any and all means and instrumentalities in any manner owned, operated, leased, licensed, used, controlled, furnished, or supplied for, by, or in connection with the regulated business of any provider.
- G. Individual Case Basis or ICB - A service arrangement in which the regulation, rates and charges of the services provided are developed based on the specific circumstances of the case and set forth in a written contract or other agreement between the provider and its customer.
- H. Non-regulated service(s) - Any service(s) the Company is allowed to provide without being granted a CCN by the Commission, that are not set forth in a tariff approved by the Commission and/or where the rates and/or terms and conditions for such service(s) are not otherwise regulated by the Commission.
- I. Premises - The property, premises or other space occupied by a Customer or authorized user of services.

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- J. Service Commencement Date - The first day following the date on which the Company notifies a Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service that does not conform to standards set forth in an agreement between the Company and the Customer and/or, when applicable, this tariff, in which case the Service Commencement Date is the date of the Customer's acceptance and/or use of such service. The Company and Customer may mutually agree on a substitute Service Commencement Date.
- K. User - Any person, firm, partnership, corporation, organization or other lawful entity designated by the Company, a Customer or another authorized party to use services furnished to a Customer by the Company or another provider.

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5. PROVISION OF SERVICE

The Company shall provide service to Customers which enter into a written contract with the Company specifying the services to be provided by the Company, the rates to be charged, and other terms and conditions of service. Certain general terms and conditions applicable to the provision of service by the Company are set forth in this tariff. Contract terms not specifically governed by the tariff will be individually negotiated with each prospective Customer. The Company will not provide services covered by this tariff to any Customer until a contract has been executed.

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## 6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES

### A. Conditions for Use: Service may be used for the transmission of information of the Customer provided that:

1. The Customer has entered into a written contract with the Company;
2. The Customer shall not use service for any purpose or in any manner directly or indirectly in violation of the law or in aid of any unlawful act or undertaking; and
3. The Customer, upon request, shall furnish such information and access to its location(s) and/or User's location(s) as may be required to permit the Company to design and maintain the Facilities to provide service and to assure that the service arrangement is in accordance with the provisions of this tariff and the contract entered into between the Customer and the Company.

### B. Customer is Responsible for:

1. Ensuring compatibility, installation, and maintenance of equipment and systems provided by the Customer or User with the interface equipment provided and/or sanctioned by the Company.
2. Damage to, or destruction of, Facilities caused by the negligence or willful act of the Customer or User or their agents.
3. Reimbursing the Company for any loss caused by the theft of Facilities installed on the Customer's or User's premises.
4. The provision of the power, wiring and outlets required to operate the Facilities installed on the Customer's or User's Premises.
5. The provision, installation and maintenance of sealed conduit with explosive-proof fittings between equipment furnished by the Company in explosive atmosphere and points outside the hazardous area where connection may be made with the Facilities. The Customer may be required to install and maintain the Company's equipment within the hazardous area if, in the opinion of the Company, injury or damage to its employees or property might result from installation or maintenance by the Company.

## 6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

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6. Obtaining permission for the Company's agents or employees to enter the Premises of the Customer or User at any reasonable hour for the purpose of installing, inspecting, repairing or, upon termination of service, removing the Facilities.
  7. Making the Company's service components and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer, and providing for reasonable access to those facilities and equipment.
  8. All actions or omissions of a person, firm or corporation appointed by the Customer as its agent. Any limitations of agent's authority shall not be binding on the Company.
  9. Any breach of the terms and conditions contained in this tariff or in the contract between the Customer and the Company governing service.
- C. Payment of Rates and Charges: The Customer is responsible for payment of all rates and charges as specified in this tariff and/or the contract with the Company, for services furnished by the Company to the Customer or User. The Company will submit invoices to the Customer each month at the Customer's general office or at such other places as may be designated by the Customer, which are due and payable upon receipt. Undisputed invoices not paid after thirty (30) days are subject to interest compounded monthly at 1.5% per month, or such other amount otherwise allowed by law. In addition, failure to pay any past or currently due amounts may result in termination of service as described in Section 13 of this tariff. Any billing errors shall be adjusted to the known date of error or for a period of one year, whichever is shorter.
- D. Complaint Procedures: Unless the parties to the written contract agree to different process, which terms shall govern over this tariff, a Customer may initiate a complaint with the Company on any matter by telephone, in writing or in person at any of the Company's offices. The Company's response to the complaint will generally be in the same format used by the Customer. The customer may, at any point during the resolution of the complaint, seek review by a supervisor or manager. If the Customer is still not satisfied, Customer should document the complaint with sufficient detail to investigate the complaint and send the complaint to:

Debra Freitas, Chief Executive Officer  
16737 Anderson Drive  
Southgate, Michigan 48195  
Telephone: (734) 752-0556

6. CUSTOMER OBLIGATIONS AND RESPONSIBILITIES (cont.)

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D. Complaint Procedures (cont.)

The Company shall further direct such supervisory personnel to inform such Customer who expresses non-acceptance of the decision of such supervisory personnel of their right to have the problem reviewed by the Commission and shall furnish them with the telephone number and address of the Consumer Services Division of the Tennessee Public Utility Commission as follows:

Tennessee Public Utility Commission  
Consumer Services Division  
502 Deaderick Street, 4<sup>th</sup> Floor  
Nashville, Tennessee 37152-2000  
Phone (toll-free): (800) 342-8359  
8:00 a.m. to 4:30 p.m. Monday through Friday

7. OBLIGATIONS OF THE COMPANY

A. Undertakings: The undertaking of the Company is to furnish service as ordered and specified by the Customer, and as limited by the terms and conditions of this tariff and the contract entered into between the Customer and the Company. This offering is subject to the availability of Facilities. The Company undertakes to maintain and repair any equipment which it furnished to the Customer, unless otherwise specified in the contract entered into between the Customer and the Company. The Customer or User may not rearrange, disconnect, remove, or attempt to repair any equipment installed by the Company without the prior written consent of the Company.

B. Limitations: The Company shall not be responsible for installation, operation or maintenance of any Terminating Facilities or communications systems purchased or connected to service by a Customer, unless otherwise specified in the contract entered into between the Customer and the Company. Service is not represented as adapted to the use of any specific equipment or system. The Responsibility of the Company shall be limited to the furnishing of service and maintenance and operation of such service. The furnishing of service will require certain physical arrangements of the facilities of the Company and is therefore subject to the availability of such facilities.

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C. Liability and Indemnification:

1. The Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays or errors, or defects in transmission occurring in the course of furnishing service. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages to a Customer or User as a result of any service provided by the Company or use of the Facilities, or the acts, omissions or negligence of the Company's employees or agents. The Company's liability for gross negligence or willful misconduct is not limited by this tariff.
2. The sole remedy for a Customer or User with respect to failure of the Company to maintain proper standards or maintenance and operation or failure to exercise reasonable supervision shall in no event exceed an amount equivalent to the credit for a service interruption specified in the contract between the Company and the Customer or User. To the extent such regulations are applicable to the particular service at issue, or unless the parties to the written contract agree different process, which terms shall govern over this tariff, the Company follows the credits and credit allowances procedures as established in the Commission's rules.
3. The Company does not guarantee or make any warranty with respect to equipment provided by it for use in an explosive atmosphere. The Customer or User indemnifies and holds the Company harmless from any and all loss, claims, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the Customer or User or by any other party or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or User or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to maintain, removal, presence, condition, location or use of said equipment so provided.
4. The Company shall not be liable for any defacement of or damage to the Premises of a Customer or User resulting from the furnishing of Facilities or the attachment of the instruments, apparatus and associated wiring furnished by the Company on such Premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the agents or employees of the Company.



7. OBLIGATIONS OF THE COMPANY (cont.)

C. Liability and Indemnification (cont.)

5. The Company shall be indemnified and saved harmless by the Customer or User against:

- (a) Claims for libel, slander and infringement or copyright arising from the material transmitted over the Facilities.
- (b) Claims for infringement of patents arising from, combining with, or using in connection with, the Facilities and systems or apparatus of the Customer or User; and
- (c) All other claims arising out of any act or omission of the Customer or User or their agents in connection with the Facilities, or information transmitted over the Facilities.

D. Provision of Facilities:

- 1. Upon agreement between the Company and the Customer, the Company will provide all Facilities necessary for service.
- 2. Provided the necessary Facilities are available, service will be furnished by the Company. Where Facilities are not available, terms for provision of service will be individually negotiated with the Customer.

8. SERVICE PERIOD

The period for which service will be provided by the Company to the Customer or User shall be the period specified in the contract between the Customer and the Company.

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## 9. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

Individual Case Basis (ICB) arrangements refers to a service arrangement for private line or private circuit services the Company will make available to customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined by an ICB. ICB rates will be structured so as not to be less than the amount necessary to recover the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

## 10. SPECIAL CONSTRUCTION

Provision of service may require special construction of Facilities and equipment by the Company. Special construction arrangements of Facilities may be undertaken by the Company at the request of the Customer or User and upon determination by the Company that such arrangements are appropriate in the particular instance.

A. Survey and Design. Prior to engaging in any special construction, survey and design studies may be required. Should that be the case, the Company and the Customer may agree to arrange for the performance of those studies, the review and acceptance thereof by both the Company and the Customer, and the appropriate charges therefore. Failure to agree on the performance of such studies, the acceptability thereof, or the charges therefore, shall constitute grounds for denial of the requested service by the Company.

B. Charges for Special Construction. All recurring and non-recurring charges for special construction shall be set forth in the contract between the Company and the Customer, and shall be the responsibility of the Customer, regardless of the projected charges for the provision of service by the Company.

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**11. SERVICE OFFERINGS**

The Company will provide point-to-point and point-to-multipoint, Private Line Services connecting a Customer's or User's locations to one another.

**12. SERVICE RATES**

A. ICB service rates will be charged for private line or private circuit services the Company will make available to Customers in a non-discriminatory manner. Rates for interexchange dedicated access, private line or circuit, non-switched services will be determined by an ICB. ICB rates will be structured to recover an amount that is not less than the Company's cost of providing the service and will be made available to Commission Staff upon request on a proprietary basis. ICB rates will not be used for switched services.

**B. Rates for Intrastate Services****1. Recurring Charges - One Year Rates**

Monthly

**(A) DS I Service**

One Net Rate

**13. SPECIAL CHARGES**

A. Out-of-Normal Work Hours: The charges specified in this Section 12 do not contemplate work being performed by Company employees at a time when overtime wages apply due to the request of the Customer, nor do they contemplate work once begun being interrupted by the Customer. If the Customer requests labor be performed at hours of the day or days of the week other than during normal working hours or days (8:00 a.m. to 4:30 p.m., Monday through Friday), or during holidays, or if the Customer interrupts work once begun, an additional charge, equal to the actual higher costs incurred by the Company for overtime and materials, may be imposed.

B. Maintenance and Service Charge: The Customer may be responsible for the cost incurred by the Company in connection with a maintenance and/or service visit to the Customer's or User's Premises when the difficulty or trouble results from the equipment or Facilities provided by the Customer or User, or when failure in the Company's equipment or Facilities is attributable to the Customer or User or their agents. Said cost shall be based upon the current labor rate and material costs of the Company in effect at the time of the visits.

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#### 14. SERVICE CANCELLATIONS

##### A. Discontinuance of Service by the Company:

The Company, by such written notice to the Customer as specified in the contract between the Customer and the Company, may discontinue furnishing service without incurring any liability beyond that stated in the contract, upon:

1. Non-payment of any sum due to the Company by a Customer; or
2. A breach of any of Customer's representations, warranties or obligations contained in the contract between the Customer and Company, or a violation by the Customer of any term or condition governing the furnishing of service as specified in this tariff or in the contract for service between the Customer and the Company.
3. As allowed by OAC 165:55-11-2, if applicable to the particular service being provided.

##### B. Cancellation of Service by the Customer Prior to End of the Contract Period:

When the Customer cancels the service prior to the end of the term of the contract, the Customer may be required to pay a cancellation charge in the amount specified in the contract between the Customer and the Company.

- C. Cancellation of Application for Service: When the prospective Customer cancels an application for service prior to the start of installation or special construction of Facilities by the Company, no charge shall be made to the prospective Customer. Where the installation of Facilities has been started prior to the cancellation, the prospective Customer shall pay a cancellation charge in the amount specified in the contract between the Customer and the Company. Installation or special construction of Facilities for a Customer is considered to have started from the latest contract date or when the Company incurs any expense in connection therewith, whichever occurs earlier.

15. SERVICE INTERRUPTIONS

- A. General: The Company agrees to use its best efforts to assure continuous full time operation of the service. The Customer is considered to have experienced a service interruption when the Circuit becomes unavailable for use or the quality of transmission is such that the Circuit is effectively unusable.
- B. Service Restoration: The Company agrees to use its best efforts to respond to the Customer's reasonable request for maintenance in connection with the service as soon as reasonably possible. The Company shall have no obligation to perform maintenance which requires access to the Customer's or other premises or buildings when that access cannot be provided to the Company by the Customer. The Company agrees to use its best efforts to minimize the duration of any service interruption.
- C. Liability: The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary, or punitive damages as the result of any service interruption. The Company's liability for gross negligence or willful misconduct is not limited by this tariff.
- D. Credits: The amount of credit for a service interruption, if any, shall be specified in the contract between the Customer and the Company.

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Southgate, Michigan 48195

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the attached Notice of Filing was served upon the following parties of record by depositing a copy of same in the United States Mail, First Class, Postage Prepaid, to their last known address as follows:

<b><u>Ardmore Telephone Company</u></b> 237 N. 8th Street Mayfield, KY 42066-0000	<b><u>BellSouth Telecommunications, LLC</u></b> 333 Commerce Street Nashville, TN 37201-3300	<b><u>CenturyTel of Adamsville</u></b>  PO Box 680644 Franklin, TN 37068
<b><u>CenturyTel of Claiborne</u></b> PO Box 680644 Franklin, TN 37068	<b><u>CenturyTel of Ooltewah-Collegedale</u></b> PO Box 680644 Franklin, TN 37068	<b><u>Concord Telephone Exchange, Inc.</u></b> PO Box 22995 Knoxville, TN 37933-0995
<b><u>Crockett Telephone Company</u></b>  Attention Lisa Wigington PO Box 24207 Jackson, MS 39225-0000	<b><u>Frontier Communications of Tennessee</u></b>  5003 S. Miami Blvd. Suite 300 Durham, NC 27703-0000	<b><u>Frontier Communications of The Volunteer State</u></b>  5003 S. Miami Blvd. Suite 300 Durham, NC 27703-0000
<b><u>Humphreys County Telephone Company</u></b>  P. O. Box 22995 Knoxville, TN 37933-0995	<b><u>Loretto Telephone Company</u></b>  P. O. Box 130 Loretto, TN 38469-0000	<b><u>Millington Telephone Company, Inc.</u></b> 4880 Navy Road Millington, TN 38053-0000

<p><b><u>Peoples Telephone Company</u></b></p> <p>Attention Lisa Wigington PO Box 24207 Jackson, MS 39225-0000</p>	<p><b><u>Tellico Telephone Company</u></b></p> <p>PO Box 22995 Knoxville, TN 37933-0995</p>	<p><b><u>Tennessee Telephone Company</u></b></p> <p>PO Box 22995 Knoxville, TN 37933-0995</p>
<p><b><u>United Telephone Company, Inc.</u></b></p> <p>P. O. Box 38 Chapel Hill, TN 37034-0000</p>	<p><b><u>United Telephone Southeast, LLC</u></b></p> <p>PO Box 680644 Franklin, TN 37068</p>	<p><b><u>West Tennessee Telephone Co.</u></b></p> <p>Attention Lisa Wigington PO Box 24207 Jackson, MS 39225-0000</p>

This the 29<sup>th</sup> day of November, 2018.

  
 Lance J.M. Steinhart, Esq.  
 Lance J.M. Steinhart, P.C.  
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 E-mail: [info@telecomcounsel.com](mailto:info@telecomcounsel.com)

**STATE OF TENNESSEE  
BEFORE THE TENNESSEE PUBLIC UTILITY COMMISSION**

<b>In re:</b>	)	
	)	
<b>Application of</b>	)	
<b>Light Source Communications, LLC</b>	)	
	)	<b>DOCKET NO.</b>
<b>For a Certificate to Provide</b>	)	
<b>Competing Local</b>	)	
<b>Telecommunications Services</b>	)	

**NOTICE OF FILING**

**TO: ALL INCUMBENT LOCAL EXCHANGE CARRIERS (ILECS)**

PLEASE TAKE NOTICE, that in accordance with the Tennessee Public Utility Commission Rules for the Provision of Competitive Intrastate Telecommunications Services, you are hereby given notice that on November 29, 2018, Light Source Communications, LLC filed an Application for a Certificate of Public Convenience and Necessity to Provide Competing Local Exchange Telecommunications Services.

This the 29<sup>th</sup> day of November, 2018.



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*Attorney for Applicant: Light Source Communications, LLC*