

April 2, 2008

Via Electronic Filing

Reneé J. Jenkins, Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43215

RE: In the Matter of the Application of Falcon1, Inc. d/b/a Minford Long Distance to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD; PUCO Case No. 08-0404-TP-ATA

Dear Ms. Jenkins:

Falcon1, Inc. d/b/a Minford Long Distance submits an Application for electronic filing. The TRF Number for Falcon1, Inc. d/b/a Minford Long Distance is 90-6336-CT-TRF.

Thank you for your assistance. If you have any questions, please do not hesitate to call.

Very truly yours,

/s/ Carolyn S. Flahive

Enclosures

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for
DETARIFFING AND RELATED ACTIONS

Per the Commission's 09/19/07 "Implementation Order" in Case No. 06-1345-TP-ORD
(Effective: 10/01/2007 through 04/01/2008)

In the Matter of the Application of Falcon1, Inc. to Detariff)
 Certain Tier 2 Services and make other changes related to the)
 Implementation of Case No. 06-1345-TP-ORD)
)

TRF Docket No. 90-6336-CT-TRF

Case No. 08 - 0404 - **TP - ATA**

NOTE: Unless you have reserved a Case No. leave the "Case No." fields BLANK.

Name of Registrant(s) Falcon1, Inc.

DBA(s) of Registrant(s) Minford Long Distance

Address of Registrant(s) 10717 State Route 139, P.O. Box 181, Minford, Ohio 45653

Company Web Address www.falcon1.net

Regulatory Contact Person(s) Carolyn S. Flahive Phone 614-469-3294 Fax 614-469-3361

Regulatory Contact Person's Email Address CarolynFlahive@ThompsonHine.com

Contact Person for Annual Report Paula McGraw Phone 740-820-2151

Address (if different from above) _____

Consumer Contact Information Paula McGraw Phone 740-820-2151

Address (if different from above) _____

Part I – Tariffs

Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

NOTE: All cases are ATA process cases, tariffs are effective the day they are filed, and remain in effect unless the Commission acts to suspend.

Carrier Type	<input type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input checked="" type="checkbox"/> CTS
Business Tier 2 Services	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Residential & Business Toll Services	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Changes required by Rule (Describe in detail in Exhibit C)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Part II – Exhibits

Note that the following exhibits are required for all filings using this form.

Included	Identified As:	Description of Required Exhibit:
<input checked="" type="checkbox"/>	Exhibit A	The existing affected tariff pages.
<input checked="" type="checkbox"/>	Exhibit B	The proposed revised tariff pages.
<input checked="" type="checkbox"/>	Exhibit C	Matrix or narrative summarizing all changes proposed in the application, and/or other information intended to assist Staff in the review of the Application.
<input checked="" type="checkbox"/>	Exhibit D	Explanation of how the Applicant intends to comply with Rule 4901:1-6-05(G)(3) regarding disclosure of rates, terms, and conditions for detariffed services, including: <ul style="list-style-type: none"> • citation to the appropriate Web Page if any, in accordance with rule 4901:1-6-05(G)(4), and/or • copy of other materials and publications to be used to comply with 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit E	One-time customer notice of detariffing and related changes consistent with rule 4901:1-06-16(B) , including where customers may find the information regarding such services as required by rule 4901:1-6-05(G)(3).
<input checked="" type="checkbox"/>	Exhibit F	Affidavit that the Customer Notice described in Exhibit C has been sent to Customers.

Part III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an attorney of the applicant corporation, Falcon1, Inc., and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) 4/2/08 at (Location) Columbus, Ohio

*(Signature and Title) /s/ Carolyn S. Flahive (Date) 4/2/08

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

VERIFICATION

I, Carolyn S. Flahive, verify that I have utilized the Telecommunications Application Form for Detariffing and Related Actions provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

*(Signature and Title) /s/ Carolyn S. Flahive (Date) 4/2/08

.....**Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*.....

Send your completed Application Form, including all required attachments as well as the required number of copies, to:

**Public Utilities Commission of Ohio
Attention: Docketing Division
180 East Broad Street, Columbus, OH 43215-3793**

Or

Make such filing electronically as directed in Case No 06-900-AU-WVR

EXHIBIT A

(Existing Affected Tariff Pages)

Intrastate Long Distance Services Tariff

TITLE SHEET

**LONG DISTANCE RESOLD
TELECOMMUNICATIONS SERVICES**

In the State of Ohio

By

Falcon1, Inc. dba Minford Long Distance

This tariff will apply to Long Distance Telecommunications Services provided by Falcon1, Inc. dba Minford Long Distance within the State of Ohio. This tariff contains the services offerings, rates, terms, and conditions applicable in providing Intrastate Interexchange Telecommunications Services. This tariff is on file with the Public Utilities Commission of Ohio, and copies may be inspected, during normal business hours, at, Falcon1, Inc., 10717 State Route 139, Minford, Ohio 45653.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by:

Paula McGraw, General Manager
Minford, Ohio

Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

Intrastate Long Distance Services Tariff

CHECK SHEET

The sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised pages all contain changes from the original tariff and are currently in effect as of the date indicated.

<u>Page</u>	<u>Revision</u>
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Page 2	1 st
Page 3	Original
Page 4	Original
Page 5	Original
Page 6	Original
Page 7	Original
Page 8	Original
Page 9	Original
Page 10	Original
Page 11	Original
Page 12	Original
Page 13	Original
Page 14	Original
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Page 18	Original
Page 19	Original
Page 20	Original
Page 21	Original
Page 22	Original
Page 23	Original
Page 24	Original
Page 25	Original
Page 26	1 st
Page 27	Original

Issued: October 13, 2006Effective: October 13, 2005

Issued by:

Paula McGraw, General Manager
Minford, OhioFiled under authority of Case No. 06-1246-TP-ZTA
The Public Utility Commission of Ohio

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Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
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Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
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APPLICATION OF TARIFF
SYMBOLS

This Tariff contains the regulations and changes applicable to providing Intrastate Interexchange telecommunications services within the State of Ohio provided by Falcon1, Inc. dba Minford Long Distance (hereafter referred to as Falcon1, Inc.). The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting In An Increase In Rates
- M- Moved From Another Tariff Location
- N- New
- R- Change Resulting In A Reduction In Rates
- T - Change In Text Or Regulation But No Change In Rate Or Charge
- X - Indicates a Correction

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Public Utility Commission of Ohio. For example, the 3rd revised Sheet 6 cancels the 2nd revised Sheet 6.
- C. Paragraph Numbering Sequence - There are four levels of paragraph coding. Each level of coding is subservient to its next higher level.
 - 2.
 - 2.1
 - 2.1.1.A
 - 2.1.1.A.1
- D. Check Sheets - When a tariff revision is made with the OPUC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to determine if a particular sheet is the most current on file with the OPUC.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

SECTION 1. TECHNICAL TERMS ABBREVIATIONS, AND DEFINITIONS

Access Line

An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a subscriber's location to Falcon1, Inc. location or switching center.

Authorization Code

A numerical code, one or more of which may be assigned to a subscriber, to enable Falcon1, Inc. to identify the origin of the services User so it may rate and process the call. All authorization codes shall be the sole property of Falcon1, Inc. and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Application for Service

An application order form which includes billing, technical, and other descriptive information which will enable Falcon1, Inc. to provide a communication service as required.

ASR

ASR (Access Service Request) means an order placed with a local access provider for local access.

Authorized User

Any person, employee, corporation, or other entity that is authorized by the customer to place or receive calls under a service agreement with Falcon1, Inc.

Ballot

The form distributed by a local exchange carrier allowing the customer to choose an IntraLata and/or InterLata interexchange carrier for "1+" dialing.

Billed Party

The person or entity responsible for payment of service for an operator assisted call, as follows:

- (A) In the case of a calling card or credit card call, the holder of the calling card or credit card used by the consumer; and

Issued: August 1, 2005

Issued by:

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Minford, Ohio

Filed under authority of Case No. 05-1071-TP-ACE
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Effective: October 10, 2005

SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND, DEFINITIONS (Continued)

Billed Party (Continued)

- (B) In the case of a collect or third party call, the person responsible for the local telephone service at the telephone number that agrees to accept charges for the call.

Common Carrier

A company or entity providing telecommunications services to the public.

Credit Card Calls

Calls for which charges are billed not to the originating telephone number, but to a credit card, such as VISA, MasterCard, or American Express.

Call

A completed connection between the calling and called stations.

Called Station

The telephone number at which a call terminates.

Calling Station

The telephone number from which a call originates.

Cancellation

A customer initiated cancellation of a pending service order.

Cancellation of Order

A customer initiated request to discontinue processing a service order, either in part or in whole, prior to its completion.

Channel or Circuit

A dedicated communications path between two or more points having a bandwidth of transmission speed in this price list and selected by a customer.

Commission

The Public Utilities Commission of Ohio.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by:

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Minford, Ohio
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SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS *(Continued)*

Company

Falcon1, Inc.
10717 State Route 139
P.O. Box 181
Minford, OH 45653

Customer

The person, firm, corporation, or other entity which orders and/or obtains service from Falcon1, Inc. The customer is responsible for the payment of charges and for compliance with the standard price list terms and conditions.

Daytime

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

Dedicated Access/Special Access

Dedicated local access between the customer's premises or serving wire center and the underlying carrier's point-of-presence for origination or termination of calls.

Directory Assistance

Directory Assistance is a service by which customers call to obtain telephone numbers of other parties.

Disconnection

Discontinuation of an existing service.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by:

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SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS (Continued)

Equal Access Dialing

The use of service through the local exchange company's Equal Access facilities allowing the customer to access Falcon1, Inc. network by dialing "1" plus the destination telephone number.

Evening

From 5:00 p.m. up to, but not including 9:00 p.m. Sunday through Friday and all holidays unless night rates apply.

FCC

Federal Communications Commission.

Holidays

Holidays will be those days so designated by Falcon1, Inc. or the underlying Carrier(s) as determined at the location of the origination of the telephone call.

Letter of Agency (LOA)

A statement signed by the customer that authorizes specified persons, companies, or other entities to act on behalf of the customer to order, change, or disconnect telecommunications services.

Local Access and Transport Area (LATA)

The term "Local Access Transport Area" denotes a geographical area within which a local exchange company provides communications services.

Measured Charge

A charge assessed on a per minute basis in calculating the charges due for a completed call.

Night

From 9:00 p.m. up to, but not including, 8:00 a.m. the next day and after 9:00 p.m. Friday up to, but not including 8:00 a.m. Monday.

Issued: August 1, 2005

Effective: October 10, 2005

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SECTION 1. TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS (Continued)

Subscriber/User

The person or legal entity which enters into arrangements for Falcon1, Inc. telecommunications services and is responsible for payment of Falcon1, Inc. services and/or the party utilizing the services of Falcon1, Inc. and responsible for the payment of charges.

Special Access Origination

Where originating access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Special Access Termination

Where terminating access between the called party and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the end user.

Switched Access Origination

Where originating access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Switched Access Termination

Where terminating access between the called party and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the called party is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Terminal Equipment

Devices, apparatus, and associated wiring, such as telephones, facsimile machines, and modems.

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SECTION 1 TECHNICAL TERMS, ABBREVIATIONS AND DEFINITIONS (Continued)

V & H Coordinates

Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage is used for the purpose of rating calls.

Underlying Carrier

A carrier which provides some or all of the physical facilities, routing, call supervision, maintenance, and customer billing for services.

Issued: August 1, 2005

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SECTION 2. RULES AND REGULATIONS

2.1 Services Offered

Falcon1, Inc. dba Minford Long Distance (hereafter referred to as Falcon1, Inc.) will provide Intrastate interexchange telecommunications services to both residential and business customers for voice communications services between and among points within the State of Ohio which include message toll service, wide area toll service, and direct inward dial service.

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate resold telecommunications services provided by Falcon1, Inc. The telecommunications services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2 The services listed in this section of the tariff are billed to end users under the d/b/a name "Minford Long Distance". Falcon1, Inc. is a subsidiary of Minford Telephone Company.
- 2.1.3 The services of Falcon1, Inc. are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers who may be subject to the jurisdiction of this commission.
- 2.1.4 The rates and regulations contained in this tariff apply only to the services furnished by Falcon1, Inc. and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a Local Exchange Telephone Company (LEC) or other common carrier for use in accessing the services of Falcon1, Inc.

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SECTION 2. RULES AND REGULATIONS (Continued)

2.2 Undertaking of Falcon1, Inc.

- 2.2.1 Falcon1, Inc. undertakes to arrange for the provision of service to customers on an intrastate basis. Some services are provisioned by underlying carriers.
- 2.2.2 Falcon1, Inc. when acting as the customer's authorized agent, will make reasonable efforts to arrange for service requirements, such as special routing, diversity, alternate access, or circuit conditioning. The customer shall be responsible for all charges due for such service arrangements.
- 2.2.3 Service is offered where available subject to the availability of underlying carriers' facilities and the provisions of this price list. Falcon1, Inc. reserves the right to refuse to provide service to or from any location where the Company or its underlying carriers cannot make the necessary facilities and/or equipment available.
- 2.2.4 Falcon1, Inc. reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or re-pricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.3 Use of Service

- 2.3.1 The customer may use Falcon1, Inc. services for the transmission of voice and data messages on an interexchange basis.
- 2.3.2 The customer agrees not to use Falcon1, Inc. services for any unlawful purpose or process or for any use prohibited by the Public Utilities Commission of Ohio or the Federal Communications Commission.
- 2.3.3 Nothing herein, or in any other provision of the price list, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by Falcon1, Inc. or an underlying carrier.
- 2.3.4 Falcon1, Inc. services are available for use twenty-four hours per day, seven days per week.
- 2.3.5 Falcon1, Inc. services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.

Issued: August 1, 2005

Effective: October 10, 2005

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SECTION 2. RULES AND REGULATIONS (Continued)

2.3 Use of Service (Continued)

- 2.3.6 The use of Falcon1, Inc. services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 2.3.7 The use of Falcon1, Inc. services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, false calling or credit cards or false Falcon1, Inc. credit cards or false numbers of such cards, is prohibited.
- 2.3.8 Falcon1, Inc. does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.3.9 Falcon1, Inc. services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.3.10 The customer is responsible for notifying the company immediately of any unauthorized use of services.

2.4 Liability of Falcon1, Inc.

- 2.4.1 Falcon1, Inc. shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with Falcon1, Inc. services or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption, and whether negligent or otherwise, and however long it shall last. In no event shall Falcon1, Inc.'s liability for any service exceed the charges applicable under this tariff to such service.
- 2.4.2 Falcon1, Inc. shall be indemnified and saved harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by Falcon1, Inc.
- 2.4.3 Falcon1, Inc. is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services of Falcon1, Inc.
- 2.4.4 Falcon1, Inc. shall not be liable for any personal injury, or death of any person or persons, nor for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause, and whether negligent or otherwise.

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SECTION 2. RULES AND REGULATIONS (Continued)

2.4 Liability of Falcon1, Inc. (Continued)

- 2.4.5 Falcon1, Inc. shall not be liable for and shall be indemnified and saved harmless by any subscriber, user, or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity or any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity of any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of services, facilities or equipment provided by Falcon1, Inc. which is not the direct result of Falcon1, Inc. negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of Falcon1, Inc.
- 2.4.6 Falcon1, Inc. shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.4.7 In no event shall Falcon1, Inc., or its employees, directors, officers or agents be liable for any consequential damages of any kind to customers or to any other persons including without limitation lost profits, lost business, lost opportunities or claims arising from such losses.
- 2.4.8 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.4.9 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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SECTION 2. RULES AND REGULATIONS (Continued)

2.5 Indemnification by the Customer

- 2.5.1 In the event parties other than Falcon1, Inc. customers (e.g., the customer's customers) shall have use of the service directly or indirectly through customer, then customer agrees to forever indemnify and hold Falcon1, Inc. and any affiliated or unaffiliated third-party provider or operator of facilities employed in provision of the service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any defects.
- 2.5.2 Customer shall indemnify, defend, and hold harmless Falcon1, Inc. from any and all claims, losses, damages, demands, costs, and expenses (including attorney's fees) relating to the use of the services or facilities provided by Falcon1, Inc. including, but not limited to, the following:
- (A) claims for libel, slander, invasion of privacy, or infringement of copyright arising out of the material, data, information, or other content transmitted via service or facilities;
 - (B) patent infringement claims arising from combining or connecting service or facilities with apparatus and systems furnished by the customer or others;
 - (C) all other claims arising out of any act or omission of the customer or others;
 - (D) any claims of personal injury arising out of or relating to installation, maintenance, furnishing, or removal of facilities or service provided by Falcon1, Inc. that are not due to the acts of Falcon1, Inc. or its agents; and
 - (E) claims by other persons against Falcon1, Inc. arising out of or relating to the services or facilities provided by Falcon1, Inc. to customer hereunder.

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Effective: October 10, 2005

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SECTION 3. SERVICE CONSTRAINTS

3.1.0 Minimum Service Period

- 3.1.1 An individual service period may be stated on an individual contract basis. Otherwise the company will cancel service at the customer's request. Cancellation of service by the customer shall be given verbally or in writing, not less than thirty days prior to the desired effective date.
- 3.1.2 In the event of disconnection of service by the customer of a period agreed to on an individual contract basis, any non-refundable charges incurred by Falcon1, Inc. on behalf of the customer for the provision or connection of service shall be recovered from the customer. This includes limitation, charges for orders, construction, installation, deposits, or interest.

3.2.0 Limitation on Service

- 3.2.1 Falcon1, Inc. will furnish service in areas where facilities are available, and under the provision of this tariff.
- 3.2.2 Falcon1, Inc. reserves the right to disconnect or deny service upon written notice when necessary due to conditions beyond its control or when in its judgment, the customer is in violation of this tariff or any applicable law.
- 3.2.3 Service shall not be used for any unlawful or fraudulent purposes.

3.3.0 Cancellation or Interruption and Restoration of Service

- 3.3.1 Without incurring liability, Falcon1, Inc. may disconnect service in accordance with Ohio Administrative Code (OAC) 4901:1-5-1:
 - 3.3.1.A For nonpayment of any sum due Falcon1, Inc., the company may disconnect with notification to customer in accordance with OAC 4901:1-5-17;
 - 3.3.1.B For violation of any of the provisions of this tariff,
 - 3.3.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over Falcon1, Inc.'s services, or

Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.3.0 Cancellation or Interruption and Restoration of Service (Continued)

- 3.3.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Falcon1, Inc. from furnishing its services.
- 3.3.2 Without incurring liability, Falcon1, Inc. may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of customer and Falcon1, Inc.'s equipment and facilities and may continue such interruption until any items of non compliance or improper equipment operation so identified are rectified.
- 3.3.3 Service may be discontinued by Falcon1, Inc. without notice to the customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Falcon1, Inc. deems it necessary to take such action to prevent (i) tampering with its equipment; (ii) hazardous conditions; or (iii) customer use of equipment which adversely affects Falcon1, Inc. equipment or services. Falcon1, Inc. will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.
- 3.3.4 The contractual customer may terminate service upon thirty (30) days written notice prior to the termination date of the contract. The customer will be liable for all usage on any of Falcon1, Inc.'s service offerings until the customer actually leaves the service. Customers will continue to have Falcon1, Inc. usage until the customer notifies its local exchange carrier and changes its long distance carrier. Until the customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.
- 3.3.5 In the event of a service interruption, Falcon1, Inc. will issue credit in accordance with Section 2.4.1 above. It is the responsibility of the customer to notify Falcon1, Inc. in writing of the nature and duration of the interruption. Credit will not be given for interruptions determined by Falcon1, Inc. to be caused by the local exchange carrier (telephone company or other entity), faulty equipment or operation of equipment used with Falcon1, Inc. service, or by errors or omissions by the subscriber.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.3.0 Cancellation or Interruption and Restoration of Service (Continued)

- 3.3.6 In the event of a service interruption, restoration of service will be completed to the best of the ability of Falcon1, Inc. In the event of an emergency, service will be restored in accordance with the Federal Communications Commission regulations (Part 64, Subpart D) regarding the priority of restoration of such services.

3.4.0 Use of Service

- 3.4.1 The services offered herein may be used for any lawful purpose. There are no restrictions on sharing or resale of services. However, the customer remains liable for all obligations under this price list notwithstanding such sharing or resale and regardless of Falcon1, Inc. knowledge of same. Falcon1, Inc. shall have no liability to any person or entity other than the customer and only as set forth in Section 2.4.1. The customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others or that could harm the facilities of Falcon1, Inc. or others.
- 3.4.2 In addition to the other provisions in this price list, customers reselling services shall be responsible for all interaction with their own subscribers. The provision of the service will not create a partnership or joint venture between Falcon1, Inc. and customer nor result in a joint communications service offering to the customers of either Falcon1, Inc. or the customer.

3.5.0 Responsibility of Customers

- 3.5.1 The customer is responsible for placing any necessary orders and complying with tariff regulations. The customer is also responsible for payment of charges for services provided under this tariff.
- 3.5.2 The customer is responsible for charges incurred for special construction and/or special facilities which the customer requests and which are ordered by the company on Falcon1, Inc.'s behalf.
- 3.5.3 If required for the provision of Falcon1, Inc.'s services, the customer must provide any equipment space, supporting structure, conduit and electrical power without charge to Falcon1, Inc.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by:

Paula McGraw, General Manager
Minford, Ohio

Filed under authority of Case No. 05-1071-TP-ACE
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SECTION 3. SERVICE CONSTRAINTS *(Continued)*

3.5.0 Responsibility of Customers *(Continued)*

- 3.5.4 The customer is responsible for arranging access to its premises at times mutually agreeable to Falcon1, Inc. and the customer when required for Falcon1, Inc. personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Falcon1, Inc.'s services.
- 3.5.5 The customer shall cause the temperature and relative humidity in the equipment space provided by the customer for the installation of Falcon1, Inc.'s equipment to be maintained within the range normally provided for the operation of microcomputers.
- 3.5.6 The customer shall ensure that the equipment and/or system is properly interfaced with Falcon1, Inc.'s facilities or services, that the signals emitted into Falcon1, Inc.'s network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Falcon1, Inc. will permit such equipment to be connected with its channels without the use of protective interface devices. If the customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Falcon1, Inc. equipment, personnel or the quality of service to other customers, Falcon1, Inc. may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety, Falcon1, Inc. may, upon written notice, terminate the customer's service.
- 3.5.7 The customer must pay Falcon1, Inc. for replacement or repair of damage to the equipment or facilities of Falcon1, Inc. caused by negligence or willful act of the customer or others, by improper use of the services, or by use of equipment provided by customer or others.
- 3.5.8 The customer must pay for the loss through theft of any Falcon1, Inc. equipment installed at customer's premises.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
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SECTION 3. SERVICE CONSTRAINTS (Continued)

3.5.0 Responsibility of Customers (Continued)

- 3.5.9 If Falcon1, Inc. installs equipment at customer's premises, the customer shall be responsible for payment of any applicable installation charge.
- 3.5.10 The customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

3.6.0 Payment for Services

- 3.6.1 Customer shall be responsible for the payment of all charges invoiced by Falcon1, Inc. for the provision of services hereunder. This includes, but is not limited to, charges for usage, access, equipment, taxes, monthly service fees, and installation charges. This responsibility is not changed due to any use, misuse, or abuse of the customer's service or customer provided equipment by third parties, the customer's employees, or the public.
- 3.6.2 Any applicable federal, state, local, excise, sales, or other similar charges to Falcon1, Inc. for the provision of services hereunder will be billed, and payable by the customer.

3.7.0 Computation of Charges

- 3.7.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. 1+ dialing calls are measured as indicated in the rate section of this tariff (Section 5.1). All calls are rounded up to the next whole increment.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
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SECTION 3. SERVICE CONSTRAINTS (Continued)

3.7.0 Computation of Charges (Continued)

- 3.7.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the customer obtains access to Falcon1, Inc.'s network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.
- 3.7.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. Falcon1, Inc. will not bill for uncompleted calls.

3.8.0 Message Services

- 3.8.1 Invoices prepared by Falcon1, Inc. will be for a 30 day period. Invoices for each 30 day period will be issued during the subsequent month. Falcon1, Inc. reserves the right to bill for service in arrears in the event that billing data is not available at the time of billing production for any usage period.

3.9.0 Dedicated Services

- 3.9.1 Invoices will be based on a 30 day period. Invoices will be issued at the beginning of the month prior to the delivery of service. Falcon1, Inc. reserves the right to bill for service in arrears in the event that billing data is not available at the time of billing production for any usage period.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by:

Paula McGraw, General Manager
Minford, Ohio

Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.10.0 Credit Policy

- 3.10.1 In the event that Falcon1, Inc. finds, based on standard business practices, the prospective customer will present an undue risk of nonpayment, Falcon1, Inc. reserves the right to require a cash deposit equivalent to two month's historical or estimated usage. This deposit will generally be returned after twelve (12) month's satisfactory payment history has been established or sixty (60) days after the disconnection of service by the customer. Interest shall be paid on deposits, in excess of \$20, at the rate of 6 percent per year.
- 3.10.2 Falcon1, Inc. shall not use any credit reports, other than those reflecting the purchase of utility services, to determine the adequacy of a customer's credit history without the permission in writing of the customer.

3.11.0 Billing Disputes

- 3.11.1 The customer has the right to dispute charges contained in the Falcon1, Inc. billing statement. Only charges related to the disputed items may be withheld from payment to Falcon1, Inc. until the resolution of the dispute. All other undisputed charges are due as set forth in Section 5.1.0 of this price list. Falcon1, Inc. will make its best effort, using normal business practices, to resolve disputes within thirty (30) days of notification by the customer. If, after review by Falcon1, Inc. the charges in question are deemed to be owed by the customer, payment for such charges shall be due within (10) days of written notification to customer. After this period, any unpaid amount related to the dispute will be considered past due. If the determination is made that the charge are not owned by the customer, a credit will be given on the next available invoice.
- 3.11.2 Customer inquires or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

Falcon1, Inc.
10717 State Route 139
P.O. Box 181
Minford, OH 45653
740-820-2151

Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

SECTION 3. SERVICE CONSTRAINTS (Continued)

3.11.0 Billing Disputes (Continued)

- 3.11.3 Any objection to billed charges should be reported promptly to the Company. If, after investigation and review by the Company, a disagreement remains as to the disputed amount, the customer may file an appropriate complaint with:

Public Utilities Commission of Ohio
Attn: IAD
180 East Broad Street
Columbus, OH 43215-3793
Telephone 800-686-7826
TDD 800-686-1570
Fax 614-752-8351
Website www.puco.ohio.gov/puco/forms

Issued: August 1, 2005

Effective: October 10, 2005

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

SECTION 4. MESSAGE SERVICES

4.1 General Information

- 4.1.1 Falcon1, Inc. provides interexchange IntraLata, InterLata, and International message services and dedicated special services. Billing is determined by the duration of the message.
- 4.1.2 Duration of message is determined by the time between call inception and call termination. The total duration of a call is considered to be chargeable usage.
- 4.1.3 For the determination of call inception for direct dialed calls, hardware detection of an "off-hook" condition by the called party will be used when available. In the absence of hardware answer supervision capability, call inception will be determined by the detection of voice or data communications. In either case, if no call inception is detected for up to 48 seconds, a call will be considered to be in an "off-hook" condition for billing purposes.
- 4.1.4 Collect Calls. Timing begins when the called party accepts the responsibility for payment.
- 4.1.5 Person-to-Person Calls (other than collect). Timing begins when the designated party comes on the line or when the caller agrees to speak with a substitute party.
- 4.1.6 All other operator assisted calls. Timing begins when the called station is answered as specified above.
- 4.1.7 Call termination is determined by an "on-hook" condition by either calling or called party.
- 4.1.8 Call charges are determined by the local time of day at the calling party's location at call inception. If day, evening and night rates are used, it is determined by the following schedule:

	Mon	Tue	Wed	Thur	Fri	Sat	Sun
12:00 Midnight-12:00 Midnight	One Rate Plan With Discounts						

- 4.1.9 Directory Assistance is provided as an MTS call but is rated on a per-call basis.

Issued: August 1, 2005

Effective: October 10, 2005

Issued by:

Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

SECTION 4. MESSAGE SERVICES (Continued)

4.2 Message Toll Service (MTS) Description

- 4.2.1 MTS is a switched interexchange message service provided by Falcon1, Inc. and is accessed via presubscription to Falcon1, Inc. in selected equal access capable end offices.
- 4.2.2 MTS service is billed in one (1) minute increments with a One (1) minute minimum.
(T)
- 4.2.3 Rates for IntraState IntraLata and InterLata calling are described in Section 5 following.

4.3 Terminating 8YY Service

- 4.3.1 Terminating 8YY Service is a switched interexchange service provided by Falcon1, Inc. and is accessed in the same manner as MTS services.
- 4.3.2 Terminating 8YY Service is billed in one minute initial and one minute additional increments with a one minute minimum duration.
- 4.3.3 Rates for IntraState calls are described in Section 5 following.
- 4.3.4 Terminating 8YY Service includes a nonrecurring installation charge per account plus a monthly fee.

Issued: October 13, 2006

Effective: October 13, 2006

Issued by: Paula McGraw, General Manager
Minford, Ohio
Filed under authority of Case No. 06-1246-TP-ZTA
The Public Utility Commission of Ohio

SECTION 5. Rates and Charges**5.1 Message Toll Service****5.1.1 Message Telephone Service (MTS)**

Messages are billed in one (1) minute increments with a one (1) minute minimum.

A. Volume Discount Levels Per Billing Cycle:

\$ 0.00 to \$24.99	\$.14 per minute
\$25.00 to \$49.99	\$.12 per minute
\$50.00 to \$99.99	\$.11 per minute
Over \$100.00	\$.10 per minute

5.1.2 Directory Assistance (DA)

Rate Per Call \$.95

5.1.3 Wide Area Toll Service (WATS)**5.1.3.1 Inbound WATS Service**

Messages are billed in one (1) minute increments with a one (1) minute minimum.

B. Volume Discount Levels Per Billing Cycle:

\$ 0.00 to \$24.99	\$.14 per minute
\$25.00 to \$49.99	\$.12 per minute
\$50.00 to \$99.99	\$.11 per minute
Over \$100.00	\$.10 per minute

5.2 Optional Calling Plan

5.2.1 Messages are billed in one (1) minute increments with a one (1) minute minimum.

<u>Minutes Per Month</u>	<u>Monthly Price</u>	<u>Overage Rate Per Minute</u>
60	\$4.95	\$0.10
350	\$19.95	\$0.10
600	\$34.95	\$0.10
1,000	\$58.95	\$0.10

Issued: August 1, 2005

Effective: October 10, 2005

Issued by:

Paula McGraw, General Manager
Minford, Ohio

Filed under authority of Case No. 05-1071-TP-ACE
The Public Utility Commission of Ohio

EXHIBIT B

(Proposed Revised Tariff Pages)

Intrastate Long Distance Services Tariff

TITLE SHEET

**LONG DISTANCE RESOLD
TELECOMMUNICATIONS SERVICES**

In the State of Ohio

By

Falcon1, Inc. dba Minford Long Distance

This tariff will apply to Long Distance Telecommunications Services provided by Falcon1, Inc. dba Minford Long Distance within the State of Ohio and is on file with the Public Utilities Commission of Ohio. Copies may be inspected, during normal business hours, at Falcon1, Inc., 10717 State Route 139, Minford, Ohio 45653. (T)

Issued: April 2, 2008

Effective: April 2, 2008

In Accordance with Case No. 08-0404-TP-ATA
Issued by the Public Utilities Commission of Ohio
Paula J. McGraw, General Manager
Minford, Ohio

Intrastate Long Distance Services Tariff

SECTION 1. GENERAL

(T)

1.1 Customers have certain rights and responsibilities under the Minimum Telephone Service(N) Standards (Ohio Adm.Code 4901:1-5) (the "MTSS"). These safeguards can be found in the Appendix to Ohio Adm.Code 4901:1-5-03, which is entitled "Telephone Customer Rights and Responsibilities." These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

1.2 As of the Effective Date below, the rates, service descriptions, and the terms and conditions for all residential and business long distance services will no longer be included in this tariff, which is on file with the Public Utilities Commission of Ohio. You may view or receive a paper copy of such information for those services by visiting our office at 10717 State Route 139, Minford, Ohio 45653 or by calling (740) 820-2151.

(N)

Issued: April 2, 2008

Effective: April 2, 2008

In Accordance with Case No. 08-0404-TP-ATA
Issued by the Public Utilities Commission of Ohio
Paula J. McGraw, General Manager
Minford, Ohio

EXHIBIT C

The Applicant has deleted all of the provisions from its Long Distance Resold Telecommunications Services Tariff (the "LD Tariff") and added a) the general MTSS reference pursuant to the September 26, 2007 Entry in Case No. 05-1102-TP-ORD and b) an explanation that residential and business long distance services have been detariffed, with direction to contact the Applicant if the customer wishes to view or receive a paper copy of such information.

The previous version of the LD Tariff did not include any of the following provisions: primary interexchange carrier (PIC) change charges, Alternative Operator and Inmate Operator Services (AOS/IOS), late payment or bad check charges, per call or per line blocking, intrastate special or switched access services provided to carriers, N-1-1 services, pole attachments or conduit occupancy, pay telephone service, or telecommunications relay service. Therefore, such services are not included in the Applicant's revised LD Tariff.

All tariff sheets not filed herein within Exhibit B are deleted.

EXHIBIT D

The Applicant intends to comply with Ohio Adm. Code 4901:1-6-05(G)(3) by providing its customers with a paper copy of the rates, service descriptions, and terms and conditions of the detariffed services upon request.

EXHIBIT E

(Customer Notice)

The following notice was mailed to customers on February 29, 2008 as a bill message.

In addition, on February 28, 2008 the Applicant forwarded the customer notice to the following Commission-provided electronic mailbox: Telecomm-Rule16@puc.state.oh.us in accordance with the Entry issued September 19, 2007 in Case No. 06-1345-TP-ORD.



Page: 2 of 5
Account: [REDACTED]
Member: 000000
Bill Date: Mar 01 2008
Telephone: [REDACTED]
Name: [REDACTED]

Message to our Customers:

RESIDENTIAL AND BUSINESS CUSTOMER NOTICE

Beginning on April 2, 2008, the prices, service descriptions, and the terms and conditions for long distance services that you are provided by Falcon, Inc. dba Minford Long Distance ("Minford Long Distance") will no longer be on file at the Public Utilities Commission of Ohio (PUCO).

This modification does not automatically result in a change in the prices, terms, or conditions of those services to which you currently subscribe. Minford Long Distance must still provide a customer notice at least fifteen days in advance of rate increases, changes in terms and conditions and discontinuance of existing services. Additionally, you can request a copy of this information by contacting Minford at 101717 State Route 139, Minford, Ohio 45653 or by calling (740) 820-2151.

Since long distance services will no longer be on file with the Commission, this means that the agreement reached between the customer and the company, instead of the document on file at the PUCO, will now control new services or changes in service. This agreement, whether it is verbal or written, will still be subject to consumer protections required and enforced by the PUCO.

For any new services or changes in service, it will be important that you carefully review and confirm the price, terms and conditions.

If you have any questions about this matter, please call Minford at (740) 820-2151. You may also visit the consumer information page on the PUCO's website at puc.ohio.gov for further information.

Minford Long Distance

EXHIBIT F

(Affidavit)

CUSTOMER NOTICE AFFIDAVIT

STATE OF OHIO :
COUNTY OF SCIOTO : SS:

AFFIDAVIT

I, Paula McGraw, am an authorized agent of the applicant corporation, Falcon1, Inc. dba Minford Long Distance, and am authorized to make this statement on its behalf. I attest that the customer notice accompanying this affidavit was sent to affected customers through a bill message on February 29, 2008, in accordance with Rule 4901:1-6-16, Ohio Administrative Code. I declare under penalty of perjury that the foregoing is true and correct.

Executed on 3 March 2008 Minford, OH
(Date) (Location)

/s/ Paula J. McGraw Gen. Mgr. 3/3/08
(Signature and Title) (Date)

Subscribed and sworn to before me this 3rd day of March, 2008
(Date)

Debra Lykins

Notary Public
My Commission Expires:
Debra Lykins
Notary Public, State of Ohio
My Commission Expires January 10, 2012

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/2/2008 2:58:06 PM

in

Case No(s). 90-6336-CT-TRF, 08-0404-TP-ATA

Summary: Application In the Matter of the Application of Falcon1, Inc. d/b/a Minford Long Distance to Detariff Certain Tier 2 Services and make other changes related to the Implementation of Case No. 06-1345-TP-ORD electronically filed by Carolyn S Flahive on behalf of Falcon1, Inc.