

CAPTION SHEET

CASE MANAGEMENT SYSTEM

- |                          |   |                             |
|--------------------------|---|-----------------------------|
| 1. REPORT DATE: 00/00/00 | : |                             |
| 2. BUREAU: FUS           | : |                             |
| 3. SECTION(S):           | : |                             |
| 5. APPROVED BY:          | : | 4. PUBLIC MEETING DATE:     |
| DIRECTOR:                | : | 00/00/00                    |
| SUPERVISOR:              | : |                             |
| 6. PERSON IN CHARGE:     | : | 7. DATE FILED: 12/04/03     |
| 8. DOCKET NO: A-311299   | : | 9. EFFECTIVE DATE: 00/00/00 |

PARTY/COMPLAINANT:

RESPONDENT/APPLICANT: BROADBAND DYNAMICS, L.L.C.

COMP/APP COUNTY:

UTILITY CODE: 311299

ALLEGATION OR SUBJECT

APPLICATION OF BROADBAND DYNAMICS, L.L.C. FOR APPROVAL TO OFFER, RENDER, FURNISH OR SUPPLY TELECOMMUNICATIONS SERVICES AS A RESELLER OF TOLL SERVICES TO THE PUBLIC IN THE COMMONWEALTH OF PENNSYLVANIA.

DOCUMENT  
FOLDER

**DOCKETED**  
DEC 08 2003

ORIGINAL

Lance J.M. Steinhart, P.C.  
Attorney At Law  
1720 Windward Concourse  
Suite 250  
Alpharetta, Georgia 30005

Also Admitted in New York  
and Maryland

Telephone: (770) 232-9200  
Facsimile: (770) 232-9208  
Email: lsteinhart@telecomcounsel.com

December 4, 2003

VIA OVERNIGHT DELIVERY

Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, PA 17120

RECEIVED

DEC - 4 2003

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Re: Interexchange Reseller Application of Broadband Dynamics, L.L.C.

Dear Sir/Madam:

A-311299

Enclosed please find for filing one original and three (3) copies of the Application of Broadband Dynamics, L.L.C. for approval to begin to offer, render, furnish, or supply services as a reseller of toll services to the public in the Commonwealth of Pennsylvania, along with a check payable to the Commonwealth of Pennsylvania in the amount of \$250 for the application fee.

I have also enclosed an extra copy of this letter to be date stamped and returned to me in the enclosed, self-addressed, postage prepaid envelope.

If you have any questions or if I may provide you with additional information, please do not hesitate to call me. Thank you.

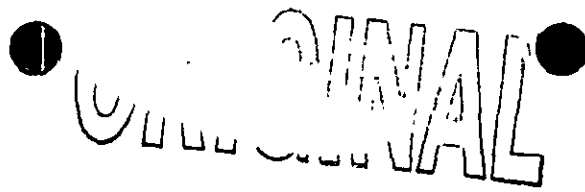
Respectfully submitted

Lance J.M. Steinhart  
Attorney for Broadband Dynamics, L.L.C.

DOCUMENT  
FOLDER

Enclosures  
cc: Robert S. Rife

69



**Application of:**

Application of Broadband Dynamics, L.L.C. for approval to offer render, furnish, or supply telecommunications services as an Interexchange Toll Reseller  
Carrier to the public in the Commonwealth of Pennsylvania

**1. IDENTITY OF THE APPLICANT:** The name, address, telephone number, and fax number of the Applicant.

Broadband Dynamics, L.L.C.  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258  
Telephone: (480) 941-0444  
Facsimile: (480) 941-1143

RECEIVED

DEC - 4 2003

PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU

Please identify any predecessors of the Applicant and provide other names under which the Applicant has operated within the preceding five years, including name, address, and telephone number.

Name Change Recently from Arizona Telephony Brokers, L.L.C.

**2. ATTORNEY:** The name, address, telephone number, and fax number of the Applicant's attorney.

Lance J.M. Steinhart, Esq.  
Lance J.M. Steinhart, P.C.  
1720 Windward Concourse, Suite 250  
Alpharetta, GA 30005  
(770) 232-9200/Phone  
(770) 232-9208/Fax  
lsteinhart@telecomcounsel.com

DOCKETED  
DEC 0 8 2003

**3. CONTACTS:**

**A) APPLICATION:** The name, title, address, telephone number, and fax number of the person to whom questions about this application should be addressed.

Lance J.M. Steinhart, Esq.  
Lance J.M. Steinhart, P.C.  
1720 Windward Concourse, Suite 250  
Alpharetta, GA 30005  
(770) 232-9200/Phone  
(770) 232-9208/Fax  
lsteinhart@telecomcounsel.com

- B) **PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA):** The name, title, address, telephone number and FAX number of the person with whom contact should be made by PEMA.

Robert S. Rife, Managing Member  
Broadband Dynamics, L.L.C.  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258  
Telephone: (480) 941-0444  
Facsimile: (480) 941-1143

- C) **RESOLVING COMPLAINTS:** Name, address, telephone number, and FAX number of the person and an alternate person responsible for addressing customer complaints. These persons will ordinarily be the initial point(s) of contact for resolving complaints and queries filed with the Public Utility Commission or other agencies.

Stephanie Price, Vice President Service and Support  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258  
Telephone: (800) 410-4435  
Facsimile: (480) 941-1143

4. **FICTITIOUS NAME:**

*The Applicant will not be using a fictitious name.*

- The Applicant will be using a fictitious name. Attach to the Application a copy of the Applicant's filing with the Commonwealth's Department of State pursuant to 54 Pa. C.S. §311, Form PA-953.

5. **BUSINESS ENTITY AND DEPARTMENT OF STATE FILINGS:**

- The Applicant is a sole proprietor.
- The Applicant is a:
- General partnership
  - Domestic limited partnership (15 Pa. C.S. §8511)
  - \*Foreign limited partnership (15 Pa. C.S. §8582)
  - Domestic registered limited liability partnership (15 Pa. C.S. §8201)
  - \*Foreign registered limited liability general partnership (15 Pa. C.S. §8211)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

Attach to the application the name and address of partners. If any partner is not an individual, identify the business nature of the partner entity and identify its partners or officers.

**Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above.**

5. (Continued)

**X** The Applicant is a:

- Domestic corporation (15 Pa. C.S. §1306)
- \*Foreign corporation (15 Pa. C.S. §4124)
- Domestic limited liability company (15 Pa. C.S. §8913)
- \*Foreign limited liability company (15 Pa. C.S. §8981)

\*Provide name and address of Corporate Registered Office Provider or Registered Office within PA.

**TCS Corporate Services, Inc.  
600 North 2nd St., Ste. 500  
Harrisburg, PA 17101**

**The Applicant's Certificate of Authority to Transact Business in Pennsylvania is attached as Exhibit A. A copy of the Applicant's Articles of Incorporation are attached as Exhibit B. The Applicant is incorporated in the State of Arizona.**

Give name and address of officers:

Robert S. Rife Managing Member

**8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258**

6. **AFFILIATES AND PREDECESSORS WITHIN PENNSYLVANIA:**

**X** The Applicant has no affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania.

The Applicant has affiliates doing business in Pennsylvania or predecessors which have done business in Pennsylvania. Name and address of the affiliates. State whether they are jurisdictional public utilities. Give docket numbers for the authority of such affiliates.

If the Applicant or an affiliates has a predecessor who has done business within Pennsylvania, give name and address of the predecessors and state whether they were jurisdictional public utilities. Give the docket numbers for the authority of such predecessors.

7. **AFFILIATES AND PREDECESSORS RENDERING PUBLIC UTILITY SERVICE OUTSIDE PENNSYLVANIA:**

- The Applicant has no affiliates rendering or predecessors which rendered public utility service outside Pennsylvania.
- The Applicant has affiliates rendering or predecessors which rendered public utility service outside Pennsylvania. Name and address of the affiliates. Name and address of the predecessors (please specify which).

8. **APPLICANT'S PRESENT OPERATIONS:** (Select and complete the appropriate statement)

- The applicant is not presently doing business in Pennsylvania as a public utility.
- The applicant is presently doing business in Pennsylvania as a:
- Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
  - Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)
  - Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)
  - Competitive Local Exchange Carrier:
    - Facilities-Based
    - Non-facilities-Based
  - Incumbent Local Exchange Carrier.
  - Other (Identify).

9. **APPLICANT'S PROPOSED OPERATIONS:** The Applicant proposes to operate as a:

Interexchange Toll Reseller, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Interexchange Toll Facilities-based carrier, InterLATA and/or IntraLATA, (e.g., MTS, 1+, 800, WATS, Travel and Debit Cards)

Competitive Access Provider (dedicated point-to-point or multipoint service; voice or data)

Competitive Local Exchange Carrier:

Facilities-based

Non-facilities-based

Incumbent Local Exchange Carrier

Other (Identify).

10. **PROPOSED SERVICES:** Describe in detail the services which the Applicant proposes to offer. If proposing to provide more than one category in Item #9, clearly and separately delineate the services within each proposed operation.

**Applicant proposes to provide switched and dedicated outbound 1+ and 101XXXX dialing, inbound "800" and "888" toll-free, travel card, debit card services, and directory assistance.**

11. **SERVICE AREA:** Describe the geographic service area in which the Applicant proposes to offer services. Clearly and separately delineate the service territory for each category listed in Item #9. For Competitive Local Exchange Carrier operations, you must name and serve the Incumbent Local Exchange Carriers in whose territory you request authority.

**Applicant intends to provide service statewide.**

12. **MARKET:** Describe the customer base to which the Applicant proposes to market its services. Clearly and separately delineate a market for each category listed in Item #9.

**Applicant proposes to market its services to residential customers and businesses.**

13. **PROPOSED TARIFF(S):** Each category of proposed operations must have a separate and distinct proposed tariff setting forth the rates, rules and regulations of the Applicant. Every proposed tariff shall state on its cover page the nature of the proposed operations described therein, i.e., IXC R/S, CLEC, CAP, or IXC F/B. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

**Attached as Exhibit C.**

14. **FINANCIAL:** Attach the following to the Application:

A general description of the Applicant's capitalization and, if applicable, its corporate stock structure;

**The Company is a limited liability company with 1 member.**

Current balance sheet, Income Statement, and Cash Flow Statement of Applicant or Affiliated Company, if relying on affiliate for financial security;

A tentative operating balance sheet and a projected income statement for the first year of operation within the Commonwealth of Pennsylvania; provide the name, title, address, telephone number and fax number of the Applicant's custodian for its accounting records and supporting documentation; and indicate where the Applicant's accounting records and supporting documentation are, or will be, maintained.

If available, include bond rating, letters of credit, credit reports, insurance coverage and reports, and major contracts.

**See Exhibit E attached hereto.**

15. **START DATE:** The Applicant proposes to begin offering services on or about **February 1, 2004 (approximate date)**.

16. **FURTHER DEVELOPMENTS:** Attach to the Application a statement of further developments, planned or contemplated, to which the present Application is preliminary or with which it forms a part, together with a reference to any related proceeding before the Commission.

**N/A**



17. **NOTICE:** Pursuant to 52 Pa. Code §5.14, you are required to serve a copy of the signed and verified Application, with attachments, on the below-listed parties, and file proof of such service with this Commission:

Office of Consumer Advocate  
555 Walnut Street  
5th Floor, Forum Place  
Harrisburg, PA 17101-1923

Office of Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, PA 17101

Office of the Attorney General  
Office of Consumer Protection  
Strawberry Square, 14<sup>th</sup> Floor  
Harrisburg, PA 17120

18. **FEDERAL TELECOMMUNICATIONS ACT OF 1996:** State whether the Applicant claims a particular status pursuant to the Federal Telecommunications Act of 1996. Provide supporting facts.

N/A

19. **COMPLIANCE:** State specifically whether the Applicant, an affiliate, a predecessor of either, or a person identified in this Application has been convicted of a crime involving fraud or similar activity. Identify all proceedings, limited to proceedings dealing with business operations in the last five (5) years, whether before an administrative body or in a judicial forum, in which the Applicant, an affiliate, a predecessor of either, or a person identified herein has been a defendant or a respondent. Provide a statement as to the resolution or present status of any such proceedings.

**Neither Applicant, nor any affiliate or predecessor of either, nor any person identified in this Application has been convicted of a crime involving fraud or any similar activity.**

20. **FALSIFICATION:** The Applicant understands that the making of false statement(s) herein may be grounds for denying the Application or, if later discovered, for revoking any authority granted pursuant to the Application. This Application is subject to 18 Pa. C.S. §§4903 and 4904, relating to perjury and falsification in official matters.

24. CESSATION: The Applicant understands that if it plans to cease doing business within the Commonwealth of Pennsylvania, it is under a duty to request authority from the Commission for permission prior to ceasing business.

Applicant: Broadband Dynamics, L.L.C.

X By:   
Title: Managing Member

19. AFFIDAVIT: Attach to the Application an affidavit as follows:

**AFFIDAVIT**

State of Arizona :  
County of Maricopa : SS.

Robert S. Rife, Affiant, being duly sworn according to law, deposes and says that:


He/She is the Managing Member of Broadband Dynamics, L.L.C.

That he/she is authorized to and does make this affidavit for said company;

That Broadband Dynamics, L.L.C., the Applicant herein, acknowledges that it may have an obligation to serve or to continue to serve the public by virtue of the Applicant commencing the rendering of service pursuant to this Application consistent with the Public Utility Code of the Commonwealth of Pennsylvania, Title 66 of the Pennsylvania Consolidated Statutes; with the Federal Telecommunications Act of 1996, signed February 6, 1996; or with other applicable statutes or regulations;

That Broadband Dynamics, L.L.C., the Applicant herein, asserts that it possesses the requisite technical, managerial, and financial fitness to render public utility service within the Commonwealth of Pennsylvania and that the Applicant will abide by all applicable federal and state laws and regulations and by the decisions of the Pennsylvania Public Utility Commission.

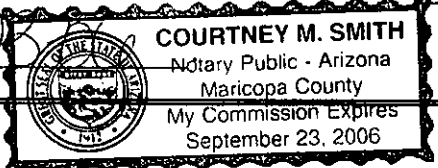
That the facts above set forth are true and correct to the best of his/her knowledge and that he/she expects said corporation to be able to prove the same at any hearing hereof.

X   
Signature of Affiant

X Sworn and subscribed before me this 3 day of October 2003 2003.

  
Signature of official administering oath

My commission expires 9-23-06



VERIFICATION

State of Arizona \_\_\_\_\_ :

County of Maricopa \_\_\_\_\_ : SS.

Robert S. Rife, Affiant, being duly sworn according to law, deposes and says that:

He/She is the Managing Member of Broadband Dynamics, L.L.C..

That he/she is authorized to and does make this affidavit for said Limited Liability Company;

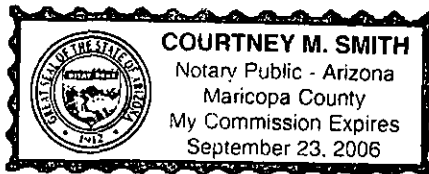
That the facts above set forth are true and correct and that he/she expects said corporation to be able to prove the same at any hearing hereof.

X [Handwritten Signature]  
Signature of Affiant

X Sworn and subscribed before me this 3 day  
of October, 2003.

[Handwritten Signature]  
Signature of official administering oath

My commission expires 9-23-06.



**EXHIBITS**

Exhibit A	Certificate of Authority to Transact Business
Exhibit B	Articles of Organization
Exhibit C	Officers
Exhibit D	Proposed Tariff
Exhibit E	Tentative Operating Balance Sheet and Projected Income Statement
Exhibit F	Financial Information

Exhibit A

**Certificate of Authority to Transact Business**

Microfilm Number \_\_\_\_\_

Filed with the Department of State on OCT 20 2003

Entity Number 3174612

Debra A. Cantor  
Secretary of the Commonwealth

**APPLICATION FOR REGISTRATION AS A FOREIGN LIMITED LIABILITY COMPANY**  
DSCB:15-8981 (Rev 95)

In compliance with the requirements of 15 Pa.C.S. § 8981 (relating to registration), the undersigned foreign limited liability company, desiring to register to do business in this Commonwealth, hereby states that:

1. The name of the limited liability company is: Broadband Dynamics, L.L.C.

2. (If the name set forth in paragraph 1 is not available for use in this Commonwealth, complete the following): The name under which the limited liability company proposes to register and do business in this Commonwealth is:

3. The name of the jurisdiction under the laws of which the limited liability company was organized and the date of its formation are:

Jurisdiction: Arizona Date of Formation: July 8, 1999

4. The (a) address of this limited liability company's initial registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:

(a)	_____	_____	_____	_____	_____
	Number and Street	City	State	Zip	County
(b) c/o:	<u>TCS Corporate Services, Inc.</u>				<u>Dauphin</u>
	Name of Commercial Registered Office Provider				County

For a limited liability company represented by a commercial registered office provider, the county in (b) shall be deemed the county in which the limited liability company is located for venue and official publication purposes.

5. (Check and complete one of the following):

The address of the office required to be maintained by it in the jurisdiction of its organization by the laws of that jurisdiction is:

8757 East Via De Commercio, 1st Floor, Scottsdale, AZ 85258  
number and Street City State Zip

It is not required by the laws of its jurisdiction of organization to maintain an office therein and the address of its principal office is:

\_\_\_\_\_  
Number and Street City State Zip

~~6. (Strike out if inapplicable): The company is a restricted professional company organized to render the following restricted professional service(s):~~

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN TESTIMONY WHEREOF, the undersigned limited liability company has caused this Application for Registration as a Foreign Limited Liability Company to be signed by a duly authorized member or manager thereof this 26th day of September, 2003.

**Broadband Dynamics, L.L.C.**

(Name of Limited Liability Company)

BY:

  
(Signature)

TITLE: **Managing Member**



**Exhibit B**

**Articles of Organization**

PAID AZ. CORP. COMMISSION  
FILED

STATE OF ARIZONA  
ARTICLES OF ORGANIZATION

JUL 08 1999

ARIZONA TELEPHONY BROKERS, L.L.C.  
A LIMITED LIABILITY COMPANY

APPR. Kevin W. Hill  
TERM 1  
DATE 08/08/99

L-088136-8  
7-21 (RW)

- 1. Name. The name of the limited liability company is Arizona Telephony Brokers, L.L.C. OK.
- 2. Registered Office. The address of the registered office of the limited liability company is 3131 N. 70<sup>th</sup> #2072, Scottsdale, Arizona 85251.
- 3. Agent for Service of Process. Jonathan Olcott, Esq., 4350 East Camelback Road, Suite C160, Phoenix, AZ 85018, is appointed, and by his signature below accepts appointment, to act as the agent for service of process.
- 4. Members at Time of Formation. There will be at least one member at the time the limited liability company is formed.
- 5. Date of Dissolution, Continuation of Business. The limited liability company will exist for a period of 50 years, and will dissolve on January 12, 2048, unless sooner dissolved by law or action of the members. The remaining members may continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the company.

5.a. Management. Management of the limited liability company is vested in the Manager, whose name and address is as follows:

Robert S Rife  
3131 N. 70<sup>th</sup> #2072  
Scottsdale, Arizona 85251


5.b. Name and Address of Initial Members. The name and address of each member who owns a twenty-percent (20%) or greater interest in the capital or profits of the company are:

Robert Rife  
3131 N. 70<sup>th</sup> #2072  
Scottsdale, Arizona 85251

6. Purpose. The purpose of the company is to engage in business for any lawful purpose except banking and insurance.

7. New Members. New members may be admitted pursuant to the terms of a written agreement between existing members.

8. Indemnification of Members, Officers, Management. The Company shall indemnify and pay the expenses as incurred of an individual made a party to a proceeding because he is or was a manager, officer or organizer, of the Company or the Company's benefit/retirement plan against liability incurred in the proceedings if such person: (a) conducted her or himself in good faith; (b) reasonably believed that their conduct was at least not opposed to the Company's or the employees/retirement plan beneficiaries' best interest; and (c) had no reasonable cause to believe their conduct was unlawful or of a criminal nature.

  
Robert S. Rife, Manager of Arizona Telephony  
Brokers, L.L.C.

I, Jonathan Olcott, having been designated to act as Statutory Agent for Arizona Telephony Brokers, L.L.C., hereby consent to act in that capacity until removed or my resignation is submitted in accordance with the Arizona Revised Statutes.

Dated: 1/12/99

  
Jonathan Olcott

THE RECORD REPORTER

- SINCE 1914 -

1410 N. Central Avenue, Suite 101, Phoenix, Arizona 85004-1726  
Telephone (602) 417-9900 • Fax (602) 417-9910

RECEIVED

AUG 10 1999

ARIZONA CORP COMMISSION  
CORPORATIONS DIVISION

UMH  
8-13-99

KELLY  
JONATHAN OLCOTT ESQ.  
4350 E. CAMELBACK RD. #160C  
PHOENIX AZ 85018

AFFIDAVIT OF PUBLICATION

L-0881136-8

Notice type: 03A0F Article of Organization  
Ad description: ARIZONA TELEPHONY BROKERS, L.L.C.

NOTICE  
Articles of Organization have been filed in the Office of the Arizona Corporation Commission for Arizona Telephony Brokers, L.L.C., an Arizona limited liability company (the "Company"). The address of the registered office is 3131 North 70th, #2072, Scottsdale, Arizona 85251. The name and address of the Statutory Agent is Jonathan Olcott, Esq., 4350 East Camelback Road, Suite C-160, Phoenix, Arizona 85018. Management of the Company is reserved to the Manager. The name and address of each Member of the Company at the time of formation who own twenty-percent (20%) or more of the capital units is: Robert Rife, 3131 North 70th, #2072, Scottsdale, Arizona 85251.  
Request of: Jonathan J. Olcott  
7/31/99, 8/2/99, 8/4/99 00-332788

I, Leona Gibson, am authorized by the publisher as agent to make this affidavit. Under oath, I state that the following is true and correct.

THE RECORD REPORTER is a newspaper of general circulation published Monday, Wednesday and Friday except legal holidays, in the County of Maricopa, State of Arizona. The copy hereto attached is a true copy of the advertisement as published on the following dates:

07/30/99, 08/02/99, 08/04/99

Leona Gibson  
Subscribed and sworn to before me on the  
6<sup>th</sup> day of August, 1999  
Robert C. Washington

RR#: A0035078



JONATHAN OLCOTT, ATTORNEYS PLLC  
3401 N. 32<sup>ND</sup> STREET  
PHOENIX, ARIZONA 85018

(602) 952-6925  
(602) 952-2794 FAX

June 22, 2001

Arizona Corporation Commissioner  
1300 W. Washington  
Phoenix, AZ 85007

Re: Statutory Agent Change of Address

*T-agent  
address chg.*

Dear Sir/Madam:

I am the statutory agent for Arizona Telephony Brokers, L.L.C. your file number 108811368. This letter serves notice of my change of address. Effective July 1, 2001 my address is:

Jonathan Olcott  
3401 N. 32<sup>ND</sup> Street  
Phoenix, AZ 85018

Thank you for your attention to this matter and please do not hesitate to contact my office if you have any questions.

Very truly yours,

*JHO*

Jonathan Olcott

*1025/01  
JC  
RW*

RECEIVED  
JUN 28 2001  
ARIZONA CORP. COMMISSION  
CORPORATIONS DIVISION

PAID

AZ. CORP. COMMISSION  
FILED

APR 14 2003

APPR.  
TERM  
DATE

*Margaret (du)*

4-14-03

L-0881136-8

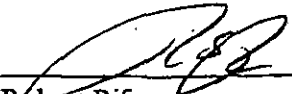
ARTICLES OF AMENDMENT  
OF

ARIZONA TELEPHONY BROKERS, L.L.C.

1. The name of the limited liability company is Arizona Telephony Brokers, L.L.C.
2. The Articles of Organization were originally filed on July 8, 1999.
3. Article 1 is deleted in its entirety. The following is the new Article 1.
4. The name of the limited liability company is Broadband Dynamics, L.L.C.

*OKAY*

EXECUTED this 10 day of April 2003.



Robert Rife  
Manager/Member

FILED  
APR 14 2003  
ARIZONA

**Exhibit C  
Officers**

**Robert S. Rife Managing Member**

**Broadband Dynamics, L.L.C.  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258**

**Exhibit D**  
**Proposed Tariff**



INTEREXCHANGE RESELLER TOLL TARIFF

PROVIDED BY

BROADBAND DYNAMICS, L.L.C.

TITLE SHEET

PENNSYLVANIA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Broadband Dynamics, L.L.C. ("Company"), with principal offices at 8757 East Via De Commercio, First Floor, Scottsdale, Arizona 85258. This tariff applies for services furnished to residential and business customers within the State of Pennsylvania. This tariff is on file with the Pennsylvania Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

The Company's tariff is in concurrence with all applicable State and Federal Laws (including, but not limited to, 52 Pa. Code, 66 Pa. C.S., the Telecommunications Act of 1996), and with the Commission's applicable Rules and Regulations and Orders. Any provisions contained in this Tariff that are inconsistent with the foregoing mentioned will be deemed inoperative and superseded.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

BROADBAND DYNAMICS, L.L.C.

ORIGINAL SHEET 1

TELEPHONE-PA. PUC TARIFF NO. 1

INTEREXCHANGE TOLL RESELLER

---

CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None

---

ISSUE DATE: , 2003      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

---

CHECK SHEET

The Sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original
31	Original

\* New or Revised Sheet

---

ISSUE DATE: , 2003      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

TABLE OF CONTENTS

Page

Title Sheet

Concurring, Connecting or Other Participating Carriers.....1

Check Sheet.....2

Table of Contents.....3

Tariff Format.....4

Symbols.....5

Section 1 - Technical Terms and Abbreviations.....6

Section 2 - Rules and Regulations.....8

    2.1 Undertaking of the Company.....8

    2.2 Use of Services.....9

    2.3 Liability of the Company.....10

    2.4 Responsibilities of the Customer.....12

    2.5 Cancellation or Interruption of Service.....14

    2.6 Credit Allowance.....16

    2.7 Restoration of Service.....17

    2.8 Deposit.....17

    2.9 Advance Payments.....17

    2.10 Payment and Billing.....18

    2.11 Reserved for Future Use.....19

    2.12 Taxes.....19

    2.13 Late Charge.....19

    2.14 Returned Check Charge.....19

    2.15 Reconnection Charge.....19

Section 3 - Description of Service.....20

    3.1 Computation of Charges.....20

    3.2 Customer Complaints and/or Billing Disputes...21

    3.3 Level of Service.....22

    3.4 Billing Entity Conditions.....22

    3.5 Service Offerings.....23

Section 4 - Rates.....28

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

---

TARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

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

- 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)

D. Check Sheets: When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the sheets contained in the tariff, with a cross reference to the current Revision Number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest Check Sheet to find out if a particular sheet is the most current on Commission file.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) to signify change in regulation
- (D) decrease in rate
- (I) to signify a rate increase

---

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Customer's location to the Company's location or switching center.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the Pennsylvania Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company or purchases a Company Prepaid Calling Card and/or originates prepaid calls using such cards, and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or Broadband Dynamics - Used throughout this tariff to mean Broadband Dynamics, L.L.C., a Arizona Limited Liability Company.

Dedicated Access - The Customer gains entry to the Company's services by a direct path from the Customer's location to the Company's point of presence.

HITDR - Highest Interexchange Transport Daytime Rate

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

INTEREXCHANGE TOLL RESELLER

---

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

Resp. Org - Responsible Organization or entity identified by a Toll-Free service Customer that manages and administers records in the toll free number database and management system.

Switched Access - The Customer gains entry to the Company's services by a transmission line that is switched through the local exchange carrier to reach the company's point of presence.

Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the services, the transmission of data, facsimile, signaling, metering, or other similar communications.

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258



---

SECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate interexchange telecommunications services provided by the Company for telecommunications between points within the State of Pennsylvania. Services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

- 2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

## 2.2 Use of Services

- 2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

- 2.2.3 The use of the Company's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 The Company's services are available for use 24 hours per day, 7 days per week.
- 2.2.5 The Company does not transmit messages, but the services may be used for that purpose.
- 2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

### 2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

INTEREXCHANGE TOLL RESELLER

---

- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

---

ISSUE DATE: , 2003

EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**2.4 Responsibilities of the Customer**

- 2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.
- 2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.
- 2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.
- 2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

- 
- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with the Company's facilities or services, that the signals emitted into the Company's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, the Company will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to Company equipment, personnel or the quality of service to other Customers, the Company may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, the Company may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any Company equipment installed at Customer's premises.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

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

## 2.5 Cancellation or Interruption of Services

- 2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, the Company may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:
- 2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,
- 2.5.1.B For violation of any of the provisions of this tariff,
- 2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or
- 2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting the Company from furnishing its services.

- 2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258



2.6 Credit Allowance

- 2.6.1 Credit may be given for disputed calls, on a per call basis.
- 2.6.2 Credit shall not be issued for unavailability of long distance services.

---

ISSUE DATE: , 2003      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits to commence service.

2.9 Advance Payments

The Company does not require advance payments to commence service.

---

## 2.10 Payment and Billing

2.10.1 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, presubscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, presubscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.

2.10.2 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

**2.11 Reserved for Future Use****2.12 Taxes**

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

**2.13 Late Charge**

A late fee of 1.25% monthly or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

**2.14 Returned Check Charge**

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

**2.15 Reconnection Charge**

A reconnection fee of twenty-five dollars (\$25.00) per occurrence will be charged when service is reestablished for Customers which have been disconnected due to non-payment. Payment of the reconnection fee and any other outstanding amounts will be due in full prior to reconnection of service.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

---

SECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. Fractions of a billing increment are rounded up to a full billing increment on a per call basis. Fractions of a cent per minute are rounded up to a full cent on a per call basis.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. The Company will not bill for uncompleted calls.

**3.2 Customer Complaints and/or Billing Disputes**

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

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258  
(800) 410-4435

If Customer complaints cannot be resolved by the Company, the Customer may contact the Pennsylvania Public Utility Commission at the following address and phone number:

Pennsylvania Public Utility Commission  
Bureau of Consumer Services  
Commonwealth Keystone Building  
400 North Street  
Harrisburg, Pennsylvania 17120  
(717) 783-1740 or (800) 782-1110  
Fax: (717) 787-6641

Any objection to billed charges should be reported promptly to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

---

If a Customer accumulates more than One Dollar of undisputed delinquent Company 800 Service charges, the Company Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

### 3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

### 3.4 Billing Entity Conditions

When billing functions on behalf of the Company or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. The Company's name and toll-free telephone number will appear on the Customer's bill.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

**3.5 Service Offerings****3.5.1 1+ Dialing**

This service permits Customers to originate calls via switched or dedicated access lines, and to terminate intrastate calls. The customer dials "1+" followed by "ten digits" or dials "101XXXX" followed by "1+ ten digits".

**3.5.2 Travel Cards.**

The Customer utilizes an 11-digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

**3.5.3 Toll-Free Service**

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.



---

3.5.4 Company Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase Company Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. Company Prepaid Calling Cards are available at a variety of face values. As shown in Section 4.4, various face values are represented by "A" through "FF." Company Prepaid Calling Card service is accessed using the Company toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. The Company's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units and applicable taxes for each call are deducted from the remaining Telecom Unit balance on the Customer's Company Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

When the balance is depleted, the Customer can call the toll-free number on the back of the Company Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card. Calls in progress will be terminated by the Company if the balance on the Company Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid Company Prepaid Calling Card prior to termination.

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

---

A card will expire on the date indicated on the card, or if no date is specified, 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for Company Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the Company Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to a Company Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to Company Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

---

ISSUE DATE: , 2003      EFFECTIVE DATE: , 2003  
ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

---

3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

---

3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be provided to Customers pursuant to contract. Unless otherwise specified, the regulations for such arrangements are in addition to the applicable regulations and prices in other sections of the tariff. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

SECTION 4 - RATES

4.1 1 + Dialing

HITDR Maximum

4.2 Travel Cards

HITDR Maximum

4.3 800 Service

HITDR Maximum

4.4 Prepaid Calling Cards

HITDR Maximum

---

ISSUE DATE: , 2003                      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member

8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

**4.5 Rate Periods**

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

\* To, but not including

When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded up to the higher cent.

**4.6 Directory Assistance Charges**

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. Carrier shall charge the prevailing tariff rates for every call in excess of fifty (50) calls within a billing cycle.

For other residential and business customers, Up to two requests may be made on each call to Directory Assistance.

Per Call Rate: \$1.40

ISSUE DATE: , 2003 EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

---

**4.7 Payphone Dial Around Surcharge**

A dial around surcharge will be added to any completed INTRAsate toll access code and subscriber toll-free 800/888 type calls placed from a public or semi-public payphone.

**4.8 Universal Service Fund Assessment & Presubscribed Interexchange Carrier Charge**

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator. A Presubscribed Interexchange Carrier Charge ("PICC") applies on a monthly basis to all Customer monthly bills at the prevailing rate.

---

ISSUE DATE: , 2003      EFFECTIVE DATE: , 2003

ISSUED BY: Robert S. Rife, Managing Member  
8757 East Via De Commercio, First Floor  
Scottsdale, Arizona 85258

Exhibit E

TENTATIVE OPERATING BALANCE SHEET &  
PROJECTED INCOME STATEMENT

Since the Company is a reseller of toll services, the Company will not be employing assets in the State of Pennsylvania, therefore, the balance sheet is not applicable.

Projected intrastate revenues	\$1,000.00
Projected intrastate costs	\$ 800.00
Projected operating income	\$ 200.00



**Exhibit F**

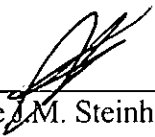
Balance Sheet as of December 31, 2002 and Profit & Loss Statement for the period ending December 31, 2002

**Confidential Information**

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true copy of the foregoing document upon the participants, listed below, in accordance with the requirements of Section 1.54 (relating to service by a participant).

Dated this 7 day of Sept, 2003.

  
\_\_\_\_\_  
Lance J.M. Steinhart

Counsel for  
Broadband Dynamics, L.L.C.

Irwin A. Popowski  
Consumer Advocate  
555 Walnut Street  
5<sup>th</sup> Floor, Forum Place  
Harrisburg, Pennsylvania 17101-1923

Bernard A. Ryan, Jr.  
Small Business Advocate  
Commerce Building, Suite 1102  
300 North Second Street  
Harrisburg, Pennsylvania 17101

Office of the Attorney General  
Bureau of Consumer Protection  
Strawberry Square, 14th Floor  
Harrisburg, Pennsylvania 17120

One Copy to each of the following:

Office of Trial Staff

Office of Special Assistants

Bureau of Consumer Services

Bureau of Fixed Utility Services

Pennsylvania Public Utility Commission  
P.O. Box 3265  
Harrisburg, Pennsylvania 17105-3265

DATE: December 8, 2003

SUBJECT: A-311299

TO: Bureau of Fixed Utility Services

FROM:  James J. McNulty, Secretary

DOCUMENT  
FOLDER

**DOCKETED**  
DEC 08 2003

Application of Broadband Dynamics, L.L.C.

We attach hereto a copy of the Application of Broadband Dynamics, L.L.C., for approval to provide telecommunication services as a Reseller of Toll Services docketed at A-311299 to the public in the Commonwealth of Pennsylvania, which has been captioned and docketed to the above number.

The Protest period for this application will expire on December 19, 2003.

This matter is being referred to your Bureau to schedule it for consideration by the Commission at Public Meeting.

jih

Attachment

COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P. O. BOX 3265, HARRISBURG PA 17105-3265

IN REPLY PLEASE  
REFER TO OUR FILE  
A-311299

December 8, 2003

LANCE J. M. STEINHART, ESQUIRE  
1720 WINDWARD CONCOURSE  
SUITE 250  
ALPHARETTA GA 30005

DOCUMENT  
FOLDER

Dear Mr. Steinhart:

Please be advised that the Application of Broadband Dynamics, L.L.C., to provide services as a Reseller of Toll Services docketed at A-311299 to the public in the Commonwealth of Pennsylvania, has been reviewed and found to be in compliance with the filing requirements of the Commission's Opinion and Order entered June 3, 1996, at Docket Number M-00960799.

*The protest period for this application will expire on December 19, 2003.*

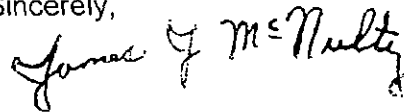
This matter is being referred to the Bureau of Fixed Utility Services to schedule it for consideration by the Commission at Public Meeting.

Please be advised that you now have provisional authority to do business in Pennsylvania.

Should you have any further questions concerning this matter, please do not hesitate to contact me.

**DOCKETED**  
DEC 08 2003

Sincerely,



James J. McNulty  
Secretary

JJM:jih

PENNSYLVANIA PUBLIC UTILITY COMMISSION

RECEIPT

The addressee named here has paid the PA P.U.C. for the following bill:

**DOCUMENT**

ARIZONA TELEPHONY BROKERS, L.L.  
8117 E. WINGSPAN WAY  
SCOTTSDALE AZ 85255

DATE 12/ 8/2003  
RECEIPT # 201566

IN RE: Application fees for ARIZONA TELEPHONY BROKERS, L.L.

Docket Number A-311299..... \$250.00

REVENUE ACCOUNT: 001780-017601-102

CHECK NUMBER: 1027  
CHECK AMOUNT: \$250.00

C. Joseph Meisinger  
(for Department of Revenue)

**DOCKETED**  
JAN 27 2004