STATE OF SOUTH CAROLINA

(Caption of Case)

Application of Total Holdings, Inc. d/b/a GTC Communications for a Certificate of Public Convenience and Necessity to Provide Interexchange Telecommunications Services Throughout the State of of South Carolina and for Alternative Regulation

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

COVER SHEET

DOCKET NUMBER: 2008 - ____ - C

(Please type or print)
Submitted by: John J. Pringle, Jr.

Address: Ellis, Lawhorne & Sims, PA
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NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

☐ **Emergency Relief demanded in petition**

☐ **Request for item to be placed on Commission's Agenda expeditiously**

☐ **Other:**

INDUSTRY (Check one)	NATURE OF ACTION (Check all that apply)		
☐ Electric	☐ Affidavit	☐ Letter	☐ Request
☐ Electric/Gas	☐ Agreement	☐ Memorandum	☐ Request for Certification
☐ Electric/Telecommunications	☐ Answer	☐ Motion	☐ Request for Investigation
☐ Electric/Water	☐ Appellate Review	☐ Objection	☐ Resale Agreement
☐ Electric/Water/Telecom.	☒ Application	☐ Petition	☐ Resale Amendment
☐ Electric/Water/Sewer	☐ Brief	☐ Petition for Reconsideration	☐ Reservation Letter
☐ Gas	☐ Certificate	☐ Petition for Rulemaking	☐ Response
☐ Railroad	☐ Comments	☐ Petition for Rule to Show Cause	☐ Response to Discovery
☐ Sewer	☐ Complaint	☐ Petition to Intervene	☐ Return to Petition
☒ Telecommunications	☐ Consent Order	☐ Petition to Intervene Out of Time	☐ Stipulation
☐ Transportation	☐ Discovery	☐ Prefiled Testimony	☐ Subpoena
☐ Water	☐ Exhibit	☐ Promotion	☐ Tariff
☐ Water/Sewer	☐ Expedited Consideration	☐ Proposed Order	☐ Other:
☐ Administrative Matter	☐ Interconnection Agreement	☐ Protest	
☐ Other:	☐ Interconnection Amendment	☐ Publisher's Affidavit	
	☐ Late-Filed Exhibit	☐ Report	

Print Form Reset Form

ELLIS : LAWHORNE

John J. Pringle, Jr.
Direct dial: 803/343-1270
jpringle@ellislawhorne.com

December 4, 2008

FILED ELECTRONICALLY
The Honorable Charles L.A. Terreni
Chief Clerk
South Carolina Public Service Commission
Post Office Drawer 11649
Columbia, South Carolina 29211

RE: Application of Total Holdings, Inc. d/b/a GTC Communications for a Certificate of Public Convenience and Necessity to Provide Interexchange Telecommunications Services Throughout the State of of South Carolina and for Alternative Regulation
Docket No. 2008-____-C, Our File No. 1761-11619

Dear Mr. Terreni:

Enclosed is the **Application** filed on behalf of Total Holdings, Inc. d/b/a GTC Communications in the above-referenced matter.

If you have any questions or need additional information, please do not hesitate to contact me.

Very truly yours,

John J. Pringle Jr. by CR

John J. Pringle, Jr.

JJP/cr
cc: Office of Regulatory Staff Legal Department (via electronic mail service)
Nathaniel Law, Esquire (via electronic mail service)
Enclosures

BEFORE THE SOUTH CAROLINA
PUBLIC SERVICE COMISSION

In the Matter of the Application of	)	
	)	
Total Holdings, Inc. d/b/a GTC Communications	)	
	)	
To Provide Resold Interexchange	)	Docket No. _____
Telecommunications Services	)	
Throughout the State of South Carolina and for	)	
Alternative Regulation	)	
	)	

APPLICATION AND REQUEST FOR AUTHORITY

Total Holdings, Inc. d/b/a GTC Communications ("Applicant"), by its attorney, and pursuant to the South Carolina Code 58-9-280 and the rules and regulations of the South Carolina Public Service Commission ("Commission"), hereby submits its Application for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services on a statewide basis. Applicant requests that its interexchange services be subject to alternative regulation, in accordance with procedures established for alternative regulation in Order Nos. 95-1734 and 96-55 issued in Docket No. 95-661-C.

The Applicant submits the following information in support f its request:

I. DESCRIPTION OF THE APPLICANT

1. Applicant's legal name is Total Holdings, Inc. Applicant is a corporation organized under the laws of the State of California. A copy of Applicant's Articles of Incorporation is attached hereto as **Exhibit 1**. Applicant intends to do business under the trade name "GTC Communications" in the State of South Carolina. A copy of Applicant's Certificate of Authority to Transact Business in South Carolina is attached as **Exhibit 2**.

2. Applicant's principal place of business and telephone number:

Total Holdings, Inc.
707 Wilshire Boulevard, 12th Floor
Los Angeles, California 90017
Telephone: 213-995-9700
Facsimile: 213-995-9710

3. Correspondence concerning this Application should be directed to:

Nathaniel Law, Corporate Counsel
Total Holdings, Inc.
707 Wilshire Boulevard, 12th Floor
Los Angeles, California 90017
Tel. (213) 995-9700
Fax: (213) 995-9710
nathaniell@totalcallusa.com

with a copy to Applicant's local counsel:

John J. Pringle, Jr.
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Post Office Box 2285
Columbia, South Carolina 29202
Tel: (803) 343-1270
Fax: (803) 799-8479
jpringle@ellislawhorne.com

4. Questions concerning the ongoing operations of Applicant following certification should be directed: to:

Nathaniel Law, Corporate Counsel
Total Holdings, Inc.
707 Wilshire Boulevard, 12th Floor
Los Angeles, California 90017
Tel. (213) 995-9700
Fax: (213) 995-9710
nathaniell@totalcallusa.com

5. Applicant's registered agent in South Carolina is:

C T Corporation System
75 Beattie Place
Greenville, South Carolina 29601

6. The following toll-free number is available for customer service inquiries: 800-486-4030

II. DESCRIPTION OF SERVICES

1. Applicant seeks authority to provide resold interexchange telecommunications to and from all points within the State of South Carolina. Therefore, Applicant seeks statewide authority. Applicant intends to provide long distance telephone services, including 1+ outbound dialing, travel cards, and 800/888 toll-free inbound services throughout the State of South Carolina.

2. Applicant is in the process of obtaining authority to provide resold interexchange service in all states with the exception of Alaska. Applicant is currently authorized to provide telecommunications services in Arkansas, Colorado, Florida, Georgia, Idaho, Indiana, Iowa, Kentucky, Michigan, Minnesota, Missouri, Montana, New Hampshire, New York, North Dakota, Ohio, Oregon, Pennsylvania (Provisional Authority), Rhode Island, Texas, Utah, Virginia, Washington, Wisconsin, and Wyoming. Applicant has applications pending in Alabama, Arizona, California, Connecticut, Delaware, Hawaii, Illinois, Kansas, Louisiana, Maryland, Massachusetts, Nebraska, Nevada, New Mexico, North Carolina, Oklahoma, South Dakota, Vermont, and West Virginia. Applicant has not been denied authority to provide telecommunications services in any state, nor has any state revoked the authority of Applicant to operate therein.

III. FINANCIAL, MANAGERIAL AND TECHNICAL QUALIFICATIONS

1. Applicant is financially, technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina.

2. Applicant is technically and managerially qualified to operate and manage its proposed telecommunications operations in South Carolina. The key management personnel of Applicant has over 25 years experience in the telecommunications industry and is well equipped to manage and ensure that Applicant's technical operations will meet the standards for service quality

and reliability. Descriptions of the technical and managerial experience of Applicant's key management personnel are attached hereto as **Exhibit 3.**

3. Applicant's key management personnel are as follows:

Mark Leafstedt, CEO, Treasurer and Director
Danny Ing, President, Secretary, and Director
Heather Hall, Vice President of Operations

Each member of the management team can be reached at Applicant's principal place of business.

4. Applicant is financially qualified to operate and manage its proposed telecommunications operations in South Carolina. To demonstrate financial qualifications, Applicant attached hereto as **Exhibit 4** its Balance Sheet and Income Statement for the quarter ended September 30, 2008.

IV. REGULATORY COMPLIANCE AND WAIVER REQUESTS

1. Attached hereto as **Exhibit 5** is a copy of Applicant's proposed initial tariff containing rates, terms, and conditions for the services proposed herein.

2. Applicant will market its services by direct marketing and sales. Applicant does not currently have promotional materials to be used in South Carolina.

3. Applicant asserts its willingness and ability to comply with all the rules and regulations that the Commission may lawfully impose upon Applicant's provision of service contemplated by this application.

4. Applicant requests a waiver of 26 S.C. Code Ann. Regs. 103-610, which requires books and records to be kept in the State of South Carolina. Applicant's activities in the state of South Carolina will be managed from its principal place of business in California. Requiring Applicant to maintain its books and records in the State of South Carolina would place an undue financial burden on Applicant as it competes with other carriers that maintain their books and records outside the State of South Carolina. Applicant agrees to produce any records at the Commission's

office or the Office of Regulatory Staff ("ORS") in South Carolina or to bear the expense of Commission or ORS staff to examine the books and records located outside of South Carolina.

5. Applicant requests that it be exempt from any record keeping rules or regulations that might require a carrier to maintain its financial records in conformance with the Uniform System of Accounts as Applicant's system of accounting conforms to General Accepted Accounting Principles.

6. Applicant request that its interexchange service offerings be regulated in accordance with procedures established for alternative regulation in order Nos. 95-1734 and 96-55 in Docket No. 95-661-C

7. Applicant reserves the right to seek any regulatory waivers that may be required for Applicant to compete effectively in the South Carolina telecommunications market.

V. PUBLIC INTEREST CONSIDERATIONS

Applicant's proposed services in the proposed market areas will provide public benefit by providing users of telecommunications services with a greater range of competitive choices. In addition, the increase in competition among carriers will create incentives for lower prices, more innovative services, and more responsive customer service. Increased competition will drive telecommunications prices down, which benefits South Carolina consumers.

VI. CONCLUSION

For the reasons stated above, Applicant respectfully submits that the public interest convenience, and necessity would be furthered by a grant of this Application for the authority to provide resold interexchange telecommunications services, Also, Applicant requests that the Commission grant the waivers requested in this Application.

WHEREFORE, Total Holdings, Inc. d/b/a GTC Communications respectfully requests that the South Carolina Public Service Commission grant it the authority to provide resold interexchange telecommunications services in the State of South Carolina, grant alternative regulation as requested herein, and grant such other relief as is just and proper.

Respectfully submitted, this 4th day of December, 2008

John J. Pringle Jr. by CR

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and

Nathaniel Law, Corporate Counsel
CA SBN# 254425
Total Holdings, Inc.
707 Wilshire Boulevard 12th Floor
Los Angeles, CA 90017
Telephone: (213) 995-9700
Facsimile: (213) 995-9710
nathaniell@totalcallusa.com

Its Attorneys

LIST OF EXHIBITS

Exhibit 1 – Articles of Incorporation

Exhibit 2 – Certificate of Authority

Exhibit 3 – Management Qualifications

Exhibit 4 – Financial Documents

Exhibit 5 – Proposed Initial Tariff

Exhibit 6 – Proposed Notice of Filing and Hearing

Exhibit 1
Articles of Incorporation

See attached

3088736

State of California
Secretary of State

I, DEBRA BOWEN, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 29 2008

DEBRA BOWEN
Secretary of State

3088736

ENDORSED - FILED
in the office of the Secretary of State
of the State of California

FEB 28 2008

ARTICLES OF INCORPORATION

I

The name of this Corporation is: TOTAL HOLDINGS, INC.

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Name: Mark Mitchell Geyer

Address: 23945 Calabasas Road, Suite 212,

City: Calabasas, State: CALIFORNIA Zip: 91302

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is: 1,000 shares, without par value.

Dated: 2/27/2008

Mark Leafstedt, Incorporator

OFFICE OF THE SECRETARY OF STATE

Exhibit 2
Certificate of Authority

See attached

The State of South Carolina

Office of Secretary of State Mark Hammond

Certificate of Authorization

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

TOTAL HOLDINGS, INC.,
a corporation duly organized under the laws of the state of **CALIFORNIA** and issued a certificate of authority to transact business in South Carolina on **June 27th, 2008,** has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great Seal of the State of South Carolina this 30th day of June, 2008.

Mark Hammond

Mark Hammond, Secretary of State

Note: This certificate does not contain any representation concerning fees or taxes owed by the Corporation to the South Carolina Tax Commission or whether the Corporation has filed the annual reports with the Tax Commission. If it is important to know whether the Corporation has paid all taxes due to the State of South Carolina, and has filed the annual reports, a certificate of compliance must be obtained from the Tax Commission.

Exhibit 3
Management Qualifications

Mark Leafstedt, CEO/Treasurer
Mark Leafstedt has been CEO and Treasurer of Total Holdings since its inception. Mr. Leafstedt has over 25 years of experience in service related industries and over 7 years in senior management and as a CEO. He has also held board level positions within the telecommunications industry. For 8 years, he was the Chief Operating Officer for a tradeshow management company, jointly owned by two non-profit trade associations. Leveraging his professional experience, Mr. Leafstedt enjoys working with volunteer groups and the boards of trade associations. He has been highly involved in the telecommunications industry and is an active leader, participating in many prominent telecommunications organizations. He earned his MBA from Pepperdine University.

Danny Ing, President/Secretary
Danny Ing has been President and Secretary of Total Holdings since its inception. Mr. Ing is responsible for overseeing all facets of the day-to-day operations, including the development of new lines of business. With over 8 years of experience with long distance companies as a Controller, Chief Financial Officer and Chief Operating Officer, Mr. Ing has significant experience running the back office and operations of a long distance company. He graduated from Pacific Union College with a degree in Business Administration.

Heather Hall, Vice President of Operations
Heather Hall has been Vice President of Operations of Total Holdings since its inception. Ms. Hall is responsible for the operational and financial activities and planning of the company. She has over eight (8) years of experience with long distance companies as a director of client services and program manager and as a vice president of billing and finances. As a vice president of billing and finances, she directly managed the billing, collection and account receivables for approximately 40,000 telecom customers and managed and administrated the billing software system for all telecom services. She graduated from the University of California, Irvine and has an MBA from California State University, Fullerton.

Exhibit 4
Financial Documents

See attached Balance Sheet and Income Statement.

Total Holdings, Inc.
Summary Balance Sheet
As of September 30, 2008

	Sep 30, 08
ASSETS	
Current Assets	
Cash and Equivalents	$ 315,047.27
Other Current Assets	$ 555.59
Total Current Assets	$ 315,602.86
TOTAL ASSETS	**$ 315,602.86**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	$ -
Other Current Liabilities	$ -
Total Current Liabilities	$ -
Total Liabilities	$ -
Equity	
Stockholders' Equity	$ 325,602.86
Owners' Draw	$ (10,000.00)
Total Equity	$ 315,602.86
TOTAL LIABILITIES & EQUITY	**$ 315,602.86**

Unaudited: For Discussion Purposes Only

Total Holding, Inc.
Profit & Loss
April through September 2008

	Sep 08
Income	
Management Fees	$ 484,837.08
Total Income	$ 484,837.08
Cost of Sales	
Cost of Sales	$ -
Total Cost of Sales	$ -
Gross Profit	$ 484,837.08
Sales, General and Administrative	
Sales And Marketing	$ -
Operating Expenses	$ 152,167.15
Total Expense	$ 152,167.15
Net Ordinary Income	$ 332,669.93
Other Income/Expense	
Other Expense	
Interest Expense	$ 7,067.07
Other Expense	$ -
Total Other Expense	$ 7,067.07
Net Other Income/Expense	$ (7,067.07)
EBITDA	$ 325,602.86
Depreciation and Amortization	$ -
Net Interest	$ -
Provision for Income Taxes	$ -
	$ -
Net Income	$ 325,602.86

Unaudited For Discussion Purposes Only

Exhibit 5
Proposed Initial Tariff

See attached Proposed Initial Tariff.

TITLE SHEET

SOUTH CAROLINA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by Total Holdings, Inc. d/b/a GTC Communications ("GTC"), with principal offices at 707 Wilshire Boulevard, 12th Floor, Los Angeles, California 90017. This tariff applies for services furnished within the State of South Carolina. This tariff is on file with the South Carolina Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS

1. Concurring Carriers - None

2. Connecting Carriers - None

3. Other Participating Carriers - None

CHECK SHEET

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

SHEET	*REVISION*	*SHEET*	*REVISIONS*
1	Original*	21	Original*
2	Original*	22	Original*
3	Original*	23	Original*
4	Original*	24	Original*
5	Original*	25	Original*
6	Original*	26	Original*
7	Original*		
8	Original*		
9	Original*		
10	Original*		
11	Original*		
12	Original*		
13	Original*		
14	Original*		
15	Original*		
16	Original*		
17	Original*		
18	Original*		
19	Original*		
20	Original*		

* New or Revised Sheet

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TARIFF FORMAT

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

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

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

2.
2.1
2.1.1
2.1.1.A
2.1.1.A.1
2.1.1.A.1.(a)
2.1.1.A.1.(a).I
2.1.1.A.1.(a).I.(i)
2.1.1.A.1.(a).I.(i).(1)

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

SYMBOLS

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

D - Delete or Discontinue
I - Change Resulting In An Increase to A Customer's Bill
M - Moved from Another Tariff Location
N - New
R - Change Resulting In A Reduction to A Customer's Bill
T - Change in Text or Regulation But No Change In Rate or Charge

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

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

Commission - Used throughout this tariff to mean the South Carolina Public Service Commission.

Company or GTC - Used throughout this tariff to mean Total Holdings, Inc. d/b/a GTC Communications, a California corporation.

Customer - The person, firm, corporation or other legal entity which orders the services of the Company and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

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

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

ORS – South Carolina Office of Regulatory Staff

Resp. Org - Responsible Organization or entity identified by an 800 service Customer that manages and administers records in the 800 database and management system.

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

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

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

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

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by the Company for telecommunications between points within the State of South Carolina. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. Any marketing efforts will clearly indicate to potential customers the nature of the transaction which is being offered. Materials submitted to prospective customers will clearly indicate that those customers will be changing their long distance carrier if they accept such solicitation. As a telephone utility under the regulation of the Commission, the Company does hereby assert and affirm that as a reseller of intrastate telecommunications services it shall not indulge or participate in deceptive or misleading telecommunications marketing practices to the detriment of consumers in South Carolina, and it shall comply with those marketing procedures, if any, set forth by the Commission. Additionally, the Company shall be responsible for the marketing practices of its contracted telemarketers and for their compliance with this provision. The Company understands that violation of this provision could result in a rule to show cause as to the withdrawal of its certification to complete intrastate telecommunications traffic within the State of South Carolina.

2.1.1 The services provided by the Company are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.

2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by the Company and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of the Company.

2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 <u>Use of Services</u>

2.2.1 The Company's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.

2.2.2 The use of the Company's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

2.2.3 The use of the Company's services without payment for service or attempting to avoid payment by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.

2.2.4 The Company's services are available for use 24 hours per day, seven days per week.

2.2.5 The Company does not transmit messages, but the services may be used for that purpose.

2.2.6 The Company's services may be denied for nonpayment of charges or for other violations of this tariff.

2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.

2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.

2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.

2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.

2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.

2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by the Company on the Customer's behalf.

2.4.3 If required for the provision of the Company's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to the Company and the Customer when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of the Company's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of the Company's equipment to be maintained within the range normally provided for the operation of microcomputers.

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

2.4.7 The Customer must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.

2.4.8 The Customer must pay for the loss through theft of any the Company equipment installed at Customer's premises.

2.4.9 If the Company installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 When a customer desires to have his service terminated, he must notify the telephone utility. Such notification may be oral or in writing. The telephone utility shall be allowed a reasonable period of time after the receipt of such notice to send a final bill.

2.5.2 Service may be terminated for non-payment of a bill, provided that the telephone utility has made a reasonable attempt to effect collection and has given the customer written notice that he has five days in which to make settlement on his account or have his service disconnected. Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M., unless provisions have been made to have someone available to accept payment and reconnect service;

2.5.1.A For nonpayment of any sum due the Company for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over the Company's services, or

2.5.1.D By reason of any order or decision of a court, state or federal regulatory body or other governing authority prohibiting the Company from furnishing its services. Service will be terminated only on Monday through Thursday between the hours of 8:00 A.M. and 4:00 P.M. unless provisions have been made to have someone available to accept payment and reconnect service.

2.5.2 Without incurring liability, the Company may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and the Company's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.

2.5.3 Service may be immediately suspended by the Company without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

2.5.4 Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

2.6 Credit Allowance

2.6.1 The customer may be issued credit for disputed calls. The credit issued to the customer will be equal to any surcharge, timing, or other charge billed to the customer.

2.6.2 Credit shall not be issued for unavailability of long distance services.

2.7 Restoration of Service

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

2.8 Deposit

The Company does not require deposits.

2.9 Payment and Billing

2.9.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. All of the Company's payment and billing practices, including the adjustment of customer bills, will conform with Commission rules and regulations, including Regulations 103-622 and 103-623.

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

2.9.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within the applicable statute of limitations. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such limitation period.

2.10 Collection Costs

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.11 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein. The Company may adjust its rates and charges or impose additional rates and charges on its Customer in order to recover amounts it is required by governmental or quasi-government authorities to collect from and 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.

2.12 Late Charge

A one-time late fee of 1.5% monthly or the amount otherwise authorized by law, whichever is lower, may be added to any unpaid balance brought forward from the previous month's billing date.

2.13 Returned Check Charge

A fee will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written, however, the charge may equal but not exceed the rate allowed by S.C. Code Annotated Section 34-11-70.

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Computation of Charges

3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration and time of day of the call; i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in increments as set forth in the Rates Section of this tariff. All calls are rounded up to the next whole increment.

3.1.2 Usage charges are assessed on a flat rate basis. As such, usage charges are not dependent on the distance of each call or the airline mileage between points. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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

3.2 Customer Complaints and/or Billing Disputes

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

707 Wilshire Boulevard, 12th Floor
Los Angeles, California 90017
Customer Service: 800/486-4030

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

All unresolved disputes with the Company may be filed with ORS at the following address and telephone number:

Office of Regulatory Staff
Consumer Services Division
PO Box 11263
Columbia, SC 29211
Telephone No: 803-737-5230
Toll Free No: 800-922-1531
Facsimile No: 803-737-4750

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

3.3 Level of Service

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

3.4 Billing Entity Conditions

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

3.5 Service Offerings

3.5.1 1+ Dialing

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

3.5.2 Travel Cards

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

3.5.3 800 Service (Toll-Free)

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

3.5.5 Directory Assistance.

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

3.5.6 Specialized Pricing Arrangements.

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

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to the Company, but are completed through the local network.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission and ORS of such offerings at least 14 days prior to the effective date of such offerings.

SECTION 4 - CURRENT RATES

4.1 1+ Dialing

4.1.1 Basic Plan

$0.199 per minute

A $4.95 per month service charge applies.
Billed in one-minute increments.

4.1.2 Residential Plan

Residential Plan is not available to those residential customers whose home phone line is classified as a "business", "public", or "semi-public" line. Customer may not use this service for commercial use. If the Company determines the service is not being used for individual residential service, or in any other way violates the restriction of this service, customer will be ineligible for this product, and the Company may terminate customer's account.

$0.10 per minute

A $2.00 minimum monthly billing requirement, per telephone line, applies. Customers whose monthly usage per telephone line is less than the minimum, excluding taxes and surcharges for the monthly billing period, will be billed the minimum amount.
A $1.95 per month service charge applies.
Monthly service charge waived if customer elects to pay by credit card and receive their bill online.
Billed in one-minute increments.

4.1.3 Residential Plan II

Residential Plan is not available to those residential customers whose home phone line is classified as a "business", "public", or "semi-public" line. Customer may not use this service for commercial use. If the Company determines the service is not being used for individual residential service, or in any other way violates the restriction of this service, customer will be ineligible for this product, and the Company may terminate customer's account

$0.10 per minute

A $2.00 minimum monthly billing requirement, per telephone line, applies. Customers whose monthly usage per telephone line is less than the minimum, excluding taxes and surcharges for the monthly billing period, will be billed the minimum amount.
A $1.95 per month service charge applies.
However, if customer elects to pay by credit card and paper billing, monthly service charge reduced to $0.95.
Monthly service charge waived if customer elects to pay by credit card and receive their bill online.
Billed in one-minute increments.

4.1.4 Business Plan

$0.10 per minute

A $2.00 minimum monthly billing requirement, per telephone line, applies. Customers whose monthly usage per telephone line is less than the minimum, excluding taxes and surcharges for the monthly billing period, will be billed the minimum amount.
A $4.95 per month service charge applies.
Billed in one-minute increments.

4.1.5 Business ePlan

$0.10 per minute

A $2.00 minimum monthly billing requirement, per telephone line, applies. Customers whose monthly usage per telephone line is less than the minimum, excluding taxes and surcharges for the monthly billing period, will be billed the minimum amount.
A $1.95 per month service charge applies if customer elects to pay by credit card and paper billing. Monthly service charge waived if customer elects to pay by credit card and receive their bill online.
Billed in one-minute increments.

4.2 Travel Cards

$.149 per minute

A $.25 per call service charge applies.
Billed in one-minute increments.

4.3 Toll Free

$0.10 per minute

A $10 monthly minimum usage, per toll-free number, applies. This charge will appear on the bill each month that a customer's toll-free billing, per toll-free number, is less than $10.00.
Billed in one-minute increments.

4.4 Directory Assistance

$.85 per each number requested.

4.5 Returned Check Charge

$20.00

4.7 Rate Periods

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

* To, but not including

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

4.8 Payphone Dial Around Surcharge

A dial around surcharge of $.50 per call will be added to any completed INTRAstate toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

4.9 Universal Service Fund Assessment

The Customer will be assessed a monthly Universal Service Fund Contribution charge on all telecommunications services, which in no event shall be less than the prevailing contribution percentage rate charged the Company on intrastate traffic by the Universal Service Administrative Company (or any successor) or any state agency or its administrator.

SECTION 5 - MAXIMUM RATES

5.1 1 + Dialing

$0.30 per minute

Monthly Recurring Charge – Maximum $5.00 per month

5.2 Travel Cards

$0.50 per minute

Per call service charge – $1.00

5.3 800 Service

$0.32 per minute

Monthly Recurring Charge – Maximum $10.00 per month

5.4 Prepaid Calling Cards

$0.50 per minute

Per call service charge – $1.00

Exhibit 6
Proposed Notice of Filing and Hearing

See attached

PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

DOCKETING DEPARTMENT

NOTICE OF FILING AND HEARING

DOCKET NO. 2008-___-C

Total Holdings, Inc. d/b/a GTC Communications ("Total Holdings" or "Applicant") has filed an Application with the Public Service Commission of South Carolina ("Commission") for a Certificate of Public Convenience and Necessity to provide resold interexchange telecommunications services throughout the State of South Carolina, pursuant to S.C. Code Ann. § 58-9-280.

Applicant requests that the Commission regulate its interexchange business services pursuant to the procedures described and set forth in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C, as modified by Order No. 2001-997 in Docket No. 2000-407-C.

A copy of the Application is on file in the offices of the Commission, 101 Executive Center Drive, Columbia, South Carolina 29210, the Commission's website at www.psc.sc.gov, and is available from John J. Pringle, Jr., Esquire, Ellis, Lawhorne & Sims, P.A., P.O. Box 2285, Columbia, South Carolina, 29202.

PLEASE TAKE NOTICE a hearing on the above matter has been scheduled to begin at _____ **a.m.** _____**, 2008,** before Hearing Examiner David Butler, Esquire in the Commission's Law Library at 101 Executive Center Drive, Saluda Building, Columbia, South Carolina 29210.

Any person who wishes to participate in this matter, as a party of record with the right of cross-examination, should file a Petition to Intervene in accordance with the Commission's Rules of Practice and Procedure on or before **December __, 2008,** and indicate the amount of time required for his presentation. Please include an email address for receipt of future Commission correspondence in the Petition to Intervene. ***Please refer to Docket No. 2008-___-C.***

Any person who wishes to testify and present evidence at the hearing, should notify the Docketing Department, in writing, at the address below, the Office of Regulatory Staff at Post Office Box 11263, Columbia, South Carolina 29211, and John J. Pringle, Jr., Esquire, at the above address, on or before **December __, 2008,** and indicate the amount of time required for his presentation. ***Please refer to Docket No. 2008-___-C.***

Any person who wishes to be notified of any change in the hearing, but does not wish to present testimony or be a party of record, may do so by notifying the Docketing Department, in writing, at the address below on or before **December __, 2008.** ***Please refer to Docket No. 2008-___-C.***

PLEASE TAKE NOTICE: Any person who wishes to have his or her comments considered as part of the official record of this proceeding **MUST** present such comments, in person, to the Commission during the hearing.

Persons seeking information about the Commission's Procedures should contact the Commission at (803) 896-5100.

Public Service Commission of South Carolina
Attn: Docketing Department
Post Office Drawer 11649
Columbia, South Carolina 29211

December____-08