

SWIDLER BERLIN SHEREFF FRIELMAN, LLP

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ORIGINAL

NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174

April 28, 2000

VIA OVERNIGHT MAIL

Blanca S. Bayo, Director
Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

000526 - TI

Re: Application of WorkNet Communications Inc. for Authority to Provide Interexchange Telecommunications Service Between All Points Within the State of Florida

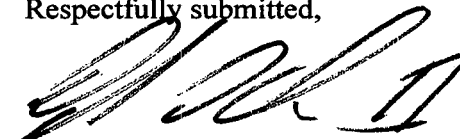
Dear Ms. Bayo:

Enclosed for filing on behalf of WorkNet Communications Inc. ("WorkNet") please find an original and seven (7) copies of WorkNet's application for authority to provide interexchange telecommunications service between points within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please note that the financial statements included with Exhibit 3 contain confidential and proprietary information not generally available to the public. Therefore, the financial statements are enclosed in a sealed envelope. Disclosure of this financial information would cause harm to WorkNet's business operations. Pursuant to Florida Statutes Section 364.183, WorkNet respectfully requests that the information contained in the sealed envelope be given confidential treatment and that it not be made part of the public record or otherwise disclosed to the public.

Please date-stamp the enclosed extra copies of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me at (202) 424-7500.

Respectfully submitted,


Douglas D. Orvis II

This claim of confidentiality was filed by or on behalf of a "telco" for Confidential DN 05335-00. The document is in locked storage pending advice on handling. To access the material, your name must be on the CASR. If undocketed, your division director must obtain written EXD/Tech permission before you can access it.

Enclosures

cc: Michelle Wright
Kelly A. Olson

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:



Application
CONFIDENTIAL
DOCUMENT NUMBER - DATE

05334 MAY-18

FPSC-RECORDS/REPORTING

05335 MAY-18

FPSC-RECORDS/REPORTING

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000520-TI

**Re: Application of WorkNet Communications Inc. for Authority to
Provide Interexchange Telecommunications Service Between All
Points Within the State of Florida**

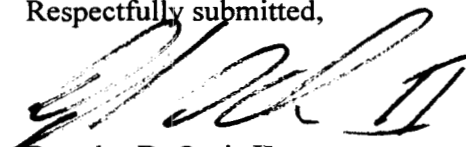
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Douglas D. Orvis II

Enclosures

cc: Michelle Wright
Kelly A. Olson

DOCUMENT NUMBER-DATE
05231 MAY-18
FPSC-RECORDS/REPORTING

**** FLORIDA PUBLIC SERVICE COMMISSION ****

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

**Application Form For Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

Instructions

- ◆ This form is used as an application for an original certificate and for approval of the assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of **\$250.00** to:

**Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

1. This is an application for $\sqrt{\quad}$ (check one):

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval of transfer of control:

Example, a company purchases 51% of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

WorkNet Communications Inc. ("WorkNet" or "Applicant")

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

WorkNet Communications Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

WorkNet Communications Inc.

7777 Bonhomme Avenue, Suite 2000, St. Louis, MO 63105

Telephone: (314) 727-7950 Facsimile: (314) 212-5401

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

WorkNet does not presently have an office established in Florida.

6. 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 IXCs; 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.
- 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.

7. Structure of organization:

- | | |
|---|--|
| <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 individual, provide:

Name: NOT APPLICABLE.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. If **incorporated in Florida**, provide proof of authority to operate in Florida:

(a) The Florida Secretary of State corporate registration number:
NOT APPLICABLE.

10. If **foreign corporation**, provide proof of authority to operate in Florida: **A copy of WorkNet's Certificate of Authority to Transact Business is attached hereto as Exhibit 1.**

(a) The Florida Secretary of State corporate registration number:
Pending.

11. If **using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) The Florida Secretary of State fictitious name registration number:
NOT APPLICABLE. WorkNet will not use a fictitious name or d/b/a.

12. If **a limited liability partnership**, provide proof of registration to operate in Florida:

(a) The Florida Secretary of State registration number:
NOT APPLICABLE.

13. If **a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: NOT APPLICABLE.

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) The Florida registration number: NOT APPLICABLE.

15. Provide **F.E.I. Number** (if applicable): NOT APPLICABLE.

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?
() YES () NO

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

(c) How is this information provided?

WorkNet will directly bill its customers for telecommunications services
provided in Florida.

17. Who will receive the bills for your service?

- | | |
|---|--|
| <input 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 and Motels | <input type="checkbox"/> Hotel and Motel Guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. Dormitory Residents |
| <input type="checkbox"/> Other: (specify) _____ | |

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Douglas D. Orvis II, Esq.

Title: Counsel for the Applicant; Swidler Berlin Shereff Friedman, LLP

Address: 3000 K Street, N.W., Suite 300

City/State/Zip: Washington, D.C. 20007-5116

Telephone No.: (202)424-7500 Fax No.: (202) 424-7645

Internet E-Mail Address: ddorvis@swidlaw.com

Internet Website Address: http://www.swidlaw.com

(b) Official point of contact for the ongoing operations of the company:

Name: J. Mark Klamer

Title: General Counsel

Address: 7777 Bonhomme Avenue, Suite 2000

City/State/Zip: St. Louis, MO 63105

Telephone No.: (314) 727-7950 Fax No.: (314) 212-5401

Internet E-Mail Address: mklamer@worknet.net

Internet Website Address: www.worknet.net

(c) Complaints/Inquiries from customers:

Name: Linda Rosse

Title: Director of Customer Service and Implementation

Address: 7777 Bonhomme Avenue, Suite 2000

City/State/Zip: St. Louis, Missouri 63105

Telephone No.: (800) 898-0023 Fax No.: (314) 212-5401

Internet E-Mail Address: lrosse@worknet.net

Internet Website Address: www.worknet.net

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

WorkNet has operated as an interexchange telecommunications company in: Illinois, Indiana, Kentucky, Kansas, Missouri, Texas and Ohio.

(b) has applications pending to be certificated as an interexchange telecommunications company.

WorkNet currently has applications pending in: Minnesota, and Tennessee.

(c) is certificated to operate as an interexchange telecommunications company.

WorkNet is certified, through deregulation, registration or application, to provide interexchange telecommunications services in the following states: Illinois, Indiana, Kansas, Missouri, Ohio, and Texas.

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

WorkNet has not been denied authority to operate as a telecommunications service provider, nor is any such action pending.

- (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.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

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

None of WorkNet's officers, directors, or ten largest stockholders have previously been adjudged bankrupt, mentally incompetent, or found guilty of any felony or crime nor are any such proceedings pending.

- (b) an 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.

No.

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

a. _____ **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

b. _____ **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

c. **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

d. **MTS for pay telephone service providers**

e. **Block-of-time calling plan (Reach Out Florida, Ring America, etc.).**

f. **800 Service (toll free)**

g. **WATS-type Service (bulk or volume discount)**

- Method of access is via dedicated facilities
- Method of access is via switched facilities

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

i. **Travel Service**

- Method of access is 950
- Method of access is 800

j. **900 Service**

k. **Operator Services**

- Available to presubscribed customers
- Available to non-presubscribed customers (*i.e.*, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

l. **Services included are:**

- _____ Station assistance
- _____ Person-to-Person assistance
- _____ Directory assistance
- _____ Operator verify and interrupt
- _____ Conference calling

22. 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 Exhibit 2.

23. Submit the following:

A. Financial capability.

Please see Exhibit 3.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer **affirming that the financial statements are true and correct** and should include:

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

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.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Please see Exhibit 3.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit 3.

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Exhibit 3.

B. Managerial capability: give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Please see Exhibit 4.

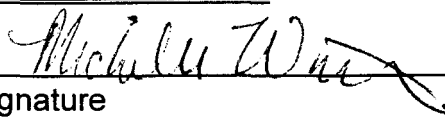
C. Technical capability: give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Please see Exhibit 4.

**** APPLICANT ACKNOWLEDGMENT 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 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:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL

 _____ Signature	<u>4/7/00</u> _____ Date
Vice President/Controller _____ Title	(314) 727-7950 _____ Telephone No.
Address: 7777 Bonhomme Avenue, Suite 2000 _____ St. Louis, MO 63105 _____	(314) 212-5401 _____ Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCED PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT
FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
GLOSSARY

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

*** NOT APPLICABLE. WORKNET COMMUNICATIONS INC. IS APPLYING FOR ORIGINAL AUTHORITY.**

I, (Name) Not Applicable.

(Title) Not Applicable. of

Not Applicable.
(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____, have reviewed this application and join in the petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL

Not Applicable.
Signature _____ Date _____

Not Applicable.
Title _____ Telephone No. _____

Address: Not Applicable.
_____ Fax No. _____

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 provided in one of the following ways (applicant, please check one):

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

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month.
(The bond must accompany the application.)

UTILITY OFFICIAL

Michelle Ann
Signature

4/2/00
Date

Vice President/Controller
Title

(314) 727-7950
Telephone No.

Address: 7777 Bonhomme Avenue 500, Suite 2000
St. Louis, MO 63105

(314) 212-5401
Fax No.

CURRENT FLORIDA INTRASTATE SERVICES


Applicant **has** () or **has not** () 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


Signature

4/7/00
Date

Vice President/Controller
Title

(314) 727-7950
Telephone No.

Address: **7777 Bonhomme Avenue, Suite 2000**
St. Louis, MO 63105

(314) 212-5401
Fax No.

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide alternative local exchange company service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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

Michelle Ware
Signature

4/7/00
Date

Vice President/Controller
Title

(314) 727-7950
Telephone No.

Address: 7777 Bonhomme Avenue, Suite 2000
St. Louis, MO 63105

(314) 212-5401
Fax No.

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

Extended Area Service

Exchanges

PENSACOLA:

Cantonment, Gulf Breeze
Milton, Holley-Navarre, Pace.

PANAMA CITY:

Lynn Haven, Panama City Beach,
Youngstown-Fountain, Tyndall AFB.

TALLAHASSEE:

Crawfordville, Havana,
Monticello, Panacea,
Sopchoppy, St. Marks.

JACKSONVILLE:

Baldwin, Ft. George,
Jacksonville Beach, Callahan,
Maxville, Middleburg, Orange Park,
Ponte Vedra, Julington.

GAINESVILLE:

Alachua, Archer, Brooker,
Hawthorne, High Springs,
Melrose, Micanopy, Newberry,
Waldo.

OCALA:

Belleview, Citra, Dunnellon,
Forest, Lady Lake, McIntosh,
Oklawaha, Orange Springs, Salt
Springs, Silver Springs Shores.

DAYTONA BEACH:

New Smyrna Beach.

TAMPA:

Central	None
East	Plant City
North	Zephyrhills
South	Palmetto
West	Clearwater

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Area Service</u>	<u>Exchanges</u>
CLEARWATER:	St. Petersburg, Tampa-West, Tarpon Springs.
ST. PETERSBURG:	Clearwater.
LAKELAND:	Bartow, Mulberry, Plant City, Polk City, Winter Haven.
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek, Oviedo-Winter Springs.
WINTER PARK:	Aopoka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs, Reedy Creek, Geneva, Montverde.
TITUSVILLE:	Cocoa and Cocoa Beach.
COCOA:	Cocoa Beach, Eau Gallie, Melbourne, Titusville.
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie, Sebastian.
SARASOTA:	Bradenton, Myakka, Venice.
FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres, Sanibel-Captiva Islands.
NAPLES:	Marco Island and North Naples.

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Area Service</u>	<u>Exchanges</u>
WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach, Ft. Lauderdale
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood, Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami, Perrine.
MIAMI:	Homestead, North Dade, Perrine.

WorkNet seeks authority to originate interexchange telecommunications services throughout the State of Florida at the rates identified in its proposed tariff attached hereto as Exhibit 2.

ACCESS CODE: A uniform four-or seven-digit code assigned to an individual IXC. The five-digit code has the form 10XXX and the seven-digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXCs only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three-digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The first three digits (NXX) of the seven-digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms are used interchangeably herein and refer to any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: A transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: Any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (B) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS (EAEA): A geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized Common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with prescription.

INTEREXCHANGE COMPANY (IXC): Any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunications service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity, both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: Any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA (LATA): The geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes.

LOCAL EXCHANGE COMPANY (LEC): Any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunications service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify its customers.

PAY TELEPHONE SERVICE COMPANY: Any telephone company, other than a LEC, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: Terms used interchangeably to mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

APPENDICES

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APPENDIX B	Customer Deposits and Advance Payments
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	Florida Telephone Exchanges and EAS Routes
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EXHIBIT 4	Managerial and Technical Capability

EXHIBIT 1

Certificate of Authority to Transact Business

EXHIBIT 2

Proposed Tariff

**WORKNET COMMUNICATIONS INC.
REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTEREXCHANGE SERVICES
WITHIN THE STATE OF FLORIDA**

This Tariff applies to the interexchange intrastate communications furnished by WorkNet Communications Inc. ("Company") between one or more points in the State of Florida. This Tariff is on file with the Florida Public Utility Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business, 7777 Bonhomme Avenue, Suite 2000, St. Louis, Missouri 63105.

Issued:

By: Michelle Wright, Vice President-Controller
WorkNet Communications Inc.
7777 Bonhomme Avenue, Suite 2000
St. Louis, Missouri 63105

Effective:

CHECK SHEET

The Pages of this Tariff are effective as of the date shown. The original and revised Pages named below contain all changes from the original Tariff and are in effect on the date shown.

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EXPLANATION OF SYMBOLS

A revision of a Tariff Page is coded to designate the type of change from the previous revision. These symbols, which appear in the right-hand margin of the Page, are used to signify:

- (C) change in regulation
- (D) discontinued or deleted
- (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 in a customer's bill
- (T) change in text or regulation, but no change in rate or charge

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EXPLANATION OF TERMS

Agent- A person, firm, company, corporation, or other entity who is authorized to distribute Calling Cards to Customers or Users on the Company's behalf.

Application for Service - Refers to Carrier's order form which includes all pertinent technical, billing and other information which will enable WorkNet to provide service.

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Company to identify the origin of the service User so it may rate and bill the call. All authorization codes shall be the sole property of Company and no subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

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

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company which automatically identifies the local exchange line from which a call originates.

Bandwidth - The difference, expressed in Hertz, between the highest and lowest frequencies of a band constituting a channel or circuit.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier Customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel or Circuit - A transmission path or paths between two or more points having a bandwidth or transmission speed suitable to render service to a Customer.

Commission - Refers to the Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Company, Carrier or WorkNet - Refers to WorkNet Communications Inc.

Customer - The term "Customer" denotes the person, partnership, association, joint stock Company, trust, corporation, or governmental entity or any other entity, that is responsible for payment of charges and for compliance with this Tariff. A "Carrier Customer" is a Customer which is a Common Carrier (as defined hereinabove).

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EXPLANATION OF TERMS (Cont'd)

Customer-Provided Facilities -The term "Customer-Provided Facilities" denotes all communications facilities provided by the customer and/or authorized user other than those provided by Company.

Data - Any representation such as characters (digital or analog quantities) to which meaning is assigned.

Dedicated Access - Dedicated access denotes outbound long distance traffic delivered to a Company Point of Presence ("POP") via dedicated facilities and terminated over the Company network.

Direct Dialed Call - The term "Direct Dialed Call" denotes a telephone call which is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator. This includes calls forwarded by call forwarding equipment.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area which usually embraces a city, town or village and its environs. It consists of one or more central offices together with the associated facilities used in furnishing communications service within that area. One or more designated exchanges comprise a given Local Access and Transport Area (LATA).

Hertz - Cycles per second.

Holiday - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Installation - The connection of a circuit, dedicated access line, or port for a new, change of, or additional service.

Kbps - Kilobits per second.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Local Exchange Carrier (LEC) - The term "Local Exchange Carrier" denotes any telephone company that has been granted a Certificate of Public Convenience and Necessity by a State Commission which provides local telephone service to Customers within a defined exchange.

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EXPLANATION OF TERMS (Cont'd)

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Month - A month is considered to consist of thirty (30) days.

Order Cancellation - A Customer-initiated request to discontinue processing a service order, either in part or in its entirety, prior to commencement of service.

Physical Change - The modification of an existing circuit, dedicated access line or port at the request of a Customer and requiring some physical change or re-termination.

Points of Presence - The term "Points of Presence" denotes the sites where Company provides a network interface with facilities provided by other Common Carriers, Local Exchange Carriers or Customers for access to the local area network.

Premises - The space designated by a Customer at its, or its authorized user's, place or places of business for termination of WorkNet service whether for the Customer's or its authorized user's communications needs.

Service -All telecommunications services provided pursuant to this Tariff.

Service Point - The location or locations where the Company's equipment is interconnected with the facilities provided.

Subscriber/Customer - The person or legal entity which enters into arrangements for Company's telecommunications services and is responsible for payment of Company's services.

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

Terminal Equipment - Devices, apparatus and their associated wiring such as teleprinters, telephone handsets or data sets.

Transmission Speed - Data transmission speed or rate in bits per second (bps).

User - The person(s) utilizing Company's services.

Voice Grade - A communications path between two or more points comprised of any form or configuration of physical plant capable of, and typically used in the telecommunications industry for, the transmission of the human voice and associated telephone signals within the bandwidth of approximately 300 to 3400 Hertz.

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Zero Mile Circuit - A circuit between 0 miles and 3/4 of a mile in length.
Section 1 - APPLICATION OF TARIFF

1.1 APPLICATION OF TARIFF

This Tariff sets forth the service offerings, rates, terms and conditions applicable to switched services provided by WorkNet Communications Inc., as follows:

The furnishing of interexchange intrastate communications services to customers within the State of Florida.

1.1.1 Service Territory

WorkNet Communications Inc. will provide service within the State of Florida.

1.1.2 Availability

Service is available where facilities permit. Only those services for which rates are provided are currently available. The rates set forth in this tariff only apply to On-Net services.

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Section 2 - GENERAL RULES AND REGULATIONS

2.1 USE OF FACILITIES AND SERVICE

2.1.1 Obligation of the Company

In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Florida.

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.1 Obligation of the Company (Cont'd)

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Whenever facilities are not immediately available to furnish service to all applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2, as amended August 7, 1946.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability

2.1.2.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.

2.1.2.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.3The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.

2.1.2.4The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

2.1.2.5The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

2.1.2.7 The Company is not liable for any claims for loss or damages involving:

- (a) Breach in the privacy or security of communications transmitted over the Company's facilities;
- (b) Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- (c) Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- (d) Any act or omission in connection with the provision of 911, E911 or similar services;
- (e) Any noncompletion of calls due to network busy conditions.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8 The Company shall be indemnified, defended held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

- (a)** The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.8(Cont'd)

- (b) The Company does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere. The Company shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.
- (c) The Company assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if the Company has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.
- (d) Any claim of whatever nature against the Company shall be deemed conclusively to have been waived unless presented in writing to the Company within thirty (30) days after the date of the occurrence that gave rise to the claim.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

2.1.2.9 The liability of the Company for errors in billing that result in overpayment by the Customer shall be limited to credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.1.2.10 The entire liability for any claim, loss, damage or expense from any cause whatsoever shall in no event exceed sums actually paid Company by Customer for the specific services giving rise to the claim. No action or proceeding against the Company shall be commenced more than one year after the service is rendered.

2.1.2.11 Year 2000 Readiness Disclosure

The Company will operate as specified in these and other applicable Tariffs during the 20th and 21st centuries. The Company will make reasonable efforts to cure any material failure to provide Services caused solely by year 2000 (Y2K) defects in the Company's hardware, software, or systems. Due to the interdependence among telecommunications companies, and the interrelationship with non-Company processes, equipment, and systems, the Company is not responsible for failures caused by circumstances beyond its control including, but not limited to, failures caused by:

1. a local exchange carrier;
2. customer premise equipment; or
3. the user or Customer.

In addition, the Company is not liable for any incompatibility between the Company's Services and any non-Company services used by the Customer or user.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.2 Limitations on Liability (Cont'd)

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

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.1 USE OF FACILITIES AND SERVICE (Cont'd)

2.1.3 Use of Service

Any service provided under this Tariff may be resold to or shared (jointly used) with other persons at the customer's option. The customer remains solely responsible for all use of service ordered by it or billed to its telephone number(s) pursuant to this Tariff, for determining who is authorized to use its service, and for promptly notifying the Company of any unauthorized use. The customer may advise its customers that a portion of its service is provided by the Company, but the customer shall not represent that the Company jointly participates with the customer in the provision of the service.

2.1.4 Use and Ownership of Equipment

The Company's equipment, apparatus, channels and lines shall be carefully used. Equipment furnished by the Company shall remain its property and shall be returned to the Company whenever requested, within a reasonable period following the request, in good condition, reasonable wear and tear accepted. The customer is required to reimburse the Company for any loss of, or damage to, the facilities or equipment on the customer's premises, including loss or damage caused by agents, employees or independent contractors of the customer through any negligence.

2.1.6 Blocking of Service

The Company's facilities can not be used to originate calls to other telephone company or Information Provider caller-paid information services.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.2 MINIMUM PERIOD OF SERVICE**

The minimum period of service is one month except as otherwise provided in this Tariff. The customer must pay the regular Tariffed rate for the service they subscribe to for the minimum period of service. If a customer disconnects service before the end of the minimum service period, that customer is responsible for paying the regular rates for the remainder of the minimum service period. When the service is moved within the same building, to another building on the same premises, or to a different premises entirely, the period of service at each location is accumulated to calculate if the customer has met the minimum period of service obligation.

If service is terminated before the end of the minimum period of service as a result of condemnation of property, damage to property requiring the premises to be abandoned, or by the death of the customer, the customer is not obligated to pay for service for the remainder of the minimum period.

If service is switched over to a new customer at the same premises after the first month's service, the minimum period of service requirements are assigned to the new customer if the new customer agrees in writing to accept them. For facilities not taken over by the new customer, the original customer is responsible for the remaining payment for the minimum service period in accordance with the terms under which the service was originally furnished.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED

2.3.1 Responsibility for All Charges

Any applicant for facilities or service may be required to sign an application form requesting the Company to furnish the facilities or service in accordance with the rates, charges, rules and regulations from time to time in force and effect. The customer is responsible for all local and toll calls originating from the customer's premises and for all calls charged to the customer's line where any person answering the customer's line agrees to accept such charge.

2.3.2 Deposits

[RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.2 Deposits (Cont'd)

- a. Interest on Deposits
[RESERVED FOR FUTURE USE]
- b. Inadequate Deposit
[RESERVED FOR FUTURE USE]
- c. Return of Deposit
[RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)**2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)****2.3.3 Payment of Charges**

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the customer. A bill will not be deemed correct and binding upon the customer if the Company has records on the basis of which an objection may be considered, or if the customer has in his or her possession such Company records. If objection results in a refund to the customer, such refund will be with interest at the greater of the unadjusted customer deposit rate or the applicable late payment rate, if any, for the service classification under which the customer was billed. Interest will be paid from the date when the customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the customer if objection is not received by the Company within two months after the bill is rendered.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.4 Return Check Charge

When a check which has been presented to the Company by a customer in payment for charges is returned by the bank, the customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

2.3.5 Late Payment Charges

- a. Customer bills for telephone service are due on the due date specified on the bill. A customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the customer's next billing date, a late payment charge of 1.5% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- b. Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- c. Late payment charges do not apply to final accounts.
- d. Late payment charges do not apply to government agencies of the State of Florida. These agencies are required to make payment in accordance with applicable state law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.3 PAYMENT FOR SERVICES RENDERED (Cont'd)

2.3.6 Customer Overpayments

The Company will provide interest on customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the customer's overpayment was originally recorded to the customer's account by the Company.

2.4 INSTALLATION SERVICE

The Company provides a Half-Day Installation Plan, which offers customers half-day appointments (i.e., morning/afternoon or a rolling interval) for connection of Commission regulated service involving a customer premise visit.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.5 ACCESS TO CUSTOMER'S PREMISES

The customer shall be responsible for making arrangements or obtaining permission for safe and reasonable access for Company employees or agents of the Company to enter the premises of the customer or any joint user or customer of the customer at any reasonable hour for the purpose of inspecting, repairing, testing or removing any part of the Company's facilities.

2.6 TELEPHONE SURCHARGES/TAXES

2.6.1 General

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

2.7 [RESERVED FOR FUTURE USE]

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE

2.8.1 Suspension or Termination for Nonpayment

In the event that any bill rendered or any deposit required is not paid, the Company may suspend service or terminate service until the bill or the required deposit has been paid. If service is suspended or terminated for nonpayment, the customer will be billed a Connection Charge as well as any payment due and any applicable deposits upon reconnection.

- a. Termination shall not be made until at least 20 days after written notification has been mailed to the billing address of the customer.
- b. Suspension will not be made until at least 8 days after written notification has been mailed to the customer.

Telephone service shall only be suspended during the hours between 8:00 AM and 4:00 PM, Monday through Thursday. It shall not be suspended or terminated for nonpayment on weekends, public holidays, other federal and state holidays proclaimed by the President or the Governor, or on days when the main business office of the Company is not open for business, or during the periods from December 23rd through December 26th or December 30th through January 1st.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.2 Exceptions to Suspension and Termination

Telephone service shall not be suspended or terminated for:

- a. Nonpayment of bills rendered for charges other than telephone service or deposits requested in connection with telephone service;
- b. Nonpayment for service for which a bill has not been rendered;
- c. Nonpayment for services which have not been rendered;
- d. Nonpayment of any billed charge which is in dispute or for the nonpayment of a deposit which is in dispute during the period before a determination of the dispute is made by the Company in accordance with Company's complaint handling procedures. These procedures shall be in accordance with the Commission's Rules and Regulations.

Telephone service may be suspended or terminated for nonpayment of the undisputed portion of a disputed bill or deposit if the customer does not pay the undisputed portion after being asked to do so.

- e. Nonpayment of back-billed amounts as outlined in 2.10.12.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.3 Verification of Nonpayment

Telephone service shall not be suspended or terminated for nonpayment of a bill rendered or a required deposit unless:

- a. The Company has verified, in a manner approved by the Commission, that payment has not been received at any office of the Company or at any office of an authorized collection agent through the end of the period indicated in the notice, and
- b. The Company has checked the customer's account on the day that suspension or termination is to occur to determine whether payment has been posted to the customer's account as of the opening of business on that day.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment

a. General

The Company, after notice in writing to the customer and after having given the customer an appropriate opportunity to respond to such notice, may terminate service and sever the connection(s) from the customer's premises under the following conditions:

1. in the event of prohibited, unlawful or improper use of the facilities or service, or any other violation by the customer of the rules and regulations governing the facilities and service furnished, or
2. if, in the judgment of the Company, any use of the facilities or service by the customer may adversely affect the Company's personnel, plant, property or service. The Company shall have the right to take immediate action, including termination of the service and severing of the connection, without notice to the customer when injury or damage to telephone personnel, plant, property or service is occurring, or is likely to occur, or
3. in the event of unauthorized use, where the customer fails to take reasonable steps to prevent the unauthorized use of the facilities or service received from the Company, or
4. in the event that service is connected for a customer who is indebted to the Company for service or facilities previously furnished, that service may be terminated by the Company unless the customer satisfies the indebtedness within 20 days after written notification. See Section 2.10.7 regarding Deferred Payment Agreements.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

b. Prohibited, Unlawful or Improper Use of the Facilities or Service

Prohibited, unlawful or improper use of the facilities or service includes, but is not limited to:

1. The use of facilities or service of the Company without payment of Tariff charges;
2. Calling or permitting others to call another person or persons so frequently or at such times of the day or in such manner as to harass, frighten, abuse or torment such other person or persons;
3. The use of profane or obscene language;
4. The use of the service in such a manner such that it interferes with the service of other customers or prevents them from making or receiving calls;
5. The use of a mechanical dialing device or recorded announcement equipment to seize a customer's line, thereby interfering with the customer's use of the service;
6. Permitting fraudulent use.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

c. Abandonment or Unauthorized Use of Facilities

1. If it is determined that facilities have been abandoned, or are being used by unauthorized persons, or that the customer has failed to take reasonable steps to prevent unauthorized use, the Company may terminate telephone service.
2. In the event that telephone service is terminated for abandonment of facilities or unauthorized use and service is subsequently restored to the same customer at the same location:
 - a. No charge shall apply for the period during which service had been terminated, and
 - b. Reconnection charges will apply when service is restored. However, no charge shall be made for reconnection if the service was terminated due to an error on the part of the Company.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.8 SUSPENSION OR TERMINATION OF SERVICE (Cont'd)

2.8.4 Termination For Cause Other Than Nonpayment (Cont'd)

d. Change in the Company's Ability to Secure Access

Any change in the Company's ability (a) to secure and retain suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment or (b) to secure and retain suitable space for its plant and facilities in the building where service is provided to the customer may require termination of a customer's service until such time as new arrangements can be made. No charges will be assessed the customer while service is terminated, and no connection charges will apply when the service is restored.

2.8.5 Emergency Termination of Service

The Company will immediately terminate the service of any customer, on request, when the customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 AUTOMATIC NUMBER IDENTIFICATION

2.9.1 Regulations

The Company will provide Automatic Number Identification (ANI) associated with an intrastate service, by Tariff, to any entity (ANI recipient), only under the following terms and conditions:

- a. The ANI recipient or its designated billing agent may use or transmit ANI information to third parties for billing and collection, routing, screening, ensuring network performance, and completion of a telephone subscriber's call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction, or for performing a service directly related to the telephone subscriber's original call or transaction.
- b. The ANI recipient may offer to any telephone subscriber with whom the ANI recipient has an established customer relationship, a product or service that is directly related to products or service previously purchased by the telephone subscriber from the ANI recipient.
- c. The ANI recipient or its designated billing agent is prohibited from utilizing ANI information to establish marketing lists or to conduct outgoing marketing calls, except as permitted by the preceding paragraph, unless the ANI recipient obtains the prior written consent of the telephone subscriber permitting the use of ANI information for such purposes. The foregoing provisions notwithstanding, no ANI recipient or its designated billing agent may utilize ANI information if prohibited elsewhere by law.

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Section 2 - GENERAL RULES AND REGULATIONS (Cont'd)

2.9 AUTOMATIC NUMBER IDENTIFICATION (Cont'd)

2.9.1 Regulations (Cont'd)

- d. The ANI recipient or its designated billing agent is prohibited from reselling, or otherwise disclosing ANI information to any other third party for any use other than those listed in Provision 1, unless the ANI recipient obtains the prior written consent of the subscriber permitting such resale or disclosure.

- e. Violation of any of the foregoing terms and conditions by any ANI recipient other than a Telephone Corporation shall result, after a determination through the Commission's complaint process, in suspension of the transmission of ANI by the Telephone Corporation until such time as the Commission receives written confirmation from the ANI recipient that the violations have ceased or have been corrected. If the Commission determines that there have been three or more separate violations in a 24 month period, delivery of ANI to the offending party shall be terminated under terms and conditions determined by the Commission.

2.9.2 Terms and Conditions

Violation of any of the foregoing terms and conditions by a Telephone Corporation may result in Commission prosecution of penalty and enforcement proceedings.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 TIMING OF CALLS

The Customer's usage charge is based on call duration, without regard to time of day, day of week or distance called. Calls are timed by the underlying carrier, whose services are resold by the Company in accordance with its own tariff.

- (i) On all calls, chargeable time begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as conversation time, begins).
- (ii) A call is terminated when the calling or called party "hangs up." If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment in the network.
- (iii) When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

3.2 CALCULATION OF RATES AND CHARGES

Rates for the Company's intrastate services are usage sensitive but do not vary according to distance called or the time of day or day of week. In addition, a monthly recurring charge may apply. Unless otherwise indicated, rates are identified in this tariff as per minute rates. Unless otherwise indicated herein, all calls are billed in sixty (60) second initial and sixty (60) second additional billing increments. The usage rate is based on an initial period of sixty (60) seconds plus any additional period. Billing will be rounded up to the nearest penny for each call.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.3 RATES BASED UPON CALCULATION OF DISTANCE**

Where the charges for service are specified based upon distance, the following rules apply:

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

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

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

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

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

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

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4 SERVICE OFFERINGS

3.4.1 1+ Long Distance Telecommunications Service

Interexchange telecommunications services offered by the Carrier include 1+ Long Distance telecommunications Service and Private Line Service between exchanges within the state. Services are available on a full time basis, 24 hours a day, seven days a week. Calls are placed by dialing "1" and the destination telephone number, including the area code. Services are available only in equal access areas. Calls are billed in one minute increments. The Service is available to both residential and business Customers. There is no minimum monthly usage required.

3.4.2 Directory Assistance

The Carrier will provide directory assistance through the use of a third-party vendor of directory assistance services. The Carrier does not offer its own directory assistance service.

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SECTION 4. RATE SCHEDULES**4.1 RATE SCHEDULES**

The regulations set forth in this section govern the application of rates for services as set forth in other sections of this tariff.

4.1.1 1+ Long Distance Telecommunications Service**a. General**

The Company offers two different categories of rates for 1+ Long Distance service: one is available to all members of the general public and the other is available to all members of the general public who also subscribe to the Company's unregulated Internet access service. Additional discounts are available for term commitments.

b. Basic 1+ Long Distance Telecommunications Service

	<u>Rate Per Minute</u>
24 hours a day, 7 days a week, 365 days a year	\$0.0950
With 1-year Contract	\$0.0900
With 2-year contract	\$0.0850

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SECTION 4. RATE SCHEDULES (Cont'd)

4.1 RATE SCHEDULES (Cont'd)

4.1.1 1+ Long Distance Telecommunications Service (Cont'd)

4.5.3 1+ Long Distance Telecommunications Service for Internet Customers

	<u>Rate Per Minute</u>
With Internet Service	\$0.0900
With Internet and 1-year Contract	\$0.0850
With Internet and 2-year Contract	\$0.0800

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EXHIBIT 3

Financial Qualifications Written Explanations and

Financial Statements

(FILED UNDER SEAL)

Financial Qualifications Written Explanation

WorkNet has access to the financing and capital necessary to provide the requested service in the geographic area proposed to be served, to maintain the requested service and to meet its lease or ownership obligations. As a resale carrier, WorkNet will rely upon its existing personnel and technological and financial resources to provide intrastate services. As a privately held corporation, WorkNet does not issue an annual report. However, attached hereto under seal as part of Exhibit 3 is WorkNet's December 31, 1999 year-end balance sheet and income statement. Please note that the information provided in Exhibit 3 is confidential, proprietary, and non-public information and has been attached in a sealed envelope marked "Confidential." As it contains sensitive information regarding WorkNet's business operations, WorkNet respectfully requests that this information be treated confidentially and not released to any member of the public absent WorkNet's prior written permission. This exhibit is being offered to demonstrate WorkNet's financial ability to provide the proposed services. WorkNet possesses the sound financial resources necessary to effectively procure, install, and operate the facilities and services requested in this Application.

EXHIBIT 4

Managerial and Technical Qualifications

MANAGERIAL QUALIFICATIONS

Biographies of Key Management Personnel

The Company's strategic focus is to recruit, retain and incentivize a cadre of experienced executives with successful track records in the datacom and telecom industries and with proven success in implementing regional/local market entry plans. WorkNet's senior managers have over 200 years of collective experience in telecommunications, wireless communications systems architecture, design and engineering, data communications protocols and computer networking.

- **Sanjay Jain, Chairman**, co-founded the Company and was President and CEO from its inception until June 1998. Although Mr. Jain is relatively new to the telecommunications field, he has extensive experience in business and finance. Prior to 1998, Mr. Jain was Managing Director of Battery Capital Inc., a private investment firm, and, since 1992, has held various executive positions at several startup companies in connection therewith, including CFO of MedPower Inc., a New York-based healthcare systems design company; CEO of Bookline.com, a Princeton-based pioneer in Internet book selling; and CFO of BAM! Software Inc., a New York-based CD-ROM and digital effects publishing company (all three of which were subsequently purchased by other companies). Prior to 1992, Mr. Jain was a senior attorney in the Mergers & Acquisitions/Corporate Finance groups at Skadden, Arps, Slate, Meagher & Flom in New York City. Mr. Jain holds an A.B. from Harvard University and a J.D. from Stanford University. He is a director of Boundary Information Group Inc. (Denver) and 2Market Networks Inc. (San Francisco), and is a member of the New York, California and Missouri Bars.
- **Wayne Smith, President and COO** since April 2000, has over 20 years of experience in the communications industry. Prior to joining WorkNet, he served as President of TXU Communications Businesses, one of the five largest investor owned energy businesses in the U.S.A. Under Mr. Smith, TXU Communications has begun to launch a CLEC offering in five new markets and has nearly doubled its access lines. Prior to TXU, Mr. Smith was appointed President and COO of Illinois Consolidated Telephone Company ("ICTC") following the merger of Consolidated Communications with McLeod USA. Responsibilities included leadership to the business, directing and managing day to day operations, long range planning, and managing a diverse group of stakeholders including the union, the consumers, the community, and the internal stakeholders. Prior to ICTC, Mr. Smith was President of Consolidated Communications Directories ("CCD"), one of the top independent directory publishers in the nation. While President, CCD doubled growth in revenue and income in just over three years. Mr. Smith was also the General Manager of the Missouri Region for CyberTel Cellular, an Ameritech subsidiary. While General Manager, the region achieved 200 percent of the company's ten-year business plan in less than three years. Previous telecommunications experience includes 12 years with Southwestern Bell Corporation in a variety of key positions at the corporate level and within its deregulated national subsidiaries in the areas of yellow pages, wireless, and telecom.

- **Ken Harrington, CEO** since June 1998, has over 25 years of experience in the communications and computer industry. Prior to joining WorkNet, he served as President of The Bayberry Group Inc., a management consulting firm that specializes in the CLEC and telecommunications industry. Under Mr. Harrington, from 1996 to 1998, The Bayberry Group was involved in helping new market entrants raise over \$750 million in capital market and acquisition-related financings. Prior to founding The Bayberry Group, Mr. Harrington served as the Vice President and General Manager of Consolidated Communications (now part of McLeod USA), a \$250 million long distance and competitive local exchange company based in the Midwest, with responsibility for carrier and business sales of long distance, local service, private line, and Internet services. He has also worked with Booz, Allen & Hamilton; Unisys; Nynex and several large telecommunications service and equipment manufacturers. In 1985, he was part of the senior management team that took Transnational Industries (a defense technology contractor) public. He has a M.B.A. from Wharton and a B.S. in Business Administration from the University of Vermont.
- **Michael Smith, President of Eastern Region**, was formerly Director Greater Missouri Region for Consolidated Communications/McLeod USA where he was responsible for sales and marketing of Internet, long distance, data, and local services to business customers in Missouri, Illinois, and other selected geographic areas. He successfully launched Consolidated Communications' competitive local and long distance service offerings in Central Illinois. He has over 11 years of experience in the telecommunications industry, including two startup situations, and has a demonstrated track record in developing and implementing regional/local market entry plans. Mr. Smith has a B.A. from St. Louis University.
- **Michelle Wright, Vice President/Controller**, has over 10 years of telecommunications experience in the finance, billing and systems and recently served as network and field operations controller for Concentric Networks, a publicly-traded Internet service provider. Ms. Wright's responsibilities included budgeting and financial reporting for the nationwide network that had 40,000 ports and 160 POPs. Prior to that, she led the integrated billing and finance operations for Consolidated Communications. Ms Wright holds a B.S. in Accounting from Olivette University.
- **Mary Louise Helbig, President of Western Region**, was formerly Vice President-Information Technologies and Systems for Consolidated Communications/McLeod USA. She has spent the majority of her career in the telecommunications industry, with over 10 years focused in the cellular and wireless arena. She has successfully led the rapid multi-city rollout of cellular offerings in the Midwestern U.S. and the Caribbean. Additionally, Ms. Helbig has experience in new ventures and mergers & acquisitions, most notably as a team member managing the \$525 million sale of Cybertel Corp. to Ameritech. She has a M.B.A. from Washington University and a B.A. from St. Louis University.
- **Edwin T. Horton, Vice President of Development**, is a co-founder of the Company and is also the founder of Navigation Corporation, an internationally-recognized firm which designs and develops a wide range of leading-edge wireless communications technologies and which

developed the Company's BitBeam wireless technology. Prior thereto, Mr. Horton was President of Satellite Technology Services, Inc., a designer and major manufacturer of consumer satellite receivers for the C-Band DBS market and of avionics products for the general aviation market. Mr. Horton was also President of Gateway Telephone, a joint venture with Sampo Corporation of Taiwan which designed and manufactured handheld cellular telephones. Mr. Horton holds a B.S.E.E. from Auburn University with graduate work in Business from Florida Institute of Technology. He is the author or co-author of six (6) U.S. and foreign patents in the fields of encrypted satellite distribution systems, RF circuit design and satellite positioning systems.

- **Leo F. Kutz, Jr., Vice President of Engineering and Operations**, has nearly 20 years of industry experience, most recently leading the design and construction of a multi-million dollar, multi-state fiber optic and voice switching system deployment of McLeod USA, a \$600 million super-regional CLEC. At McLeod USA, Mr. Kutz's responsibilities included managing a staff of 65 engineers and an annual capital budget of \$165 million. Prior to that, Mr. Kutz held numerous telecommunications related management and engineering positions with A.G. Edwards and Sons, Consolidated Communications, LDX NET and the Union Pacific Railroad. He has nearly 20 years of telecommunications engineering experience and is a member of the Institute of Electrical and Electronic Engineers. He has an MA in Telecommunications Management from Webster University and a BSEET from Southern Missouri State University.
- **J. Mark Klamer, Vice President - General Counsel and Secretary**, was formerly a senior partner at the international law firm of Bryan Cave LLP, where he remains Of Counsel. In his 15 years at Bryan Cave, Mr. Klamer specialized in corporate finance, mergers and acquisitions, and general tax and corporate matters, advising a number of high technology companies in the software, telecommunications and Internet industries. Mr. Klamer holds a B.A. from the University of Virginia (High Honors) and a J.D. from Harvard Law School (Magna Cum Laude). He has been published in both the Harvard and the University of Chicago Law Reviews and is a member of the St. Louis and Washington D.C. Bars.

Board of Directors. The Company's Board of Directors has a total of five seats, two of which are held by Messrs. Harrington and Jain, and three of which are held as follows:

- **Justin Maccarone**, has been a Partner of UBS Capital LLC since 1993 and prior thereto was a Senior Vice President in Private Equity at GE Capital. He is a graduate of Trinity College and earned an MBA from Columbia University. Mr. Maccarone is a Director of Fiber Communications Inc., Communications Supply Corp., American Sports Products Group, Trussway Corp. and Davel Communications.
- **Charles W. Moore**, has been a Principal of UBS Capital LLC since March of 1997. Prior thereto, Mr. Moore was an Associate of Greenwich Street Capital Partners LLC since November 1994 and before that in the Mergers and Acquisitions Division of Morgan Stanley & Co. Mr Moore is a graduate of the University of Michigan and earned his MBA from The University of Chicago. Mr Moore is a member of the Board of Directors of Fiber

Communications Inc. - a West Coast CLEC, PF.NET - a long haul fiber telecom company and ETM Entertainment Network, an Internet ticketing company.

- **David Wells**, has been, since 1998, Vice President of Development at Alltype Fire Protection Company in St. Louis—a super-regional company that sells and services fire safety products and equipment. Prior to that and since 1990, Mr. Wells was a Manager at Arthur Andersen LLP in New York city, where he specialized in financial due diligence in connection with significant corporate transactions and restructuring. Mr. Wells holds a B.S. in Economics from Trinity College and an MS from New York University.