



CROCKER & CROCKER, P.C.  
ATTORNEYS AT LAW

**PATRICK D. CROCKER**  
[patrick@crockerlawfirm.com](mailto:patrick@crockerlawfirm.com)

**Filed via E-filing**

July 12, 2010

Patricia Van Gerpen, Executive Director  
South Dakota Public Utilities Commission  
State Capitol Building  
500 East Capital Avenue  
Pierre, SD 57501

RE: Easton Telecom Services, L.L.C.  
Application for a Certificate of Authority to Transact the Business of a Reseller of  
Interexchange Telecommunications Services

Dear Ms. Van Gerpen:

*An Application for a Certificate of Authority to Transact the Business of a Reseller of Interexchange Telecommunications Services* has been filed electronically in the Commission e-filing system for Easton Telecom Services, L.L.C. Enclosed please find a check in the amount of \$250.00 to cover the filing fee related to same.

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

Should you have any questions, please contact me.

Very truly yours,

CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/pas

**BEFORE THE  
PUBLIC UTILITIES COMMISSION  
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF:

THE APPLICATION OF )  
**EASTON TELECOM SERVICES, L.L.C.** )  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE )  
AND NECESSITY TO TRANSACT THE BUSINESS )  
OF A RESELLER OF INTEREXCHANGE ) SDPUC Docket No. \_\_\_\_\_  
TELECOMMUNICATIONS SERVICES )  
AND FOR APPROVAL OF ITS INITIAL TARIFF )

**APPLICATION FOR AUTHORIZATION**

**Easton Telecom Services, L.L.C.** (hereinafter "Applicant") respectfully requests that the Public Utilities Commission of the State of South Dakota (hereinafter referred to as "Commission") grant Applicant authority pursuant to SDCL 49-31-3 and in accordance with ARSD 20:10:24:02 to provide intrastate telecommunications services to the public within South Dakota through the resale of similar services offered by other interexchange carriers ("IXCs") in the State. Applicant further requests that the Commission approve its initial proposed tariff. Applicant, for purposes of verification, and in evidence of its fitness to operate and the public need for its services, offers the following information in support of this Application:

**Identification of the Applicant**

1. Applicant maintains its headquarters at Summit II – Unit A, 3046 Brecksville Road, Richfield, OH 44286.
2. Applicant is organized under the laws of the State of Ohio. A copy of the Company's Articles of Organization is attached hereto as **Exhibit A**. Applicant has the authority to transact business within the State of South Dakota as a foreign corporation. A copy of the qualifying document is set forth in **Exhibit B** hereto.

3. Correspondence regarding this Application should be directed to:

Patrick D. Crocker  
Crocker & Crocker, P.C.  
The Kalamazoo Building  
107 West Michigan Avenue, 4<sup>th</sup> Floor  
Kalamazoo, MI 49007  
(269) 381-8893

4. The name of Applicant's Registered Agent, and the address of the registered office of the corporation in South Dakota is:

CT Corporation System  
319 S. Coteau Street  
Pierre, SD 57501-3108

#### **Description of Authority Requested**

5. Applicant seeks authority to operate as a reseller of intrastate telecommunications services to the public on a statewide basis. Applicant seeks authority to offer a full range of "1+" interexchange telecommunications services on a resale basis. Specifically, Applicant seeks authority to provide MTS, in-WATS, out-WATS, and Calling Card services.

6. Applicant does not intend to provide operator services, 900 or 700 services.

7. Applicant owns no transmission facilities. Applicant will offer service to its subscribers using facilities of the communications networks of Global Crossing, other facilities-based IXCs and the local exchange telephone companies ("LECs").

8. Applicant has no plans at this time to construct any telecommunications transmission facilities of its own and seeks no construction authority by means of this Application. Applicant will operate exclusively as a reseller.

9. Applicant will abide by all rules governing telecommunications resellers, which the Commission has promulgated or may promulgate in the future, unless application of such rules in specifically waived by the Commission.

### **Proposed Services**

10. Applicant intends to offer MTS, in-WATS, out-WATS, and Calling Card services to subscribers within South Dakota. Applicant combines high quality transmission services with very competitive rates, flexible end user billing, professional customer service and excellent reporting to create a unique blend, which meets the individualized needs of such customers.

11. Applicant's services are designed to be especially attractive to primarily residential users.

12. Applicant's intends to engage in "switchless" resale. Applicant will arrange for the traffic of underlying subscribers to be routed directly over the networks of Applicant's network providers.

13. Applicant is committed to the use of ethical sales practices. All distributors of its products must commit in writing to market Applicant's services in a professional manner, and to fairly and accurately portray Applicant's services and the charges for them.

### **Description and Fitness of Applicant**

14. Applicant's officers have extensive managerial, financial and technical experience with which to execute the business plan described herein. Applicant's management personnel represent a broad spectrum of business and technical disciplines, possessing many years of individual and aggregate telecommunications experience. In support of Applicant's managerial and technical ability to provide the services for which authority is sought herein, Applicant submits a description of the background and experience of its current management team as **Exhibit C**. In support of Applicant's financial ability to provide the proposed services, Applicant attaches a recent financials as **Exhibit D**.

### **Public Interest Considerations**

15. Applicant's entry into the South Dakota marketplace is in the public interest because Applicant intends to make a uniquely attractive blend of service quality, network management and reporting, and low rates available.

16. In addition to the direct benefits delivered to the public by its services, Applicant's entry into the South Dakota marketplace will benefit the public indirectly by increasing the competitive pressure felt by existing IXCs, spurring them to lower costs and improve services in response.

### **Requested Regulatory Treatment**

17. Applicant is a non-dominant reseller of interexchange telecommunications services. Applicant requests to be regulated by the Commission in the same relaxed fashion extended to other, similarly situated resellers.

### **Initial Proposed Tariff**

18. Applicant proposes to offer service pursuant to the rules, regulations, rates and other terms and conditions included in Applicant's initial proposed tariff, which is attached hereto as **Exhibit E**. Billing, payment, credit, deposit and collection terms are set forth in Applicant's proposed tariff.

### **Compliance with ARSD 20:10:24:02**

19. In accordance with ARSD 20:10:24:02, Applicant provides the following information:

(1). The name, address and telephone number of Applicant:

Easton Telecom Services, L.L.C.  
Summit II – Unit A, 3046 Brecksville Road  
Richfield, OH 44286  
Telephone: 330-659-6700

(2). Applicant shall provide services under the name:

Easton Telecom Servcies, L.L.C.

(3). (a) Applicant was organized in the State of Ohio on July 2, 2001. A copy of Applicant's Articles of Organization is attached as **Exhibit A**. A copy of its certificate of authority to transact business within the State of South Dakota as a foreign corporation is attached as **Exhibit B**.

(b) Applicant has no principal office in South Dakota. Applicant's registered agent is CT Corporation System, 319 S. Coteau Street, Pierre, SD 57501.

(c) No corporation, association, or partnership owns any interest in Applicant. Applicant owns or controls no subsidiaries. A list of the names and addresses of Applicant's current Officers and the number of shares held by each:

Robert Mocas Summit II – Unit A 3046 Brecksville Road Richfield, OH 44286	President	50%
Heidi Mocas Summit II - Unit A 3046 Brecksville Road Richfield, OH 44286	Secretary/Treasurer	50%

- (4). Applicant is a Limited Liability Company organized under the laws of Ohio.
- (5). See paragraph 5 of the Application.
- (6). See paragraph 6 of the Application.
- (7). Applicant shall offer services on all equal-access areas within the State of South Dakota. Accordingly, Applicant does not attach a map describing service boundaries.
- (8). See Exhibits D and E attached hereto.
- (9).
  - (a) All complaints and regulatory matters should be directed to Applicant's attorney as set forth in paragraph 3 of this Application.
  - (b) Billing to customers will be scheduled monthly. Payment is due by the invoice date printed on the bill. The Company may impose a late charge of 1.5% per month on any delinquent amounts. Applicant will use VLM International as its billing agent.
  - (c) Customer service representatives will handle all initial customer disputes. A representative may escalate the resolution of a dispute internally, or refer the customer to the Commission. Customers may reach a representative by calling 1-888-742-8122.
- (10) Applicant is authorized to provide telecommunications services in the following jurisdictions: Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York,

North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming. Additionally, Applicant has never been denied registration or certification in any jurisdiction and is in good standing with the regulatory agency in each jurisdiction.

- (11) Applicant intends to market services using independent distributors. Applicant has no promotional materials at this time.
- (12) See paragraph 20 of the Application.
- (13) Applicant's federal tax identification number is 34-1961773.
- (14) Applicant has not received complaints with any state or federal regulatory commission regarding the unauthorized switching of a customer's telecommunications provider or for the act of charging customers for services that have not been ordered.
- (15) Applicant does not request a waiver of any rules at this time.
- (16) Applicant agrees with the restrictions relating to prepaid services and deposits.



**Applicant's Cost for Underlying Transport Services**

20. Applicant proposes to resell services within South Dakota in excess of Applicant's cost of purchasing services from Applicant's underlying carrier Global Crossing. Applicant purchases intrastate services from Global Crossing and resells to the public as follows:

	<u>Buy</u>	<u>Sell</u>
Switched Inbound	\$0.1090	\$0.1390
Switched Outbound	\$0.1090	\$0.1390

**Conclusion**

21. A decision by the Commission to grant Applicant a Certificate of Public Convenience and Necessity is plainly in the public interest. Applicant will introduce important new products and services at very competitive rates as well as enhance the competitiveness of the overall long distance market in South Dakota.

**WHEREFORE**, Easton Telecom Services, L.L.C. respectfully requests that this Commission grant it authority to transact the business of a reseller of interexchange telecommunications services within the State of South Dakota, that the Commission regulate it in a streamlined fashion, and that the Commission approve Applicant's initial proposed tariff effective on the date of the Order granting authority.

Respectfully submitted,

Easton Telecom Services, L.L.C.

Dated: 7/12/10

By: \_\_\_\_\_

Patrick D. Crocker  
Crocker & Crocker, P.C.  
The Kalamazoo Building  
107 West Michigan Avenue, 4<sup>th</sup> Floor  
Kalamazoo, MI 49007  
Its: Attorneys

**VERIFICATION**

Robert Mocas, President for Easton Telecom Services, L.L.C., first being duly sworn on oath, deposes and says that he has read the foregoing Application and verifies that the statements made therein are true and correct to the best of his knowledge, information, and belief.

Easton Telecom Services, L.L.C.

By: Robert Mocas  
Robert Mocas, President

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of August, 2009, by Robert Mocas.

[Signature]  
Notary Public  
For the County of: Summit  
My Commission Expires: \_\_\_\_\_  
LISA JENNINGS, NOTARY  
STATE OF OHIO  
COMMISSION EXPIRES: 10/19/10

**EXHIBIT A**

**Articles of Organization**



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
01/28/2002	200202801012	AMEND/ARTICLES- ORGANIZATION/DOM. LLC (LAM)	50.00	.00	.00	.00	.00

**Receipt**

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

VAN DEUSEN & WAGNER, LLC  
1400 RENAISSANCE CENTER  
1350 EUCLID AVENUE  
CLEVELAND, OH 44115

**STATE OF OHIO****Ohio Secretary of State, J. Kenneth Blackwell**

1239457

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

**EASTON TELECOM SERVICES, L.L.C.**

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

Document(s)

**AMEND/ARTICLES-ORGANIZATION/DOM. LLC**

Document No(s):

**200202801012**

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

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 28th day of January, A.D.  
2002.

*J. Kenneth Blackwell*  
Ohio Secretary of State



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Filing Reference Guide** ( using the 3 digit form # located at the bottom of this form). To obtain the Filing Reference Guide or for assistance, please call Customer Service:  
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee of \$100.00  
 Expedite

### CERTIFICATE OF AMENDMENT TO ARTICLES OF ORGANIZATION OF A LIMITED LIABILITY COMPANY

2002 JAN 23 PM 3:15

The undersigned, being a member, manager or authorized representative of Weston Telecommunications, L.L.C.  
(name of limited liability company)

1239457 \_\_\_\_\_, an Ohio limited liability company, organized on July 2, 2001 \_\_\_\_\_, does hereby certify that the  
(Registration Number) (date)

undersigned is duly authorized to execute this certificate, and hereby certifies that the Articles of Organization of the above named limited liability company have been amended as follows:

#### AMENDMENT

Article(s) First

is/are hereby amended as follows:

The name of said limited liability company shall be:  
Easton Telecom Services, L.L.C.

*(if insufficient space for amendment, please attach a separate sheet)*

IN WITNESS WHEREOF, the undersigned has executed this certificate on January 22, 2002  
(date)

Weston Telecommunications, L.L.C.  
(name of limited liability company)

By: Robert E. Mocas  
Its: Duly Authorized Member, Manager or Representative  
Robert E. Mocas

[Ohio Revised Code Section 1705.08(C)(1)]



Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:  
Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

**CONSENT FOR USE OF SIMILAR NAME**

**(Where consenting entity is a corporation)**

Easton Telecom Services, Inc.

(Name of Corporation giving consent)

(Charter/License Number) -- 823861

gives its consent to Weston Telecommunications, L.L.C.

(Name of individual or proposed corporation receiving consent)

to use the name Easton Telecom Services

This document is signed by any authorized corporate officer.

Date 01/16/02

Signed Stacy P. Dees  
Name: Stacy H. Dees  
Title: Assistant Secretary



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
07/06/2001	200118601964	ARTICLES OF ORGANIZATION/DOM. LLC (LCA)	85.00	10.00	.00	.00	.00

**Receipt**

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

CHATTMAN GAINES & STERN  
1350 EUCLID AVE, #1400  
ATTN ROGER W. VAN DEUSEN  
CLEVELAND, OH 44115-1817

**STATE OF OHIO****Ohio Secretary of State, J. Kenneth Blackwell**

1239457

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

**WESTON TELECOMMUNICATIONS, L.L.C.**

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

Document(s):

**ARTICLES OF ORGANIZATION/DOM. LLC**

Document No(s):

**200118601964**

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

Witness my hand and the seal of  
the Secretary of State at Columbus,  
Ohio this 2nd day of July, A.D.  
2001.

*J. Kenneth Blackwell*  
Ohio Secretary of State





Prescribed by **J. Kenneth Blackwell**

Please obtain fee amount and mailing instructions from the **Forms Inventory List** (using the 3 digit form # located at the bottom of this form). To obtain the **Forms Inventory List** or for assistance, please call Customer Service:

Central Ohio: (614)-466-3910 Toll Free: 1-877-SOS-FILE (1-877-767-3453)

Expedite is an additional fee  Yes

**ARTICLES OF ORGANIZATION**

(Under Section 1705.04 of the Ohio Revised Code)  
Limited Liability Company

2001 OCT 13 11:17

The undersigned, desiring to form a limited liability Company, under Chapter 1705 of the Ohio Revised Code, do hereby state the following:

**FIRST:** The name of said limited liability company shall be:  
Weston Telecommunications, L.L.C.  
(the name must include the words "limited liability company", "limited", "Ltd.", "Ltd.", "LLC", or "L.L.C.")

**SECOND** This limited liability company shall exist for a period of \_\_\_\_\_  
Perpetual

**THIRD:** The address to which interested persons may direct requests for copies of any operating agreement and any bylaws of this limited liability company is:  
291 Timberlane Drive  
( street address or post office box )  
Northfield, OH 44067  
( city, village, or township ) ( state ) ( zip code )

Please check this box if additional provisions are attached hereto

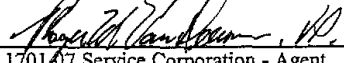
Provisions attached hereto are incorporated herein and made a part of these articles of organization.

**J. Kenneth Blackwell**  
Secretary of State

FOURTH: Purpose (optional)

Own, sell, serve and provide telecommunications, data and other products  
and servicing in the telecommunications industry by aggregating resale, sale  
distribution or otherwise to end users of the products and services and to do  
everything suitable, proper and conducive to the successful conduct of a  
business

IN WITNESS WHEREOF, we have hereunto subscribed our names on June 28, 2001

Signed   
Name: 170107 Service Corporation - Agent  
Roger W. Van Deusen, Esq. - Vice President

<sup>(date)</sup>  
Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

Signed \_\_\_\_\_  
Name: \_\_\_\_\_

( If insufficient space for all signatures, please attach a separate sheet containing additional signatures )



# J. Kenneth Blackwell

Prescribed by:  
**J. Kenneth Blackwell**  
Secretary of State  
30 East Broad St. 14th Floor  
Columbus, Ohio 43266-0418

## ORIGINAL APPOINTMENT OF AGENT (for limited liability company)

The undersigned, being at least a majority of the members of Weston Telecommunications, L.L.C.,  
(name of limited liability company)  
hereby appoint 1701.07 Service Corporation to be the agent upon whom any process, notice or  
(name of agent)  
demand required or permitted by statute to be served upon the limited liability company may be served. The complete address  
of the agent is:

1350 Euclid Avenue, Suite 1400  
(street address P.O. Boxes are not acceptable)  
Cleveland, Ohio 44115  
(city, village, township) (zip)

By: *Roger W. Van Deusen, Esq.*  
(authorized member, manager, or representative)  
Name: 1701.07 Service Corporation - Agent/Representative  
Roger W. Van Deusen, Esq. - Vice President  
By: \_\_\_\_\_  
(authorized member, manager, or representative)  
Name: \_\_\_\_\_  
By: \_\_\_\_\_  
(authorized member, manager, or representative)  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
(authorized member, manager, or representative)  
Name: \_\_\_\_\_  
By: \_\_\_\_\_  
(authorized member, manager, or representative)  
Name: \_\_\_\_\_  
By: \_\_\_\_\_  
(authorized member, manager, or representative)  
Name: \_\_\_\_\_

### ACCEPTANCE OF APPOINTMENT

The undersigned, named herein as the statutory agent for Weston Telecommunications, L.L.C.  
(name of limited liability company)  
hereby acknowledges and accepts the appointment of agent for said limited liability Company.

*Roger W. Van Deusen, Esq.*  
(Agent's signature)  
1701.07 Service Corporation - Agent  
Roger W. Van Deusen, Esq. - Vice President

**EXHIBIT B**

**Certificate of Authority to Transact Business as a Foreign Corporation**

# State of South Dakota



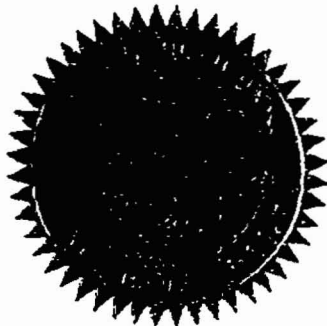
OFFICE OF THE SECRETARY OF STATE

## Amended Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL001112

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for an Amended Certificate of Authority of **WESTON TELECOMMUNICATIONS, L.L.C.** changing its name to **EASTON TELECOM SERVICES, L.L.C.** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Amended Certificate of Authority and attach hereto a duplicate of the application to transact business in this state.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this December 24, 2002.

Handwritten signature of Joyce Hazeltine in cursive script.

Joyce Hazeltine  
Secretary of State

0301320.1364  
1730703

RECEIVED  
DEC 24 '02  
RECEIVED  
SEC. OF STATE  
JUN 10 '02  
S.D. SEC. OF STATE

SECRETARY OF STATE  
STATE CAPITOL  
500 E. CAPITOL AVE.  
PIERRE, S.D. 57501  
1(605)773-4845  
FAX (605)773-4556

*Atty Gen*  
*active*  
*Joyce*  
SECRETARY OF STATE  
FILING FEE: \$ 10

AMENDED  
CERTIFICATE OF AUTHORITY APPLICATION  
OF A  
FOREIGN LIMITED LIABILITY COMPANY

RECEIVED  
DEC 3 '02

- The name of the foreign Limited Liability Company is: WESTON TELECOMMUNICATIONS, L.L.C.
- The name of the Limited Liability Company as amended is: EASTON TELECOM SERVICES, L.L.C.
- The name of the state or country under whose law it is organized is: Ohio
- The date of organization is: July 2, 2001 and the period of duration is: perpetual
- The street address of its principal office is: Summit II, Unit A, 3046 Brecksville Road,  
Richfield, OH 44286
- The name and street address of its registered agent for service of process in South Dakota is: Ronald D. Olinger,  
117 East Capitol, Pierre, SD 57501
- If the company is manager-managed, rather than member-managed, the name and address of each initial manager:  
Robert E. Mocas, Summit II, Unit A, 3046 Brecksville Road  
Richfield, OH 44286

FL00112

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to SDCL 47-34A-303 (c).

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: April 4, 2002

x Robert Mocas MANAGER  
(Signature and Title)

FILING INSTRUCTIONS:

- One original and one exact or conformed copy must be submitted.
- The application must be accompanied by an original, currently dated *Certificate of Good Standing or Existence* from the Secretary of State in the state where it is organized. If the name of the LLC is being changed, the application must be accompanied by an original one page Certificate of Fact or Name Change showing both the former name and the new name.

INFORMATION

0301320.1364  
1130103

1/1

UNITED STATES OF AMERICA  
STATE OF OHIO  
OFFICE OF THE SECRETARY OF STATE

RECEIVED

DEC 3 '02

RECEIVED  
DEC 24 '02  
S.D. SEC. OF STATE

*I, J. Kenneth Blackwell, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show a Certificate of Amendment of WESTON TELECOMMUNICATIONS, L.L.C., an Ohio Limited Liability Company, Registration No. 1239457, changing its corporate title to: EASTON TELECOM SERVICES, L.L.C., was filed January 28, 2002. Said Limited Liability Company, EASTON TELECOM SERVICES, L.L.C., an Ohio Limited Liability Company, Registration No. 1239457, was registered on July 02, 2001, is in GOOD STANDING upon the records of this office.*



*Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 22nd day of November, A.D. 2002.*

*J. Kenneth Blackwell*  
Ohio Secretary of State

# State of South Dakota



OFFICE OF THE SECRETARY OF STATE

## Certificate of Authority Limited Liability Company

ORGANIZATIONAL ID #: FL001112

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that duplicate of the Application for a Certificate of Authority of **WESTON TELECOMMUNICATIONS, L.L.C. (OH)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

**ACCORDINGLY** and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application for certificate of authority.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this November 26, 2001.



Joyce Hazeltine  
Secretary of State



SECRETARY OF STATE  
STATE CAPITOL  
500 E. CAPITOL AVE.  
PIERRE, S.D. 57501  
(605)773-4845  
FAX (605)773-4550

CERTIFICATE OF AUTHORITY APPLICATION  
OF A  
FOREIGN LIMITED LIABILITY COMPANY

0201313.1001  
1/25/02  
RECEIVED  
NOV 14 '01

Filed this 26th day of Nov 2001

1. The name of the foreign Limited Liability Company is: WESTON TELECOMMUNICATIONS, L.L.C.

2. The name of the state or country under whose law it is organized is: Ohio

3. The street address of its principal office is: Summit II - Unit A  
3046 Brecksville Road  
Richfield OH 44286

4. The address of its initial designated office in South Dakota is: 117 E. Capitol, Pierre, SD 57501

5. The name and street address of its initial agent for service of process in South Dakota is: Ronald D. Olinger,  
117 East Capitol, Pierre, SD 57501

6. The date of organization is: July 2, 2001, and the period of duration is: perpetual

7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:  
Robert E. Mocas  
Summit II - Unit A  
3046 Brecksville Road  
Richfield OH 44286

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to SDCL 47-34A-303 (c).

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: 10-16-01

Robert Mocas PRESIDENT /  
(Signature and Title) Manager

FILING INSTRUCTIONS:

- The application for authority must be accompanied by the first Annual Report.
- One original and one exact or conformed copy must be submitted.
- The application must be accompanied by an original, currently dated Certificate of Good Standing or Existence from the Secretary of State in the state where it is organized.

callc.pdf  
7/10/01/2

SECRETARY OF STATE  
STATE CAPITOL  
500 E. CAPITOL AVE.  
PIERRE, S.D. 57501  
(605)773-4845  
FAX (605)773-4550

FIRST ANNUAL REPORT  
OF A  
LIMITED LIABILITY COMPANY

0201313.1001  
1/25/02  
RECEIVED

NOV 14 '01

S.D. SEC. OF STATE

1. The name of the Limited Liability Company is: WESTON TELECOMMUNICATIONS, L.L.C.

RECEIVED

2. The state or country under whose law it is organized is: Ohio

NOV 26 '01

3. The address of its registered office and the name of its registered agent for service of process in South Dakota is:

Ronald D. Ollinger, 117 East Capitol, Pierre, SD 57501

S.D. SEC. OF STATE

4. The address of its principal office is: Summit II - Unit A  
3046 Brecksville Road  
Richfield OH 44286

5. The names and business addresses of any managers:

Robert E. Mocas Summit II - Unit A  
3046 Brecksville Road  
Richfield OH 44286

6. The dollar amount of the total agreed contributions to the Limited Liability Company is \$ 10,000.

Date: 10-16-01

x Robert E. Mocas PRESIDENT/Manager  
(Signature and Title)

• FILING FEE:

AGREED CONTRIBUTION	FEE
Not in excess of \$50,000	\$ 90
\$50,001 to \$100,000	\$150
In excess of \$100,000	\$150 for first \$100,000 plus \$.50 for each additional \$1,000

The maximum amount charged may not exceed sixteen thousand dollars (\$16,000.).

UNITED STATES OF AMERICA,  
STATE OF OHIO,  
OFFICE OF THE SECRETARY OF STATE.



0201313.1001  
1125102 RECEIVED  
NOV 26 01  
S.D. SEC. OF STATE

*I, J. Kenneth Blackwell, do hereby certify that i am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign corporations; that said records show WESTON TELECOMMUNICATIONS, LLC., an Ohio Limited Liability Company, Registration No.1239457, was organized on July 2nd, 2001 and is currently in FULL FORCE AND EFFECT upon the records of this office.*

*WITNESS my hand and official seal*

*at Columbus, Ohio on*

*October 23, 2001*

A handwritten signature in cursive script that reads "J. Kenneth Blackwell".

J. Kenneth Blackwell  
Secretary of State



0201313.1001  
1/25/02

Receipt Number: 1037730

File Number FL001112

**CERT OF AUTHORITY**

For

**WESTON TELECOMMUNICATIONS, L.L.C. (OH)**

Filed at the request of:

OLINGER LOVALD ROBBENGLT ET AL  
RONALD OLINGER  
PO BOX 68  
PIERRE SD 57501

*State of South Dakota*  
*Office of the Secretary of State*

Filed in the office of the Secretary of State on: **Monday, November 26, 2001**

  
Secretary of State

Fee Received: \$90 contribution \$10,000

**EXHIBIT C**

**Background and Experience of Management Team**

**BACKGROUND AND EXPERIENCE OF MANAGEMENT TEAM  
EASTON TELECOM SERVICES, L.L.C.**

**Robert E. Mocas, President**

B.A. in 1979 and post-graduate studies.

Entered telecom industry in 1983 as Consultant Trainee. Named Senior Vice President in 1988. Left firm in 1992 to establish Easton Telecom Services, Inc., a resale long distance reseller and CLEC. Operated the company successfully as President for 7 years. Sold company to Teligent Inc. Remained as Vice President of parent firm and operated as profitable subsidiary. Organized Weston Telecommunications, L.L.C., now known as Easton Telecom Services, L.L.C. to purchase assets of Easton Telecom Services, Inc.

**Jim Kolezynski, Director of Operations**

B.A. and MBA in Business Administration and Associate in Accounting. 31 years experience in the telecom industry. Experience includes establishment of Ohio Bell Communications, a profitable subsidiary of Ohio Bell, development of Ameritech wholesale CLEC program, and over 15 years in various corporate accounting and regulatory departments. Employed seven years at Roulston & Company Investment firm including five years in computer programming and operations. Past President and Board Member of Strongsville Rotary.

**Beth Stewart, Controller**

Employed by Easton since 1999 as Comptroller. Over 30 years of experience in the accounting field. Previously with B.F. Goodrich for 20 years in the accounts payable department and over 10 years in the tax department including the position of tax auditor.

**James W. Butler, Director of Sales and Marketing**

B.A. in Business. 18 years experience in the telecom industry. Employed by Easton since 1992. Previous experience in outside sales for LDDS, Allnet, and Conquest Communications.

**Denise Stoppenhagen, Director of Network Services**

B.A Advertising. 20 years experience in the telecom industry. Employed by Easton since 1994. Previously with Progressive Communication Technologies as Manager of Complex Local Networks and Disaster Recovery.

**Dawna R. Kornick, Director of Customer Support and Local Services.**

18 years experience in the telecom industry. Employed by Easton since 1996. Previously with BN1 Telecommunications where she held several different positions in the customer service area including the provisioning of local and long distance service.

**EXHIBIT D**

**Financial Statements**

EASTON TELECOM SERVICES, LLC.

FINANCIAL STATEMENTS  
WITH  
ACCOUNTANTS' REVIEW REPORT

December 31, 2009



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# Meaden & Moore

## ACCOUNTANTS' REVIEW REPORT

Board of Directors  
EASTON TELECOM SERVICES, LLC.  
Richfield, Ohio

We have reviewed the accompanying balance sheet of EASTON TELECOM SERVICES, LLC. as of December 31, 2009 and 2008, and the related statements of income, members' equity and cash flows for the years then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. All information included in these financial statements is the representation of the management of EASTON TELECOM SERVICES, LLC.

A review consists principally of inquiries of company personnel and analytical procedures applied to financial data. It is substantially less in scope than an audit in accordance with auditing standards generally accepted in the United States of America, the objective of which is the expression of an opinion regarding the financial statements taken as a whole. Accordingly, we do not express such an opinion.

Based on our reviews, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with accounting principles generally accepted in the United States of America.

Our review was made for the purpose of expressing limited assurance that there are no material modifications that should be made to the financial statements in order for them to be in conformity with generally accepted accounting principles. The information included on Page 12 is presented only for supplemental analysis purposes. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we are not aware of any material modifications that should be made thereto.

*Meaden & Moore, Ltd.*

MEADEN & MOORE, LTD.  
Certified Public Accountants

February 22, 2010  
Cleveland, Ohio



**Meaden & Moore, Ltd.**  
*(A Meaden & Moore Company)*

1100 Superior Avenue Suite 1100 Cleveland, Ohio 44114-2523 216-241-3272 FAX 216-771-4511  
Akron Atlanta Charlotte Chicago Cleveland Columbus Los Angeles Naperville New York Orlando Phoenix Pittsburgh Wooster

BALANCE SHEET

EASTON TELECOM SERVICES, LLC.

	December 31	
	<u>2009</u>	<u>2008</u>
<b>ASSETS</b>		
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 83,233	\$ 53,465
Accounts receivable - trade	989,827	1,111,317
Costs recoverable	<u>42,731</u>	<u>400,000</u>
Total Current Assets	1,115,791	1,564,782
<b>PROPERTY AND EQUIPMENT</b>		
Less: Allowance for depreciation	<u>125,555</u>	117,258
	<u>96,633</u>	<u>91,575</u>
Total Property and Equipment	28,922	25,683
<b>OTHER ASSETS:</b>		
Intangible assets	1,571	2,306
Deposits	<u>44,000</u>	<u>44,570</u>
Total Other Assets	<u>45,571</u>	<u>46,876</u>
Total Assets	<u>\$ 1,190,284</u>	<u>\$ 1,637,341</u>

*See accompanying notes and accountants' review report.*

	December 31	
	<u>2009</u>	<u>2008</u>
<b>LIABILITIES AND MEMBERS' EQUITY</b>		
<b>CURRENT LIABILITIES:</b>		
Line-of-credit	\$ 545,159	\$ 561,902
Accounts payable	642,659	994,137
Accrued commissions	137,998	213,375
Accrued profit sharing contribution	25,404	28,000
Communications taxes payable	540,304	434,362
Deferred revenue	<u>152,565</u>	<u>157,608</u>
Total Current Liabilities	2,044,089	2,389,384
MEMBERS' EQUITY	<u>(853,805)</u>	<u>(752,043)</u>
Total Liabilities and Members' Equity	<u>\$ 1,190,284</u>	<u>\$ 1,637,341</u>

STATEMENT OF MEMBERS' EQUITY

EASTON TELECOM SERVICES, LLC.

	Year Ended December 31	
	2009	2008
Beginning - Members' Equity	\$ (752,043)	\$ (612,352)
Net income	247,184	193,639
Distributions	(348,946)	(333,330)
Ending - Members' Equity	\$ (853,805)	\$ (752,043)

*See accompanying notes and accountants' review report.*

STATEMENT OF INCOME  
EASTON TELECOM SERVICES, LLC.

	Year Ended December 31	
	2009	2008
Net sales	\$ 10,407,092	\$ 10,878,678
Purchase of phone services	6,765,775	6,760,662
Commissions	1,673,493	1,984,643
Cost of Sales	8,439,268	8,745,305
Gross Profit	1,967,824	2,133,373
Operating Expenses	1,715,069	1,931,207
Income from Operations	252,755	202,166
Other Income (Expense):		
Interest income	1,178	110
Interest expense	(36,401)	(38,962)
USF administrative fee, etc.	26,234	33,063
Miscellaneous income (expense)	3,418	(2,738)
Total Other Income (Expense)	(5,571)	(8,527)
Net Income	\$ 247,184	\$ 193,639

*See accompanying notes and accountants' review report.*

STATEMENT OF CASH FLOWS  
EASTON TELECOM SERVICES, LLC.

	Year Ended December 31	
	2009	2008
<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>		
Cash received from customers	\$ 10,728,191	\$ 10,748,368
Interest received	1,178	110
Cash paid to suppliers and employees	(10,289,784)	(10,433,644)
Interest paid	(36,401)	(38,962)
	403,184	275,872
<b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>		
Capital expenditures	(8,297)	(2,864)
Return of (Additional) deposits	570	(1,070)
	(7,727)	(3,934)
<b>CASH FLOWS FROM FINANCING ACTIVITIES:</b>		
Repayment of long-term debt	-	(293,313)
Net borrowing (repayments) on line-of-credit	(16,743)	331,702
Dividends paid	(348,946)	(333,330)
	(365,689)	(294,941)
Decrease in Cash and Cash Equivalents	29,768	(23,003)
Cash and Cash Equivalents - Beginning of the Year	53,465	76,468
Cash and Cash Equivalents - End of the Year	\$ 83,233	\$ 53,465

*See accompanying notes and accountants' review report.*

	Year Ended December 31	
	<u>2009</u>	<u>2008</u>
<b>RECONCILIATION OF NET INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES:</b>		
Net income	\$ 247,184	\$ 193,639
Adjustments to Reconcile Net Income to Net Cash		
Provided by Operating Activities:		
Depreciation	5,058	7,240
Amortization	735	735
Provision for cost recoverable	182,269	-
Increase (Decrease) in Cash from Changes in:		
Accounts receivable	121,490	(165,195)
Costs recoverable collected	175,000	-
Accounts payable	(351,478)	174,692
Accrued expenses	27,969	60,201
Deferred revenue	(5,043)	4,560
	<u>156,000</u>	<u>82,233</u>
Total Adjustments		
Net Cash Provided by Operating Activities	<u>\$ 403,184</u>	<u>\$ 275,872</u>



## NOTES TO FINANCIAL STATEMENTS

### EASTON TELECOM SERVICES, LLC.

#### **1 Summary of Significant Accounting Policies**

##### ***Description of Business:***

Easton Telecom Services, LLC (Company) is a full service business-to-business telecommunications supplier. Easton specializes in long distance and complex services ranging from data lines to frame relay to dedicated Internet access. All of Easton's products and services are carried over the networks of Tier 1 providers ensuring quality and reliability. The Company services customers across the United States.

##### ***Revenue Recognition/Deferred Revenue:***

The Company recognizes revenue based on when the service is provided. The monthly billing cycle for telephone service includes various elements - calls are billed after the fact, equipment usage is billed in advance. Revenue is deferred at the close of the period for those services billed in advance.

##### ***Use of Estimates:***

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

##### ***Cash and Cash Equivalents:***

For the purposes of the Statement of Cash Flows, the Company considers all highly liquid debt instruments purchased with a maturity of three months or less to be cash equivalents.

At times during the year, the Company maintained funds on deposit at its banks in excess of FDIC insurance limits.

*See accountants' review report.*

NOTES TO FINANCIAL STATEMENTS

EASTON TELECOM SERVICES, LLC.

**1 Summary of Significant Accounting Policies, Continued**

***Fair Value Measurements:***

FASB ASC 825, *Financial Instruments*, requires the Company to disclose estimated fair values of financial instruments. Financial instruments held by the Company include, among others, accounts receivable and accounts payable. The book value of accounts receivable and accounts payable are considered to be representative of fair value because of the short maturity of these instruments.

***Accounts Receivable:***

Accounts receivable are net of allowance for doubtful accounts of \$26,095 (2009) and \$66,865 (2008).

***Property, Plant and Equipment:***

Properties are carried at cost. Expenditures for maintenance and repairs are charged to income as incurred. Additions and betterments are capitalized. The cost and related accumulated depreciation of properties sold or otherwise disposed of are removed from the accounts and any gain or loss is reflected in the current year's earnings.

	<u>2009</u>	<u>2008</u>
Office equipment	\$ 25,154	\$ 24,703
Computer equipment	81,463	75,726
Computer software	<u>18,938</u>	<u>16,829</u>
	<u>\$ 125,555</u>	<u>\$ 117,258</u>

The Company primarily follows the straight-line method of depreciation utilizing the following lives:

<u>Class</u>	<u>Years</u>
Office equipment	5 - 7
Computer equipment	5
Computer software	3

Depreciation expense was \$5,058 (2009) and \$7,240 (2008).

*See accountants' review report.*

NOTES TO FINANCIAL STATEMENTS

EASTON TELECOM SERVICES, LLC.

**1 Summary of Significant Accounting Policies, Continued**

***Intangibles:***

Loan fees and state certification fees carried at cost and are being amortized over their estimated lives, which are 60 months.

Amortization expense was \$735 (2009) and \$735 (2008).

***Vacation Pay:***

Vacation pay is expensed when paid. Accrual of vacation pay as earned would not have a material effect on the financial statements.

***Marketing Costs:***

The Company participates in various advertising and marketing programs. All costs related to marketing and advertising the Company's products are expensed in the period incurred. Advertising costs charged to operations was \$16,746 (2009) and \$20,458 (2008).

***Income Taxes:***

The Company is a Limited Liability Company for Federal and state income tax purposes. As such, income or losses of the Company are passed through to shareholders and taxed at the individual level. The Company is, however, still required to pay municipal income taxes.

***Accounting for Uncertainty in Income Taxes:***

During 2009, the Company adopted the provisions of "Accounting for Uncertainty in Income Taxes" which prescribes a recognition threshold and a measurement attribute for the financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. For those benefits to be recognized, a tax position must be more-likely-than-not to be sustained upon examination by taxing authorities. The amount recognized is measured as the amount of benefit that is greater than 50% likely of being realized upon ultimate settlement.

The Company recognizes interest and penalties accrued related to unrecognized tax uncertainties in income tax expense.

As a result of the implementation of this standard, the Company determined that there are no material uncertain tax positions.

*See accountants' review report.*

NOTES TO FINANCIAL STATEMENTS

EASTON TELECOM SERVICES, LLC.

**1 Summary of Significant Accounting Policies, Continued**

***Subsequent Events:***

Management evaluates events occurring subsequent to the date of the financial statements in determining the accounting for and disclosure of transactions and events that affect the financial statements.

Subsequent events have been evaluated through February 22, 2010, which is the date the financial statements were available to be issued.

**2 Line-of-Credit**

The Company has a line-of-credit which allows for borrowings up to \$1,250,000. Interest is charged at prime plus 2% per annum. Borrowings at December 31, 2009, amounted to \$545,159. This loan is personally guaranteed by the Company's two members. The rate charged at December 31, 2009, was 5.25%.

**3 Leases**

The Company has a lease agreement involving office facilities. The lease expired in 2009. In addition, the Company maintains operating leases for various office equipment and a vehicle.

The Company is currently pursuing a lease extension for the office facilities.

Rent expense was \$85,152 (2009) and \$87,267 (2008).

**4 Retirement Plan**

In 2003, the Company adopted a 401(k) Profit Sharing Plan covering substantially all employees. The Company must contribute a minimum of 3% of eligible employees wages. Additional profit sharing contributions are discretionary.

Company expense for the 401(k) Plan is \$25,000 (2009) and \$27,212 (2008).

SCHEDULE OF OPERATING EXPENSES

EASTON TELECOM SERVICES, LLC.

	Year Ended December 31	
	<u>2009</u>	<u>2008</u>
Salaries	\$ 886,646	\$ 1,012,720
Professional fees	79,517	149,017
Rent	85,152	87,267
Payroll taxes	68,638	79,090
Tax compliance	60,201	53,611
Telephone	68,072	70,735
Advertising and promotions	16,746	20,458
Bank and finance company charges	137,562	107,833
Employee benefits	78,995	87,215
Office expenses	37,059	33,239
Bad debt expense	12,000	11,000
Annual registrations, license fees	79,714	94,258
Travel and auto	18,722	29,778
Amortization	735	735
Consulting	5,533	-
Miscellaneous	1,950	12,618
Dues and subscriptions	8,645	6,998
Meals and entertainment	16,353	17,227
Utilities	8,109	9,906
Depreciation	5,059	7,239
Regulatory fees	2,260	1,839
Insurance	1,396	275
Employee commissions	-	318
Seminars and conferences	8,624	9,064
Donations	2,381	1,555
401(k) expense	25,000	27,212
	<u>\$ 1,715,069</u>	<u>\$ 1,931,207</u>
Total Operating Expenses	\$ 1,715,069	\$ 1,931,207

See accountants' review report.

**EXHIBIT E**

**Tariff**

**SOUTH DAKOTA TELECOMMUNICATIONS TARIFF**

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services within the State of South Dakota by Easton Telecom Services, L.L.C. ("Company"). This Tariff is on file with the South Dakota Public Utilities Commission, and copies may also be inspected, during normal business hours, at the following location: Summit II, 3046 Brecksville Road, Richfield, OH 44286.

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
Summit II – Unit A  
3046 Brecksville Road  
Richfield, OH 44286

CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	22	Original
2	Original	23	Original
3	Original	24	Original
4	Original	25	Original
5	Original	26	Original
6	Original	27	Original
7	Original	28	Original
8	Original	29	Original
9	Original	30	Original
10	Original	31	Original
11	Original	32	Original
12	Original	33	Original
13	Original	34	Original
14	Original	35	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		

\* New or Revised Sheets

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
 Easton Telecom Services, L.L.C.  
 Summit II – Unit A  
 3046 Brecksville Road  
 Richfield, OH 44286



CONCURRING, CONNECTING AND OTHER PARTICIPATING CARRIERS

CONCURRING CARRIERS:

No Concurring Carriers

CONNECTING CARRIERS:

No Connecting Carriers

OTHER PARTICIPATING CARRIERS:

No Participating Carriers

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
Summit II – Unit A  
3046 Brecksville Road  
Richfield, OH 44286

TARIFF FORMAT

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

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

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).l.
- 2.1.1.A.1.(a).l.(i).
- 2.1.1.A.1.(a).l.(i).(1).

Check Sheets - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the pages contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision, all revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it. The Tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
Summit II – Unit A  
3046 Brecksville Road  
Richfield, OH 44286

APPLICABILITY

This Tariff contains the Service offerings, rates, terms and conditions applicable to the furnishing of intrastate interexchange telecommunications services within the State of South Dakota by Easton Telecom Services, L.L.C. ("Company").

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
Summit II – Unit A  
3046 Brecksville Road  
Richfield, OH 44286

EXPLANATION OF SYMBOLS

- (D) To signify discontinued material
- (I) To signify a rate or charge increase
- (M) To signify material relocated without change in text or rate
- (N) To signify new material
- (R) To signify a reduction
- (T) To signify a change in text but no change in rate or regulation

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
Summit II – Unit A  
3046 Brecksville Road  
Richfield, OH 44286

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
Summit II – Unit A  
3046 Brecksville Road  
Richfield, OH 44286

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
Summit II – Unit A  
3046 Brecksville Road  
Richfield, OH 44286

1. TECHNICAL TERMS AND ABBREVIATIONS

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

Access Coordination

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

Administrative Change

A change in Customer billing address or contact name.

Alternate Access

Alternate Access is a form of Local Access except that the provider of the Service is an entity, other than the Local Exchange Carrier, authorized or permitted to provide such Service. The charges for Alternate Access may be subject to private agreement rather than published or special tariff if permitted by applicable governmental rules.

Application for Service

A standard Company order form that includes all pertinent billing, technical and other descriptive information which will enable the Company to provide a communication Service as required.

ASR

ASR (Access Service Request) means an order placed with a Local Access Provider for Local Access.

Authorized User

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

Bandwidth

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

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Issued: July 12, 2010

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Summit II – Unit A  
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Richfield, OH 44286

Bill Date

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

Call

A completed connection between the Calling and Called Stations.

Called Station

The telephone number called.

Calling Station

The telephone number from which a Call originates.

Cancellation of Order

A Customer initiated request to discontinue processing a Service order, either in part or in its entirety, prior to its completion. Cancellation charges will be assessed for each Circuit-end or Dedicated Access line canceled from an order prior to its completion by the Company, under the following circumstances: (1) if the LEC has confirmed in writing to the Company that the Circuit-end or Dedicated Access line will be installed; or (2) if the Company has already submitted facilities orders to an interconnecting telephone company.

Channel or Circuit

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

Commission

South Dakota Public Utilities Commission

Company

Easton Telecom Services, L.L.C.



Company Recognized National Holidays

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

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

Customer

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

Customer Premises/Customer's Premises

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

DCS

DCS means Digital Cross-Connect System.

Dedicated Access/Special Access

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

DS-0

DS-0 means Digital Signal Level 0 Service and is a 64 Kbps signal.

DS-1

DS-1 means Digital Signal Level 1 Service and is a 1.544 Mbps signal.

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
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DS-0 with VF Access

DS-0 Service with VF Local Access facilities provides for the transmission of analog voice and/or data within 300 Hz to 3000 Hz frequency range.

DS-0 with DDS Access

DS-0 Service with DDS Access facilities provides for the transmission of digital data at speeds 2.4, 4.8, 9.6 or 56 Kbps.

Due Date

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

Expedite

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

FCC

Federal Communications Commission

Individual Case Basis (ICB)

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

Installation

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

Interexchange Service

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

Interruption

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

Kbps

Kilobits per second.

LATA (Local Access Transport Area)

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

Local Access

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

Local Access Provider

Local Access Provider means an entity providing Local Access.

Local Exchange Carrier (LEC)

The local telephone utility that provides telephone exchange services.

Mbps

Megabits per second.

Multiplexing

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

N/A

Not available.

Nonrecurring Charges

Nonrecurring Charges are one-time charges.

Payment Method

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

Physical Change

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

Point-of-Presence (POP)

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

Primary Route

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

Private Line

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

Private Line Service

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

Rate Center

A specified geographical location used for determining mileage measurements.

Recurring Charges

Recurring charges are charges that recur monthly.

Requested Service Date

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

Restore

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

Route Diversity

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

Service

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

Service Commitment Period

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

Special Promotional Offerings

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

Start of Service Date

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

Tariff

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

Transmission Speed

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

Two-Way Conversation

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

VF

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

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## 2. RULES AND REGULATIONS

### 2.1. Description and Limitations of Services

- 2.1.1. Intrastate Telecommunications Service ("Service") is the furnishing of Company communication Services contained herein between specified locations under the terms of this Tariff.
- 2.1.2. Any member of the general public (including any natural person or legally organized entity such as a corporation, partnership, or governmental body) is entitled to obtain Service under this Tariff, provided that the Company reserves the right to deny Service: (A) to any Customer that, in the Company's reasonable opinion, presents an undue risk of nonpayment, (B) in circumstances in which the Company has reason to believe that the use of the Service would violate the provisions of this Tariff or any applicable law or if any applicable law restricts or prohibits provision of the Service, or (C) if insufficient facilities are available to provide the Service (in such cases Company shall make best efforts to accommodate the needs of all potential Customers by means of facility improvements or purchases, of capacity, if such efforts will, in the Company's opinion, provide the Company with a reasonable return on its expenditures), but only for so long as such unavailability exists.
- 2.1.3. Company, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for Service requirements, such as special routing, Diversity, Alternate Access, or circuit conditioning.
- 2.1.4. Service is offered in equal access exchanges subject to the availability of facilities and the provisions of this Tariff. Company reserves the right to refuse to provide Service to or from any location where the necessary facilities and/or equipment are not available.
- 2.1.5. Service may be discontinued after five business days written notice to the Customer if:
- 2.1.5.A. the Customer is using the Service in violation of this Tariff; or
- 2.1.5.B. the Customer is using the Service in violation of the law or Commission regulation.
- 2.1.6. Service begins on the date that billing becomes effective and is provided on the basis of a minimum period of at least one month, 24 hours per day. For the purposes of computing charges in this Tariff, a month is considered to have 30 days.

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- 2.1.7. Service will be provided until canceled, by the Customer on not less than thirty (30) days' written notice from the date of postmark on the letter giving notice of cancellation.
- 2.1.8. Nothing herein, or in any other provision of this Tariff, or in any marketing materials issued by the Company shall give any person any ownership, interest, or proprietary right in any code or 800 number issued by the Company to its Customers.
- 2.1.9. The Company reserves the right to discontinue furnishing Services or billing options, upon written notice, when necessitated by conditions beyond its control. Conditions beyond the Company's control include, but are not limited to, a Customer's having Call volume or a calling pattern that results, or may result, in network blockage or other Service degradation which adversely affects Service to the calling party, the Customer, or other Customers of the Company.
- 2.1.10. Except as otherwise provided in this Tariff or as specified in writing by the party entitled to receive Service, notice may be given orally or in writing to the persons whose names and business addresses appear on the executed Service order and the effective date of any notice shall be the date of delivery of such notice, not the date of mailing. By written notice, Company or Customer may change the party to receive notice and/or the address to which such notice is to be delivered. In the event no Customer or Company address is provided in the executed Service order, notice shall be given to the last known business address of Customer or, as appropriate.

## 2.2. Other Terms and Conditions

- 2.2.1. The name(s) of the Customer(s) desiring to use the Service must be stipulated in the Application for Service.
- 2.2.2. The Customer agrees to operate the Company provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void the Company liability for interruption of Service and may make Customer responsible for damage to equipment pursuant to Section 2.2.3 below.
- 2.2.3. Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the Service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.
- 2.2.4. A Customer shall not use any service-mark or trademark of the Company or refer to the Company in connection with any product, equipment, promotion,

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or publication of the Customer without prior written approval of the Company.

- 2.2.5. In the event suit is brought or any attorney is retained by the Company to enforce the terms of this Tariff, the Company shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court costs, costs of investigation and other related expenses incurred in connection therewith.
- 2.2.6. The provision of Service will not create a partnership or joint venture between the Company and the Customer nor result in joint Service offerings to their respective Customers.
- 2.2.7. The rate or volume discount level applicable to a Customer for a particular Service or Services shall be the rate or volume discount level in effect at the beginning of the monthly billing period applicable to the Customer for the particular Service or Services. When a Service is subject to a minimum monthly charge, account charge, port charge or other recurring charge or Nonrecurring Charge for both intrastate and interstate Service, only one such charge shall apply per account and that charge shall be the interstate charge.
- 2.2.8. Service requested by Customer and to be provided pursuant to this Tariff shall be requested on Company Service Order forms in effect from time to time or Customer's forms accepted in writing by an authorized headquarters representative of the Company (collectively referred to as "Service Orders").
- 2.2.9. If an entity other than the company (e.g., another carrier or a supplier) imposes charges on the Company in connection with a Service that entity's charges will be passed through to the Customer also.
- 2.2.10. The Service Commitment Period for any Service shall be established by the Service Order relevant thereto and commence on the Start of Service Date. Upon expiration, each Service Commitment Period for such Service shall automatically be extended subject to written notice of termination by either Company or Customer as of a date not less than thirty (30) days after delivery of said notice to the other. The charges for Interexchange Service during any such extension shall not exceed the then current Company month-to-month charges applicable to such Service.

### 2.3. Liability

- 2.3.1. Except as provided otherwise in this Tariff, the Company shall not be liable to Customer or any other person, firm or entity for any failure of performance hereunder if such failure is due to any cause or causes beyond the reasonable control of the Company. Such causes shall include, without limitation, acts of God, fire, explosion, vandalism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or of any other government or of any civil or military authority, national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, or preemption of existing Services to restore service in compliance with Part 64, Subpart D, Appendix A, of the FCC's Rules and Regulations.
- 2.3.2. The Company is not liable for any act or omission of any other company or companies (including any Company affiliate that is a participating or concurring carrier) furnishing a portion of the Service or facilities, equipment, or Services associated with such Service.
- 2.3.3. The Customer is responsible for taking all necessary legal steps for interconnecting the Customer provided terminal equipment with the Company facilities. The Customer shall ensure that the signals emitted into the Company's network do not damage Company equipment, injure personnel or degrade Service to other Customers. The Customer is responsible for securing all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. In addition, the customer shall comply with applicable LEC signal power limitations.
- 2.3.4. The Company may rely on Local Exchange Carriers or other third parties for the performance of other Services such as Local Access. Upon Customer request and execution and delivery of appropriate authorizing documents, the Company may act as agent for Customer in obtaining such other Services. Customer's liability for charges hereunder shall not be reduced by untimely Installation or non-operation of Customer provided facilities and equipment.
- 2.3.5. The failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, the waiver of any term or conditions herein, or the granting of an extension of time for performance by the Company or the Customer shall not constitute the permanent waiver of any term or condition herein. Each of the provisions shall remain at all times in full force and effect until modified in writing.

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- 2.3.6. In the event parties other than Customer (e.g., Customer's customers) shall have use of the Service directly or indirectly through Customer, then Customer agrees to forever indemnify and hold Company and any affiliated or unaffiliated third-party, third-party provider or operator of facilities employed in provision of the Service harmless from and against any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted by said parties arising out of or relating to any Defects.
- 2.3.7. In the event that Company is required to perform a Circuit redesign due to inaccurate information provided by the Customer; or, circumstances in which such costs and expenses are caused by the Customer or reasonably incurred by the Company for the benefit of the Customer, the Customer is responsible for the payment of all such charges.

2.4. Cancellation of Service by a Customer

- 2.4.1. If a Customer cancels a Service Order before the Service begins, before completion of the Minimum Period, or before completion of some other period mutually agreed upon by the Customer and the Company, a charge will be levied upon the Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Customer by the Company and not fully reimbursed by Installation and monthly charges. If, based on a Service order by a Customer, any construction has either begun or been completed, but no Services provided, the nonrecoverable costs of such construction shall be borne by the Customer.
- 2.4.2. Upon thirty (30) days' prior written notice, either Customer or Company shall have the right, without cancellation charge or other liability, to cancel the affected portion of the Service, if the Company is prohibited by governmental authority from furnishing said portion, or if any material rate or term contained herein and relevant to the affected Service is substantially changed by order of the highest court of competent jurisdiction to which the matter is appeal, the Federal Communications Commission, or other local, state or federal government authority.

2.5. Cancellation for Cause by the Company

- 2.5.1. Upon nonpayment of any sum owing to the Company, or upon a violation of any of the provisions governing the furnishing of Service under this Tariff, the Company may, upon five business days written notification to the Customer, except in extreme cases, without incurring any liability, immediately discontinue the furnishing of such Service. The written notice may be separate and apart from the regular monthly bill for service. Customer shall be deemed to have canceled Service as of the date of such disconnection and shall be liable for any cancellation charges set forth in this Tariff.

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Issued: July 12, 2010

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2.5.2. Without incurring any liability, the Company may discontinue the furnishing of Service(s) to a Customer upon five business days written notice if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or Services under the following circumstances, except under extreme cases where the customer may be disconnected immediately and without notice:

2.5.2.A. if the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of common carrier communications Services or its planned use of Service(s);

2.5.2.B. if the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Customer communications Services, or its planned use of the Company Service(s);

2.5.2.C. if the Customer states that it will not comply with a request of the Company for reasonable security for the payment for Service(s);

2.5.2.D. if the Customer has been given five business days written notice in a separate mailing by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's communications Services to which the Customer either subscribes or had subscribed or used;

2.5.2.E. in the event of unauthorized use.

2.5.2.F. Following the disconnection of service for any of these reasons, the Company or the local exchange utility acting as Company agent, will notify the telephone user/customer that service was disconnected and why. The notice will include all reasons for the disconnection and will include a toll-free number where an end user/customer can obtain additional information. Notice shall be deemed given upon deposit, postage prepaid, in the U.S. Mail to the end user's/customer's last known address and in compliance with the Commission's rules.

2.5.3. The discontinuance of Service(s) by the Company pursuant to this Section does not relieve the Customer of any obligations to pay the Company for charges due and owing for Service(s) furnished up to the time of discontinuance. The remedies set forth herein shall not be exclusive and the Company shall at all times be entitled to all rights available to it under either law or equity.

2.6. Credit Allowance

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Issued: July 12, 2010

Effective:

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- 2.6.1. Credit allowance for the interruption of Service is subject to the general liability provisions set forth in this Tariff. Customers shall receive no credit allowance for the interruption of service that is due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer. The Customer should notify the Company when the Customer is aware of any interruption in Service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission within Customer's control, or is not in wiring or equipment, if any, furnished by the Customer in connection with the Company's Services.
- 2.6.2. No credit is allowed in the event service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3. No credit shall be allowed:
- 2.6.3.A. For failure of services or facilities of Customer; or
- 2.6.3.B. For failure of services or equipment caused by the negligence or willful acts of Customer.
- 2.6.4. Credit for an interruption shall commence after Customer notifies Company of the interruption and ceases when services have been restored.
- 2.6.5. Credits are applicable only to that portion of Service interrupted.
- 2.6.6. For purposes of credit computation, every month shall be considered to have 720 hours.
- 2.6.7. No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.8. The Customer shall be credited for an interruption of two hours or more at a rate of 1/720th of the monthly recurring charge for the service affected for each hour or major fraction thereof that the interruption continues. Calculations of the credit shall be made in accordance with the following formula.

Credit Formula:

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

"A" = outage time in hours

"B" = total monthly charge for affected facility

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2.7. Use of Service

- 2.7.1 The Services offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. There are no restrictions on sharing or resale of Services. However, the Customer remains liable for all obligations under this Tariff notwithstanding such sharing or resale and regardless of the Company's knowledge of same. The Company shall have no liability to any person or entity other than the Customer and only as set forth in Section 2.3. The Customer shall not use nor permit others to use the Service in a manner that could interfere with Services provided to others or that could harm the facilities of the Company or others.
- 2.7.2. Service furnished by the Company may be arranged for joint use or authorized use. The joint user or Authorized User shall be permitted to use such Service in the same manner as the Customer, but subject to the following:
- 2.7.2.A. One joint user or Authorized User must be designated as the Customer.
- 2.7.2.B. All charges for the Service will be computed as if the Service were to be billed to one Customer. The joint user or Authorized User that has been designated as the Customer will be billed for all components of the Service and will be responsible for all payments to the Company. In the event that the designated Customer fails to pay the Company, each joint user or Authorized User shall be liable to the Company for all charges incurred as a result of its use of the Company's Service.
- 2.7.3. In addition to the other provisions in this Tariff, Customers reselling Company Services shall be responsible for all interaction and interface with their own subscribers or customers. The provision of the Service will not create a partnership or joint venture between Company and Customer nor result in a joint communications Service offering to the Customers of either the Company or the Customer.
- 2.7.4. Service furnished by the Company shall not be used for any unlawful or fraudulent purposes.
- 2.7.5. The Customer will be billed directly by the LEC for certain Dedicated Access arrangements selected by the Customer for the provisioning of direct access arrangements. In those instances where the Company at the Customer's request may act as agent in the ordering of such arrangements, the Company will bill the Customer Local Access charges.

**2.8. Payment Arrangements**

- 2.8.1. The Customer is responsible for payment of all charges for Services furnished to the Customer or its joint or Authorized Users. This responsibility is not changed due to any use, misuse, or abuse of the Customer's Service or Customer provided equipment by third parties, the Customer's employees, or the public.
- 2.8.2. The Company's bills are due upon receipt. Amounts not paid within 30 days from the Bill Date of the invoice will be considered past due. Customers will be assessed a late fee on past due amounts in the amount not to exceed the maximum lawful rate under applicable state law. If a Customer presents an undue risk of nonpayment at any time, the Company may require that Customer to pay its bills within a specified number of days and to make such payments in cash or the equivalent of cash.
- 2.8.3. In determining whether a Customer presents an undue risk of nonpayment, the Company shall consider the following factors: (A) the Customer's payment history (if any) with the Company and its affiliates, (B) Customer's ability to demonstrate adequate ability to pay for the Service, (C) credit and related information provided by Customer, lawfully obtained from third parties or publicly available, and (D) information relating to Customer's management, owners and affiliates (if any).
- 2.8.4. Disputes with respect to charges must be presented to the Company in writing within 180 days from the date the invoice is rendered or such invoice will be deemed to be correct and binding on the Customer. While the charge is in dispute, the customer shall only be required to pay the undisputed portion in full.
- 2.8.5. If a LEC has established or establishes a Special Access surcharge, the Company will bill the surcharge beginning on the effective date of such surcharge for Special Access arrangements presently in Service. The Company will cease billing the Special Access surcharge upon receipt of an Exemption Certificate or if the surcharge is removed by the LEC.
- 2.8.6. In the event the Company incurs fees or expenses, including attorney's fees, in collecting, or attempting to collect, any charges owed the Company, the Customer will be liable to the Company for the payment of all such fees and expenses reasonably incurred.
- 2.8.7. Company will not require deposits or advance payments by Customers for Services.

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2.9. Assignment

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

2.10. Tax and Fee Adjustments

2.10.1. 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.

2.10.2. If at any future time a municipality acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such municipality. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

2.10.3. If at any future time a county or other local taxing authority acquires the legal right to impose an occupation tax, license tax, permit fee, franchise fee or other similar charge upon the Carrier, and imposes the same by ordinance or otherwise, such taxes, fees or charges shall be billed to the end users receiving service within the territorial limits of such county or other taxing authority. Such billing shall allocate the tax, fee or charge among end users uniformly on the basis of each end user's monthly charges for the types of service made subject to such tax, fee or charge.

2.10.4. When utility or telecommunications assessments, franchise fees, or privilege, license, occupational, excise, or other similar taxes or fees, based on interstate or intrastate receipts are imposed by certain taxing jurisdictions upon the Company or upon local exchange companies and passed on to the Company through or with interstate or intrastate access charges, the amounts of such taxes or fees will be billed to Customers in such a taxing jurisdiction on a prorated basis. The amount of charge that is prorated to each Customer's bill is determined by the interstate or intrastate telecommunications service provided to and billed to an end user/customer service location in such a taxing jurisdiction with the aggregate of such charges equal to the amount of the tax or fee imposed upon or passed on to the Company.

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

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

2.11. Method for Calculation of Airline Mileage

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

$$\text{the square root of: } \frac{(V1-V2)^2 + (H1-H2)^2}{10}$$

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

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

$$\text{the square root of: } \frac{(5004-5987)^2 + (1406-3424)^2}{10}$$

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

2.12. Time of Day Rate Periods

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

The rates shown in Section 4 apply as follows:

DAY: From 8:01 AM to 5:00 PM Monday - Friday  
EVENING: From 5:01 PM to 11:00 PM Monday - Friday and Sunday  
NIGHT/  
WEEKEND: From 11:01 PM to 8:00 AM Everyday  
From 8:01 AM to 11:00 PM Saturday  
From 8:01 AM to 5:00 PM Sunday

2.13. Special Customer Arrangements

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

2.14. Inspection

2.14.1. The Company may, upon notice, make such tests and inspections as may be necessary to determine that the requirements of this Tariff are being complied with in the Installation, operation or maintenance of Customer or the Company equipment. The Company may interrupt the Service at any time, without penalty to the Company, should Customer violate any provision herein.

2.15. Customer Inquires and Complaints

2.15.1. Customers may direct inquiries and complaints to the Company or the Commission by using the address and toll free number set forth below:

Easton Telecom Services, L.L.C.	South Dakota Public Utilities Commission
Summit II	State Capitol Building
3046 Brecksville Road	500 East Capitol Avenue
Richfield, OH 44286	Pierre, SD 57501
(888) 742-8122	(800) 332-1782
	TTY Through Relay S. Dakota (800) 877-1113

### 3. DESCRIPTION OF SERVICES

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

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

#### 3.2. Switched Inbound Service

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

#### 3.3. Switched Outbound Service

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

#### 3.4. Calling Card Service

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

#### 3.5. Timing of Calls

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

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

#### 3.6. Minimum Call Completion Rate

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

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Issued: July 12, 2010

Effective:

Issued by: Robert Mocas, President  
Easton Telecom Services, L.L.C.  
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3046 Brecksville Road  
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4. RATES AND CHARGES

4.1. Usage Rates

4.1.1. The following are the per minute usage charges which apply to all calls. These charges are in addition to the Recurring Charges and Non-recurring Charges referred to herein on Page 34 in Paragraphs 4.5 and 4.6, respectively.

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Effective:

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4.2. Switched Inbound Usage Rates

BUSINESS DAY  
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0417	0.0.0139

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4.3. Switched Outbound Usage Rates

BUSINESS DAY  
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0417	0.0139

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4.4. Calling Card Usage Rates

BUSINESS DAY  
EVENING/NIGHT/WEEKEND

Mileage	Initial 18 Seconds	Additional 6 Seconds
All	0.0750	0.0250

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4.5. Recurring Charges

4.5.1. Customers will incur the following monthly Recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$10.00	\$10.00
Authorization Code change/add/delete	\$5.00	\$5.00
Monthly Recurring Charge Per T-1	\$2,000.00	\$2,000.00
Monthly Billing Charge	\$20.00	\$20.00

4.6. Non-recurring Charges

4.6.1. Customers will incur the following Non-recurring Charges:

	<u>SWITCHED ACCESS</u>	<u>DEDICATED ACCESS</u>
Per 800 Number	\$5.00	\$5.00
Accounting Codes (non-verified)	\$5.00	\$5.00
Authorization Codes/BTN (verified)	\$5.00	\$5.00
Authorization Code change/add/delete	\$0.00	\$0.00
Set and Installation Charge	\$1,500.00	\$1,500.00

4.7. Special Promotional Offering

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

4.8. Emergency Calls

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

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4.9. Payphone Use Service Charge

- 4.9.1. A Payphone Use Service Charge applies to each completed interLATA and intraLATA non-sent paid message made over a pay phone owned by a utility or Customer Owned Pay Telephone (COPT) Service. This includes calling card service, collect calls, calls billed to a third number, completed calls to Directory Assistance and Prepaid Card Service calls. This charge is collected on behalf of the pay phone owner. All Customers will pay the Company a per call service charge of \$0.26.

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