

State of Florida  
-M-E-M-O-R-A-N-D-U-M-



## Public Service Commission

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**DATE:** May 27, 1998  
**TO:** Division of Records and Reporting (Bayo)  
**FROM:** Division of Communications (Isler) *Pji*  
**RE:** Docket No. 980183-TI - Application for certificate to provide interexchange telecommunications service by SmartStop, Inc.

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Attached are the replacement sheets of this company's application and tariff which staff requested. The revised pages replace those originally filed February 4, 1998. Let me know if you have any questions.

Attachments

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMU \_\_\_\_\_  
CTR \_\_\_\_\_  
EAG \_\_\_\_\_  
LEG \_\_\_\_\_  
LIN \_\_\_\_\_  
OPC \_\_\_\_\_  
RCH \_\_\_\_\_  
SEC *1 - cover sheet only*  
WAS \_\_\_\_\_  
OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

05811 MAY 28 88

FPSC-RECORDS/REPORTING

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:  
SmartStop, Inc..

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

5. National address (including street name: & number, post office box, city, state and zip code).  
5440 SW Westgate Drive, Suite 217, Portland, OR 97221

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

7. Structure of organization;
- Individual
  - Foreign Corporation
  - General Partnership
  - Other, \_\_\_\_\_
  - Corporation
  - Foreign Partnership
  - Limited Partnership

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

(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.

(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.

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: F98000000069

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

C T Corporation system

1200 South Pine Island Road, Plantation, FL 33324

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

Fictitious name registration number: \_\_\_\_\_

- (c) 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.

(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.

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

- (a) **The application;**  
Rebecca Scribner, Asst. Regulatory Consultant  
11655 SW Allen Blvd., #23, Beaverton, OR 97005  
(503) 641-5169 (fax) (503) 643-1572 rescribner@sprintmail.com
- (b) **Official Point of Contact for the ongoing operations of the company;**  
Larry A. Bauman, President  
5440 SW Westgate Drive, Suite 217, Portland, OR 97221  
(503) 672-5160 (fax) (503) 672-5161
- (c) **Tariff;**  
Rebecca Scribner, Asst. Regulatory Consultant  
11655 SW Allen Blvd., #23, Beaverton, OR 97005  
(503) 641-5169
- (d) **Complaints/Inquiries from customers;**  
Larry A. Bauman, President  
15440 SW Westgate Drive, Suite 217, Portland, OR 97221  
(503) 672-5160

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

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

Alabama, California, Nevada, New Mexico, Oklahoma, Washington, Arkansas, Colorado, Connecticut, Delaware, Idaho, Nebraska, Pennsylvania, Rhode Island, South Carolina, Ohio, Florida, Illinois, Indiana, Kansas, Kentucky

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

Texas and Arkansas

(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

FORM PSC/CNU 31 (11/95)

Required by Commission Rule Nos. 25-24.471, 25-24.473, and 25-24.480(2).

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

- Facilities.  Operattors.  
 Billing and Collection.  Sales.  
 Maintenance.  
 Other: \_\_\_\_\_

13. Do you have a marketing program?

No

14. Will your marketing program:

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

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

N/A

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

- Residential customers.  Business customers.  
 PATS providers.  PATS station end-users.  
 Hotels & motels.  Hotel & moteel guests.  
 Universities.  Univ. dormitory residents.  
 Other: (specify) MTS billing is through our underlying carrier, AT&T

who will handle billing through the local exchange carrier

17. Please provide the following (if appliccable):

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

N/A

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

N/A

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.

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.

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).

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

Financial Qualifications:

SmartStop, Inc. is a corporation that was formed between two corporations, Jubitz, Inc., and BRG, Inc. The former corporation contributed the ongoing business of DriveLine to the corporation, which has a value of \$9,600,000 as an ongoing business, determined by an independent investment broker. BRG, Inc., contributed \$3,735,253 in cash for the operations of the business. Between the ongoing business contributed by Jubitz, and the cash for operations provided by BRG, SmartStop has sufficient assets and capital to provide the services sought to be provided under the terms of the application. SmartStop, Inc.'s only owned equipment is that which rates calls and deducts the appropriate charges from a user's card, which equipment is located in the State of Oregon.

Financial statements showing the company's financial position are attached. The information contained in these financial statements is proprietary and commercially sensitive.

SmartStop, Inc. seeks a Certificate of Registration to operate as a reseller of telecommunications services throughout the entire state. Such authority would include twenty-four (24) hour origination and termination intrastate interLATA and intraLATA calls for customers, and to operate as a Travel and Prepaid Calling Card reseller and Independent Payphone Provider (IPP). SmartStop is not applying for authorization to provide Operator services. SmartStop seeks to provide interexchange telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call.

SmartStop seeks to provide long distance services at rates which are competitive with the services of other interexchange carriers and requests that the Commission grant Applicant competitive status as a competitive telecommunications provider.

SmartStop seeks to provide the following specific services:

**Prepaid Calling Card Service:** "SmartStop Phone Card" calling card service is a product that is neither time of day nor distance sensitive while calling within the United States. (see "Service Offerings" below). This service permits use of a prepaid "SmartStop Phone Card" for placing long distance calls. Users may purchase these cards at a variety of retail outlets or through other distribution channels. SmartStop calling cards are available at a face values of \$5.00, \$10.00, \$20.00, and \$50.00. A call is placed by dialing an 800 number to obtain access to SmartStop's network. The caller is prompted by an automated voice response system

to enter Customer's account number, and then to enter the terminating telephone number.

**SmartStop Voice Mail:** Is a feature of the SmartStop Travel Service and SmartStop Prepaid Calling Card Service that allows a customer to access their account through an 800 number to leave and/or retrieve messages of up to sixty (60) seconds in length. Messages may be saved for a maximum of for (4) days. Calls are billed in one (1) minute or thirty (30) second increments for billing purposes.

SmartStop will not bill for uncompleted calls. A customer can expect a call completion rate of not less than ninety-nine percent (99%) during peak use periods for all FGD services (\*1+\* dialing).

SmartStop will provide IPP (COCOT/COPT) services subject to the availability of the necessary facilities and or equipment. Calls are charged in full minute increments with a four minute at \$0.25 per minute. Local calls are charged at \$0.35 per minute, with no time limitations.

SmartStop will provide Travel Service, which allows the Customer to call an 800 number and use an authorization code to gain access to SmartStop's network from any of the forty-eight (48) contiguous states. There is no installation fee or monthly fee. Calls are billed in full minute increments for billing purposes.

SmartStop's processor tracks the call duration and destination for rating purposes on a real time basis. The total price of each call, including applicable taxes, is deducted from the prepaid amount on the caller's SmartStop card. Should the balance on the card approach zero, the caller is so advised, and, if desired, the caller may follow voice prompts to reach a live customer service representative who will aid the user in accomplishing a recharge.

Special features are available for use with any SmartStop card. These features include speed calling capability for two (2) digit dialing of up to ten (10) numbers. In addition, multiple calls can be made without re-dialing an access number or account number.

SmartStop offers universal origination from anywhere in the United States, and termination both domestically and internationally. Availability of termination may be limited by SmartStop's operating authority limits, or by service availability for international direct dialing.

The company will utilize its existing relationships with truck stops to secure exclusive rights to establish, own and maintain the voice and data communications networks at participating truck stops. The fourteen Rip Griffin Truck and Travel Centers and the Jubitz truck stop will be the first installations. Each of the existing locations contracting with Jubitz are potential SmartStop locations. The Company intends to establish relationships with approximately 1,200 truck stops throughout the United States.

### **Larry Bauman**

Mr. Bauman has been the President of SmartStop, Inc. since their organization date of April 9, 1997.

Mr. Bauman has been the Data & Telecommunications Systems Manager for Jubitz Corporation since 1988. In that position, Mr. Bauman was responsible for the day to day operations of all existing corporate telephony traffic for their 5 locations (over 100 million minutes annually), and future communication products and services, such as Frame relays, fiber optics and voice over frame. He was also responsible for profit and loss for the Jubitz North Portland facility.

In 1991, Mr. Bauman developed and introduced the Driveline™ prepaid calling card, currently the top selling cars in the truck stop market place. He is also a Member of Lucent Users Group, AT&T Inbound Conference Group and NATSO

### **Victor Stibolt**

Mr. Stibolt has been the Assistant Secretary for SmartStop, Inc., since their organization date of April 9, 1997. He has been a member of the Oregon State Bar since 1976 and is a former partner of DWT, a 60-lawyer firm in Portland, Oregon, specializing in business law and finance.

Mr. Stibolt Joined Jubitz Corporation in 1991 as General Counsel. In that position Mr. Stibolt was responsible for assuring that the Corporation preformed within legal boundaries. He was also the head of contract review and Human resources.

Prior to Joining Jubitz Corporation, Mr. Stibolt was president and Chief Operating Officer of Stibco, Inc., a specialty catalog business.

### **Mark Griffin**

Mr. Griffin has been the Secretary for SmartStop, Inc., since their organization date of April 9, 1997.

Mr. Griffin has been the Executive Vice President and General Counsel for The Griffin Companies, which include Travel Center Development Company, Texaco Wholesale Distributorship and Fuel Marketing and Trading since 1981.

Mr. Griffin was awarded a Doctor of Jurisprudence in 1979 from Texas Tech University School of Law and in 1972 received his BA in science from the University of Texas.

From 1997 to 1981, Mr. Griffin was employed by Hance, Thompson, Thomas & Sawyer where he was engaged in criminal and insurance defense litigation. Lubbock Christian University employed Mr. Griffin as an Adjunct Professor of Law from 1982 to 1985.

Mr. Griffin's Professional Memberships are The State Bar of Texas since 1979, Lubbock County Bar Association since 1979 and Texas Republican County Chairman's Association from 1986 to 1990.

Mr. Griffin is involved in Civic activities such as Leadership Lubbock Program, Board of Trustees of Lubbock children's home, Lubbock Rotary Club and Chairman of the Board of Trustees at St. Mary's of the Plains Hospital. He is also Director of the Lubbock Independent School District Foundation, Member of the Cerebral Palsy Center Advisory Council, Director of the Texas Guaranteed Student Loan Corporation from 1990 to 1993 and Director of the Jim Burkeholder Family Learning Center since 1994.

#### Mark Gram

Mr. Gram is the Treasurer of SmartStop, Inc., since their organization date of April 9, 1997. Mr. Gram has been the Chief Financial Officer for Jubitz Corporation. Prior to joining Jubitz in 1996, he was Vice President and Chief Financial Officer of Capitol Credit, Inc.. From 1980 through 1986, he was an audit Manager at Arthur Andersen & Co. a International Public Accounting Firm

Mr. Gram was subsequently Chief Financial Officer for Portland Fixture Limited Partnership, an Oregon Based shopping center developer and owner.

Mr. Gram received his BS in Accounting from the University of Massachusetts at Amherst in 1980, and has served as a board member on the March of Dimes Birth defect foundation, Lewis and Clark Chapter and is a member of the Board of Directors of the Oregon Club of Portland, an alumni group of the University of Oregon.

**David Coulson**

Mr. Coulson has been actively involved in the Telecommunications Industry for over 45 years.

He retired from the U.S. Navy in 1970 with a degree in Electronic Engineering. During his travels with the Navy, Mr. Coulson became interested in the Automated Teller Machines that were so popular in Japan. He joined with Diebold Corporation and spent the next 10 years in the development and marketing of ATM's. Diebold has grown to become the world's largest supplier of Automated Tellers.

In 1968, when Payphone deregulation became a reality, Mr. Coulson became a founding partner in Digital Access Communications, an IIP with headquarters in Seattle, Washington. Today the Corporation represents over 3000 payphones throughout the Northwest. Mr. Coulson was a charter member of Northwest Payphone Association and the American Public Communications Council.

In 1995, after years of success in Europe, interest in Smart Card technology began to grow in the U.S. Confident of the merging of Smart Card technology with payphones, Mr. Coulson retired from his position as CEO of Digital Access to found Coulson Associates. Their stated mission is to assist the IPP industry in the implementation of Smart Card technology in all aspects of Public Communications. The unique combination of Automated Teller and IIP experience makes Coulson Associates ideally suited to perform these services.

Mr. Coulson has testified as an expert witness before the Washington Utility and Transportation Commission on behalf of the Northwest Payphone Association in their successful rate case against US West Communications.



**FLORIDA DEPARTMENT OF STATE**  
**Sandra B. Mortham**  
**Secretary of State**

**FILE**  
**COPY**

January 14, 1998

**REBECCA SCRIBNER**  
**TELECARD REGULATORY SERVICES**  
**11655 SW ALLEN BLVD., #23**  
**BEAVERTON, OR 97005**

Qualification documents for SMARTSTOP, INC. were filed on January 5, 1998 and assigned document number F9800000069. Please refer to this number whenever corresponding with this office.

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

The certification you requested is enclosed.

A corporation 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 corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

**Freta Lott**  
**Corporate Specialist Supervisor**  
**Division of Corporations**

Letter Number: 898A00000441

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the application by SMARTSTOP, INC., an Oregon corporation, authorized to transact business within the State of Florida on January 5, 1998 as shown by the records of this office.

The document number of this corporation is F98000000069.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fourteenth day of January, 1998



CR2EO22 (2-95)

*Sandra B. Northam*

Sandra B. Northam  
Secretary of State

# State of Florida



## Department of State

I certify from the records of this office that SMARTSTOP, INC., is a corporation organized under the laws of Oregon, authorized to transact business in the State of Florida, qualified on January 5, 1998.

The document number of this corporation is F98000000069.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1998, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Fourteenth day of January, 1998



CR2EO22 (2-96)

Handwritten signature of Sandra B. Northam in cursive.

Sandra B. Northam  
Secretary of State

SmartStop  
5440 SW Westgate Dr., Suite 150  
Portland, OR 97221

Florida P.S.C. Tariff No. 1 .  
Original Florida Sheet 1 .

COPY

**SMARTSTOP, INC.**  
**STATE OF FLORIDA**

**TITLE SHEET**

**LONG DISTANCE**  
**TELECOMMUNICATIONS SERVICES**

This tariff applies to the Long Distance Telecommunications Services furnished by Company between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued:

Effective:

Issued by: **Larry Bauman, President**  
**SmartStop, Inc.**  
**5440 SW Westgate Dr., Suite 217**  
**Portland, OR 97221**

---

**CHECK SHEET**

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

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	19	Original
2	Original	20	Original
3	Original	22	Original
4	Original	23	Original
5	Original	24	Original
6	Original	25	Original
7	Original	26	Original
8	Original	27	Original
9	Original	28	Original
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		

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**Issued:****Effective:**

**Issued by: Larry Bauman, President**  
SmartStop, Inc.  
5440 SW Westgate Dr., Suite 217  
Portland, OR 97221

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Issued:

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**SmartStop, Inc.**  
**5440 SW Westgate Dr., Suite 217**  
**Portland, OR 97221**

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Issued:

Effective:

Issued by: Larry Bauman, President  
SmartStop, Inc.  
5440 SW Westgate Dr., Suite 217  
Portland, OR 97221

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**APPLICATION OF TARIFF**

This tariff contains all effective rates, rules and information relating to SmartStop, Inc. ("SmartStop"). SmartStop provides interexchange telecommunications services. SmartStop has been granted authority by the Florida Public Service Commission ("FPSC") to provide interLATA service within the State of Florida. SmartStop does not hold itself out as offering intraLATA service. IntraLATA communications should be placed over the facilities of the local Exchange Company.

**SYMBOLS**

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

- C - Change Which May Affect Rates
- D - Delete or Discontinue
- I - Change Resulting In An Increase in Rates
- L - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction in Rates
- T - Change In Text or Regulation But No Change In Rate or Charge

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**Issued:****Effective:**

**Issued by: Larry Bauman, President  
SmartStop, Inc.  
5440 SW Westgate Dr., Suite 217  
Portland, OR 97221**

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**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Florida Public Service Commission ("FPSC"). For example, the 4th revised Sheet 14 cancels the 3rd revised sheet 14. Because of various suspension periods, deferrals, etc., the Florida PSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level.
- 2.
  - 2.1.
  - 2.1.A.
  - 2.1.A.1
  - 2.1.A.1.(a).
  - 2.1.A.1.(a).I.
  - 2.1.A.1.(a).I.(I)
  - 2.1.A.1.(a).I.(I).(1)

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Issued:

Effective:

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5440 SW Westgate Dr., Suite 217  
Portland, OR 97221

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

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Issued:

Effective:

Issued by: Larry Bauman, President  
SmartStop, Inc.  
5440 SW Westgate Dr., Suite 217  
Portland, OR 97221

Section 1. TECHNICAL TERMS AND ABBREVIATIONS

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

Account Number - A numerical code, one or more of which may be assigned to a customer, to enable SmartStop to identify the service user so it may rate and process the call.

AmBest Calling Card - A prepaid calling card that offers speed dial and voicemail function.

COCOT - A Company Owned Coin Operated Telephone.

COPT - A Coin Operated Pay Telephone.

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

Customer - The calling party utilizing the services of SmartStop and responsible for the payment of charges.

Debit Card Calls - Calls for which charges are billed not to the originating telephone number but are deducted from the face value of the debit card. Company debit card calls do not result in a bill being sent to the customer.

DriveLine Plus Calling Card - - A prepaid calling card that is specifically designed to be sold to truck drivers. It offers speed dial and voicemail functions, and provides other services unique to truck drivers.

IPP - An Independent Payphone Provider.

LEC - Used throughout this tariff to mean "Local Exchange Carrier".

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Issued:

Effective:

Issued by: Larry Bauman, President  
SmartStop, Inc.  
5440 SW Westgate Dr., Suite 217  
Portland, OR 97221

**SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS (Cont'd).**

**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.

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

**SmartStop Card Calls**- Calls for which charges are billed not to the originating telephone number, but to a SmartStop Phone Card.

**SmartStop** - Used throughout this tariff to mean SmartStop, Inc.

**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.

**TransCard Calling Card** - - A prepaid calling card that offers speed dial and voicemail functions.

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Issued:

Effective:

Issued by: Larry Bauman, President  
SmartStop, Inc.  
5440 SW Westgate Dr., Suite 217  
Portland, OR 97221

## **SECTION 2. RULES AND REGULATIONS**

### **2.1 Terms of Tariff**

- 2.1.1** This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by SmartStop for telecommunications between points within the State of Florida. SmartStop's services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff.
- 2.1.2** The services of SmartStop are not part of a joint undertaking with any other entity providing telecommunications channels, facilities or services, but do involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers who may be subject to the jurisdiction of this commission.
- 2.1.3** The rates and regulations contained in this tariff apply only to the services furnished by SmartStop and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of SmartStop.
- 2.1.4** The services of SmartStop are furnished to purchasers of SmartStop Phone cards. The purchase of a card makes available to the purchasing subscriber SmartStop's nationwide services, including the intrastate services offered under the terms and conditions of this tariff.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

**2.2 Use of Services**

- 2.2.1 SmartStop's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 The use of SmartStop's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another, or in such a way as to unreasonably interfere with use by others, is prohibited.
- 2.2.3 The use of SmartStop's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, false calling or credit cards or false SmartStop Calling Cards or false numbers of such cards, is prohibited.
- 2.2.4 SmartStop's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 SmartStop does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.6 SmartStop's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 If a SmartStop Card is inactive for any 6-month period, an inactivity fee of \$2.00 per month will be assessed against the remaining balance on the card on a monthly basis until the card exhausts or is reused.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

- 2.2.8 A purchaser of a SmartStop card may obtain a refund of any unused portion of a card by returning the card to the company, with a written request for such refund.
- 2.2.9 A purchaser of a SmartStop Card is responsible for all losses in the event that the card is lost, stolen, or used by an unauthorized person. In the event a card is lost or stolen, a purchaser may contact Customer Relations and have the unused portion of a card balance transferred to a new card and identification number.
- 2.2.10 SmartStop may refuse or terminate service to customers in violation of State of Florida statutes or Florida Public Services Commission rules.

**2.3 Liability of SmartStop**

- 2.3.1 SmartStop shall not be liable for loss or damage sustained by reason of any failure in or breakdown of facilities associated with SmartStop or for any interruption or delay of services, whatever shall be the cause of such failure, breakdown, or interruption, and whether negligent or otherwise, and however long it shall last. In no event shall SmartStop's liability for any service exceed the charges applicable under this tariff to such service.
- 2.3.2 SmartStop shall be indemnified and saved harmless by any subscriber, user or by any other entity against claims for libel, slander or the infringement of copyright arising from the material transmitted over its services; and against all other claims arising out of any act or omission of a subscriber or of any other entity in connection with the services provided by SmartStop.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

- 2.3.3 SmartStop is not liable for any act or omission of any entity furnishing facilities or services connected with or provided in conjunction with the services SmartStop.
- 2.3.4 SmartStop shall not be liable for any personal injury, or death of any person or persons, nor for any loss or damage sustained by reason of acts, mistakes, omissions, errors or defects in providing its services, whatever shall be the cause, and whether negligent or otherwise.
- 2.3.5 SmartStop shall not be liable for and shall be indemnified and saved harmless by any subscriber, user or other entity from any and all loss, claims, demands, suits, or other action or any liability whatever, whether suffered, made, instituted, or asserted by any subscriber, user or any other entity or any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any subscriber, user or any other entity of any other property whether owned or controlled by the subscriber, user or others, caused or claimed to have been caused, directly or indirectly, by any act or omission of the subscriber, user or others or by any installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of services, facilities or equipment provided by SmartStop which is not the direct result of SmartStop's negligence. No agents or employees of any other entity shall be deemed to be the agents or employees of SmartStop.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.3.6 SmartStop shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.

**2.4 Responsibilities of the Subscriber**

2.4.1 The subscriber is responsible for payment for use of SmartStop Calling Card Cards and for complying with tariff regulations. The subscriber is also responsible for the payment of charges for calls which the subscriber elects to continue following notification that the prepaid amount on the SmartStop calling card then in use has been fully used. The subscriber is responsible for payment of all card calls on direct and LEC-billed cards.

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

2.4.3 The subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.4.4 The subscriber is responsible for establishing its identity as often as necessary during the course of a call.

2.4.5 The subscriber is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.

**2.5 Cancellation or Interruption of Services**

2.5.1 SmartStop may immediately discontinue services to a subscriber or may withhold the provision of ordered or contracted services:

- (A) For nonpayment of any sum due SmartStop for the use of SmartStop Calling Card Cards, or for nonpayment of any sum due SmartStop following full use of the prepaid amount on a SmartStop calling card.
- (B) For violation of any of the provisions of this tariff,
- (C) For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over SmartStop's services, or
- (D) By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting SmartStop from furnishing its services.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

- 2.5.2 SmartStop may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of SmartStop's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by SmartStop, without notice to the subscriber, by blocking traffic to certain countries, cities, or exchanges, or by blocking calls using certain customer authorization code, when SmartStop deems it necessary to take such action to prevent unlawful use of its service. SmartStop will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new account number to replace the one that has been deactivated.
- 2.5.4 If SmartStop chooses to add dial tone or other direct access services in addition to prepaid and postpaid telephone cards, sections 2.5.5, 2.5.6, and 2.5.7 would apply.

**2.6 Billing Arrangements**

- 2.6.1 SmartStop Card Calls: Charges for calls of this type will be prepaid upon purchase by the subscriber of a SmartStop Calling Card. SmartStop customer service agents will have itemized call detail information on-line in order to answer customers' questions. Upon verification that the caller is a SmartStop customer, written itemization of charges can be obtained from customer service.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

- 2.6.2 **Credit Card Call:** Itemization of charges posted to credit cards will be included on the subscriber's regular monthly statement from the card-issuing company, or a monthly statement in the case of LEC and direct billed Cards.
- 2.7 **Billing of Calls:** All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills should be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.
- 2.8 **Validation of Credit** SmartStop reserves the right to validate the credit worthiness of users through available verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or SmartStop may refuse to place the call.
- 2.9 **Contested Charges:** All bills are presumed accurate, and shall be absolutely binding on the Subscriber unless objection is received by SmartStop days after such bills are rendered. In the case of a billing dispute between the Subscriber and SmartStop for service furnished to the Subscriber, which cannot be settled with mutual satisfaction, the Subscriber can take the following course of action:
- 2.9.1 First, the Subscriber may request, and Carrier will provide, an in-depth review of the disputed amount by contacting customer service at: 1-800-717-5485. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.

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**SECTION 2. RULES AND REGULATIONS (Cont'd)**

2.9.2 If a user is not satisfied with SmartStop's resolution of a disputed charge, the user may contact the Florida PSC at the following address:

Florida Public Service Commission  
101 Gains St.  
Tallahassee, FL 32399-0850

904-413-6600 X 349

- 2.10 Taxes: All federal, state and local taxes (e.g., excise tax, gross receipts tax, sales tax, municipal Service tax) are included in the amount deducted for each call that is placed through a prepaid telephone calling card.
- 2.11 Deposits: SmartStop does not require a deposit from the Subscriber.
- 2.12 Directory Assistance: SmartStop does not provide Directory Assistance.

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**SECTION 3. DESCRIPTION OF SERVICE**

- 3.1 **General Description of Services:** SmartStop provides interexchange telecommunications services, including switched and dedicated access long distance communications service. Calls are rated based on the duration of the call. SmartStop also provides COCOT, COPT and IPP services.
- 3.2 **Calling Card Service:** Calling Card Service is a product that is neither time of day nor distance sensitive while calling within the United States, that provides prepaid calling card service (see "Service Offerings" below).
- 3.3 **Calculation of Usage Rates:** Billing for a call placed over the SmartStop network is based on the duration of the call. Billing is in increments set forth in the rate schedules. Calls are rounded up to the next full increment. Timing of each call begins as specified below, and ends when either the calling party or the called party hangs up.
- 3.3.1 **When Billing Charges Begin and End for Phone Calls:** The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2-way communication, often referred to as "conversation time" is possible.). When the called party picks up it is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.4 Minimum Call Completion Rate:** A customer can expect a call completion rate of not less than 99% during peak use periods for all FG D services ("1+" dialing).

**3.5 Service Offerings**

**3.5.1 SmartStop Calling Card Service:** This service permits use of a prepaid SmartStop Calling Card for placing long distance calls. Users may purchase these cards at a variety of retail outlets or through other distribution channels. SmartStop Calling Cards are available at face values of \$5.00 to \$50.00. A call is placed by dialing an 800 number to obtain access to SmartStop's network. The caller is prompted by an automated voice response system to enter his/her account number, and then to enter the terminating telephone number.

**3.5.1.A** SmartStop's processor tracks the call duration and destination on it's calling card products for rating purposes on a real time basis. The total price of each call, including applicable taxes, is deducted from the prepaid amount on the caller's SmartStop card. Should the balance on the card approach zero, the caller is so advised, and, if desired, the caller may follow voice prompts to reach a live operator who will aid the user in accomplishing a recharge.

**3.5.1.B** Special features are available for use with some SmartStop cards. These features include speed-calling capability for two-digit dialing of up to ninety numbers. In addition, multiple calls can be made without re-dialing an access number or account number.

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**SECTION 3. DESCRIPTION OF SERVICE (Cont'd)**

**3.5.1.C** SmartStop offers universal origination from anywhere in the United States and termination both domestically and internationally. Availability of termination may be limited by SmartStop's operating authority limits, or by service availability for international direct dialing. Not all of SmartStop's cards will have international termination ability.

**3.5.1.D** Customers reselling or rebilling telecommunication services must have a certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission

**3.6.1** SmartStop provides COCOT, COPT and IPP services. All interstate services, operator services and directory services shall be provided by SmartStop's underlying carrier. Intrastate calls are charged in full minute increments, with a four (4) minute minimum.

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**SECTION 4. RATES AND CHARGES**

**4.1 SmartStop Calling Card Rates**

**4.1.1** SmartStop will enter agreements with retailers or other distributors of a SmartStop card to discount the price of cards purchased by a particular retailer or other distributor in order to induce the distributor to offer the cards to end users. These distribution arrangements will not affect the rates charged to end users of the cards.

**4.1.2** SmartStop may enter special arrangements with certain customers who purchase cards in volume directly from SmartStop. The discount will consist of reductions of price for the denomination of card or cards being purchased.

**4.2 Charges Computation**

**4.2.1** Calls processed by SmartStop are rated and charged in accordance with the rate schedules set forth herein.

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**SECTION 4. RATES AND CHARGES (Cont'd)**

- 4.2.2 Chargeable time begins when the called party answers and a connection has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Calls are measured and billed in increments set forth in the rate table for each service offering; fractional minutes of use are rounded up to the next full increment. Calls beginning in one rate period and ending in another will be billed at the rate applicable to at the beginning of the call. Consumers using SmartStop will not be charged for unanswered or uncompleted calls.
- 4.2.3 All Calling Card Cards other than LEC billed, Credit billed cards and direct billed cards expire six (6) months after the date of last use, or last recharge, whichever is later. Credit calling cards (LEC and direct billed) and those continually recharged would not expire.
- 4.2.4 Call detail history is available on any particular card for a charge of \$5.00 per request; provided however, detail is not available for periods in excess of nine months from the date of request.
- 4.2.5 Hearing and Speech Impaired Persons: Intrastate toll message rates for TDD users shall be evening and night calls.
- 4.2.6 Telecommunications Relay Service: For intrastate toll calls received from the relay service, the Company will, when billing relay calls, discount relay service calls by 50 percent of the otherwise applicable rate for a voice nonrelay call except that

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**SECTION 4. RATES AND CHARGES (Cont'd)**

where either the calling or called party indicates that either party is both visually hearing and visually impaired, the call shall be discounted 60 percent off the otherwise applicable rate for the voice nonrelay call. The above discounts apply only to time sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

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**SECTION 4. RATES AND CHARGES (Cont'd)****4.3 Rate Schedules**

- 4.3.1: **"DriveLine PLUS" Calling Card Service:** A prepaid calling card service that is offered to truck drivers. The service includes access to special services that are uniquely useful to truck drivers, including voice mail, load services and road condition information. Customers will reach SmartStop's network via a toll free number. A customer who elects to use this service will pay the tariffed rates for calls charged to the card. Card calls are billed in one-minute initial and additional increments.

Per Minute Rates:

**DriveLine Plus Calling Card:**

Per Minute Rates:

	<u>Face</u>	<u>Rate</u>
Card cost	\$10.00	\$0.33
Card Cost	\$20.00	\$0.33
Card Cost	\$40.00	\$0.31

All cards recharge at the rate of \$0.25 per minute.

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**SECTION 4. RATES AND CHARGES (Cont'd)**

- 4.3.2 **"AmBest Calling Card" Service:** Prepaid card service is a prepaid long distance calling card service. As Users access the service their usage is automatically deducted from the remaining card balance. These prepaid cards are decremented in 1 minute increments.

**Per Minute Rates:**

	<u>Face</u>	<u>Rate</u>
Card cost	\$5.00	\$0.33
Card cost	\$10.00	\$0.33
Card cost	\$20.00	\$0.25

Recharges are available in \$10.00 and \$20.00 increments with recharges being at the rate of \$0.25

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**SECTION 4. RATES AND CHARGES (Cont'd)**

- 4.3.3 **"TransCard Calling Card" Service:** Prepaid card service is a prepaid long distance calling card service. As Users access the service their usage is automatically deducted from the remaining card balance. These prepaid cards are decremented in 1 minute increments.

**Per Minute Rates:**

	<u>Face</u>	<u>Rate</u>
Card cost	\$5.00	\$0.33
Card cost	\$10.00	\$0.33
Card cost	\$20.00	\$0.31
Card cost	\$30.00	\$0.28
Card cost	\$40.00	\$0.28
Card cost	\$50.00	\$0.28

Recharges are available with recharges being at the rate of \$0.25 per minute

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**SECTION 4. RATES AND CHARGES (Cont'd)**

**4.3.4 COCOT, COPT AND IPP Service:** - SmartStop is in the business of providing Company Owned Coin Operated Telephones, Coin Operated Pay Telephones and Independent Payphone Provider services. All interstate services, operator services and directory services shall be provided by SmartStop's underlying carrier. Intrastate long distance calls are charged in full minute increments, with a four (4) minute minimum.

Intrastate long distance flat rate, for all periods: \$0.25 per minute.  
Local Calls: \$0.35

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