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04-1310-TP-ACE

August 17, 2004

Ms. Daisy Crockron, Chief  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

RE: GeoStar Communications, L.L.C.

Dear Ms. Crockron:

Enclosed herewith for filing with the Commission please find an original and ten (10) copies of the above captioned corporation's Petition for Authority to Provide the Resale of Telecommunications Services within the State of Ohio.

Also enclosed is an exact duplicate of this letter. Please date-stamp the duplicate and return same to me in the enclosed postage-paid envelope.

Should you have any questions concerning this matter, please contact me.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.

  
Patrick D. Crocker

PDC/bmr

enc

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**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM**  
(Effective: 3/22/04)  
(Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI)

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In the Matter of the Application of  
**GEOSTAR COMMUNICATIONS, L.L.C.**  
**FOR A CERTIFICATE OF PUBLIC**  
**CONVENIENCE AND NECESSITY TO PROVIDE**  
**THE RESALE OF TELECOMMUNICATIONS**  
**SERVICES WITHIN THE STATE OF OHIO**

)  
)  
) Case No. 04 - 1310 - TP - ACE  
)  
)

Name of Registrant(s) GeoStar Communications, L.L.C.  
Address of Registrant(s) 764 S. Broadway Street, Akron, OH 44311  
Company Web Address www.geostarcom.com  
Regulatory Contact Person(s) Robert L. Green Phone (330) 972-3540 Fax (330) 252-1120  
Regulatory Contact Person's Email Address rgreen@geostarcom.com  
Contact Person for Annual Report Robert L. Green Phone (330) 972-3540  
Consumer Contact Information Sean Baker Phone (888) GeoStar (888-436-7827)  
Date April 24, 2003 TRF Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP-TRF

Motion for protective order included with filing? ☐ Yes ☒ No  
Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: waiver(s) tolls any automatic timeframe]  
Company Type (check all applicable): ☒ CTS (IXC) ☐ ILEC ☐ CLEC ☐ CMRS ☐ AOS  
☐ Other (explain) \_\_\_\_\_

**NOTE:** This form must accompany all applications filed by telecommunication service providers subject to the Commission's rules promulgated in Case No. 99-998-TP-COI, as well as by ILECs filing an ARB or NAG case pursuant to the guidelines established in Case No. 96-463-TP-UNC. **It is preferable NOT to combine different types of filings, but if you do so, you must file under the process with the longest applicable review period.**

**I. Please indicate the reason for submitting this form (check one)**

- ☐ 1 (AAC) Application to Amend Certificate by a CLEC to modify Serving Area (0-day notice, 7 copies)  
☐ 2 (ABN) Abandonment of all Services  
☐ a. CLEC (90-day approval, 10 copies)  
☐ b. CTS (14-day approval, 10 copies)  
☐ c. ILEC (NOT automatic, 10 copies)  
☒ 3 (ACE) New Operating Authority for providers other than CMRS (30-day approval, 7 copies); for CMRS, see item No. 15.  
☐ a. Switched Local ☐ b. Non-switched local ☒ c. CTS ☐ d. Local and CTS ☐ e. Other (explain) \_\_\_\_\_  
☐ 4 (ACO) LEC Application to Change Ownership (30-day approval, 10 copies)  
☐ 5 (ACN) LEC Application to Change Name (30-day approval, 10 copies)  
☐ 6 (AEC) Carrier-to-Carrier Contract Amendment to an agreement approved in a NAG or ARB case (30-day approval, 7 copies)  
*NOTE: see item 24 (CTR) on page two of this form for all other contract filings.*  
☐ 7 (AMT) LEC Merger (30-day approval, 10 copies)  
☐ 8 (ARB) Application for Arbitration (see 96-463-TP-COI for applicable process, 10 copies)  
☐ 9 (ATA) Application for Tariff Amendment for Tier 1 Services, Application to Reclassify Service Among Tiers, or Change to Non-Tier Service  
☐ a. Tier 1 (and Carrier-to-Carrier tariff filings as set-forth in 95-845-TP-COI)  
☐ i. Pre-filing submittal (30-day pre-filing submittal with Staff and OCC; **Do Not Docket**, 4 copies)  
☐ ii. New End User Service, which has been preceded by a 30-day pre-filing submittal with Staff for all submittals and also with OCC for Tier 1 residential services (0-day filing, 10 copies)  
☐ iii. New End User Service (NOT preceded by a 30-day filing submittal, 30-day approval, 10 copies)  
☐ iv. New Carrier-to-Carrier Service, which has been preceded by a 30-day pre-filing with Staff (0-day filing, 10 copies)  
☐ v. Change in Terms and Conditions, textual revision, correction of error, etc. (30-day approval, 10 copies)  
☐ vi. Grandfather service (30-day approval, 10 copies)  
☐ vii. Initial Carrier-to-Carrier Services Tariff subsequent to ACE approval (60-day approval, 10 copies)  
☐ viii. *Withdrawal of Tier 1 service must be filed as an "ATW", not an "ATA" - see item 12, below*  
☐ b. Reclassification of Service Among Tiers (NOT automatic, 10 copies)  
☐ c. Textual revision with no effect on rates for non-specific or non-tier service (30-day approval, 10 copies)  
☐ 10 (ATC) Application to Transfer Certificate (30-day approval, 7 copies)  
☐ 11 (ATR) LEC Application to Conduct a Transaction Between Utilities (30-day approval, 10 copies)

- ☐ 12 (ATW) Application to Withdraw a Tier 1 Service  
☐ a. CLEC (60-day approval, 10 copies)  
☐ b. ILEC (NOT automatic, 10 copies)
- ☐ 13 (CIO) Application for Change in Operations by Non-LEC Providers (0-day notice, 7 copies)
- ☐ 14 (NAG) Negotiated Interconnection Agreement Between Carriers (0-day effective, 90-day approval, 8 copies)
- ☐ 15 (RRC) For CMRS providers only to Register or to Notify of a Change in Operations (0-day notice, 7 copies)
- ☐ 16 (SLF) Self-complaint Application  
☐ a. CLEC only -Tier 1 (60-day automatic, 10 copies)  
☐ b. Introduce or increase maximum price range for Non-Specific Service Charge (60-day approval, 10 copies)
- ☐ 17 (UNC) Unclassified (explain) \_\_\_\_\_ (NOT automatic, 15 copies)
- ☐ 18 (ZTA) Tariff Application Involving only Tier 2 Services  
☐ a. New End User Service (0-day notice, 10 copies)  
☐ b. Change in Terms and Conditions, textual revision, correction of error, etc. (0-day notice, 10 copies)  
☐ c. Withdrawal of service (0-day notice, 10 copies)
- ☐ 19 Other (explain) \_\_\_\_\_ (NOT automatic, 15 copies)

**THE FOLLOWING ARE TRF FILINGS ONLY, NOT NEW CASES (0-day notice, 3 copies)**

- ☐ 20 Introduction or Extension of Promotional Offering
- ☐ 21 New Price List Rate for Existing Service  
☐ a. Tier 1  
☐ b. Tier 2
- ☐ 22 Designation of Registrant's Process Agent(s)
- ☐ 23 Update to Registrant's Maps

**THE FOLLOWING ARE CTR FILINGS ONLY, NOT NEW CASES (0-day notice, 7 copies)**

- ☐ 24 Application to establish, revise, or cancel an end-user contract. (NOTE: see item 6 on page 1 of this form for carrier-to-carrier contract amendments) CTR Docket No. \_\_\_\_\_ - \_\_\_\_\_ - TP - CTR (Use same CTR number throughout calendar year)

**II. Please indicate which of the following exhibits have been filed. The numbers (corresponding to the list on page (1) and above) indicate, at a minimum, the types of cases in which the exhibit is required:**

<input type="checkbox"/>	[all]	A copy of any motion for waiver of O.A.C. rule(s) associated with this filing. NOTE: the filing of a motion for waiver tolls any automatic timeframe associated with this filing.
<input checked="" type="checkbox"/>	[3, 9(vii)]	A copy of registrant's proposed tariffs. (Carrier-to-Carrier resale tariff also required if facilities-based) <b>Exhibit A</b>
<input checked="" type="checkbox"/>	[3]	Statement affirming that the registrant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. <b>Exhibit B</b>
<input checked="" type="checkbox"/>	[3]	Brief description of service(s) proposed. <b>Exhibit C</b>
<input type="checkbox"/>	[3a-b, 3d]	Explanation of whether applicant intends to provide <input type="checkbox"/> resold services, <input type="checkbox"/> facilities-based services, or <input type="checkbox"/> both resold and facilities-based services.
<input type="checkbox"/>	[3a-b, 3d]	Explanation as to whether CLEC currently offers CTS services under separate CTS authority, and whether it will be including those services within its CLEC filing, or maintaining such CTS services under a separate affiliate.
<input type="checkbox"/>	[3a-b, 3d]	Explanation of how the proposed services in the proposed market area are in the public interest.
<input type="checkbox"/>	[3a-b, 3d]	Description of the proposed market area.
<input type="checkbox"/>	[3a-b, 3d]	Description of the class of customers (e.g., residence, business) that the applicant intends to serve.
<input type="checkbox"/>	[3a-b, 3d]	Documentation attesting to the applicant's financial viability, including the following: (1) An executive Summary describing the applicant's current financial condition, liquidity, and capital resources. Describe internally generated sources of cash and external funds available to support the applicant's operations that are the subject of this certification application. (2) Copy of financial statements (actual and pro forma income statement and a balance sheet). Indicate if financial statements are based on a certain geographical area(s) or information in other jurisdictions. (3) Documentation to support the applicant's cash and funding sources.
<input checked="" type="checkbox"/>	[3a-d]	Documentation attesting to the applicant's technical and managerial expertise relative to the proposed service offering(s) and proposed service area. <b>Exhibit D</b>
<input checked="" type="checkbox"/>	[3a-d]	Documentation indicating the applicant's corporate structure and ownership. <b>Exhibit E</b>
<input type="checkbox"/>	[3a-b, 3d]	Information regarding any similar operations in other states. Also, if this company has been previously certified in the State of Ohio, include that certification number.
<input type="checkbox"/>	[3a-b, 3d]	Verification that the applicant will maintain local telephony records separate and apart from any other accounting records in accordance with the GAAP.
<input type="checkbox"/>	[3a-b, 3d]	Verification of compliance with any affiliate transaction requirements.
<input type="checkbox"/>	[3a-b, 3d]	Explanation as to whether rates are derived through (check all applicable): <input type="checkbox"/> interconnection agreement, <input type="checkbox"/> retail tariffs, or <input type="checkbox"/> resale tariffs.
<input type="checkbox"/>	[1, 3a-b, 3d]	Explanation as to which service areas company currently has an approved interconnection or resale agreement.
<input type="checkbox"/>	[3a-b, 3d, 9a(i-iii)]	Explanation of whether applicant intends to provide Local Services which require payment in advance of Customer receiving dial tone.
<input type="checkbox"/>	[3a, 3b, 3d, 9a, (i-iii)]	Tariff sheet(s) listing the services and associated charges that must be paid prior to customer receiving dial tone (if applicable).

<input type="checkbox"/>	[3a-b, 3d, 8]	Letters requesting negotiation pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and a proposed timeline for construction, interconnection, and offering of services to end users.
<input checked="" type="checkbox"/>	[3,4,7,10-11,13]	Certification from Ohio Secretary of State as to party's proper standing (domestic or foreign corporation, authorized use of fictitious name, etc.). In transfer of certificate cases, the transferee's good standing must be established. <b>Exhibit F</b>
<input checked="" type="checkbox"/>	[3-4,7,10-11,13]	List of names, addresses, and phone numbers of officers and directors, or partners. <b>Exhibit G</b>
<input checked="" type="checkbox"/>	[3]	A sample copy of the customer bill and disconnection notice the applicant plans to utilize. <b>Exhibit H</b>
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of superseded tariff sheet(s) & price list(s), if applicable, marked as Exhibit A.
<input type="checkbox"/>	[1,4,9,10-13,16-21]	Copy of revised tariff sheets & price lists, marked as Exhibit B.
<input checked="" type="checkbox"/>	[3]	Provide a copy of any customer application form required in order to establish residential service, if applicable. <b>Exhibit I</b>
<input type="checkbox"/>	[1-2,4-7,9,12-13,16,18-24]	Description of and rationale for proposed tariff changes, including a complete description of the service(s) proposed or affected. Specify for each service affected whether it is <input type="checkbox"/> business; <input type="checkbox"/> residence; or <input type="checkbox"/> both. Also indicate whether it is a <input type="checkbox"/> switched or <input type="checkbox"/> dedicated service. Include this information in either the cover letter or Exhibit C.
<input type="checkbox"/>	[1,2,4,9a(v-vi), 5,10,16,18(b-c), 21]	Specify which notice procedure has been/will be utilized: <input type="checkbox"/> direct mail; <input type="checkbox"/> bill insert; <input type="checkbox"/> bill notation or <input type="checkbox"/> electronic mail. NOTE: <input type="checkbox"/> Tier 1 price list increases must be within an approved range of rates. <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission staff.
<input type="checkbox"/>	[2,4-5,9a(v), 9b, 10,12-13,16, 18(b-c),20-21]	Copy of real time notice, which has been/will be provided to customers. NOTE: <input type="checkbox"/> SLF Filings – Do NOT send customer notice until it has been reviewed and approved by Commission staff.
<input type="checkbox"/>	[1,2,5,9a(v), 11-13, 18, 21 (increase only)]	Affidavit attesting that customer notice has been provided.
<input type="checkbox"/>	[2,12]	Copy of Notice, which has been provided to ILEC(s).
<input type="checkbox"/>	[2,12]	Listing of Assigned (NPA) NXX's where in the LECs (NPA) NXX's would be reassigned.
<input type="checkbox"/>	[2,4,10,12-13,]	List of Ohio counties specifically involved or affected.
<input type="checkbox"/>	[14]	The interconnection agreement adopted by negotiation or mediation.
<input type="checkbox"/>	[15]	For commercial mobile radio service providers, a statement affirming that registrant has obtained all necessary federal authority to conduct operations being proposed, and that copies have been furnished by cellular, paging, and mobile companies to this Commission of any Form 401, 463, and/or 489 which the applicant has filed with the Federal Communications Commission.
<input type="checkbox"/>	[15]	Exhibits must include company name, address, contact person, service description, and evidence of registration with the Ohio Secretary of State.
<input type="checkbox"/>	[24]	Affidavit that total price of contract exceeds total cost of all regulated services.
<input type="checkbox"/>	[5,13]	New title sheet with proposed new company name.
<input checked="" type="checkbox"/>	[1,3,13]	List of Ohio exchanges the applicant intends to serve. <b>Exhibit J</b>
<input type="checkbox"/>	[1,3a-b,3d,7, 10,13, 23]	Maps depicting the proposed serving and calling areas of the applicant.  <b>If Mirroring Large ILEC exchanges</b> for both serving area and local calling areas: • <b>Serving area</b> must be clearly reflected on an Ohio map attached to tariffs and textually described in tariffs by noting that it is reflecting a particular large ILEC/CLEC territory, and listing the involved exchanges. • <b>Local calling areas</b> must be clearly reflected on an Ohio map attached to the tariffs, and/or clearly delineated in tariffs, including a complete listing of each exchange being served and all exchanges to which local calls can be made from each of those exchanges.  <b>If Self-defining</b> serving area and/or local calling area as an area other than that of the established ILEC exchange(s): • <b>Serving Area</b> must be clearly reflected on an Ohio map attached to the tariffs, and textually described in tariffs by listing the involved exchanges. • <b>Local Calling Areas</b> must be described in the tariff through textual delineation and clear maps. Maps for self-defined <b>serving and local calling areas</b> are required to be traced on United States Geological Survey topography maps. These maps are the Standard Topographic Quadrangle maps, 7.5 minute 1:24,000.
<input type="checkbox"/>		Other information requested by the Commission staff.

III. Registrant hereby attests to its compliance with the following requirements in the Service Requirements Form, as well as all pertinent entries and orders issued by the Commission with respect to these issues. Further, registrant hereby affirms that it will maintain with its TRF docket an up-to-date, properly marked, copy of the Service Requirements Form available for public inspection.

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE AND CTS PROVIDERS:**

- ☒ Sales tax
- ☒ Minimum Telephone Service Standards (MTSS)
- ☒ Surcharges

**MANDATORY REQUIREMENTS FOR ALL BASIC LOCAL EXCHANGE PROVIDERS:**

- ☐ I+ IntraLATA Presubscription

**SERVICE REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES (CHECK ALL APPLICABLE):**

- ☒ Discounts for Persons with Communication Disabilities and the Telecommunication Relay Service [Required if toll service provided]
- ☒ Emergency Services Calling Plan [Required if toll service provided]
- ☐ Alternative Operator Service (AOS) requirements [Required for all providing AOS (including inmate services) service]

- ☒ Limitation of Liability Language [Required for all who have tariff language that may limit their liability]  
☒ Termination Liability Language [Required for all who have early termination liability language in their tariffs]  
☐ Service Connection Assistance (SCA) [Required for all LECs]  
☐ Local Number Portability and Number Pooling [Required for facilities-based LECs]  
☐ Package Language [Required for tariffs containing packages or service bundles containing both local and toll and/or non-regulated services]

**IV. List names, titles, phone numbers, and addresses of those persons authorized to make and/or affirm or verify filings at the Commission on behalf of the applicant:**

Patrick D. Crocker, Attorney  
Early, Lennon, Crocker & Bartosiewicz, P.L.C.  
900 Comerica Building  
Kalamazoo, MI 49007

*NOTE: An annual report is required to be filed with the Commission by each company on an annual basis. The annual report form will be sent for completion to the address and individual(s) identified in this Section unless another address or individual is so indicated.*

**V. List names, titles, phone numbers, and addresses of those persons authorized to respond to inquiries from the Consumer Services Department on behalf of the applicant regarding end-user complaints:**

Sean Baker  
GeoStar Communications, L.L.C.  
PO Box 370  
Akron, OH 44309  
(888) GeoStar / 436-7827

Robert Green  
GeoStar Communications, L.L.C.  
PO Box 370  
Akron, OH 44309  
(888) GeoStar / 436-7827

**AFFIDAVIT**

***Minimum Telephone Service Standards***

I am an officer of the applicant corporation, GeoStar Communications, L.L.C., and am authorized to make this statement on its behalf. I attest that these tariffs comply with the Minimum Telephone Service Standards (MTSS) for the state of Ohio. I understand that the Minimum Telephone Service Standards, as modified and clarified from time to time, supercede 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 08/04/04 at Akron, Ohio.  
(Date) (Location)

Robert L. Green Aug 14 / 04  
\*Robert L. Green (Date)

***\* 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, Robert L. Green, verify that I have utilized, verbatim, the Commission's Telecommunications Application Form 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.

Robert L. Green Aug 14 / 04  
\*Robert L. Green (Date)

***\* 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 (or to the Telecommunications Division Chief if a pre-filing submittal)**  
**180 East Broad Street, Columbus, OH 43215-3793**

**TELEPHONE SERVICE REQUIREMENTS FORM**  
Pursuant to Case Nos. 99-998-TP-COI and 99-563-TP-COI

The provider affirms that it is in compliance with Commission directives concerning the following checked items, and that this represents an up-to-date listing of applicable "generic" service requirements. The provider understands that this in no way supersedes the context of the applicable Commission orders described below. Unless otherwise specified, this language replaces the need for related language to be contained in the provider's tariff.

**A. MANDATORY REQUIREMENTS FOR BASIC LOCAL EXCHANGE AND CTS PROVIDERS (unless otherwise noted):**

☒ 1. **SALES TAX** (See also Case No. 87-1010-TP-UNC)

Certain telecommunication services, as defined in the Ohio Revised Code, are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Ohio, or both, and are charged to a subscriber's telephone number or account in Ohio.

☒ 2. **MTSS TARIFF REQUIREMENTS**

☒ The provider attests that its tariff includes:

- ☐ provider-specific language addressing the deposit method (as cited in 4901:1-5-13) adopted by the company and approved by the Commission;
- ☐ Toll Caps (choose one):
  - ☐ language addressing the provider-specific parameters of toll caps approved by the Commission, OR
  - ☒ not applicable since the provider has not chosen to incorporate toll caps.
- ☐ language regarding establishment of service, including requirements to establish creditworthiness, as cited in 4901:1-5-13;
- ☐ language regarding residential service guarantors, as cited in 4901:1-5-14;
- ☐ language regarding subscriber bills, as cited in 4901:1-5-15;
- ☐ language regarding subscriber billing adjustments for local exchange service, as cited in 4901:1-5-16; and,
- ☐ language regarding denial or disconnection of local and/or toll service, including the requirements for the reconnection of local and/or toll service, as cited in 4901:1-5-17.

Check the boxes below to attest that the provider shall adhere to the following criteria when the provider implements cancellation of service policies and/or requests an advance payment:

☒ Cancellation of Service:

When a customer cancels an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below:

Where the company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning the customer's service, and then the company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage;

☒ Advance Payment:

Advance Payment means a payment that may be required by the company as a means of being compensated for extraordinary expenses, including, but not limited to, special construction costs associated with a particular service installation.

☒ 3. **SURCHARGES**

The company shall not assess separately any taxes, fees or surcharges, other than government-approved sales taxes imposed directly on the end users, without seeking Commission approval under the appropriate procedures required by the Commission. Generally, the Commission will not grant the inclusion of gross receipts tax as a separate item on the bill unless special circumstances so warrant and the Commission specifically approves same. The company shall not place a separate line item on a customer's bill without sending notice to all customers informing them of the new line item charges in accordance with Commission-adopted notice procedures.

The customer is responsible for the payment of all state, local and E9-1-1 taxes, surcharges, utility fees, or other similar fees for which the end user is directly responsible and that may be levied by a governing body or bodies in conjunction with or as a result of a service furnished under a tariff on file with the Public Utilities Commission of Ohio. These charges may appear as separate line items on the customer's bill, as opposed to being included in the rates contained in a tariff. Any such line item charges will be reflected in the company's tariff.

☐ 4. **1+ INTRALATA PRESUBSCRIPTION – Basic Local Exchange Providers Only** (See Also Case No. 95-845-TP-COI, Guideline X.)

a. General

IntraLATA Presubscription is a procedure whereby a subscriber designates to the Telephone Company the carrier which the subscriber wishes to be the carrier of choice for intraLATA toll calls. Such calls are automatically directed to the designated carrier, without the need to use carrier access codes or additional dialing to direct the call to the designated carrier. IntraLATA presubscription does not prevent a subscriber who has presubscribed to an intraLATA toll carrier from using carrier access codes or additional dialing to direct calls to an alternative intraLATA toll carrier on a per call basis.

IntraLATA Presubscription will become effective upon the initial offering of certified local exchange service.

b. IntraLATA Presubscription Options

Option A: Subscriber may select the Telephone Company as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option B: Subscriber may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Subscriber may select a carrier other than the Telephone Company or the subscriber's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Subscriber may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the subscriber to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

c. Rules and Regulations

Subscribers of record will retain their current dialing arrangements until they request that their dialing arrangements be changed.

Subscribers of record or new subscribers may select either Options A, B, C, or D for intraLATA Presubscription.

Subscribers may change their selected Option and/or their presubscribed intraLATA toll carrier at any time subject to charges specified in Paragraph E, below.



#### d. IntraLATA Presubscription Procedures

New subscribers will be asked to select an intraLATA toll carrier(s) at the time the subscriber places an order to establish local exchange service with the Telephone Company. The Telephone Company will process the subscriber's order for intraLATA service. The selected carrier(s) will confirm their respective subscribers' verbal selection by third-party verification or return written confirmation notices. All new subscribers' initial requests for intraLATA toll service presubscription shall be provided free of charge.

If a new subscriber is unable to make a selection at the time the new subscriber places an order to establish local exchange service, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection. If selection is still not possible, the Telephone Company will inform the subscriber that he/she will be given 90 calendar days in which to inform the Telephone Company of an intraLATA toll carrier presubscription selection free of charge. Until the subscriber informs the Telephone Company of his/her choice for intraLATA toll carrier, the subscriber will not have a presubscribed intraLATA toll carrier, but rather will be required to dial a carrier access code to route all intraLATA toll calls to the carrier(s) of choice. Subscribers who inform the Telephone Company of a choice for intraLATA toll presubscription within the 90-day period will not be assessed a service charge for the initial subscriber request.

Subscribers of record may initiate an intraLATA presubscription change at any time subject to the charges specified in e.ii. below. If a customer of record inquires of the Telephone Company of the carriers available for intraLATA toll presubscription, the Telephone Company will read a random listing of all available intraLATA carriers to aid the subscriber in selection.

#### e. IntraLATA Presubscription Charges

##### i. Application of Charges

After a subscriber's initial selection for a presubscribed intraLATA toll carrier and as detailed in Paragraph D above, for any change thereafter, an IntraLATA Presubscription Change Charge, as set forth in Paragraph E.2. will apply.

##### ii. Nonrecurring Charges IntraLATA Presubscription Change Charge

Per business or residence line, trunk, or port:

-- Initial line, trunk, or port	\$5.00
-- Additional line, trunk, or port	\$1.50

**B. REQUIREMENTS FOR PROVISION OF CERTAIN SERVICES, OR WHERE CERTAIN CONDITIONS OF SERVICE ARE UTILIZED (check all applicable):**

☒ **1. DISCOUNTS FOR PERSONS WITH COMMUNICATION DISABILITIES AND THE TELECOMMUNICATION RELAY SERVICE**

Applicable to all telephone companies offering message toll service (MTS) (See also Case Nos. 87-206-TP-COI and 91-113-TP-COI):

- a. For purposes of these requirements, the definition of disabled refers to those persons with communication disabilities, including those hearing-disabled, deaf, deaf/blind, and speech-disabled persons who have a disability that prevents them from communicating over the telephone without the aid of a telecommunications device for the communicatively disabled.
- b. Residential disabled customers or disabled members of a customer's household, upon written application and upon certification of their disabled status, which is evidenced by either a certificate from a physician, health care official, state agency, or a diploma from an accredited educational institution for the disabled, are eligible to receive a discount off their MTS rates, and, if they utilize telebraille devices, they are eligible to receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by non-profit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the disabled, are eligible to receive a discount off their MTS rates.
- c. Upon receipt of the appropriate application, and certification or verification or a person with a communication disability, one of the following discounts shall be made available for the benefit of the disabled person:
  - i. Off the basic MTS, current, price list day rates: a 40 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 8:00 a.m. and 4:59 p.m. Monday through Friday; a 60 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 5:00 p.m. and 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas; and a 70 percent discount off the intrastate, interexchange, customer-dialed, station-to-station calls occurring between 11:00 p.m. and 7:59 a.m. any day, 8:00 a.m. and 4:59 p.m. Sunday, and all day Saturday; or
  - ii. Off the basic MTS, current, price list day rates: no less than a straight 70 percent discount shall be made available on a 24 hour a day basis; or

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iii. For MTS which is offered similar to the mileage-banded rate structure established in the Commission's April 9, 1985 Opinion and Order in Case No. 84-944-TP-COI, with the traditional day, evening, and night/weekend discounts: the "evening" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "day" period Monday through Friday; and the "night/ weekend" discount off the intrastate, interexchange, customer-dialed, station-to-station calls placed during the "evening" period Sunday through Friday, and on New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Furthermore, the "night/ weekend" discount plus an additional discount equivalent to no less than ten percent of the company's current, price list, "day" rates for basic MTS shall be made available for intrastate, interexchange, customer-dialed, station-to-station calls placed during the "night/weekend" period any day, the "day" period Sunday, and all day Saturday.

- d. All MTS calls placed through the telecommunication relay service (TRS) are eligible to receive a discount off the MTS rates. The rate discounts are the same as those set forth in paragraph 1.c. preceding. The discount shall not apply to sponsor charges associated with calls placed to pay-per-call services, such as 900, 976, or 900-like calls.

☒ **2. EMERGENCY SERVICES CALLING PLAN**

Applicable to all CLECs and CTSs offering MTS (See also Case Nos. 85-1466-TP-COI and 89-54-TP-COI):

Message toll telephone calls to governmental emergency service agencies, as set forth in (a) following, having primary or principal responsibility with respect to the provision of emergency services to persons and property in the area from which the call is made, meeting the definition and criteria of an emergency call as set forth in (b) following, are offered at no charge to customers:

- a. Governmental fire fighting, Ohio State Highway Patrol, police, and emergency squad service (as designated by the appropriate governmental agency) qualify as governmental emergency service agencies provided they answer emergency service calls on a personally attended (live) 24-hour basis, 365 days a year, including holidays.
- b. An emergency is an occurrence or set of circumstances in which conditions pose immediate threat to human life, property, or both, and necessitate that prompt action be taken. An emergency call is an originated call of short duration to a governmental emergency service agency in order to seek assistance for such an emergency.

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### ☐ 3. ALTERNATIVE OPERATOR SERVICES

The following applies to the provision of alternative operator services (AOS) including Inmate Facility Services. (See, also, Case No. 88-560-TP-COI, December 30, 1991 Supplemental Opinion and Order and February 27, 1992 Entry on Rehearing):

Preceding the maximum operator-assisted surcharges set forth in the text of the proposed tariff, as well as preceding the operator-assisted surcharges set forth in the price list attached to the proposed tariff, the service provider must insert a statement which specifies whether the rates as set forth apply to the provider's provision of traditional operator services, alternative operator services (AOS), or both.

#### (A) Definitions

- (1) AOS are those services provided by the provider in which the customer and the end user are totally separate entities. The provider contracts with the customer to provide the AOS; however, the provider does not directly contract with the end user to provide the services even though it is the end user who actually pays for the processing of the operator-assisted calls. These do not include coin-sent calls.
- (2) Traditional operator services are those services provided by the provider in which the end user has a customer relationship with the provider, the provider contracts with the customer/end user to provide the services, and the customer/end user pays for the actual processing of the operator-assisted calls.

#### (B) AOS Service Parameters

- (1) Local operator-assisted calls:  
For local operator-assisted calls, both live and automated, the AOS provider shall not charge the billed party more than the ILEC's price list rates for traditional local operator-assisted calls in the same exchange. This requirement includes both the local usage rate (either flat-rate per call or a minute-of-use rate per call) and applicable operator surcharges. The minutes-of-use rate for a local call shall be no higher than the rates for MTS identified in paragraph (B)(2), below.
- (2) MTS provided in conjunction with AOS:  
For intraLATA and interLATA, intrastate toll service calls, each AOS provider must apply one of the following MTS price ceilings to the MTS provided in conjunction with AOS:

<u>Mileage Band</u>	<u>Initial Minute</u>	<u>Each Additional Minute</u>
1 - 10	.32	.16
11 - 22	.40	.22
23 - 55	.48	.28
56 - 124	.57	.37
125 - end	.58	.39

or;

\$.36 per minute of use

- (3) For intraLATA and interLATA, intrastate toll service calls, each AOS provider's maximum operator-assisted rates shall be no more than:

- (a) \$1.70 for customer-dialed calling card calls;
- (b) \$2.50 for operator-handled calls; and
- (c) \$4.80 for person-to-person calls.

- (4) Notice of any change in the rates stated above, whether it be upward or downward, must be maintained in the company's tariff (via its web-site or its tariff on file with the Commission), on or before the effective date.

(C) Secured Inmate Facilities:

The following provisions apply to those operator service providers (OSPs) providing service to a secured inmate facility where the originating caller does not have access to other OSPs for the call from the secured inmate facility.

- (1) Local operator-assisted calls:  
For local operator-assisted calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for a local operator-assisted call in the same exchange.
- (2) IntraLATA and interLATA intrastate toll service calls:  
For intraLATA and interLATA intrastate toll service calls, the AOS provider serving secured inmate facilities shall not charge the billed party more than the ILEC price list rates for an intraLATA intrastate call. This requirement includes both the rates for message toll service and operator surcharges.

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- (D) The AOS providers shall not charge end users surcharges in addition to the price list rates for MTS and operator-assisted surcharges set forth in the AOS providers' tariffs. This restriction means that no surcharges, including but not limited to, bill rendering charges and any additional surcharge which a host facility may request the AOS provider to bill an end user, may be levied by the AOS provider on the end user. Any surcharges imposed by a host facility are to be billed separately by the host facility.
- (E) AOS and secured inmate facility services are not subject to either Tier 1 or Tier 2 regulatory treatment, but rather will remain subject to the provisions of these rules and the applicable provisions adopted by the Commission in Case No. 88-560-TP-COI.

☒ 4. **LIMITATION OF LIABILITY**

The following is applicable to all telephone companies that choose to include in their tariffs language which may limit their liability (See also Case No. 85-1406-AU-COI):

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.

☒ 5. **TERMINATION LIABILITY**

The following is applicable to all telephone companies who choose to include in their tariffs language which imposes early termination liability on a customer for termination of service prior to the designated term of service:

Inclusion of early termination liability by the company in its tariff or a contract does not constitute a determination by the Commission that the termination liability imposed by the company is approved or sanctioned by the Commission. Customers shall be free to pursue whatever legal remedies they may have should a dispute arise.

☐ 6. **SERVICE CONNECTION ASSISTANCE (SCA)**

The following is applicable to all LECs that offer local service to residential customers:

SCA is targeted to help defray the one-time, up-front costs of connecting to the local exchange network for qualified customers. It provides a waiver of the deposit requirement, full or partial waiver of the service connection charges.

☐ 7. **LOCAL NUMBER PORTABILITY and NUMBER POOLING**

See Case No. 95-845-TP-COI Guideline XIV, FCC Dockets 95-116 and 99-200. NOTE: LNP and number pooling are required of all facilities-based LECs, regardless of size, and CMRS where currently rolled-out by the FCC or as a result of a bona fide request unless granted an extension, exemption, or waiver by the Commission or the FCC.

☐ 8. **TARIFFING AND DISCONNECTION PROCEDURES FOR SERVICE PACKAGES OR BUNDLES**

Applicable to all LECs packaging or bundling regulated local services with toll service and/or unregulated services. See Rule 4901:1-6-21(C), Ohio Administrative Code.

☐ **Option 1****Tariffing**

Under option 1, LECs that package or bundle regulated local services with toll and/or unregulated services shall tariff only the regulated compenents of a package or bundle of services either as a package at a separate, single rate for the regulated compenents or individually at individual tarified rates. The unregulated services and any rate(s) associated with the unregulated service compenents of any package or bundle of services shall not be tarified.

**Disconnection Procedures**

Under option 1, if a customer fails to submit timely payment sufficient to cover the amount of the regulated charges, the LEC may discontinue the provision of the regulated services in compliance with Rule 4901:1-5-17, Ohio Administrative Code.

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**Staff Notice**

Under option 1, LECs shall keep the Director of the Consumer Services Division and the Chief of Telecommunications of the Utilities Department informed and up-to-date on all current offers to consumers that bundle regulated local services with unregulated services at a single packaged rate, different from the rate shown in the tariff for the regulated components of the package. The notice to staff shall identify the regulated and unregulated services included and the packaged rate (the combined tariffed and untariffed rate).

☐ **Option 2****Tariffing**

Under option 2, LECs shall tariff the entire package or bundle of services including both regulated local services and toll and/or unregulated services for a single combined packaged rate (including any amount attributable to the unregulated components). The LEC shall clearly identify the services within the package and denote which services are unregulated.

**Disconnection Procedures**

Under option 2, if a customer fails to submit timely payment sufficient to cover the entire amount of the regulated and unregulated bundled packaged rate, the LEC may discontinue the provision of any regulated and unregulated services, other than basic local exchange service, if payment is sufficient to cover the rate for basic local exchange service. For purposes of this rule, the rate for basic local exchange service shall be the tariffed rate for stand-alone basic local exchange service. In the event a CLEC does not offer basic local exchange service on a stand-alone basis, the CLEC shall identify an amount in the tariff for the basic local exchange service component of the package. In no event shall this amount exceed the packaged rate. Further, if the customer loses services included in the package due to non-payment or partial payment pursuant to this rule, the customer shall be entitled to add, change, or discontinue any regulated services provided according to the LEC's normal procedures for adding, changing or discontinuing such services.

**Disconnection Notice**

Under option 2, the LEC shall, in its notice of disconnection for non-payment, state the total amount due to avoid discontinuance of the package, as well as the total amount due to avoid discontinuance of the basic local exchange service component of the package.

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**EXHIBIT A**

**Proposed Tariff**

**TARIFF FOR  
REGULATIONS, RATES AND CHARGES APPLICABLE TO  
INTEREXCHANGE RESELLER SERVICES FURNISHED BY  
GEOSTAR COMMUNICATIONS, L.L.C.  
WITHIN THE STATE OF OHIO**

**CASE NO.**

**TRF NO.**

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**Issued: August 20, 2004  
Case No.**

**Effective: September 20, 2004**

**Issued by: Robert L. Green  
GEOSTAR COMMUNICATIONS, L.L.C.  
764 S. Broadway Street  
Akron, OH 44311**

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**CHECK SHEET**

The title page and pages 1-35 inclusive of this Tariff are effective as of the date shown. Original and revised sheets, as named below, comprise all changes from the original Tariff in effect on the date indicated.

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
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9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original	35	Original
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

\* New or Revised Sheets

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**CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS**

**CONCURRING CARRIERS:**

**CONNECTING CARRIERS:**

**OTHER PARTICIPATING CARRIERS:**

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right hand corner of the page. Sheets are numbered sequentially and from time to time new pages may be added to the Tariff. When a new page is added between existing pages, a decimal is added to the preceding page number. For example, a new page added between Sheets 3 and 4 would be numbered 3.1.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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).I.  
2.1.1.A.1.(a).I.(i).  
2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages 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 this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

**APPLICABILITY**

This Tariff sets forth the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of Ohio by GEOSTAR COMMUNICATIONS, L.L.C. ("Company"). All services contained within this tariff are competitive.

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**EXPLANATION OF SYMBOLS**

- (C) - To signify changed regulations
- (D) - To signify discontinued material
- (I) - To signify increased rate
- (M) - To signify a move in location of text
- (N) - To signify a new rate or regulation
- (R) - To signify a rate reduction
- (T) - To signify a change in text or regulation but no change in rates

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1. TECHNICAL TERMS AND ABBREVIATIONS

For the purpose of this Tariff, the following definitions will apply:

Access Coordination

Provides for the design, ordering, installation, coordination, pre-service testing, service turn-up and maintenance on a Company or Customer provided Local Access Channel.

Administrative Change

A change in Customer billing address or contact name.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information that will enable the Company 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

A person, firm, corporation or other entity that either is authorized by the Customer to receive or send communications or is placed in a position by the Customer, either through acts or omissions, to send or receive communications.

Bandwidth

The total frequency band, in hertz, allocated for a channel.

Bill Date

The date on which billing information is compiled and sent to the Customer.

Call

A completed connection between the Calling and Called Stations.

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Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

Where the Company has notified a customer or prospective customer of the possibility that special expenses may be incurred in connection with provisioning their service, and then the Company does incur such expenses. Expenses could include special construction, or where special arrangements of facilities or equipment have begun before the Company received a cancellation notice. The charge will be equal to the costs actually incurred, less net salvage.

Channel or Circuit

A dedicated communications path between two or more points having a Bandwidth or Transmission Speed specified in this Tariff and selected by a Customer.

Commission

Public Utilities Commission of Ohio

Company

GEOSTAR COMMUNICATIONS, L.L.C.

Company Recognized National Holidays

The following are Company Recognized National Holidays determined at the location of the originator of the Call: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The evening rate is used unless a lower rate would normally apply. When a Call begins in one rate period and ends in another, the rate in effect in each rate period applies to the portion of the Call occurring within that rate period. In the event that a minute is split between two rate periods, the rate in effect at the start of that minute applies.

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**Customer**

The person, firm, corporation or governmental unit which orders Service and which is responsible for the payment of charges and for compliance with the Company's Tariff regulations. A Customer is considered to be an account for billing purposes. The term Customer also includes an entity that remains presubscribed to the Company Service after its account(s) are removed from the Company's billing system, subsequently continues to use Company's network, and is billed by a local exchange carrier for such use, or otherwise uses Service for which no other Customer is obligated to compensate Company.

**Customer Premises/Customer's Premises**

Locations designated by a Customer where Service is originated/terminated whether for its own communications needs or for the use of its resale customers.

**DCS**

DCS means Digital Cross-Connect System.

**Dedicated Access/Special Access**

Dedicated Local Access between the Customer's Premises or serving wire center and the Company's Point-of-Presence for origination or termination of Calls.

**Due Date**

The Due Date is the date on which payment is due.

**Expedite**

A Service order initiated at the request of the Customer that is processed in a time period shorter than the Company's standard Service interval.

**FCC**

Federal Communications Commission

Individual Case Basis (ICB)

Individual Case Basis (ICB) determinations involve situations where complex Customer-specific Company arrangements are required to satisfactorily serve the Customer. The nature of such Service requirements makes it difficult or impossible to establish general tariff provisions for such circumstances. When it becomes possible to determine specific terms and conditions for such offerings, they will be offered pursuant to such terms and conditions.

Installation

The connection of a Circuit, Dedicated Access line, or port for new, changed or an additional Service.

Interexchange Service

Interexchange Service means that portion of a communications channel between a Company-designated Point-of-Presence in one exchange and a Point-of-Presence in another exchange.

Interruption

Interruption shall mean a condition whereby the Service or a portion thereof is inoperative, beginning at the time of notice by the Customer to Company, or when discovered by the Company, that such Service is inoperative and ending at the time of restoration.

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

A geographical area established for the provision and administration of communications Service of a local exchange company.

Local Access

Local Access means the Service between a Customer Premises and a Company designated Point-of-Presence.

Local Access Provider

Local Access Provider means an entity providing Local Access.

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Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

Multiplexing is the sequential combining of lower bit rate Private Line Services onto a higher bit rate Private Line Service for more efficient facility capacity usage or vice versa.

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

The manner that the Customer designates as the means of billing charges for Calls using the Company's Service.

Physical Change

The modification of an existing Circuit, Dedicated Access line or port, at the request of the Customer, requiring some Physical Change or retermination.

Point-of-Presence (POP)

A Company-designated location where a facility is maintained for the purpose of providing access to its Service.

Primary Route

The route that in the absence of Customer-designated routing or temporary re-routing would be used by the Company in the provision of Service.

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Private Line

A dedicated transmission channel furnished to a customer without intermediate switching arrangements for full-time customer use.

Private Line Service

A dedicated full-time transmission Service utilizing dedicated access arrangements.

Rate Center

A specified geographical location used for determining mileage measurements.

Requested Service Date

The Requested Service Date is the date requested by the Customer for commencement of Service and agreed to by the Company.

Restore

To make Service operative following an interruption by repair, reassignment, re-routing, substitution of component parts, or otherwise, as determined by the carrier(s) involved.

Route Diversity

Two channels that are furnished partially or entirely over two physically separate routes.

Service

Service means any or all Service(s) provided pursuant to this Tariff.

Service Commitment Period

The term elected by the Customer and stated on the Service order during which the Company will provide the Services subscribed to by the Customer. The term can be monthly or in the case of Private Line Services for a period of up to 5 years.

Special Promotional Offerings

Special trial offerings, discounts, or modifications of its regular Service offerings that the Company may, from time to time, offer to its Customers for a particular Service. Such offerings may be limited to certain dates, times, and locations.

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**Start of Service Date**

The Requested Service Date or the date Service first is made available by the Company whichever is later.

**Tariff**

The current Intrastate Services Tariff and effective revisions thereto filed by the Company with the Commission.

**Transmission Speed**

Data transmission speed or rate, in bits per seconds (bps).

**Two-Way Conversation**

A Two-Way Conversation is a telephone conversation between or among two or more parties.

**VF**

VF is voice frequency or voice-grade Service designed for private-line Service. Normal transmission is in the 300 hertz to 3000-hertz frequency band.

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**2. RULES AND REGULATIONS**

**2.1. Description and Limitations of Services**

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, or circuit conditioning.
- 2.1.3. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.4. The Company will comply with Rule 4901:1-5-17, Ohio Administration Code, in denying or disconnecting service. If a Customer is unable to establish credit, in accordance with Rule 4901:1-5-13 and 4901:1-5-14, the Company may deny service.
- 2.1.5. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.
- 2.1.6. Nothing herein, or in any other provision of this Tariff, 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 the Company to its Customers.
- 2.1.7. In compliance with Rule 4901:1-5-17, the Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.

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2.1.8. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service Order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

**2.2. Other Terms and Conditions**

2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the application for Service.

2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.

2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within seven (7) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion, or publication of the Customer without prior written approval of the Company.

2.2.5. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.

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- 2.2.6. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.7. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.8. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to notice of termination by either Company or Customer. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.
- 2.2.9. Customers may establish service in compliance with Rules 4901:1-5-13 and 4901:1-5-14

2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.

- 2.3.2. With respect to the Services contained herein and except an otherwise provided herein, the Company's liability shall not exceed an amount equal to the charge applicable to a one minute Call to the Called Station at the time the affected Call was made. If the initial minute rate is higher than the additional minute rate, the higher rate shall apply. For those Services with monthly recurring charges, the Company's liability is limited to an amount equal to the proportionate monthly recurring charges for the period during which Service was affected.
- 2.3.3. Unless required by Rule 4901:1-5, the Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.4. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.5. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.6. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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- 2.3.7. Except as required by the MTSS, the Company shall not be liable to the Customer or any other person, firm or entity in any respect whatsoever as a result of mistakes, accidents, errors, omissions, interruptions, delays, or defects in Service (collectively "Defects"). Defects caused by or contributed to, directly or indirectly, by any act or omission of Customer or its customers, affiliates, agents, representatives, invitees, licensees, successors or assigns or which arise from or are caused by the use of facilities or equipment of Customer or related parties shall not result in the imposition of any liability whatsoever upon the Company, and Customer shall pay to the Company any reasonable costs, expenses, damages, fees or penalties incurred by the Company as a result thereof, including penalties incurred by the Company as a result thereof, including costs of Local Access Providers' labor and materials. In addition, all or a portion of the Service may be provided over facilities of third parties, or sold by third parties, and the Company shall not be liable to Customer or any other person, firm or entity in any respect whatsoever arising out of Defects caused by such third parties. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR BUSINESS INTERRUPTION, FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF ANY DEFECTS OR ANY OTHER CAUSE. THIS WARRANTY AND THESE REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT OF AN INTERRUPTION IN SERVICE OR ANY DEFECT IN THE SERVICE WHATSOEVER, NEITHER COMPANY NOR ANY AFFILIATED OR UNAFFILIATED THIRD PARTY, THIRD PARTY PROVIDER OR OPERATOR OF FACILITIES EMPLOYED IN THE PROVISION OF THE SERVICE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, ACTUAL, PUNITIVE OR ANY OTHER DAMAGES, OR FOR ANY LOST PROFITS OF ANY KIND OR NATURE WHATSOEVER.
- 2.3.8. With respect to the routing of Calls by the Company to public safety answering points or municipal Emergency Service providers, Company liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of the Company's action, or failure to act, in routing the Call, or (b) as determined by a court of law.

2.3.9. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, 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.

2.4. Reserved for Future Use

2.5. Cancellation for Cause by the Company

2.5.1. The Company will comply with Rule 4901:1-5-17, Ohio Administration Code, in denying or disconnecting service.

2.6. Credit Allowance

2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.

2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.

2.6.3. No credit shall be allowed:

2.6.3.A. For failure of services or facilities of Customer; or

2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.

2.6.4. Credit for an interruption shall commence after the Company notices, or the Customer notifies Company, of the interruption and ceases when services have been restored.

2.6.5. Credits are applicable only to that portion of Service interrupted.

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- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

$$\text{Credit} = \frac{A}{720} \times B$$

"A" = outage time in hours

"B" = total monthly charge for affected facility

2.7. Use of Service

- 2.7.1. The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. 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 the Company or others.

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2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:

2.7.2.A. One joint user or Authorized User must be designated as the Customer.

2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.

2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.

2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.

2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

2.8. Payment Arrangements

2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. 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. The Customer is *not* responsible for fraudulent charges.

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2.8.2. The Company's bills are due 14 days after postmarked. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due.

2.8.3. Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

GEOSTAR COMMUNICATIONS, L.L.C.  
PO Box 370  
Akron, OH 44309  
Toll-Free: (888) 436-7827  
Facsimile: (330) 252-1120

Any objection to billed charges should be reported promptly to the Company. Customer is responsible for all nondisputed charges. 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  
180 East Broad Street  
Columbus, OH 43215-3793  
Telephone: (800) 686-7826 (voice)  
(800) 686-1570 (TDD)  
Facsimile: (614) 752-8351

2.8.4. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.

2.8.5. Company will not require deposits or advance payments by Customers for Services.

2.8.6. The Company's bills and billing practices will comply with MTSS Rule 4901:1-5-15, Ohio Administration Code.

2.9. Assignment

2.9.1. The obligations set forth in this Tariff shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns, provided, however, the Customer shall not assign or transfer its rights or obligations without the prior written consent of the Company.

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**2.10. Tax and Fee Adjustments**

2.10.1. When any municipality, or other political subdivision, local agency of government, or department of public utilities imposes upon and collects from the Company an occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Company's Customers receiving service within the territorial limits of such municipality, other political subdivision, local agency of government.

2.10.2. The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amount it is required by governmental or quasi-government authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, compensation to payphone service providers for use of their payphones to access the Company's services.

**2.11. Method for Calculation of Airline Mileage**

2.11.1. The airline mileage between two cities can be calculated using the Vertical (V) and Horizontal (H) coordinates of the serving wire centers associated with the Company's POP locations. The method for calculating the airline mileage is obtained by reference to AT&T's Tariff F.C.C. No. 10 in accordance with the following formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

where V1 and H1 correspond to the V&H coordinates of City 1 and V2 and H2 correspond to the V&H coordinates of City 2.

Example:	<u>V</u>	<u>H</u>
City 1	5004	1406
City 2	5987	3424

$$\sqrt{\frac{(5004 - 5987)^2 + (1406 - 3424)^2}{10}}$$

The result is 709.83 miles. Any fractional miles are rounded to the next higher whole number; therefore, the airline mileage for this example is 710 miles.

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**2.12. Time of Day Rate Periods**

2.12.1. Time of Day Rate Periods are determined by the time of day at the location of the Calling Station.

The rates shown in Section 4 apply as follows:

	MON	TUE	WED	THU	FRI	SAT	SUN
8 AM-5 PM*	DAYTIME RATE PERIOD					EVE	
5 PM-11 PM*	EVENING RATE PERIOD						
11 PM-8 AM*	NIGHT/WEEKEND RATE PERIOD						

\*Up to, but not including

**2.13. Special Customer Arrangements**

2.13.1. In cases where a Customer requests a special or unique arrangement which may include engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special Services not offered under this Tariff, the Company, at this option, may provide the requested Services. Appropriate recurring charges and/or Nonrecurring Charges and other terms and conditions will be developed for the Customer for the provisioning of such arrangements. Any contracts entered between the Company and Customer shall be filed with the PUCO.

**2.14. Inspection**

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service in compliance with Rule 4901:1-5-17, Ohio Administration Code.

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3. DESCRIPTION OF SERVICES

3.1. Wide Area ("WATS") and Message ("MTS") Toll Services

3.1.1. The Company offers WATS and MTS intrastate interexchange long distance service utilizing switched or dedicated access arrangements between the Customers Premises and the Company's facilities for call origination. Call termination is completed through a combination of Company facilities and LEC switched access arrangements.

3.2. Switched Inbound Service

3.2.1. Switched inbound service permits inward calling (via 800 codes) to a specific location utilizing premium switched, Feature Group D access on both ends.

3.3. Switched Outbound Service

3.3.1. Switched outbound services permits outward calling utilizing premium switched Feature Group D access on both the originating and terminating ends.

3.4. Dedicated Inbound Service

3.4.1. Dedicated inbound service permits inward calling (via 800 codes) to a specific location featuring the use of a dedicated, special access type connection on the terminating end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.5. Dedicated Outbound Service

3.5.1. Dedicated outbound service permits outward calling to stations in diverse service areas. Dedicated outbound service is distinguished from other services by the existence of a dedicated, special access connection on one end. The Customer shall be responsible for all LEC charges in addition to the Recurring, Non-recurring and Usage charges set forth hereinafter.

3.6. Calling Card Service

3.6.1. The Company's Calling Card Service permits Customers to place long distance calls utilizing Company issued Calling Cards for billing purposes.

**3.7. Timing of Calls**

3.7.1. Long distance usage charges are based on the actual usage of the Company network. Chargeable time begins when a connection is established between the Calling Station and the Called Station. Chargeable time ends when either party "hangs up" thereby releasing the network connection.

3.7.2. Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is 18 seconds. In addition, unless otherwise specified in this Tariff, usage is measured thereafter in 6 second increments and rounded to the next higher 6 second period.

**3.8. Minimum Call Completion Rate**

3.8.1. A Customer can expect a call completion rate of not less than 90% during peak use periods for all services.

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4. RATES AND CHARGES

4.1. Usage Rates

- 4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Non-recurring Charges and Recurring Charges referred to herein.

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**4.2. Switched Inbound Usage Rates**

**DAY/EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 18 Seconds</b>	<b>Additional 6 Seconds</b>
<b>ALL</b>	<b>\$0.075</b>	<b>\$0.025</b>

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4.3. Dedicated Inbound Usage Rates

DAY/EVENING/NIGHT/WEEKEND

<b>Mileage</b>	<b>Initial 6 Seconds</b>	<b>Additional 1 Second</b>
ALL	\$0.025	\$0.004

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**4.4. Switched Outbound Usage Rates**

**DAY/EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 18 Seconds</b>	<b>Additional 6 Seconds</b>
<b>ALL</b>	<b>\$0.075</b>	<b>\$0.025</b>

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4.5. Dedicated Outbound Usage Rates

**DAY/EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 6 Seconds</b>	<b>Additional 1 Second</b>
ALL	\$0.025	\$0.004

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**4.6. Calling Card Usage Rates**

- 4.6.1. Customers using the Company's Calling Card to place long distance calls incur a \$0.50 per call charge in addition to the per minute usage charge set forth hereinafter.

**DAY/EVENING/NIGHT/WEEKEND**

<b>Mileage</b>	<b>Initial 60 Seconds</b>	<b>Additional 60 Seconds</b>
<b>ALL</b>	<b>\$0.25</b>	<b>\$0.25</b>

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4.7. Recurring Charges

4.7.1. Reserved for future use.

4.8. Non-recurring Charges

4.8.1. Reserved for future use.

4.9. Special Promotional Offering

4.9.1. The Company may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times or locations designed to attract new subscribers or increase subscriber usage when approved by Commission. Company will not have special promotional offerings for more than 90 days in any 12-month period. In all such cases, the rates charged will not exceed those specified in Section 4 hereof.

4.10. Emergency Calls

4.10.1. Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency calls, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Company.

4.11. Payphone Use Service Charge

4.11.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.35.

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**EXHIBIT B**

**Notice to Department of Taxation**

Applicant has notified the Ohio Department of Taxation of its intent to conduct operations as a telephone utility in the State of Ohio. A copy of the notice follows.

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**EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.**

ATTORNEYS AT LAW

900 COMERICA BUILDING

KALAMAZOO, MICHIGAN 49007-4752

TELEPHONE (269) 381-8844

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VINCENT T. EARLY  
(1922-2001)  
JOSEPH J. BURGIE  
(1926-1992)

August 17, 2004

Lou Spisak  
The Ohio Department of Taxation  
Public Utilities Section  
P.O. Box 530  
Columbus, OH 43266-0030



Dear Mr. Spisak:

Please accept this letter as notice that GeoStar Communications, L.L.C. has applied for a Certificate of Public Convenience and Necessity from the Public Utilities Commission of Ohio ("PUCO") to operate as a provider of telecommunications services within Ohio. The Company expects to begin providing services at or near the time its application is approved by the PUCO.

Information concerning the Company may be obtained by writing or calling the Company at the address and phone number below:

GeoStar Communications, L.L.C.  
764 S. Broadway Street  
Akron, OH 44309  
(330) 972-3540

Should you have any questions relating to this correspondence, please direct them to the undersigned.

Very truly yours,

EARLY, LENNON, CROCKER & BARTOSIEWICZ, P.L.C.



Patrick D. Crocker

PDC/bmr

---

## **EXHIBIT C**

### **Proposed Services**

Petitioner seeks authority to offer a full range of "1+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, out-WATS, in-WATS, and Calling Card services.

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## **EXHIBIT D**

### **Background and Experience of Management**

**Doug Green** has six years telecommunications experience in Selling and Managing Local Phone, Long Distance, Cellular, and Internet.

**Mike Orbovich** has eight years telecommunications experience in Selling and Managing Local Phone, Long Distance, Cellular, and Internet.

**Robert L. Green** has six years telecommunications experience in Selling and Managing Local Phone, Long Distance, Cellular, and Internet.

**John Fartelly** has 12 years telecommunications experience in Selling and Managing Local Phone, Long Distance, Cellular, and Internet.



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**EXHIBIT F**

**Articles of Organization**

**\*200420402852\***

DATE	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/23/2004	200420402852	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	125.00	.00	.00	.00	.00

**Receipt**

This is not a bill. Please do not remit payment.

RUSSELL M. PRY  
1655 W MARKET ST STE 400  
AKRON, OH 44313-7024

**STATE OF OHIO  
CERTIFICATE**

**Ohio Secretary of State, J. Kenneth Blackwell**

1478221

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

**GEOSTAR COMMUNICATIONS, L.L.C.**

and, that said business records show the filing and recording of:

Document(s):

**ARTICLES OF ORGANIZATION/DOM. LLC**

Document No(s):

**200420402852**



United States of America  
State of Ohio  
Office of the Secretary of State

Witness my hand and the seal of the  
Secretary of State at Columbus, Ohio  
this 22nd day of July, A.D. 2004.

*J. Kenneth Blackwell*  
Ohio Secretary of State

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## **EXHIBIT G**

### **Officers**

Doug Green, Partner  
764 S. Broadway Street  
Akron, OH 44309  
(330) 752-4322

Mike Orbovich, Partner  
764 S. Broadway Street  
Akron, OH 44309  
(330) 752-4323

Robert L. Green  
764 S. Broadway Street  
Akron, OH 44309  
(330) 972-3540

John Fartelly  
4200 Rockside Road, Suite 207  
Independence, OH 44131  
(216) 986-1062, ext. 204

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**EXHIBIT H**

**Sample Bill and Disconnect Notice**



JOHN DEERE OF SYRACUSE  
Attn: PATTY CARROLL  
6131 E TAFT RD  
SYRACUSE NY 13212-3300

SHAPERITE®

\* \* \* \* \*  
This is a three line customer message. You control how many  
months it is printed and what it says. Notice the assembly order  
and orientation of this bill have changed.  
\* \* \* \* \*

This account is part of an Affinity Group (Shaperite). The Shaperite Logo has been placed at the top of the cover page and this message can contain information about Shaperite Events. A usage discount has been applied to each Shaperite member based on the usage of the entire group. A commission is paid to Shaperite. This customer has a minimum obligation of \$2500. See page 2 - line Minimum Monthly Obligation. Display of calling card pins can also be controlled on each customer. INTELEbill allows for layout changes from one customer to the next -- control font, spacing, layout, the rounding of each call record and the number of decimal places that are displayed.

John Deere of Syracuse  
6131 E Taft Rd  
Syracuse NY 13212-3300

Amount Enclosed \_\_\_\_\_



Please Write Your Account # (587) On Your Check

**PAYMENT OF \$4,152.39 DUE UPON RECEIPT**

Make Check Payable To: SANDY BEACHES SOFTWARE

0000000587021598004152398

Remit to:

# NETWORK SERVICES

John Deere of Syracuse  
Account # 587

February 15, 1998  
Summary Page 1

Summary of Usage By Account Codes			
Account Code	Calls	Minutes	Amount

00000125	1	2.0	0.26
00000135	323	1,046.0	139.05
			00000435
			1
			15.0
			1.95

Summary of Usage By Origination Number			
Number	Calls	Minutes	Amount

(315)458-4302	39	191.0	47.75
(315)458-4302	38	134.9	16.69
(315)458-4302	2	15.0	3.75
(315)458-4302	35	75.0	18.75
(315)458-4302	24	87.0	21.75
(315)458-4302	2	2.0	0.50
			(315)458-4302
			34
			143.0
			35.75
			(315)458-4302
			18
			94.0
			23.50
			(315)458-4302
			7
			17.0
			4.25
			(315)727-9054
			325
			359.0
			57.30
			(716)249-4802
			325
			1,063.0
			141.26
			(800)342-7776
			631
			2,541.6
			483.46

Area Code Summary for Switched Outbound			
Area Code	Calls	Minutes	Amount

203 CT	6	13.4	1.77
214 TX	1	0.8	0.11
301 MD	2	2.2	0.30
303 CO	2	3.4	0.45
313 MI	1	10.4	1.36
315 NY	218	730.4	95.98
401 RI	27	73.0	9.61
			410 MD
			1
			1.3
			0.17
			617 MA
			8
			15.8
			2.09
			650 CA
			5
			3.6
			0.49
			703 VA
			2
			2.3
			0.31
			716 NY
			14
			27.1
			3.58
			813 FL
			1
			5.1
			0.67
			941 FL
			1
			1.4
			0.19

Area Code Summary for Switched Inbound			
Area Code	Calls	Minutes	Amount

201 NJ	5	63.4	6.29
202 DC	1	12.8	1.27
203 CT	2	1.0	0.10
207 ME	6	21.3	2.12
208 ID	1	0.5	0.05
210 TX	1	1.7	0.17
212 NY	2	4.5	1.22
215 PA	5	19.7	1.96
216 OH	2	17.9	1.78
281 TX	1	0.9	0.09
301 MD	1	18.5	1.84
304 WV	1	40.2	3.98
310 CA	2	1.3	0.13
313 MI	1	15.9	1.58
315 NY	75	289.7	79.43
319 IA	7	35.0	3.49
			330 OH
			1
			0.6
			0.06
			602 AZ
			2
			1.0
			0.10
			603 NH
			5
			24.7
			2.46
			607 NY
			39
			96.1
			25.83
			609 NJ
			14
			31.2
			3.12
			610 PA
			5
			4.0
			0.40
			612 MN
			2
			3.2
			0.32
			615 TN
			9
			134.2
			13.32
			617 MA
			11
			56.8
			6.25
			626 CA
			1
			0.8
			0.08
			703 VA
			1
			1.4
			0.14
			704 NC
			2
			6.7
			0.96
			708 IL
			3
			11.3
			1.13
			713 TX
			2
			4.3
			0.43
			714 CA
			1
			2.3
			0.52
			715 WI
			2
			1.3
			0.13
			716 NY
			103
			335.2
			93.80

PRACTICAL SOLUTIONS

John Deere of Syracuse  
Account # 587

February 15, 1998  
Summary Page 2

Area Code Summary for Switched Inbound				Area Code Summary for Cellular Calls			
Area Code	Calls	Minutes	Amount	Area Code	Calls	Minutes	Amount
717 PA	7	4.5	1.03	814 PA	1	1.5	0.15
718 NY	7	15.9	4.45	818 CA	1	0.5	0.05
760 CA	1	0.5	0.05	830 TX	2	1.0	0.10
770 GA	1	0.5	0.05	860 CT	3	74.1	7.34
781 MA	26	119.9	13.69	908 NJ	6	15.9	1.59
785 KS	1	1.8	0.47	910 NC	1	1.0	0.39
803 SC	7	18.9	2.18	912 GA	4	18.0	1.79
813 FL	1	0.5	0.05				

Area Code Summary for Cellular Calls				Area Code Summary for Calling Cards			
Area Code	Calls	Minutes	Amount	Area Code	Calls	Minutes	Amount
NY	2	2.0	1.10	716 NY	1	2.0	0.33
315 NY	143	294.0	43.86				

Area Code Summary for Cellular Calls				Area Code Summary for Calling Cards			
Area Code	Calls	Minutes	Amount	Area Code	Calls	Minutes	Amount
201 NJ	1	6.0	1.50	508 MA	2	10.7	2.59
203 CT	1	0.5	0.06	518 NY	22	66.0	16.50
216 OH	1	1.0	0.25	603 NH	2	8.0	2.00
315 NY	82	310.4	61.14	607 NY	2	2.0	0.50
319 IA	2	2.0	0.50	614 OH	1	1.0	0.25
407 FL	16	59.0	14.75	617 MA	3	6.0	1.50

Summary of Long Duration Calls				Summary of Long Duration Calls			
Date	Time	City	St	Number	Length	Amount	Length

\*\*\*\*\* Includes all calls 25 minutes or longer \*\*\*\*\*

01/13/98	8:12 am	ALBANY	NY	(518)861-5393	28.2	7.62	(508)374-7046	48.0	4.76
01/09/98	10:31 pm	CHITTENANGO	NY	(315)687-6908	27.0	3.22	(201)461-0810	36.9	3.66
01/28/98	10:21 pm	CHITTENANGO	NY	(315)687-6908	30.8	3.67	(304)328-5880	40.2	3.98
01/23/98	2:19 pm	FRANKLIN	TN	(615)790-7514	29.2	2.90	(508)987-7184	28.2	2.80
02/03/98	7:07 am	FRANKLIN	TN	(615)791-4314	54.6	5.41	(315)336-2932	25.6	6.92
01/29/98	8:18 am	HARTFORD	CT	(860)525-7081	50.2	4.97	(315)445-2424	26.3	3.42
01/14/98	2:13 pm	HAVERHILL	MA	(508)373-7696	25.6	2.54	(315)445-8586	37.0	4.81



GEOSTAR COMMUNICATIONS  
P. O. BOX 370  
AKRON, OH 44309

July 27, 2004

Account # () -

**DISCONNECTION NOTICE**

Did you forget to pay your bill? If so, Your GEOSTAR COMMUNICATIONS service and any other services associated with your billing telephone number may be disconnected. If your payment has been sent, we thank you and apologize for sending you this notice.

Your account is past due in the amount of \$ and disconnection of services is scheduled for .

- 1 To stop disconnection of all services, pay \$ by .
- 2 To stop disconnection of local services, pay \$ by .
- 3 To stop disconnection of long distance service, pay and additional \$ by.



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**EXHIBIT I**

**Application Form to Establish Residential Service**



## APPLICATION FOR LONG DISTANCE

Company Name:	Contact:
Physical Address:	Contact Number:
	Fax Number:
Billing Address (if different):	F.I.D./SSN
	Tax Exempt (if yes Attach Cert.): <input type="checkbox"/> Yes <input type="checkbox"/> No

Service Information	
Local Service (Where Applicable)	Service Class: <input type="checkbox"/> POTS <input type="checkbox"/> PBX Trunks <input type="checkbox"/> ISDN <input type="checkbox"/> CTX <input type="checkbox"/> Other Service Type: <input type="checkbox"/> Conversion as is <input type="checkbox"/> Conversion with changes <input type="checkbox"/> New Service
Long Distance Service	<input type="checkbox"/> Switched <input type="checkbox"/> Intra (in-state 1+) <input type="checkbox"/> Inter (state-to-state 1+) <input type="checkbox"/> Toll Free
Calling Card information	Name: _____ Pin: _____
Length of Term:	<input type="checkbox"/> Month to month <input type="checkbox"/> 1 year <input type="checkbox"/> 2 year <input type="checkbox"/> 3 year
Monthly Commitment	Estimated Usage
Type Of Billing	<input type="checkbox"/> Bill Main Location <input type="checkbox"/> Paper Bill <input type="checkbox"/> Billing on CD (\$50.00 Per Month)

Current Long Distance Provider:	Current Local Phone Company:
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BTN/ANI Information					
Billing Telephone Number/ Other Working Telephone # <sup>a</sup>	Business or Residential	Type	Accounting Codes	Validated Codes	# of Digits (2-6 digits)
( )	<input type="checkbox"/> Business <input type="checkbox"/> Residential	<input type="checkbox"/> Voice <input type="checkbox"/> Fax <input type="checkbox"/> Modem	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
( )	<input type="checkbox"/> Business <input type="checkbox"/> Residential	<input type="checkbox"/> Voice <input type="checkbox"/> Fax <input type="checkbox"/> Modem	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
( )	<input type="checkbox"/> Business <input type="checkbox"/> Residential	<input type="checkbox"/> Voice <input type="checkbox"/> Fax <input type="checkbox"/> Modem	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
( )	<input type="checkbox"/> Business <input type="checkbox"/> Residential	<input type="checkbox"/> Voice <input type="checkbox"/> Fax <input type="checkbox"/> Modem	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
( )	<input type="checkbox"/> Business <input type="checkbox"/> Residential	<input type="checkbox"/> Voice <input type="checkbox"/> Fax <input type="checkbox"/> Modem	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

I authorize GeoStar Communications to act as our Agent for the selection of "1 Plus" services and 888/800 number RESPOG for the above location. I understand that there is a PIC change fee charged by my LEC to facilitate this selection. This SSA (Subscriber Service Agreement)/Letter Of Authorization (L.O.A.) gives GeoStar Communications to receive any information from my LEC to facilitate this order, and to remove and re-institute any PIC freeze(s) on my account. Further, I agree to pay all toll charges by due date stated on the invoice. Failure to do so may result in discontinuation of service. The undersigned agrees to pay a reasonable attorney fee and/or collections fees if the account is turned over to an attorney or collections agency. Person signing below certifies to be 18 year of age is authorized to execute this application for the services of GeoStar Communications on behalf of the Customer listed above. Upon execution of this agreement by the signature below, Customer authorized GeoStar Communications to change Customers' Current telecommunications carrier to GeoStar Communications. Customer elects GeoStar Communications as their primary long distance provider and as Customers' agent in all matters relating to long distance services including intralata toll service.

I authorize GeoStar Communications's our Agent for the following Services: ☐ Local Services, or Dial tone (when applicable)  
☐ Long Distance Services ☐ Intralata/Intrastate Services ☐ Toll Free Services (RESPORG)

The undersigned is not an agent for any third party. The undersigned represents and warrants that it is the exclusive end using subscriber for the 888/877/800 and "1 Plus" numbers listed above.

Printed Name	Authorized Signature	Date Signed			
Switched Rate Information	Interstate	Intrastate	Toll Free	Calling Card	Other
This area for agent use only					
Dedicated Rate Information	Dedicated Interstate	Dedicated Intrastate	Dedicated Toll Free		
Agent Signature	Agent ID #				

Use Separate Sheet for Additional Information

Revision Date: 7/27/2004





This form is a locked Word document that may be completed electronically but does require an actual signature. When completing this form electronically, use the TAB KEY to move between fields on the form and double click on fields that request information. Position your mouse over a check box and click to select the appropriate choice.

### Appointment of Agent

The undersigned Customer hereby appoints **GeoStar Communications** to act as its authorized agent for all matters pertaining to the toll-free number(s) listed below. This agency includes, without limitation, the ordering or rearrangement of service assignment of primary carrier service requests, disconnection of service and other requests as deemed necessary by **GeoStar Communications** to implement the toll-free services ordered from Qwest Communications (LGT\*\*).

Toll Free Number (s)	Check 1 Per			Ring To #	Qty. of Circuits
	POTS	DAL	T-1		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

### Holder Information

Current Respong Org. I.D	
Holder Name	
Address	
City, State, Zip	
Telephone	
Authorized Signature	
Signatory Name (printed)	
Title	
Date	



**Customer Authorization  
Automated Monthly Credit Card Debit Agreement**

**This Form MUST be Completed and Accompany ALL orders for Residential Service**

Account Name: \_\_\_\_\_

**Please charge the following Credit Card:**

☐ VISA

☐ MASTERCARD

**Please fill in your credit card number:**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**Please fill in your credit card expiration date:**

--	--	--	--

**Month**

**Year**

X \_\_\_\_\_  
**Signature (as shown on credit card)**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Home Phone:** \_\_\_\_\_

Agreement: By my signature above, I authorize GeoStar Communications Services to debit the above listed MasterCard or VISA each month for payment of charges accrued on the account reference in this agreement. I certify that I am duly authorized and entitled to utilize this credit card for this purpose by the financial institution issuing the above card. I understand that I may terminate this agreement by contacting Customer Service Department at 1-888-GEO-STAR. I understand further, that termination of this automatic debt payment arrangement also may result in termination of long distance services by GeoStar Communications.



This Agreement between GeoStar Communications, with a place of business at 764 S. Broadway. Akron, OH 44311, on behalf of (individually and collectively, "GeoStar"), and **CUSTOMER NAME** ("Customer"), a Ohio , with a place of business at the address below, is effective as of the date last signed below ("Effective Date").

**1. Termination Charges.** Customer may terminate this Agreement or disconnect, in whole or in part, any Service hereunder at any time and without cause upon written notice to GEOSTAR COMMUNICATIONS. If this occurs during the applicable term commitment, GEOSTAR COMMUNICATIONS will compute the termination charges according to the following formula and render a bill to Customer, which Customer agrees to pay within 30 days:

- 100% of any waived Non Recurring Cost, Credits, and Rebates
- 50% of the remaining MAC for Long Distance Service
- Termination charges assessed by the Local Access Provider, if Customer cancels, in whole or in part, any Local Access Service procured by GEOSTAR COMMUNICATIONS on its behalf.

**2. Credit and Deposits.** GEOSTAR COMMUNICATIONS reserves the right to require Customer to establish, re-establish, and/or maintain creditworthiness at any time and to the satisfaction of GEOSTAR COMMUNICATIONS. GEOSTAR COMMUNICATIONS reserves the right to examine the credit record and check the references of Customer at any time. If Customer's financial condition is unknown or unacceptable, GEOSTAR COMMUNICATIONS reserves the right to require a security deposit, which GEOSTAR COMMUNICATIONS may apply to overdue charges. GEOSTAR COMMUNICATIONS shall determine the amount of any deposit, in its sole discretion, up to three months' estimated usage. GEOSTAR COMMUNICATIONS shall pay interest on deposits as required under state law. GEOSTAR COMMUNICATIONS may review Customer's account to determine whether all amounts due have been paid within these terms and conditions. If Customer's payment history is satisfactory, GEOSTAR COMMUNICATIONS shall refund the deposit in full within the time prescribed under state law.

**Order of Precedence.** In the case of a inconsistency or conflict between terms and conditions of an applicable Tariff or Guidebook, or this Agreement, the governing order of precedence will be (1) this Agreement, (2) the applicable Tariff or Guidebook. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions.

**SO AGREED** by the parties' respective authorized signatories:

<b>Customer Name:</b>	<b>Geostar Communications. ON BEHALF OF ITS AFFILIATE</b>
<b>Customer Address:</b>	<b>PO BOX 370</b>
<b>City, State ZIP:</b>	<b>Akron, OH 44309</b>
<i>Customer Signature</i>	<i>Geostar Communications Signature</i>
<b>Print Name/Title:</b>	<b>Print Name</b>

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**EXHIBIT J**

**Proposed Service Area**

Applicant intends to provide service throughout the State of Ohio and therefore attaches no map reflecting the proposed service area.