

# NOWALSKY & GOTHARD

A Professional Limited Liability Company

Attorneys at Law

Leon L. Nowalsky  
Edward P. Gothard

1420 Veterans Memorial Boulevard  
Metairie, Louisiana 70005  
Telephone: (504) 832-1984  
Facsimile: (504) 831-0892

May 29, 2025

**Via Fedex**

Rosemary Chiavetta, Secretary  
Pennsylvania Public Service Commission  
Commonwealth Keystone Bldg.  
400 North Street Second Floor - Room N201  
Harrisburg, PA 17120

**DATE OF DEPOSIT**

**MAY 29 2025**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

Dear Secretary Chiavetta,

Enclosed for filing with the Pennsylvania Public Utility Commission ("Commission") is the Application of Peak Communications, Inc. ("Application"). Also attached to the Application, immediately following its signature page; are: (1) an original signed and notarized Affidavit ("Affidavit"); and (2) an original signed and notarized Verification Statement. We have also enclosed a check for \$250 payable to the Commonwealth of Pennsylvania for the required filing fee.

Peak respectfully requests that Confidential Exhibit C be afforded confidential treatment from the Commission as this exhibit contains financial information, which, if disclosed, Peak would suffer material damage to its competitive position. Peak respectfully requests that this confidential information not be provided to any party other than members of the Commission who need to review the material for the evaluation of Peak's financial fitness. Copies of the Application are being served upon the parties, and in the manner, set forth in the Certificate of Service that is attached to this letter.

Sincerely,



Leon Nowalsky *LN*

LLN/rph  
Enclosure

cc: Service List

**Certificate of Service**

I hereby certify that I have on this day, May 29, 2025 served a true copy of the foregoing document(s) upon the participants, listed below, in accordance with the requirements of §1.54 (relating to service by a participant):

**Office of Consumer Advocate**  
555 Walnut Street  
5<sup>th</sup> Floor Forum Place  
Harrisburg, PA 17101-1923

**Office of Small Business Advocate**  
Commerce Building, Suite 202  
300 North Second Street  
Harrisburg, PA 17101

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

Signature *S. Heggelund*

Name (printed) Becky Heggelund

Title (printed) Regulatory Assistant

**DATE OF DEPOSIT**

**MAY 29 2025**

**PA PUBLIC UTILITY COMMISSION  
SECRETARY'S BUREAU**

**Application of:**

Peak Communications, Inc.

\_\_\_\_\_, t/a \_\_\_\_\_,

for approval to offer, render, furnish or supply telecommunications services to the public in the Commonwealth of Pennsylvania.

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

**Peak Communications, Inc.  
10161 Park Run Dr., Suite 231  
Las Vegas, NV 89145  
Phone (612) 867-2451  
Toll Free (866) 283-1220**

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.

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

**Leon Nowalsky, Esq.  
Nowalsky & Gothard, APLLC  
1420 Veterans Memorial Blvd.  
Metairie, LA 70005  
Phone (504) 832-1984**

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.

**Leon Nowalsky, Esq  
Nowalsky & Gothard, APLLC  
1420 Veterans Memorial Blvd.  
Metairie, LA 70005  
Phone (504) 832-1984**

**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 (Pennsylvania Emergency Management Agency).

**James Holmquist, President**  
**Peak Communications, Inc.**  
**10161 Park Run Dr., Suite 231**  
**Las Vegas, NV 89145**  
**Phone (612) 867-2451**

**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.

**Margaret Anderson, Customer Service Manager**  
**Peak Communications, Inc.**  
**10161 Park Run Dr., Suite 231**  
**Las Vegas, NV 89145**  
**Phone (866) 283-1220**

**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:** Applicant has registered its business with the Pennsylvania Department of State. Please check the appropriate registration type for Applicant as designated with the Department.

- Sole proprietor
- Domestic general partnership
- Domestic corporation
- Domestic limited partnership
- Domestic limited liability company
- Domestic limited liability partnership
- \*Foreign corporation
- \*Foreign general or limited partnership
- \*Foreign limited liability company
- \*Foreign limited liability general partnership
- \*Foreign limited liability limited partnership

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

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.

**The company has no partnerships.**

Attach to the application proof of compliance with appropriate Department of State filing requirements as indicated above. Additionally, provide a copy of the Applicant's Articles of Incorporation or a Certificate of Organization.

The Applicant is incorporated in the State of **Nevada**.

Give name and address of officers:

**Please see Attachment A.**

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

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 affiliate has predecessors who have 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 and predecessors (please identify affiliates versus predecessors).

**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.

Incumbent Local Exchange Carrier.

Other (Identify).

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

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.

- 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. Provide a brief description of the facilities the Company will use to provide services. Specify whether those facilities are Company-owned or obtained from other companies as UNEs or on a resold basis.

**Resold traditional 1+ interexchange long distance services to residential and business customers.**

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.

**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.

**Both residential and business customers.**

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 Reseller, CLEC, CAP, or IXC Facilities-based. A copy of all proposed tariffs must be appended to each original and duplicate original and copy of Form 377.

**Please see Attachment B.**

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

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

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.

**Please see Attachment C. Confidential filing under separate cover.**

15. **START DATE:** The Applicant proposes to begin offering services on or about **Within six months of obtaining authority.**
  
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.
  
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 Attorney General**  
Office of Consumer Protection  
Strawberry Square  
Harrisburg, PA 17120

***A certificate of service must be attached to the Application as proof of service that the Application has been served on the above-listed parties. A copy of any Competitive Local Exchange Carrier Application must also be served on any and/or all Incumbent Local Exchange Carrier(s) in the geographical area where the Applicant proposes to offer services.***

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.

**Not applicable**

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.

**Not applicable.**

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.

21. **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:

Peak Communications, Inc.

By: James Holmquist

Title: President

22. **AFFIDAVIT:** Attach to the Application an affidavit as follows:

**AFFIDAVIT**

[Commonwealth/State] of Minnesota :

ss.

County of Anoka :

James Holmquist, Affiant, being duly [sworn/affirmed] according to law, deposes and says that:

Affiant is the President (Office of Affiant) of Peak Communications, Inc. (Name of Applicant);

That Affiant is authorized to and does make this affidavit for said corporation;

That Peak Communications, Inc., the Applicant herein, acknowledges that [he/she/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 Peak Communications, Inc., the Applicant herein, asserts that Affiant 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 [Affiant knowledge, information and belief, and that Affiant expects said entity to be able to prove the same at any hearing thereof.

[Signature]  
Signature of Affiant

Sworn and subscribed before me this 13 day of May, 2025  
Month Year



[Signature]  
Signature of official administering oath

My Commission expires Jan. 31, 2026

23. § 1.36 Verification.

**Verification**

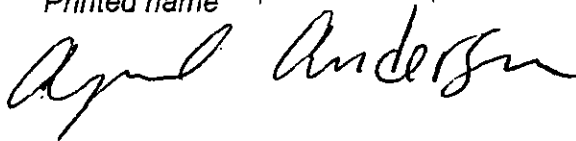
I, James Holmquist, hereby state that the facts above set forth are true and correct (or are true and correct to the best of my knowledge, information and belief), and that I expect to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa. C.S. § 4904 (relating to unsworn falsification to authorities).

5/13/25  
Date

  
Signature

James Holmquist  
Printed name

5-13-25





**Attachment A**

Pennsylvania Foreign Registration Statement  
Nevada Articles of Incorporation

Names and Address of Officers:

Officers:

James Holmquist, President  
10161 Park Run Dr., Suite 231  
Las Vegas, NV 89145

Board Member:

Nizar Abuzeni  
960 Cape Marco Dr., #1703  
Marco Island, FL 34145



0014422400



**COMMONWEALTH OF PENNSYLVANIA**  
 Department of State  
 Bureau of Corporations and Charitable Organizations  
 PO Box 8722  
 Harrisburg, Pennsylvania 17105-8722  
**FOREIGN REGISTRATION STATEMENT**  
 Fee: \$250

Pennsylvania Department of State

**-FILED-**

File #: 0014422400  
Date Filed: 5/21/2025

B0846-5547 05/21/2025 4:50 PM Received by Pennsylvania Department of State

**DSCB:15-412 (rev. 2/2017)**

In compliance with the requirements of 15 Pa.C.S. § 412 (relating to foreign registration statement), the undersigned foreign association hereby states that:

Foreign Business Type Filing type	Foreign Business Corporation
Association Name The full and proper name of the foreign association as registered in its jurisdiction of formation is	Peak Communications, Inc.
Business name in Pennsylvania	Peak Communications, Inc.
Effective Date The filing shall be effective when filed with the Department of State	
Additional Information Jurisdiction of Formation Select one of the following	NEVADA The association may not have series.
The street address of the association's principal office. Principal Office Address	JAMES HOLMQUIST 10161 PARK RUN DR STE 231 LAS VEGAS, NV 89145-8871
The mailing address of the association's principal office. Mailing Address	JAMES HOLMQUIST 10161 PARK RUN DRIVE SUITE 231 LAS VEGAS, NV 89145
Home Jurisdiction Addresses Select one	The association's home jurisdiction does not require the association to maintain a street and mailing address in that jurisdiction.
Registered Office The name of the commercial registered office provider and the county of venue is Corporation Service Company Commercial Registered Office Provider Venue and Publication County	DAUPHIN
Additional provisions, if any Additional provisions	
<input type="checkbox"/> I qualify for a veteran/reservist-owned small business fee exemption (see help)	

Electronic Signature

IN TESTIMONY WHEREOF, the above-named association has caused this Foreign Registration Statement to be signed by a duly authorized representative

Full Name	Title	Date
James Holmquist	President	05/21/2025



**BARBARA K. CEGAVSKE**  
 Secretary of State  
 202 North Carson Street  
 Carson City, Nevada 89701-4201  
 (775) 684-5708  
 Website: [www.nvsos.gov](http://www.nvsos.gov)  
[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

Filed in the Office of <i>Barbara K. Cegavske</i>	Business Number E15039232021-9
Secretary of State State Of Nevada	Filing Number 20211503922
	Filed On 06/03/2021 04:58:59 AM
	Number of Pages 3

## Formation - Profit Corporation

NRS 78 - Articles of Incorporation Profit Corporation       NRS 80 - Foreign Corporation       NRS 89 - Articles of Incorporation Professional Corporation

### 78A Formation - Close Corporation

(Name of closed corporation MUST appear in the below heading)

Articles of Formation of \_\_\_\_\_ a close corporation (NRS 78A)

TYPE OR PRINT - USE DARK INK ONLY - DO NOT HIGH LIGHT

<b>1. Name of Entity:</b> <small>(If foreign, name in home jurisdiction)</small>	<b>Peak Communications, Inc.</b>
<b>2. Registered Agent for Service of Process:</b> (Check only one box)	<input type="checkbox"/> Commercial Registered Agent (name only below) <input checked="" type="checkbox"/> Noncommercial Registered Agent (name and address below) <input type="checkbox"/> Office or position with Entity (title and address below)
	<div style="border: 1px solid black; padding: 2px;"> <b>James Holmquist</b>            Name of Registered Agent OR Title of Office or Position with Entity         </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; width: 45%;">10161 Park Run Drive <small>Street Address</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">Las Vegas <small>City</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">Nevada <small>State</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">89145 <small>Zip Code</small></div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; width: 45%;">  <small>Mailing Address (If different from street address)</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">  <small>City</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">Nevada <small>State</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">  <small>Zip Code</small></div> </div>
<b>2a. Certificate of Acceptance of Appointment of Registered Agent:</b>	<i>I hereby accept appointment as Registered Agent for the above named Entity. If the registered agent is unable to sign the Articles of Incorporation, submit a separate signed Registered Agent Acceptance form.</i> <input checked="" type="checkbox"/> <b>James Holmquist</b> <span style="border: 1px solid black; padding: 2px;">06/03/2021</span> <small>Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity      Date</small>
<b>3. Governing Board:</b> <small>(NRS 78A, close corporation only, check one box; if yes, complete article 4 below)</small>	This corporation is a close corporation operating with a board of directors <input type="checkbox"/> Yes <b>OR</b> <input checked="" type="checkbox"/> No
<b>4. Names and Addresses of the Board of Directors/ Trustees or Stockholders</b>  <small>(NRS 78: Board of Directors/ Trustees is required.            NRS 78a: Required if the Close Corporation is governed by a board of directors.            NRS 89: Required to have the Original stockholders and directors. A certificate from the regulatory board must be submitted showing that each individual is licensed at the time of filing. See instructions)</small>	1) <div style="border: 1px solid black; padding: 2px;">James Holmquist <small>Name</small></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; width: 45%;">10161 Park Run Drive 231 <small>Address</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">Las Vegas <small>City</small></div> <div style="border: 1px solid black; padding: 2px; width: 10%;">NV <small>State</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">89145 <small>Zip Code</small></div> </div> 2) <div style="border: 1px solid black; padding: 2px;">Nizar Abuzeni <small>Name</small></div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px; width: 45%;">10161 Park Run Drive 231 <small>Address</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">Las Vegas <small>City</small></div> <div style="border: 1px solid black; padding: 2px; width: 10%;">NV <small>State</small></div> <div style="border: 1px solid black; padding: 2px; width: 15%;">89145 <small>Zip Code</small></div> </div>
<b>5. Jurisdiction of Incorporation:</b> (NRS 80 only)	<b>5a. Jurisdiction of incorporation:</b> _____ <b>5b. I declare this entity is in good standing in the jurisdiction of its incorporation.</b> <input type="checkbox"/>



**BARBARA K. CEGAVSKE**  
 Secretary of State  
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 Carson City, Nevada 89701-4201  
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[www.nvsilverflume.gov](http://www.nvsilverflume.gov)

# Formation - profit Corporation

Continued, Page 2

<b>6. Benefit Corporation:</b> <small>(For NRS 78, NRS 78A, and NRS 89, optional. See instructions.)</small>	By selecting "Yes" you are indicating that the corporation is organized as a benefit corporation pursuant to NRS Chapter 78B with a purpose of creating a general or specific public benefit. The purpose for which the benefit corporation is created must be disclosed in the below purpose field.	Yes <input type="checkbox"/>
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<b>7. Purpose/Profession to be practiced:</b> <small>(Required for NRS 80, NRS 89 and any entity selecting Benefit Corporation. See instructions.)</small>	
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<b>8. Authorized Shares:</b> <small>(Number of shares corporation is authorized to issue)</small>	Number of common shares with Par value: <input style="width: 150px;" type="text" value="1000.0"/> Par value: \$ <input style="width: 50px;" type="text" value="0.01"/> Number of preferred shares with Par value: <input style="width: 150px;" type="text" value="0"/> Par value: \$ <input style="width: 50px;" type="text" value="0"/> Number of shares with no par value: <input style="width: 150px;" type="text" value="0"/>
<small>If more than one class or series of stock is authorized, please attach the information on an additional sheet of paper.</small>	

<b>9. Name and Signature of: Officer making the statement or Authorized Signer for NRS 80.</b>  <b>Name, Address and Signature of the Incorporator for NRS 78, 78A, and 89.</b> NRS 89 - Each Organizer/ Incorporator must be a licensed professional.	<p>I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="border: 1px solid black; padding: 2px;"><input style="width: 90%;" type="text" value="James Holmquist"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 150px;" type="text" value="United States"/></td> </tr> <tr> <td style="padding-left: 5px;"><small>Name</small></td> <td style="padding-left: 5px;"><small>Country</small></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"><input style="width: 250px;" type="text" value="10161 Park Run Drive 231"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 100px;" type="text" value="Las Vegas"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 30px;" type="text" value="NV"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 60px;" type="text" value="89145"/></td> </tr> <tr> <td style="padding-left: 5px;"><small>Address</small></td> <td style="padding-left: 5px;"><small>City</small></td> <td style="padding-left: 5px;"><small>State</small></td> <td style="padding-left: 5px;"><small>Zip/Postal Code</small></td> </tr> <tr> <td colspan="4" style="padding: 5px;"> <b>X James Holmquist</b> _____ (attach additional page if necessary)         </td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"><input style="width: 90%;" type="text" value="Nizar Abuzeni"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 150px;" type="text" value="United States"/></td> </tr> <tr> <td style="padding-left: 5px;"><small>Name</small></td> <td style="padding-left: 5px;"><small>Country</small></td> </tr> <tr> <td style="border: 1px solid black; padding: 2px;"><input style="width: 250px;" type="text" value="10161 Park Run Drive 231"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 100px;" type="text" value="Las Vegas"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 30px;" type="text" value="NV"/></td> <td style="border: 1px solid black; padding: 2px;"><input style="width: 60px;" type="text" value="89145"/></td> </tr> <tr> <td style="padding-left: 5px;"><small>Address</small></td> <td style="padding-left: 5px;"><small>City</small></td> <td style="padding-left: 5px;"><small>State</small></td> <td style="padding-left: 5px;"><small>Zip/Postal Code</small></td> </tr> <tr> <td colspan="4" style="padding: 5px;"> <b>X Nizar Abuzeni</b> _____ (attach additional page if necessary)         </td> </tr> </table>	<input style="width: 90%;" type="text" value="James Holmquist"/>	<input style="width: 150px;" type="text" value="United States"/>	<small>Name</small>	<small>Country</small>	<input style="width: 250px;" type="text" value="10161 Park Run Drive 231"/>	<input style="width: 100px;" type="text" value="Las Vegas"/>	<input style="width: 30px;" type="text" value="NV"/>	<input style="width: 60px;" type="text" value="89145"/>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip/Postal Code</small>	<b>X James Holmquist</b> _____ (attach additional page if necessary)				<input style="width: 90%;" type="text" value="Nizar Abuzeni"/>	<input style="width: 150px;" type="text" value="United States"/>	<small>Name</small>	<small>Country</small>	<input style="width: 250px;" type="text" value="10161 Park Run Drive 231"/>	<input style="width: 100px;" type="text" value="Las Vegas"/>	<input style="width: 30px;" type="text" value="NV"/>	<input style="width: 60px;" type="text" value="89145"/>	<small>Address</small>	<small>City</small>	<small>State</small>	<small>Zip/Postal Code</small>	<b>X Nizar Abuzeni</b> _____ (attach additional page if necessary)			
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<b>X James Holmquist</b> _____ (attach additional page if necessary)																																	
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## AN INITIAL LIST OF OFFICERS MUST ACCOMPANY THIS FILING

Please include any required or optional information in space below:  
(attach additional page(s) if necessary)

**Attachment B**

Proposed Interexchange Tariff

**Interexchange Carrier Reseller**

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**Peak Communications, Inc.**  
**INTEREXCHANGE TOLL RESELLER**  
**Regulations and Schedule of Charges**

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 1934, as amended, and with the Pennsylvania Public Utility 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. Copies of this tariff are available for inspection at 10161 Park Run Dr., Suite 231, Las Vegas, NV 89145.

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10161 Park Run Dr., Suite 231  
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Interexchange Carrier Reseller

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LIST OF MODIFICATIONS

This Tariff Supplement No. includes the following revisions/additions:

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 Interexchange Carrier Reseller
 

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**CHECK SHEET**

The Title Page and all Pages of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and Revised Pages as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Number of Revisions</u>	<u>Page</u>	<u>Number of Revisions</u>
Title	Original		
List of Modifications	Original		
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
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28	Original		
29	Original		
30	Original		

\*Indicates sheet included in this filing.

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Interexchange Carrier Reseller

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**APPLICATION OF TARIFF**

This tariff contains the description, regulations, and rates applicable to the furnishing of resold intrastate interexchange telecommunications service provided by **Peak Communications, Inc.** to business and residential customers within the Commonwealth of Pennsylvania.

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**CONCURRING, CONNECTING OR  
OTHER PARTICIPATING CARRIERS  
AND BILLING AGENT**

1. Concurring Carriers - Applicant does not use any concurring carriers.
2. Connecting Carrier - Applicant's connecting carriers will be Verizon Pennsylvania.
3. Other Participating Carriers - Applicant has no other participating carriers.
4. Billing Agent - None.

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**EXPLANATION OF SYMBOLS  
AND ABBREVIATIONS**

A. Symbols:

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

- D - To signify decreased rate
- I - To signify increased rate
- C - To signify all other changes

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**TARIFF FORMAT**

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 14 cancels 3rd Revised Sheet 14.
- C. Paragraph Numbering Sequence - There are various levels of alphanumeric paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a)
- 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 sheet on file with the Commission.

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**SECTION 1 - DEFINITIONS**

1.1 Definitions:

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Carrier - **Peak Communications, Inc.** unless specifically stated otherwise.

Company - **Peak Communications, Inc.**, also referred to as "Carrier."

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible by law for payment for communication service from the telephone utility.

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**SECTION 1 - DEFINITIONS**

1.1 Definitions: (continued)

Due Date - The last day for payment without unpaid amounts being subject to a late payment charge.

Holidays - Carrier's recognized holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Message - A completed telephone call by a customer or user.

Premises - The space occupied by an individual customer in a building, in adjoining buildings occupied entirely by that customer, or on contiguous property occupied by the customer separated only by a public thoroughfare, a railroad right of way or a natural barrier.

Rates - Amounts billed to customers for regulated services.

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**SECTION 2 - RULES AND REGULATIONS**

2.1 Description of Service

- 2.1.1. The Company provides long distance interexchange telephone service to customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier 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 the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

Services are provided on a monthly basis, unless otherwise stated in this tariff and are available twenty-four (24) hours per day, seven (7) days per week. The minimum service period is one month (30 days).

- 2.1.2. Custom or Enhanced Service Offering: At this time, the Company does not offer any enhanced services, but reserves the right to provide these services at a later date.

2.2 Service Availability

- 2.2.1 The Company offers service to customers consistent with the provisions of this tariff. Customer interested in the Company's services shall file a service application with the Company which fully identifies the customer and the services requested.
- 2.2.2 Service is offered subject to the Company's ability to technically provide the service requested and subject to the availability of the necessary facilities and/or equipment.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.2 Service Availability (continued)

2.2.3 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.4 Title to any equipment provided by the Company under these regulations remains with the Company. Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to any assignee or transferee.

2.3 Nonrecurring Charges

2.3.1 Customers will receive a monthly invoice setting forth the amount of usage and amount owed for such usage. Usage charges are determined by the length of calls and the time of day such calls, unless service is specifically provided on a flat rate basis. Customer is responsible for payment of invoices within 20 days after the bill is mailed by the Company to the customer.

2.3.2 Customers are responsible for any interconnection charges associated with interconnecting the company's premises to the local exchange carrier.

2.3.3 Customers will be billed and are responsible for payment of all applicable federal, state and local taxes assessed in conjunction with services used.

2.3.4 The Company reserves the right to examine the credit record of service applicants and to require a service deposit when determined necessary to assure future payment. Security Deposits required will not exceed more than two (2) months estimated usage as computed by the Company and will in all respects be consistent with Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.4 Billing Disputes

2.4.1 Billing disputes shall be processed by the Company or its billing agent(s) in accordance with Commission rules.

2.4.2 Customers unsatisfied with the Company's handling of a dispute may contact the Commission's Bureau of Consumer Services, Pennsylvania Public Utility Commission, Commonwealth Keystone Building, 400 North Street, Harrisburg, PA 17120; Phone 1-800-692-7380; Fax (717) 787-6641.

2.5 Use of Service

Service may not be used for any unlawful purposes. Service is provided on a monthly (30 day) basis, unless otherwise stated in a service agreement.

2.6 Liability of the Company

2.6.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the service and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified.

2.6.2 Service Irregularities

2.6.2.1 The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or to facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company.

2.6.2.2 The Company shall not be liable to any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier; for acts of omission of any other providers of connections, facilities, or service; or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.6 Liability of the Company (Cont'd)

2.6.3 Claims of Misuse of Service

2.6.3.1 The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof; against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company; and against all other claims, arising out of any act or omission of the customer in connection with the services and facilities provided by the Company.

2.6.3.2 The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

2.6.4 Defacement of Premises

2.6.4.1 The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal thereof, when such defacement or damage is not the result of negligence of the Company. For the purposes of this paragraph, no agents or employees of the other participating carriers shall be deemed to be agents or employees of the Company except where contracted by the Company.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.6.5 Facilities and Equipment in Explosive Atmosphere, Hazardous or Inaccessible Locations

2.6.5.1 The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. Company shall be indemnified, defended and held harmless by the customer from any against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted or asserted by the customer or by another other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service and not due to the gross negligence or willful misconduct of the Company.

2.6.6 Service at Outdoor Locations

2.6.6.1 The Company reserves the right to refuse to provide maintain or restore service at outdoor locations unless the customer agrees in writing to indemnify and save the Company harmless from and against any and all loss or damage that may result to equipment or facilities furnished by the Company at such locations. The Customer shall likewise indemnify and save the Company harmless against injury to or death of any person which may result from the location and use of such equipment and facilities.

2.6.7 Warranties

THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

Acceptance of the provisions of Section 2.6 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law.

2.6.8 Limitation of Liability

Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service

2.7.1. Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to the Carrier terminal. When service is interrupted for at least 24 hours due to such factors as storms, fires, floods, or other conditions beyond the control of the Company, an allowance of 1/3 of the tariff monthly rate shall apply for each full 24 hour period during which the interruption continues after notice by the customer to the Company.

2.7.2. Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations which specifies the priority system for such activities.

A. The Telecommunications Service Priority (TSP) Program is a federal program used to identify and prioritize telecommunications services that support national security or emergency preparedness (NS/EP) missions.

NS/EP services are defined as those telecommunications services which are used to maintain a state of readiness or respond to and manage any event or crisis which causes or could cause injury or harm to the population, damage or loss to property, or degrades or threatens the NS/EP posture of the United States.

TSP restoration and/or provisioning shall be provided in accordance with Part 64, Appendix A of the Federal Communications Commission's Rules and Regulations (47 C.F.R.), and the "Service Vendor Handbook For The Telecommunications Service Priority (TSP) Program" and the "Service User Manual for the Telecommunications Service Priority (TSP) System" (NCS Manual 3-1-1) (Service User Manual) issued and updated as necessary by the Office of Priority Telecommunications (OPT) of the National Communications System. Any changes to or reissuance of these regulations or manuals supersede tariff language contained herein.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.2. Restoration of Service (continued)

B. The TSP program has two components, restoration and provisioning.

1. A restoration priority is applied to new or existing telecommunications services to ensure restoration before any other services during a service outage. TSP restoration priorities must be requested and assigned before a service outage occurs.
2. A provisioning priority is obtained to facilitate priority installation of new telecommunications services during a service outage. Provisioning on a priority basis becomes necessary when an end-user has an urgent requirement for a new NS/EP service that must be installed immediately or by a specific due date that can be met only by a shorter than standard or expedited Company provisioning time frame. As a matter of general practice, existing TSP services will be restored before provisioning new TSP services.

2.7.3. TSP Request Process

2.7.3.A Restoration

1. To request a TSP restoration priority assignment, a prospective TSP user must:
  - (a) National Security Leadership
  - (b) National Security Posture and U.S. Population Attack Warning
  - (c) Public Health, Safety, and Maintenance of Law and Order
  - (d) Public Welfare and Maintenance of National Economic Posture
2. Identify the priority level to be requested for the telecommunications service. The priority level is determined by the end-user's TSP category and service profile. The service profile defines the user's level of support to the portion of the telecommunications service that the user owns and operates, such as customer premises equipment or wiring. The five levels of priority and seven element groups that define the service profile are contained in the Service User Manual.
3. Complete the TSP Request for Service Users form (SF 315) available on the National Communications System (NCS) website (<http://tsp.ncs.gov/>).
4. For non-federal users, have their TSP requests approved by a federal agency sponsor. Non-federal users should contact the OPT, at the NCS website (<http://tsp.ncs.gov/>), for information on identifying a sponsor for TSP requests.
5. Submit the SF 315 to the OPT.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.3.A Restoration (continued)

6. Upon receipt of the TSP Authorization Code from the OPT, notify the Company, and include the TSP Authorization Code in any service order to the Company requesting restoration of NS/EP services.

2.7.3.B Provisioning

To request a TSP provisioning priority assignment, a prospective TSP user must follow the same steps listed in 2a. above for restoration priority assignment except for the following differences. The user should:

1. Certify that its telecommunications service is an Emergency service. Emergency services are those that support one of the NS/EP functions listed in 2a(a) above and are so critical that they must be provisioned at the earliest possible time, without regard to cost to the user.
2. Verify that the Company cannot meet the service due date without a TSP assignment.
3. Obtain approval from the end-user's invocation official to request a provisioning priority. Invocation officials are designated individuals with the authority to request TSP provisioning for a telecommunications service, and include the head or director of a federal agency, commander of a unified/specified military command, chief of a military service, commander of a major military command, or state governor.

2.7.4 Responsibilities of the End-User

End-users or entities acting on their behalf must perform the following:

- A. Identify telecommunications services requiring priority.
- B. Request, justify, and revalidate all priority level assignments. Revalidation must be completed every 2 years, and must be done before expiration of the end user's TSP Authorization Code(s).
- C. Accept TSP services by the service due dates.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.7 Interruption and Restoration of Service (continued)

2.7.4 Responsibilities of the End-User

- D. Have Customer Premises Equipment (CPE) and Customer Premises Wiring (CPW) available by the requested service due date and ensure (through contractual means or otherwise) priority treatment for CPE and CPW necessary for end-to-end service continuity.
- E. Pay the Company any authorized costs associated with priority services.
- F. Report to the Company any failed or unusable services with priority levels.
- G. Designate a 24-hour point of contact for each TSP request and apprise the OPT.
- H. Cooperate with the OPT during reconciliation (comparison of NS/EP service information and resolution of any identified discrepancies) and revalidation.

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility

2.8.1 All customers are responsible for the following:

- A. The customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, the customer must provide:
  - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
  - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C. The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
  - 1. The negligence or willful act of the customer or user.
  - 2. Improper use of service.
  - 3. Any use of equipment or service provided by others.
- D. After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

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Interexchange Carrier Reseller

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility (continued):

2.8.2 Maintenance, Testing, and Adjustment

Upon reasonable notice, any equipment provided by the Company shall be made available for such tests and adjustments as may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.8.3 Credit Allowance

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by the Company.

- A. Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B. The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.
- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
  - 1. Interruptions of service resulting from Carrier performing routine maintenance;
  - 2. Interruptions of service for implementation of a customer order for a change in the service;
  - 3. Interruption caused by the negligence of the customer or his authorized user;
  - 4. Interruptions of service because of the failure of service or equipment due to customer or authorized user provided facilities.

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Interexchange Carrier Reseller

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility (continued)

2.8.4 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, a charge will be made to the customer for the non-recoverable portions of expenditures or liabilities incurred expressly on behalf of the customer by the Company.

2.8.5 Payment and Charges for Services

Service is provided on a monthly basis as follows:

- A. Payment is due within 20 days after the bill is mailed by the Company to the customer. The bill is considered rendered when deposited in the U.S. mail with postage prepaid.
- B. Service may be disconnected in accordance with Commission rules for nonpayment of an invoice by its due date. See Section 2.9.3 below.
- C. In the event of a dispute concerning a bill, Customer must pay a sum equal to the amount of the undisputed portion of the bill and proceed with complaint procedures set forth in this tariff.
- D. The customer is responsible for payment of all charges for service furnished to the customer under this tariff. Charges are based on actual usage during a month and will be billed monthly in arrears.

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Interexchange Carrier Reseller

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.8 Customer Responsibility (continued):

2.8.5 Payment and Charges for Services (continued):

- E. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.
- F. Customers will be charged a late payment penalty in the amount of 1.25% of unpaid principal amount or the highest rate allowed by state law.
- G. Customers will be charged a \$25.00 fee on all checks returned to the Company by the issuing institution.

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Interexchange Carrier Reseller

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.9 Carrier Responsibility

2.9.1 Calculation of Credit Allowance

Pursuant to the limitations set forth herein, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for interruptions of two hours or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum credit, the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled for each period of two hours or major fraction thereof that an interruption continued beyond two hours.

2.9.2 Cessation of Service

Service shall cease at the end of the customer's service period, or when the customer transfers service to another long distance carrier, whichever occurs first. No credit shall be given for prepaid services discontinued prior to the end of the service term for which payment was made.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:** James Holmquist, President  
10161 Park Run Dr., Suite 231  
Las Vegas, NV 89145

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Interexchange Carrier Reseller

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**SECTION 2 - RULES AND REGULATIONS** (continued)

2.9 Customer Responsibility (continued):

2.9.3 Disconnection of Service by Carrier

Carrier may suspend service after seven (7) days written notice for any of the reasons listed below. Service may be terminated when 10 days have passed since the suspension and the original grounds for suspension have not been remedied.

- A. Non-payment of any sum due to Carrier for service for more than twenty (20) days from the date of mailing the invoice from the carrier to the customer except for disputes covered in Section 2.8.5.C;
- B. A violation of any regulation governing the service under this tariff;
- C. A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D. Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.
- E. Reserved for future use.
- F. Service may be discontinued without notice in the event customer uses equipment in such a manner as to adversely affect Carrier's equipment or service to others.

2.9.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days in the billing period before service was discontinued. That number is divided by thirty days and the resultant fraction is multiplied by the monthly charge to arrive at the fractional monthly charge.

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**SECTION 3 - DESCRIPTION OF SERVICE**

3.1 Timing of Calls

The customer's monthly usage charges for Carrier service are based upon the total number of minutes the customer uses and service options subscribed to. Chargeable time begins when the connection is established between the calling station and the called station or PBX. Chargeable time ends when either party hangs up. In the event the called station "hangs up" but the calling station does not, chargeable time may end when the connection is released by automatic timing equipment within the telecommunications network.

There are no charges incurred if a call is not completed.

3.2 Start of Billing

For billing purposes, the start of service is the first day on which service is provided to the customer. The end of service date is the last day or any portion thereof that service is provided by the Company after notice of cancellation by Customer.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with any such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting customer-provided terminal equipment or communications systems with the Carrier's. The customer shall secure all necessary licenses, permits and/or right-of-ways.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**3.4 Terminal Equipment

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment will be furnished and maintained at the expense of the providing customer, except as otherwise agreed in advance and in writing. The customer is responsible for all costs at their premises, including personnel, wiring, electrical power, and the like incurred in the use of Carrier's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria of the telecommunications industry.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates that are generally accepted within the telecommunications industry.

Formula: 
$$V = \frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.6 Minimum Call Completion Rate

The customer can expect a call completion rate of 99% of calls attempted for all Feature Group D (1+) services.

3.7 Special Services

For the purpose of this tariff, a Special Service is deemed to be any service requested by the customer for which there is no prescribed rate in this tariff. Special Services charges will be developed on an individual case basis and filed in this tariff. All ICB contracts will be filed with the Commission upon request.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

3.8 Service Offerings

The Company will provide the following services:

3.8.1 Message Toll Service (MTS)

Dialing is achieved by customer's telephone lines being programmed by the local telephone company (LEC) to automatically route 1+ calls to the Company's network.

3.8.2 Directory Assistance

Listed telephone numbers will be provided to requesting customers at a per call charge.

3.8.3 Operator Assistance for Handicapped Persons

Operator station surcharges will not be charged by the Company for operator assistance provided to a caller who identified him or herself as being handicapped and unable to dial the call because of a handicap.

3.8.4 Directory Assistance for Handicapped Persons

There is no charge for Directory Assistance calls from handicapped persons. Such persons must contact the Company for credit on their directory assistance calls.

3.8.5 Discount for Telecommunications Relay Service Intrastate Toll Calls

Intrastate toll telecommunications relay service calls will be discounted by 50 percent off of the otherwise applicable rate for a voice non-relay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call will be discounted 60 percent off the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges or surcharges.

3.8.6 Reconnection Charge

If the Company allows a customer to be reconnected, a reconnection fee of \$20.00 per occurrence is charged when service is re-established for Customers who had been disconnected for non-payment.

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**SECTION 3 - DESCRIPTION OF SERVICE (continued)**

3.8 Service Offerings (continued)

3.8.7 Early Termination for Business Customers

Business customers will be responsible for 100% of all loop charges for the entirety of the contract period. Customer will also be responsible for 100% of any Commitment amount or Minimum Usage.

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Interexchange Carrier Reseller

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**SECTION 4 - RATES AND CHARGES**

4.1 Outbound 1+ Service

\$0.09 per minute.  
Billed in whole minute increments.

Monthly Recurring Charge: \$9.95

4.2 Directory Assistance

\$1.25 per call. Residential customers are granted two free directory assistance calls per monthly billing cycle.

4.3 Late Payment Penalty

Customers will be charged 1.25% of any amounts owed to the Company beyond the due date as set forth within this tariff. The late charge will be calculated on all amounts past due with the exception of previously accrued late payment charges. The late payment charge may not be assessed against an outstanding security deposit.

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Interexchange Carrier Reseller

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**SECTION 4 - RATES AND CHARGES** (continued)

4.4 Dishonored Check Charge

All customers issuing dishonored check(s) will be charged a fee of \$25.00 per check.

4.5 Special Promotions

Carrier may from time to time offer special promotions to customers upon prior Commission approval of such promotion. Promotional offerings will be filed as a tariff supplement and may not have a duration of longer than 6 months in any rolling 12-month period which commences as of the effective date of the filed promotion.

4.6 Pay Telephone (Payphone) Surcharge

A \$0.55 surcharge will be assessed for each call made from a pay telephone to an 8XX number or using a travel card and dialing the carrier prefix in the form 101XXXX.

4.7 Reconnection Charge

\$20.00 per account per occurrence.

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**ISSUED:**

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**Attachment C**

Company Financials – Public Version  
(Confidential Financials under separate cover)

Peak Communications NV  
Balance Sheet Standard  
As of December 31, 2024

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03/09/25

03/09/25

**Peak Communications NV**  
**Profit and Loss Standard**  
**January through December 2024**

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Peak Communications NV  
Profit and Loss Standard  
January through December 2024

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03/09/25