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WASHINGTON, D.C. 20006
(202) 429-7000

ORIGINAL

WRITER'S DIRECT DIAL NUMBER
(202) 429-7070

DEPOSIT
April 21, 1998
D760

DATE
APR 22 1998
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980546-TL

VIA UPS OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Boulevard, Gerald Gunter Building
Tallahassee, FL 32399-0850

Re: *Omniplex Communications Group, LLC Transmittal No. 1*

Dear Sir or Madam:

Enclosed for filing please find an original and six (6) copies and one (1) duplicate copy of Omniplex Communications Group's, LLC ("Omniplex" or "Applicant") application for a Certificate of Public Convenience and Necessity to become a Telecommunications Service Provider ("TSP") in Florida. Omniplex requests authority to provide intrastate toll services throughout Florida. Omniplex will offer service to residential and commercial customers. An informational tariff sheet is attached as Exhibit H. The filing fee of \$250.00 is enclosed.

Please note that confidential treatment is respectfully requested of the financial information provided at Exhibit F.

Please return the duplicate copy of Omniplex's application to me in the enclosed self-addressed stamped envelope, to acknowledge your receipt of this application.

Please do not hesitate to contact me with any questions.

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.

Initials of person who forwarded check:

A.G.

Very truly yours,

John L. Bartlett

Attorney for Omniplex

RECEIVED
APR 22 AM 9 45
MAIL ROOM
SERVICES COMMISSION

DOCUMENT NO.
82526-78
04/22/98

Enclosure

This document has been placed in confidential storage pending advice from OPR staff on further handling.

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA**

**In the Matter of the Application of)
Omniplex Communications Group, LLC)
for a Certificate of Authority to Provide)
Interexchange Telecommunications Service)
within the State of Florida)**

APPLICATION FOR CERTIFICATE OF AUTHORITY

**S. Michael McKay, President/CEO
Omniplex Communications Group, LLC
LLC
743 Spirit 40 Park Drive
Suite 250
Chesterfield, MO 63005**

**John L. Bartlett, Attorney for
Omniplex Communications Group,**

**Wiley, Rein & Fielding
1776 K Street, NW
Washington, DC 20006**

1. Select what type of business your company will be conducting (check all that apply):

- () **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- () **Operator Service Provider** - company provides or plans to provide alternative operator services for EXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.
- () **Reseller** - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.
- (x) **Switchless Rebiller** - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.
- () **Multi-Location Discount Aggregator** - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers. Then offers the resold service by enrolling unaffiliated customers.
- () **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. This is an application for (check one):

Original Authority (New company).

Approval of Transfer (To another certificated company).

Approval of Assignment of existing certificate (To an uncertificated company).

Approval for transfer of control (To another certificated company).

3. Name of corporation, partnership, cooperative, joint venture or sole proprietorship:

Omniplex Communications Group, LLC

4. Name under which the applicant will do business (fictitious name, etc.):

Omniplex Communications Group, LLC

5. National address (including street name & number, post office box, city, state and zip code).

743 Spirit 40 Park Drive
Suite 250
Chesterfield, MO 63005

6. Florida address (including street name & number, post office box, city, state and zip code):

Omniplex Communications Group, LLC does not have an office in Florida.

7. Structure of organization; check which applies.

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other, _____ | |

8. If applicant is an individual or partnership, please give name, title and address of sole proprietor or partners.

Not applicable

- (a) Provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

- (b) Indicate if the individual or any of the partners have previously

been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

None

- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

Corporate charter number: M98000000167

Please see authorization attached as Exhibit E.

- (b) Name and address of the company's Florida registered agent.

Omniplex Communications Group, LLC does not have a Florida registered agent.

- (c) Provide proof of compliance with the fictitious name statute (Chapter 865.09 FS), if applicable.

Fictitious name registration number: N/A

- (d) Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

(1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.

None

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

None

10. Who will serve as liaison with the Commission in regard to (please give name, title, address and telephone number):

(a) The application;

John L. Bartlett, Attorney for Omniplex Communications Group, LLC
Wiley, Rein & Fielding
Washington, DC 20006
Phone Number: (202)429-7070

(b) Official Point of Contact for the ongoing operations of the company;

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park Drive
Suite 250
Chesterfield, MO 63005
Phone Number: (314) 519-4728

(c) Tariff;

John L. Bartlett
Same as above

(d) Complaints/Inquiries from customers;

Richard D. Petty
Address: same as above

Phone Number: (888) 642-4782

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

California, New York, Texas, Illinois, Missouri, Iowa
and Indiana.

(b) Has applications pending to be certificated as an interexchange carrier.

Louisiana, Wisconsin and Connecticut.

(c) Is certificated to operate as an interexchange carrier.

- (d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None

- (e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None

- (f) Has been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity, and the circumstances involved.

None

12. What services will the applicant offer to other certificated telephone companies: Check which applies.

- Facilities. Operators.
 Billing and Collection. Sales.
 Maintenance.
 Other: _____

13. Do you have a marketing program?
Sales will be primarily through interconnect companies who supply CPE.

14. Will your marketing program:

- Pay commissions?
 Offer sales franchises?
 Offer multi-level sales incentives?
 Offer other sales incentives?

None will be offered.

15. Explain any of the offers checked in question 14 (To whom, what amount, type of franchise, etc.).

Not applicable

16. Who will receive the bills for your service? (Check all that apply)

- | | |
|--|---|
| <input checked="" type="checkbox"/> Residential customers. | <input checked="" type="checkbox"/> Business customers. |
| <input type="checkbox"/> PATS providers. | <input type="checkbox"/> PATS station end-users. |
| <input type="checkbox"/> Hotels & motels. | <input type="checkbox"/> Hotel & motel guests. |
| <input type="checkbox"/> Universities. | <input type="checkbox"/> Univ. dormitory residents. |
| <input type="checkbox"/> Other: (specify) _____ | |

17. Please provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services, and if not who will the billed party contact to ask questions about the bill (provide name and phone number) and how is this information provided?

Yes, Omniplex Communications Group, LLC's name will appear on the bill.

(b) Name and address of the firm who will bill for your service.

Profitec, Inc.
26A Barnes Park North
Wallingford, CT 06492
(203)269-3883

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

A. Financial capability.

Regarding the showing of financial capability, the following applies:
The application should contain the applicant's financial statements for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings.

Please see Omniplex's financial statements and written explanation attached as Exhibit F. Further, a written explanation, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

NOTE: This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

B. Managerial capability.

C. Technical capability.

Please see Omniplex's explanation regarding its Managerial and Technical Capabilities attached as Exhibit G.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

Please see tariff attached as Exhibit H.

20. The applicant will provide the following interexchange carrier services
(Check all that apply):

- MTS with distance sensitive per minute rates
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS with route specific rates per minute
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS with statewide flat rates per minute (i.e. not distance sensitive)
- Method of access is FGA
- Method of access is FGB
- Method of access is FGD
- Method of access is 800

- MTS for pay telephone service providers

- Block-of-time calling plan (Reach out Florida, Ring America, etc.)

- 800 Service (Toll free)

- WATS type service (Bulk or volume discount)
- Method of access is via dedicated facilities
- Method of access is via switched facilities

- Private Line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

- Travel Service
- Method of access is 950
- Method of access is 800

- 900 service

- Operator Services
- Available to presubscribed customers
- Available to non presubscribed customers (for example to patrons of hotels, students in universities, patients in hospitals.

- Available to inmates

Services included are:

- Station assistance
- Person to Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference Calling

21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).

1015539 or 888-666-1793

22. Other:

**** APPLICANT ACKNOWLEDGEMENT STATEMENT ****

- 1. REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
- 2. GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
- 3. SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
- 4. APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
- 5. RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
- 6. ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL:

Richard D. Petty
Signature RICHARD D. PETTY
Vice President Regulatory
Title

April 20, 1998
Date
(314) 519-4728
Telephone No.

Appendix A

**Omniplex Communications Group, LLC
Certificate Transfer Statement
(Not Applicable)**

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

Omniplex Communications Group, LLC is not seeking a transfer of certificate.

I, (TYPE NAME) _____,

(TITLE) _____,

of (NAME OF COMPANY) _____

_____, and current holder of certificate number _____,

have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Appendix B

**Omniplex Communications Group, LLC
Customer Deposits and Advance Payments**

**** APPENDIX B ****

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant please check one):

- (x) **The applicant will not collect deposits nor will it collect payments for service more than one month in advance.**

- () **The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)**

UTILITY OFFICIAL:

<u>Richard D. Petty</u> Signature	<u>April 20, 1995</u> Date
<u>RICHARD D. PETTY</u> <u>Vice President, Regulatory</u> Title	<u>(314) 517-4725</u> Telephone No.

Appendix C

**Omniplex Communications Group, LLC
Intrastate Network**

**** APPENDIX C ****

INTRASTATE NETWORK

1. **POP:** Addresses where located, and indicate if owned or leased.

1) Not applicable 2)

3) 4)

2. **SWITCHES:** Address where located, by type of switch, and indicate if owned or leased.

1) Not applicable 2)

3) 4)

3. **TRANSMISSION FACILITIES:** Pop-to-Pop facilities by type of facilities (microwave, fiber, copper, satellite, etc.) and indicate if owned or leased.

POP-to-POP

TYPE

OWNERSHIP

1) Not applicable

2)

4. **ORIGINATING SERVICE:** Please provide the list of exchanges where you are proposing to provide originating service within thirty (30) days after the effective date of the certificate (Appendix D).

Omniplex Communications Group, LLC will be providing Toll service to the entire state of Florida.

5. **TRAFFIC RESTRICTIONS:** Please explain how the applicant will comply with the EAEA requirements contained in Commission Rule 25-24.471 (4) (a) (copy enclosed).

Omniplex will be reselling the services of LCI International which is already compliant with the EAEA requirements.

6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

a) What services have been provided and when did these services begin?

b) If the services are not currently offered, when were they discontinued?

UTILITY OFFICIAL:

Richard D. Petty
Signature

April 20, 1998
Date

RICHARD D. PETTY
Vice President, Regulatory
Title

(3M) 519-4728
Telephone No.

Appendix D

**Omniplex Communications Group, LLC
Florida Telephone Exchanges and EAS Routes**

Florida Telephone Exchanges and EAS Routes

Omniplex Communications Group, LLC will provide toll services to all areas of Florida.

Appendix E

**Omniplex Communications Group, LLC
Authority to Operate in Florida**



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

February 20, 1998

WAYNE J. BELUE
OMNIPLEX COMMUNICATIONS GROUP, LLC
743 SPIRIT 40 PARK DRIVE, SUITE 250
CHESTERFIELD, MO 63005

Qualification documents for OMNIPLEX COMMUNICATIONS GROUP L.L.C. were filed on February 19, 1998, and assigned document number M98000000167. Please refer to this number whenever corresponding with this office.

Your limited liability company is now qualified and authorized to transact business in Florida as of the file date.

A limited liability company annual report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the limited liability company address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6051, the Registration and Qualification Section.

Cathy A Mitchell
Corporate Specialist
Division of Corporations

Letter Number: 298A00009852

Exhibit G

**Omniplex Communications Group, LLC
Managerial and Technical Capability**

Managerial Capability

The officers of Omniplex Communications Group have experience in managing companies that succeed in providing customers with high-quality and innovative telecommunications services. In 1990, the founders of the Company started Access America Telemanagement (AAT), a company that provided bundled local, long distance, and wireless services on a resale basis. Within five years, AAT grew to \$45 million in revenue and 250 employees. In addition, AAT introduced an innovative proprietary service order and billing system, and developed a unique tariff management-based billing system. Throughout its years of operation, AAT's average client retention rate was 98%. AAT was sold to a subsidiary of General Electric Capital Corporation in February 1997.

Following, please find resumes showing the experience and expertise of Omniplex's managers, S. Michael McKay and Michael S. Sawyer. These managers will oversee the provisions of services for which authorization is requested in this Application.

Technical Capability

Please see above section (Managerial Capability).

Biography of S. Michael McKay

The founders, S. Michael McKay and Michael S. Sawyer, have 38 years combined experience in the telecommunications industry.

Most recently, these individuals were essential in the creation of one of the largest privately held telemanagement companies in the United States. Access America Telemanagement, Inc. (AAT) was twice recognized as one of the fastest growing privately held companies in America by INC. Magazine (1993, 1994), by achieving a compounded annual growth rate of 85% from inception to sale. The company achieved this growth rate based upon the value proposition of providing bundled telecommunications services to small and medium sized businesses. The services included local exchange service, long distance, wireless and a broad range of value added services. These services were included on a single, comprehensive monthly invoice using a proprietary tariff management rating system. The billing and service order processing systems were also developed by the company and were proprietary in nature.

S. Michael McKay joined Access America Telemanagement, Inc. in September 1990 as Vice President - Direct Marketing. In this position he was responsible for the development of overall sales and marketing plans for the company. In January 1993, he became Senior Vice President - Operations, where he was responsible for all field operations as well as network administration and marketing. In January 1994, he was given the additional title of Chief Operating Officer.

Prior to joining Access America Telemanagement, Mr. McKay spent fourteen years with Centel Corporation. Mr. McKay held various sales, sales management and operating management positions while at Centel. During the early 1980s he was general manager for Centel's operations in St. Louis and Kansas City where he started those offices and was responsible for all operational aspects including profitability. In his last position he was Director - National Accounts. In this position Mr. McKay directed the activities of various account teams which provided telecommunications equipment and services to Fortune 500 firms across the United States. His group was responsible for sales in excess of \$20 million annually.

Mr. McKay received his BS degree in political science and economics from the University of Central Arkansas in 1977. He received his MBA in finance (with honors) from Webster University in 1986. Mr. McKay is a Certified Public Accountant in Missouri.

He will serve as president, Chief Executive Officer and Treasurer for the Company.

Biography of Michael S. Sawyer

Michael S. Sawyer joined Access America Telemanagement in November 1991 as Director - Client Services. In that position, he was responsible for development of overall client service programs for the company. This included operations procedures, customer care activities and after market sales programs. In August 1993, he was promoted to Vice President - Field operations with responsibility for all sales and service operations in the eastern half of the U.S.

Prior to joining Access, Mr. Sawyer spent eleven years at Centel Corporation where he also held various sales and management positions. In his most recent position prior to leaving Centel, Mr. Sawyer was General Manager - Sales and Operations for the Tulsa Region. In that position, he was responsible for revenues in excess of \$25 million. Mr. Sawyer received his BA Degree in Business Management and his MBA from Webster University.

He will serve as Executive Vice President, Chief Operating Officer, and Secretary of the Company.

Messrs. McKay and Sawyer have worked closely together for over fifteen years. At Access America Telemanagement they helped to create the most comprehensive "one-stop" communications service package available. Furthermore, in their efforts to create this bundled communications service package, these executives have developed relationships with key carriers and suppliers which are of strategic importance to the success of the Company. These relationships included RBOCs, IXC's, wireless carriers as well as other value added service providers.

Exhibit H

**Omniplex Communications Group, LLC
Proposed Tariff**

OMNIPLEX COMMUNICATIONS GROUP

RESALE INTEREXCHANGE

TELECOMMUNICATIONS

SERVICE TARIFF

CHECK SHEET

Issued:

By:

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

Pages 1 through 28 inclusive of this tariff and the Title Page are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision</u>	<u>Page</u>	<u>Revision</u>
Title	Original	21	Original
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		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued:

By:

Richard D. Petty

Omniplex Communications Group, LLC

743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

TABLE OF CONTENTS
Original Title Page

Check Sheet	1
Table of Contents	2
Tariff Format	4
Explanation of Symbols	5
Application of Tariff	6
Section 1 - Definition of Terms and Abbreviations	7
Section 2 - Rules and Regulations	9
2.1 - Undertaking of the Carrier	9
2.2 - Limitations on Service	9
2.3 - Liability of the Company	10
2.4 - Claims	11
2.5 - Discontinuance or Interruption of Service by Carrier.....	11
2.6 - Cancellation or Termination of Service by Customer	12
2.7 - Restoration of Service.....	12
2.8 - Payment and Billing.....	12
2.9 - Deposits.....	13
2.10 - Taxes	13
2.11 - Regulatory Surcharges	13
2.12 - Credit Allowances for Interruption of Service.....	14
Section 3 - Description of Services	15
3.1 - Time Periods and Service Charges	15
3.2 - Description of Services	16
3.3 - Availability of Service	21
Section 4 - Rates and Charges	22
4.1 - Long Distance Message Telecommunications Service	22
4.2 - 800/888 Service	23

Issued:

By:

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

TABLE OF CONTENTS (Continued)

Section 4 - Rates and Charges (Continued)

4.3 -	Calling Card Service	23
4.4 -	Directory Assistance Service	23
4.5 -	Operator Assistance Service	24
4.6 -	Discount Plans	24
4.7 -	Conversation Periods	27
4.8 -	Special Promotions	28
4.9 -	Service Agreements	28

Issued:

By:

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

TARIFF FORMAT

- A. Page Numbering - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. Page Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of the various suspension periods and deferrals the Commission follows in its tariff approval process, the most current page number on file with the Commission is not always the tariff page in effect. Consult the check sheet for the page currently in effect.
- C. Paragraph Numberings 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 Sheet - When a tariff filing is made with the Commission an updated check sheet accompanies the 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 are no other symbols used on the check sheet 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.

Issued:

By:

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

EXPLANATION OF SYMBOLS

Changes to this tariff are identified on the revised page(s) through the use of symbols. The following are the symbols used and the change indicated by them:

- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (T) - To signify a change in text but no change in rate or regulation.

Issued:

By:

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

APPLICATION OF TARIFF

This tariff contains the regulations, rates and charges applicable to the provision of competitive telecommunications services by Omniplex Communications Group for the use of Customers transmitting messages within the State.

This tariff is on file with the Commission. In addition, this tariff is available for review at the main office of Omniplex Communications Group, L.L.C., located at 743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005.

Issued:

By:

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

SECTION 1 - DEFINITION OF TERMS AND ABBREVIATIONS (Continued)

800/888 Service - An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX number and is billed for calls terminating at that number.

Initial Period - The minimum unit of time for which a rate is charged for a connection between given points.

Local Exchange - A geographic area within which the local telephone company provides telephone services and/or facilities that are not subject to a toll charge.

Local Access and Transport Area (LATA) - A defined geographic area within which the local telephone company provides telephone services and/or facilities.

Long Distance Message Telecommunications Service (LDMTS) - Long distance telecommunications service offered between exchanges pursuant to this tariff.

Main Billed Account - The customer name, address and account number to which charges are billed.

Operator - An automated or live operator.

Operator Assisted Station-to-Station - Service by which the person originating the call asks the Operator to connect to a particular number.

Service - Any or all service(s) provided by Carrier pursuant to this tariff.

Service Agreement - Agreement between Carrier in which Customer agrees to provide Service under specific terms and conditions of this tariff.

Issued:

By:

Richard D. Petty
Omniplex Communications Group, LLC
743 Spirit 40 Park, Suite 250, Chesterfield, MO 63005

Effective:

SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Carrier

- 2.1.1 Service is furnished for telecommunication services originating and terminating within the State under the terms and conditions of this tariff.
- 2.1.2 Carrier shall operate and maintain Service provided hereunder in accordance with the terms and conditions set forth in this tariff.
- 2.1.3 Service is available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.4 Service shall be initiated only after receipt from Customer of an application for service and signed service agreement.

2.2 Limitations on Service

- 2.2.1 Service is offered subject to the availability of the necessary facilities and subject to the provisions of this tariff.
- 2.2.2 Carrier reserves the right to discontinue furnishing Service, or to limit the use of Service, when necessitated by conditions beyond its control, when Customer is using Service in violation of the law or in violation of the provisions of this tariff, or for non-payment of billed charges by Customer.
- 2.2.3 Service provided under this tariff is directly controlled by Carrier, and Customer may not transfer or assign the use of Service, except with the consent of Carrier. In the event of such transfer or assignment, all regulations and conditions contained in this tariff, as well as all conditions for Service, shall apply to the assignee(s) or transferee(s).
- 2.2.4 Service may not be used for any unlawful purpose.

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By:

Richard D. Petty
Omniplex Communications Group, LLC
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SECTION 2 - RULES AND REGULATIONS (Continued)**2.3 Liability of the Company**

- 2.3.1 Except as stated in this Section, Carrier shall have no liability for damages, including without limitation direct, consequential, special, incidental or indirect damages, arising out of or related to events, acts, rights or privileges contemplated in this tariff. This tariff does not limit the liability of Carrier for willful misconduct.
- 2.3.2 The liability of Carrier for damages arising out of mistakes, interruptions, omissions, delays, errors or defects occurring in the course of establishing, furnishing, rearranging, changing, or terminating Service under this tariff, and not caused by the failure or negligence of Customer, shall in no event exceed the amounts specified in this tariff for Service interruptions. No other liability in any event shall attach to Carrier.
- 2.3.3 The Carrier shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to acts of God, fire, flood or other catastrophes; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over the Carrier, or of any or more of said governments, or of any civil or military authority; national emergencies, insurrections, riots, wars or labor difficulties.
- 2.3.4 The Carrier shall not be liable for any act or omission of any other entity furnishing to Customer equipment, facilities or service used with the Service furnished in this tariff; nor shall Carrier be liable for any damages or losses due to the failure or negligence of Customer or due to the failure of customer-provided equipment or facilities.
- 2.3.5 The Carrier shall not be liable for any damages, including usage charges, Customer may incur as a result of the unauthorized use or the misuse of the Service. This unauthorized use or misuse includes the unauthorized use or misuse of Service by Customer's employees and third parties.

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Effective:

SECTION 2 - RULES AND REGULATIONS (Continued)

2.4 Claims

The Carrier shall be indemnified and saved harmless by Customer from and against all loss, liability, damage and expense, including reasonable counsel fees, due to (A) claims for libel, slander invasion of privacy, or infringement of copyright in connection with the material transmitted over Carrier's Service or facilities; (B) claims for infringement of patent arising from the combination, connection or use of Carrier's equipment, facilities or Service with Customer-provided equipment, facilities or services; and (C) any other claim resulting from any act or omission of Customer or patron(s) of Customer relating to the use of Carrier's Service or facilities.

2.5 Discontinuance or Interruption of Service by Carrier

Without incurring any liability, Carrier may under the following conditions discontinue or interrupt Service provided by Carrier.

- 2.5.1 For noncompliance with or violation of any applicable State, Municipal or Federal law, ordinance or regulation or noncompliance with or violation of any Commission regulation.
- 2.5.2 For noncompliance with any of the provisions of this tariff governing Service.
- 2.5.3 In the event of Customer's use of Service in such a manner as to adversely affect Carrier's equipment or Service to others.
- 2.5.4 In the event of unauthorized or fraudulent use of Service.
- 2.5.5 By reason of any order or decision of a court or other government authority having jurisdiction that prohibits Carrier from furnishing Service to Customer.
- 2.5.6 In order to perform tests and inspections necessary to insure compliance with tariff regulations or the proper installation, operation, and maintenance of Carrier's equipment and facilities.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.8 Payment and Billing (Continued)

2.8.6 Dedicated access circuits may be provided and billed by the local exchange company (LEC). Dedicated access may be purchased from companies other than the LEC only in accordance with the Commission's rules or if the special access channel is jurisdictionally interstate. Charges for the dedicated access channel are determined by the access provider.

2.9 Deposits

Carrier does not require a deposit for service under this tariff.

2.10 Taxes

Federal, state and local sales, use, excise gross receipts, utilities and other taxes, where applicable, shall be added to the charges contained herein, unless Customer provides a properly executed certificate of exemption from such taxes. It shall be the responsibility of Customer to pay these taxes and to accept the liability of any such unpaid taxes that may become applicable. These taxes shall be separately itemized on Customer's bill.

2.11 Regulatory Surcharges

Regulatory surcharges imposed to subsidize universal service, high cost service, rural healthcare, education, TTY, 911, number administration, and similar programs will be added to the Customer's bill, and it shall be the responsibility of the Customer to pay these surcharges. These surcharges shall be separately itemized on Customer's bill.

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SECTION 2 - RULES AND REGULATIONS (Continued)

2.12 Credit Allowances for Interruption of Service

A credit allowance is applicable to that duration of a call which is interrupted due to poor transmission (*e.g.*, noisy circuit condition), one-way transmission (one party is unable to hear the other), or involuntary disconnection (cut-off) of the call caused by components of Carrier's equipment. Customer may also be granted credit for reaching a wrong number.

To receive the proper credit, Customer must notify Carrier within thirty (30) days of the call and furnish the called number, the trouble experienced (*e.g.*, cut-off, noisy circuit, reached wrong number, etc.), the class of call, and the appropriate time the call was placed. Customer will receive credit equivalent to one minute of use. Charges will apply to the re-established call.

Credit allowances for a call do not apply for interruptions that are due to the failure of power, equipment or systems not provided by Carrier.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Time Periods and Service Charges

Rates are stated in terms of Initial Period, Additional Periods, Service Charges, and Surcharges.

The specific rate elements used to determine the applicable charges for a call are indicated on the respective rate schedules. The following factors are used to rate calls.

3.1.1 Initial Period

The minimum unit of time for which a rate is charged for a connection between given points.

3.1.2 Additional Periods

The unit of time used for measuring and charging for a connection in excess of the Initial Period.

3.1.3 Service Charges and Surcharge

A Service Charge applies to each Calling Card or Operator Assisted Station-to-Station call. This charge is added to the Initial Period and Additional Period charges.

3.1.4 Chargeable Time

Chargeable time for all Station-to-Station calls begins when connection is established between the calling station and the called station and ends when the calling station hangs up, thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the network or by an Operator. When the called party picks up is determined by hardware answer supervision in which the local company sends a signal to the switch or the software utilizing audiotone detection.

3.1.5 Uncompleted Calls

There shall be no charges for uncompleted calls.

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Effective:

SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.2 Description of Services

The following Services are offered under this tariff:

Long Distance Message Telecommunications Service
800/888 Service
Long Distance Dedicated Service
Calling Card Service
Directory Assistance
Operator Assistance

3.2.1 Long Distance Message Telecommunications Service

Long Distance Message Telecommunications Service provides for the origination and termination of Customer Dialed Direct Station-to-Station toll interexchange calls. Rates applicable to Long Distance Message Telecommunications Service are set forth in Section 4.1 of this tariff.

Switch access rates apply where Customer uses the local switched network for access to Carrier's service.

Long Distance Dedicated Service provides for the origination and termination of toll interexchange calls where the Customer connects to Carrier's point of presence with a dedicated private line of T-1 or greater capacity. The minimum service period for Long Distance Dedicated Service is one month. Rates applicable to Long Distance Dedicated Service are set forth in Section 4.2.2 of this tariff and are in addition to the cost of the dedicated line between the Customer's premises and Carrier's point of presence.

3.2.2 800/888 Service

800/888 Service provides for the termination of inbound toll-free 800/888 calls to one-party exchange access lines. The minimum service period for 800/888 Service is one month. Rates applicable to 800/888 traffic are set forth in Section 4.2 of this tariff.

SECTION 3 - DESCRIPTION OF SERVICES (Continued)

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Effective:

3.2.2 800/888 Service (Continued)

A. 800/888 Number Assignment

The Customer shall be assigned an 800/888 Number. Assignment provides for the assignment of a single ten digit 800/888 number (*i.e.* 800-NXX-XXXX). 800/888 Number Service allows, but does not require, the 800/888 Service Customer to use the number. The assigned 800/888 number will terminate to an exchange access line.

B. Area of Service

800/888 Number Service can be selected for an area by specifying the desired area of service. Area of Service defines the geographic location from which the 800/888 Number Service Customer desires to accept calls for a given 800/888 number. The desired Area of Service must be specified by Customer at the time 800/888 Service is ordered.

C. Determining Usage Charges

Monthly usage charges are calculated separately for each exchange access line termination. Carrier shall measure the usage of the exchange access line based on completed calls for each billing period for each rate period.

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Effective:

SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.2 Description of Services (Continued)

3.2.3 Calling Card Service

Three types of Calling Card Services are available: (1) Subscriber-Billed Calling Card Service; (2) Pre-Paid Calling Card Service; and (3) Debit Card Service. The rates for Calling Card Service are set out in Section 4.3.

A. Subscriber-Billed Calling Card Service

Subscriber-Billed Calling Card Service is a service for which calls are charged to a subscriber's calling card and which are billed to the subscriber's account.

This service allows the person originating the call to dial an 800/888 access number printed on the calling card, the telephone number, and the calling card number to complete the call with or without operator assistance. When operator assistance is required an additional charge will apply for the Operator Assistance Service.

B. Pre-Paid Calling Card Service

Pre-Paid Calling Card Service is a service for which calls are charged to a subscriber's prepaid calling card.

This service allows the person originating the call to dial an 800/888 access number printed on the calling card, the telephone number, and the calling card number to complete the call with or without operator assistance. When operator assistance is required an additional charge will apply for the Operator Assistance Service.

C. Debit Card Service

Debit Card Service is a service for which calls are charged to a subscriber's calling card and debited from a subscriber's account with a financial institution.

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Effective:

SECTION 3 - DESCRIPTION OF SERVICES (Continued)**3.2 Description of Services (Continued)****3.2.3 Calling Card Service (Continued)****C. Debit Card Service (Continued)**

This service allows the person originating the call to dial an 800/888 access number printed on the calling card, the telephone number, and the calling card number to complete the call with or without operator assistance. When operator assistance is required an additional charge will apply for the Operator Assistance Service.

3.2.4 Directory Assistance Service

Directory Assistance Service provides Customers with assistance in determining telephone numbers. The per call rate for Directory Assistance is set forth in Section 4.4 of this tariff.

A. Direct Dialed Directory Assistance Service calls are dialed by the Customer and completed without the assistance of an operator. The services of an operator are not to be used in connection with the completing of direct dialed Directory Assistance Service calls except in the following cases:

1. To reach the called Directory Assistance Service number where direct dialing facilities are not available.
2. To reach the called Directory Assistance Service number when attempts by the Customer to direct dial such a call cannot be completed.
3. To record the originating telephone number where no automatic recording equipment is available.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.2 Description of Services (Continued)

3.2.4 Directory Assistance Service (Continued)

- B. Customers placing a call to Directory Assistance may obtain the telephone number for a maximum of two listings per call. The Directory Assistance Charge applies whether or not the Directory Assistance bureau furnished the requested telephone number(s), (e.g., where the requested telephone number is unlisted, non-published or unavailable).
- C. Calls placed to Directory Assistance via an Operator, instead of direct dialed by the Customer, will be assessed an Operator Assistance Service Charge in addition to the Directory Assistance Per Call charge. This surcharge is billed at the Operator Assisted Service Charge rate as specified in Section 4.5 of this tariff.
- D. Charges for Directory Assistance Service are not applicable to handicapped Customers on calls placed from residence dial tone lines where a member of the Customer's household has been certified by a registered physician or a designated agency as unable to use a directory because of a visual or physical disability, or from the business dial tone line of a certified handicapped Customer where assistance is otherwise not available.

3.2.5 Operator Assistance Service

Operator Assisted Station-to-Station calls will be billed in one of the following ways:

- Collect - call is billed to the called station;
- Calling Card - call is billed to a calling card;
- Third Number - call is billed to a third number.

The regularly established Operator Assisted Station-to-Station rates apply in addition to the charges for the call.

Collect calls are permissible between all stations except that the Collect Call option is not available for calls to a public or semi-public coin station.

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SECTION 3 - DESCRIPTION OF SERVICES (Continued)

3.3 Availability of Service

3.3.1 Time and Scope

Carrier offers resold telecommunications service, subject to the terms and conditions of this tariff. Service is available twenty-four (24) hours per day, seven (7) days per week.

3.3.2 Geographic Availability

The Company offers resold long distance service throughout the State of Florida.

3.3.3 Minimum Call Completion Rate

A Customer can expect a call completion rate expressed as a percentage (number of calls completed/number of calls attempted) of not less than 90% during peak use periods for all FGD ("1+" dialing).

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Effective:

SECTION 4 - RATES AND CHARGES**4.1 Long Distance Message Telecommunications Service**

The base rate for Customer Dialed Direct Station-to-Station Long Distance Message Telecommunications Service is:

4.1.1 Switched Access

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.16	\$.16
IntraLATA	.16	.16

4.1.2 Dedicated Access

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.10	\$.10
IntraLATA	.10	.10

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Effective:

SECTION 4 - RATES AND CHARGES (Continued)**4.2 800/888 Service****4.2.1 Switched Access:**

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.16	\$.16
IntraLATA	.16	.16

4.2.2 Dedicated Access

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.10	\$.10
IntraLATA	.10	.10

4.3 Calling Card Service

The following charges are assessed for calling card service:

	<u>Initial Minute</u>	<u>Each Add'l Minute</u>
InterLATA	\$.25	\$.25
IntraLATA	.25	.25

4.4 Directory Assistance Service

The following charge is assessed for Directory Assistance calls in addition to any other charges described in the tariff:

SECTION 4 - RATES AND CHARGES (Continued)

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4.4 Directory Assistance Service (Continued)Per call

\$.75

4.5 Operator Assistance Service

The following charge is assessed for Directory Assistance calls in addition to any other charges described in the tariff:

Per call

\$.75

4.6 Discount Plans

Except as provided in Section 4.6.4, no discount is available for charges set forth in Sections 4.3, 4.4, and 4.5. Discounts on all applicable charges set forth in Sections 4.1 and 4.2 are available as follows. Factors upon which discounts are available are (1) monthly calling volume; (2) number of services subscribed; and (3) term commitments. The discount schedule is set forth in Sections 4.6.1, 4.6.2, and 4.6.3. The total discount applicable to charges set forth in Sections 4.1 and 4.2 is the sum of the applicable discounts set forth in this Subsections 4.6.1, 4.6.2, and 4.6.3.

4.6.1 Volume Discounts

Customers will receive discounts as follows on all applicable charges billed under Sections 4.1 and 4.2 for the month when their total monthly undiscounted charges for all Services purchased under those Sections meet the dollar amounts specified:

<u>Applicable Monthly Charge</u>	<u>Discount</u>
\$ 0 - 650.00	2.25%
\$ 650.01 - 1300.00	4.50%
\$1300.01 - 1950.00	6.75%
\$1950.01 - 2600.00	9.00%
\$2600.01 and Over	11.25%

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SECTION 4 - RATES AND CHARGES (Continued)**4.6.2 Number of Services**

Customers will receive discounts on all applicable charges billed for the month under Sections 4.1 and 4.2 when they subscribe to more than one Service as follows:

<u>Number of Services</u>	<u>Discount</u>
2	2.25%
3	4.50%
4	6.75%
5	9.00%
more than 5	11.25%

For purposes of calculating the applicable discount, each of the Services listed in Sections 4.2.1, 4.2.2, 4.2.3, and 4.2.4 will be considered a separate Service.

4.6.3 Term Periods

A Customer may select a term period. The term period allows Customer to take advantage of higher discount percentages on their usage volumes for a specific time period.

- A. The Customer must specify the term period at the time the plan is ordered.
- B. During a term period, the Customer may elect to convert to a new term period of the same or different length. Conversion to a new term period will be allowed without penalty if the length of new term period is greater than the length of remainder of the original term period. The effective date of the new term period begins with the effective date of the Customer order.
- C. Discounts. A Customer will receive a discount off of the price of a Service set forth in Sections 4.1 and 4.2 when it subscribes to such Service for one or more years as follows:

<u>Term in Years</u>	<u>Discount</u>
1	2.25%
3	4.50%
2	6.75%
4	9.00%
5	11.25%

SECTION 4 - RATES AND CHARGES (Continued)

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4.6.3 Term Periods (Continued)**D. Early Termination Liability**

In the event a Customer terminates a term commitment prior to completion of the term period, the Customer shall be liable for an Early Termination Charge. Customer shall be required to make immediate payment of the full undiscounted amount that would have been due for the period in which it took Service plus fifty (50) percent of the undiscounted amount that would have been due over the remaining period of the term commitment. For purposes of calculating the amount due over the remaining period, Carrier will use the average dollar volume and number of Services used by the Customer in the most recent year (pro-rated to a full year if necessary) in which Customer took Service.

4.6.4 Telecommunication Relay Service

For intrastate toll calls received from the relay service, the Carrier will, when billing the relay calls, discount relay service by 50 percent off of the otherwise applicable rate for a voice non-relay call, except that, where either party is both hearing and visually impaired, the call shall be discounted 60 percent off the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge and shall not apply to surcharge for such call.

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Effective:

SECTION 4 - RATES AND CHARGES (Continued)

4.7 Conversation Periods

- 4.7.1** Except where specified otherwise in a tariff for a service, Conversation Periods are billed as follows:

The Initial Period shall consist of the first two-fifths ($2/5$) of a minute of Chargeable Time. The charges during this Initial Period shall be two-fifths ($2/5$) of the Initial Minute rate for the first 24 seconds or any fraction thereof. During the first minute of use, Additional Periods shall be one-fifth ($1/5$) of a minute, and the charges for these Additional Periods shall be one-fifth ($1/5$) of the Initial Minute rate for each additional 12 seconds or fraction thereof until the Chargeable Time equals one minute.

Additional Periods after the first minute of Chargeable Time shall consist of one-fifth ($1/5$) of a minute or any fraction thereof, and the charges shall be one-fifth ($1/5$) of the Each Additional Minute charge for each Additional Period or fraction thereof.

- 4.7.2** The cost for each call record shall be rounded to the nearest cent.

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Effective:

SECTION 4 - RATES AND CHARGES (Continued)

4.8 Special Promotions

Carrier may provide special promotional offerings to its Customers. These offerings may be limited to certain dates, times and locations. Under no circumstances will promotional rates for Services covered by this Tariff be higher than the rates set forth in this tariff. These promotional offerings will be approved by the Commission with specific starting and ending dates.

4.9 Service Agreements

Carrier will offer Service Agreements to meet the diverse communications needs of Carrier's Customers. All terms and conditions as specified in this tariff will apply unless otherwise specified in the Service Agreement between Carrier and Customer.

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Omniplex Communications Group, LLC
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Effective:

WILEY, REIN & FIELDING

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WRITER'S DIRECT DIAL NUMBER

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DEPOSIT
April 21, 1998
D760

DATE
APR 22 1998
FACSIMILE
(202) 429-7049

VIA UPS OVERNIGHT DELIVERY

Florida Public Service Commission
Division of Administration
2540 Shumard Oak Boulevard, Gerald Gunter Building
Tallahassee, FL 32399-0850

Re: *Omniplex Communications Group, LLC Transmittal No. 1*

Dear Sir or Madam:

Enclosed for filing please find an original and six (6) copies and one (1) duplicate copy of Omniplex Communications Group's, LLC ("Omniplex" or "Applicant") application for a Certificate of Public Convenience and Necessity to become a Telecommunications Service Provider ("TSP") in Florida. Omniplex requests authority to provide intrastate toll services throughout Florida. Omniplex will offer service to residential and commercial customers. An informational tariff sheet is attached as Exhibit H. The filing fee of \$250.00 is enclosed.

Please note that confidential treatment is respectfully requested of the financial information provided at Exhibit F.

Please return the duplicate copy of Omniplex's application to me in the enclosed self-

This check is GREEN

WILEY, REIN & FIELDING
1776 K Street, N.W.
Washington, DC 20006
Operating Account

No. 100810

Date	Amount
03/23/1998	*****250.00

Pay Two Hundred Fifty and No/100 Dollars ONLY

To the Order of

FLORIDA PUBLIC SERVICE COMMISSION
DIVISION OF RECORDS AND REPORTING
2540 SCHUMARD OAK BOULEVARD
TALLAHASSEE, FL 32399-0850

NationalBank of DC, N.A.
Washington, DC 20008
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Bany J. Strauss
(Two Signatures Required For Amounts Over \$1,000.00)