



DEPOSIT
D 8 0 8

DATE July 10, 1998
VIA OVERNIGHT DELIVERY
JUL 13 1998

210 N. Park Ave.
Winter Park, FL
32789
Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 279
Tallahassee, FL 32399-0850

980875-TI

P.O. Drawer 200
Winter Park, FL
32790-0200

RE: Initial Application and Tariff of First Call USA, Incorporated for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of First Call USA, Incorporated.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250, to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose. I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Thomas M. Forte
Consultant to
First Call USA, Incorporated

Enclosures

cc: B. Kaye - First Call
tofile: First Call - FL
tms: FLo9800

98 JUL -3 AM 9 48
MAIL ROOM
RECEIVED
PUBLIC SERVICE COMMISSION
DOCUMENT NUMBER - DATE
07349
FSC-RECORDS/REGISTRATION

FLORIDA PUBLIC SERVICE COMMISSION

DIVISION OF COMMUNICATIONS
BUREAU OF SERVICE EVALUATION

APPLICATION FORM
for

AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS SERVICE
WITHIN THE STATE OF FLORIDA

Instructions

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Communications
Bureau of Service Evaluation
2540 Shumard Oak Boulevard
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6600**

- E. 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 Administration
2540 Shumard Oak Blvd.
Gunter Building
Tallahassee, Florida 32399-0850
(904) 413-6251**

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

- () **Facilities based carrier** - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.
- (X) **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.
- (X) **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.
- (X) **Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. This is an application for:

- Original Authority (new company)
- Approval of transfer (to another certificated company)
- Approval of assignment of existing certificate (to a noncertificated company)
- Approval for transfer of control (To another certificated company).

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

First Call USA, Incorporated

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

Not Applicable

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

First Call USA, Incorporated
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496
Telephone: (561) 495-1101
Facsimile: (561) 495-8440

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

See #5 Above

7. Structure of organization:

- Individual
- Foreign Corporation
- General Partnership
- Other, Limited-liability company
- Corporation
- Foreign Partnership
- Limited Partnership

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

Not applicable.

- (a) Provide proof of compliance with the foreign 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 the 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: F98000003058

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

First Call USA, Incorporated
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496
Telephone: (561) 495-1101
Facsimile: (561) 495-8440

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

Fictitious name registration number: Not Applicable

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

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

No officer, director or stockholder of the Company has been adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime. No officer, director or stockholder of the Company are involved in proceedings which may result in such action.

(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 the company, give reason why not.

No officer, director, partner or stockholder of the Company is an officer, director or stockholder in any other Florida certificated telephone company.

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

(a) The application:

Thomas M. Forte
Consultant to First Call USA, Incorporated
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Mr. Brett Kaye, President
First Call USA, Incorporated
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496
Telephone: (561) 495-1101
Facsimile: (561) 495-8440

(c) Tariff:

Thomas M. Forte
Consultant to First Call USA, Incorporated
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Customer Service Manager
First Call USA, Incorporated
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496
Toll Free: (xxx) xxx-xxxx
Facsimile: (561) 495-8440

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

None.

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

First Call will be filing applications in 12 additional states during 1998.

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

None.

(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 carrier or other telecommunications entity, and the circumstances involved.

None

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

- Facilities Operators
 Billing and Collection Sales
 Maintenance
 Other: None anticipated at this time

13. Do you have a marketing program?

No

14. Will your marketing program:

Not Applicable

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

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

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 & motel guests
 Universities Univ. dormitory residents
 Other: (specify) Anyone who uses the Company's service

17. Please provide the following (if applicable):

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

Yes, First Call USA, Incorporated name will appear on the bill.

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

The Company will utilize either LEC billing arrangements or in-house billing depending on the customer type.

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

See Attachment III.

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.

See Attachment IV.

C. Technical capability.

As a reseller, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.

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).

See Attachment II.

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

- MTS with distance sensitive per minute rates**
- ___ Method of access is FGA
___ Method of access is FGB
 Method of access is FGD
___ Method of access is 800
- ___ **MTS with route specific rates per minute**
- ___ Method of access is FGA
___ Method of access is FGB
___ Method of access is FGD
___ Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)**
- ___ Method of access is FGA
___ Method of access is FGB
___ Method of access is FGD
 Method of access is 800
- MTS for pay telephone service providers.**
- ___ **Block of time calling plan (Reach Out Florida, Ring America, etc.)**
- 800 Service (Toll free)**
- ___ **WATS type service (Bulk or volume discount)**
- ___ Method of access is via dedicated facilities
___ Method of access is via switched facilities
- ___ **Private line services (Channel Services)**
(For ex. 1.544 mbps, DS-3, etc.)
- Travel service**
- ___ Method of access is 950
 Method of access is 800
- ___ **900 service**

X **Operator Services**

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

Services included are:

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

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

The Customer will dial 1+ the area code, if applicable, plus the terminating telephone number for direct dial services. Customers will dial (0+) or (0-) for all operator services. For travel and debit service calls: an 800 access number, plus identification number, plus the destination telephone number.

22. Other:

**** 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 its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **RECEIPT AND UNDERSTANDING OF RULES:** I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange service.
6. **ACCURACY OF APPLICATION:** By my signature below, I the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775.083".

UTILITY OFFICIAL: _____

Signature

Date

Brett Kaye
President

6/18/98
(561) 495-1101

APPENDICES:

- A - CERTIFICATE TRANSFER STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - INTRASTATE NETWORK
- D - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

ATTACHMENTS:

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

FORM PSC/CMU 31 (11/95)

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

**** APPENDIX A ****

CERTIFICATE OF TRANSFER STATEMENT

I, (TYPE NAME) _____,
(TITLE) _____, of (NAME OF COMPANY) _____,
and current holder of certificate number _____, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

Not Applicable.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone

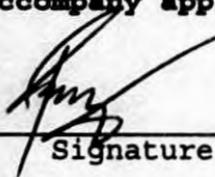
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

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

UTILITY OFFICIAL:


Signature

6/18/98
Date

Brett Kaye
President

(561) 495-1101

**** APPENDIX C ****

INTRASTATE NETWORK

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

1) None. 2)

3) 4)

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

1) None 2)

3) 4)

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

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
-------------------	-------------	------------------

1) None

2)

3)

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

Statewide.

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

Not applicable.

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

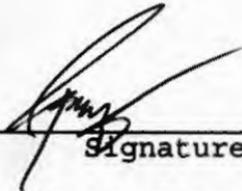
(a) What services have been provided and when did these service begin?

Not applicable.

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

Not applicable.

UTILITY OFFICIAL:



Signature

Brett Kaye

President

6/18/98

Date

(561) 495-1101

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES

AND

EAS ROUTES

Describe the service area in which you hold yourself out to provide service by telephone company exchange. If all services listed in your tariff are not offered at all locations, so indicate.

In an effort to assist you, attached is a list of major exchanges in Florida showing the small exchanges with which each has extended area service (EAS).

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

<u>Extended Service Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.	
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.	
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.	
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.	
OCALA:	Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.	
DAYTONA BEACH:	New Smyrna Beach.	

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

WEST PALM BEACH:	Boynton Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale.
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

First Call USA, Incorporated intends to offer service throughout the State of Florida.

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

ATTACHMENT II

PROPOSED TARIFF

TITLE SHEET

FIRST CALL USA, INCORPORATED.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by First Call USA, Incorporated with principal offices located at 5030 Champion Boulevard, Suite 6403, Boca Raton, Florida 33496. 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: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

CHECK SHEET

All 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	24	Original
2	Original	25	Original
3	Original	26	Original
4	Original	27	Original
5	Original	28	Original
6	Original	29	Original
7	Original	30	Original
8	Original	31	Original
9	Original	32	Original
10	Original	33	Original
11	Original	34	Original
12	Original	35	Original
13	Original	36	Original
14	Original	37	Original
15	Original	38	Original
16	Original	39	Original
17	Original	40	Original
18	Original	41	Original
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		

ISSUED: July 13, 1998**EFFECTIVE:****ISSUED BY:****Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

TABLE OF CONTENTS

Title Sheet 1

Check Sheet 2

Table of Contents 3

Alphabetical Index 4

Symbols 5

Tariff Format 6

Section 1: Technical Terms and Abbreviations 7

Section 2: Rules and Regulations 12

Section 3: Description of Service 26

Section 4: Rates and Charges 32

ISSUED: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

ALPHABETICAL INDEX

Abbreviations	11
Advance Payments	16
Application of Charges	18
Aggregator Obligations	22
Calculation of Credit Allowance	19
Calculation of Distance	28
Call Routing	22
Cancellation by Customer	17
Cancellation Credit	19
Carrier Responsibility	19
Credit Allowance	16
Customer Responsibility	15
Definitions	7
Deposits	16
Directory Assistance	32
Directory Assistance Rates	33
Disconnection of Service by Carrier	20
Discounts for Hearing Impaired	39
Exemptions and Special Rates	34
First Call Operator Service Description	30
Fractional Charges	20
Hearing or Speech Impaired	29
Incomplete Calls	23
Interconnection	27
Interruption of Service	14
Limitation of Liability	13
Limitations on Service	12
Maintenance, Testing and Adjustment	16
Minimum Call Completion Rate	29
Operator Dialed Surcharge	33
Operator Services	33
Operator Surcharges	33
Payment and Charges for Services	17
Provision of Service	12
Return Check Charge	36
Special Conditions Governing Operator Services	21
Start of Billing	27
Symbols	5
Tariff Format	6
Timing of Calls	26
Time of Day Rate Periods	32
Terminal Equipment	28
Use of Service	13

ISSUED: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

SYMBOLS

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

D - Deleted or Discontinued Material

I - Change Resulting In An Increase To A Customer's Bill

M - Moved From Another Tariff Location

N - New Material

R - Change Resulting In A Reduction To A Customer's Bill

**T - Change In Text or Regulation But No
Change In Rate or Charge**

ISSUED: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper-right corner of the sheet. Sheets are numbered sequentially. When a new sheet is added between existing sheets with whole numbers, a decimal is added. For example, a new sheet added between Sheet 34 and Sheet 35 would be Sheet 34.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, 4th Revised Sheet 34 cancels 3rd Revised Sheet 34.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1.
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i).1)
- D. **Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new sheets are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current sheet on file with the Commission.

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: Brett Kaye, President
 5030 Champion Boulevard, Suite 6403
 Boca Raton, Florida 33496

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions:**

Aggregator - Any person or entity that, in the ordinary course of its operations, makes telephones available to the public or to end users of its premises for telephone calls using a provider of operator services.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Reseller to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

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

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Calling Card Call - A call billed to a card number issued by a Local Exchange Company.

Carrier/Company - First Call USA, Incorporated unless otherwise specified or clearly indicated by the context.

Collect Call - A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party accepts the charge.

Completed Calls - Completed calls are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed to a customer when brought to the Company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions: (Cont'd.)**

Credit Card Call - A call billed to a major credit or charge card such as Visa, MasterCard or American Express.

Custom Account Coding - Allows the customer to create tables of unique project and/or account numbers for their private use.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer Provided Equipment - Terminal equipment provided by a customer

Day Rate Period - 8:00 a.m. to 4:59 p.m. Monday through Friday.

Directory Assistance - Directory Assistance Service consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau. Directory Assistance personnel cannot complete calls to requested telephone numbers.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Evening Rate Period - 5:00 p.m. to 10:59 p.m. Sunday through Friday.

Excessive Call Attempt - A customer attempt to make a call over the Carrier's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

First Call - Used to refer to First Call USA, Incorporated unless otherwise specified or clearly indicated by the context.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions: (Cont'd.)**

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line)

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m.; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

Pay Telephone - A telephone instrument equipped with a device that allows a charge to be made for each call. Operator assisted long distance service is offered by the Carrier through providers of customer-owned pay telephones.

Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.1 Definitions: (Cont'd.)

Point-of-Presence (POP) - A Carrier-designated location where a facility is maintained for the purpose of providing access to its service.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Subscriber - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which and end user places a call utilizing the services of the Company.

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

Third Party Billed Call - A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: Brett Kaye, President
 5030 Champion Boulevard, Suite 6403
 Boca Raton, Florida 33496

SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Abbreviations:

LATA - Local Access Transport Area

LDA - Local Distribution Area

LEC - Local Exchange Carrier

MTS - Message Toll Service

NSF - Non-Sufficient Funds

OSP - Operator Service Provider

PBX - Private Branch Exchange

SAL - Special Access Line

V&H - Vertical and Horizontal

WATS - Wide Area Telephone Service

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY:

Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS**2.1 Provision of Service**

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications. The service is provided to multiple users.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in a service agreement and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. Carrier provides service subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to all equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.3 Use of Service**

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

2.4 Limitation of Liability

2.4.1 Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.

2.4.2 Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.4 Limitation of Liability, (Cont'd.)**

2.4.3 Carrier shall be indemnified and held harmless by the customer against:

- (A) Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
- (B) All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.

2.4.4 With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

2.5 Interruption of Service

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Commission.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility**

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- (A) The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- (B) When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- (C) The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user;
 - 2. Improper use of service; or
 - 3. Any use of equipment or service provided by others.
- (D) After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

ISSUED: July 13, 1998**EFFECTIVE:****ISSUED BY:**

Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.2 Maintenance, Testing and Adjustment**

Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment which may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

The Company does not require a deposit from the customer.

2.7.4 Advance Payments

For customers whom the Company feels an advance payment is necessary, Carrier reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month.

2.7.5 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- (A) Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- (B) The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

ISSUED: July 13, 1998**EFFECTIVE:****ISSUED BY:**

Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.4 Credit Allowances, (cont'd.)**

(C) Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:

1. Interruptions of service resulting from Carrier performing routine maintenance;
2. Interruptions of service for implementation of a customer order for a change in the service;
3. Interruption caused by the negligence of the customer or his authorized user;
4. Interruptions of service due to customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and Carrier, customer will be charged for all nonrecoverable portions of expenditures or liabilities incurred by Carrier on behalf of the customer and not fully reimbursed by installation charges and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer.

ISSUED: July 13, 1998**EFFECTIVE:****ISSUED BY:**

Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.7 Customer Responsibility, (Cont'd.)

2.7.6 Payment and Charges for Services, (cont'd.)

(A) Payment of Charges

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

1. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
2. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
3. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.7 Application of Charges

The charge for service are those in effect for the period that service is furnished.

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.8 Carrier Responsibility****2.8.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- (A) No credit shall be allowed for an interruption of less than two hours.
- (B) The customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- (C) When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.
- (D) Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.

2.8.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was not rendered or the equipment was not provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.8 Carrier Responsibility, (Cont'd.)

2.8.3 Disconnection of Service by Carrier

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- (A) Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- (B) A violation of any regulation governing the service under this tariff;
- (C) A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- (D) Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

ISSUED: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.9 Special Conditions Governing Operator Services****2.9.1 Company Obligations**

When providing Operator Services to Aggregators, the Company will:

- (A) Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- (B) Inform the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- (C) Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- (D) Withhold payment of commission or any other compensation to a Customer who engages in blocking 800, 950 and 10XXX access calls.
- (E) Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.
- (F) Rate and bill calls from their actual point of origination, unless the End User consents to a different arrangement.
- (G) Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)**2.9 Special Conditions Governing Operator Services, (Cont'd.)****2.9.2 Aggregator Obligations**

(A) The Company requires each operator service customer to post an informational card (tent card), as defined in Section 2.9.6 of this tariff, on or near the telephone notifying the End User of the following information:

1. The name, address and toll-free number of the operator service provider.
2. The Company's operator service rates (collect, credit card, person-to-person, etc.).
3. The Company's billing procedures.
4. IntraLATA dialing instructions.
5. IntraLATA rates or how to obtain these rates.
6. InterLATA dialing instructions.
7. InterLATA rates or how to obtain these rates.
8. Hotel surcharge for local calls, if any, which are billed by the hotel.
9. Hotel surcharge for long distance calls, if any which are billed by the hotel.

2.9.3 Operator Service Billing Procedures

Subscribers will be billed for operator assisted calls by the Carrier's billing agent. Invoices for these services will be included in the subscriber's local telephone bill. The subscriber will be billed directly for all private line services.

2.9.4 Call Routing

Carrier will route all 0- and 0+ intraLATA calls to the Local Exchange Company for appropriate handling.

ISSUED: July 13, 1998**EFFECTIVE:****ISSUED BY:**

Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd)

2.9.5 Incomplete Calls

There shall be no charge to the caller for incomplete calls.

- (A) Carrier will not knowingly bill for uncompleted calls.
- (B) Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.
- (C) An uncompleted call includes, but shall not be limited to:
 - 1. calls terminating in an intercept recording, line intercept operator or a busy tone; or
 - 2. calls that do not answer.
- (D) An uncompleted call does not include calls using busy line interrupt, -line -status verification or directory assistance services.

ISSUED: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd)

2.9.6 Sample Tent Card for Aggregator Locations - The Company provides a tent card for OSP calls. An example of the front and back of the tent card is provided below.

(A) Front of Card

Hotel Name
Address
City, State Zip Code
Telephone Number

TELEPHONE DIALING INSTRUCTIONS

Front Desk.....	Dial 0
Room to Room.....	Dial the Room Number Desired
Local Calls.....	9 + Number (\$0.xx Surcharge)
Local Exchange Company Operator.....	9 + 0
Long Distance Calls.....	# + 1 + Area Code + Number (\$0.xx Surcharge)
Toll-Free Calls.....	9 + 1 + 800 + Number
Long Distance Calling Cards.....	# + 0 + Area Code + Number
Operator Assisted.....	After the tone, enter your calling card number or stay on the line for operator assistance.
International Calls.....	# + 011 + Country Code + City Code + Number
Emergency Calls.....	9 + 911

Operator service provided by First Call USA, Incorporated All 0- intraLATA calls are routed to the local telecommunications provider. To access the long distance carrier of your choice, dial the access code provided by that carrier or contact the carrier for more information. If you desire your call to be made by a carrier other than First Call USA, Incorporated, you may do so by dialing 9 + 10XXX. For specific rates please turn card over.

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 2 — RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd)

2.9.6 Sample Tent Card for Aggregator Locations, (cont'd.)

(B) Back of Card

Rate Information

To access the long distance carrier of your choice, dial the access code provided by that carrier or contact the carrier for more information. For specific intraLATA, interLATA, or interstate rates, dial a First Call Long Distance International operator, or customer service at (800) 577-5534.

Billing Procedure

Operator Service Calls will be billed through the Local Telephone Company of Credit Card Company designated by the caller. First Call USA, Incorporated calls will be identified by name.

First Call USA, Incorporated
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: **Brett Kaye, President**
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.1.1 The customer's monthly usage charges for Carrier service are based upon the total number of minutes use by the customer and the service options subscribed to. Chargeable time begins when a two way communication is established between the calling party and the called party or PBX. Chargeable time ends when either party "hangs up."
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this rate sheet.
- 3.1.4 Calls are measured and billed in one minute increments unless otherwise indicated in this rate sheet. Any partial minute is rounded up to a full minute.
- 3.1.5 There is no billing applied for incomplete calls.

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which services or any portion of thereof was discontinued

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier 's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer. The Customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

The customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other criteria as may be prescribed by Carrier. The customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the customer's service.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates currently used within the telephone industry.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

3.7 Hearing or Speech Impaired Persons

Rates for calls are reduced for residence or single-line business customers who meet the following requirements:

3.7.1 The customer is certified to the Company as having a hearing or speech impairment that prevents telephone voice communications.

3.7.2 The customer uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications.

3.7.3 The customer provides a written application to Company for reduced rates.

3.7.4 The customer designates to the Company one telephone number associated with that customer's service and telecommunications device.

3.7.5 Special Rates for Hearing or Speech Impaired

Intrastate toll message rates for hearing and speech impaired persons meeting the above requirements shall be those rates set forth in Section 4 of this tariff.

ISSUED: July 13, 1998**EFFECTIVE:****ISSUED BY:**

Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.8 First Call Operator Services**

A service provided to host locations for use by transient End users. This service anticipates the provision of Operator Services and/or billing options. Service is offered under this Tariff to Aggregators throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying carrier to any valid NPA-NXX in the United States.

Calls are measured as described in Sections in this tariff and rated based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges apply.

3.8.1 Operator Service Call Types

Credit Card - A service whereby the End User placing the call bills the call to a commercial credit card, such as Mastercard, VISA, American Express or Diners Club

Telco Card - A service whereby the End User placing the calls bills the call to a Telephone Company issued Calling Card, with or without Operator Assistance.

Operator Station - A service whereby the End User places a station to station call which is billed via credit card, calling, card, collect or third party with the assistance of an operator (live or automated)

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)

3.8 First Call Operator Services, (Cont'd.)

3.8.1 Operator Service Call Types, (cont'd.)

Person-to-Person - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, of office to be reached through a PBX attendant. A Person-to-Person call may be billed to the called party, a third number, a credit card or a calling card.

Time and Charges - A service whereby the End User requests the Company to monitor the start and stop time of a call for the purpose of on-site payment and/or other call accounting purposes.

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY:

Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES

4.1 Time-Of-Day Rate Periods

4.1.1 Basic Time-of-Day Rate Periods

The following time-of-day and day-of-week rate periods are applicable to all calls. Evening rates shall apply to all calls placed on the Company's recognized Holidays except when a lower rate would normally apply.

Day Rate Period 8:00 AM to 5:00* PM Monday through Friday

Evening Rate Period 5:00 PM to 11:00* PM Sunday through Friday

Night/Weekend
Rate Period 11:00 PM to 8:00* AM Monday through Friday and all day
Saturday and Sunday until 5:00 PM

* to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

4.2 Directory Assistance

Per Call Charge \$0.85

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES, (CONT'D.)

4.3 First Call Operator Services

4.3.1 Usage Rates

Mileage Bands	Day		Evening		Night	
	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute	Initial Minute	Each Add'l. Minute
1-10	\$0.2000	\$0.2000	\$0.1500	\$0.1500	\$0.1200	\$0.1200
11-22	0.2200	0.2200	0.1700	0.1700	0.1300	0.1300
23-55	0.2500	0.2500	0.1900	0.1900	0.1400	0.1400
56-124	0.2700	0.2700	0.1900	0.1900	0.1500	0.1500
125-292	0.2800	0.2800	0.1900	0.1900	0.1600	0.1600
293-430	0.2800	0.2800	0.2000	0.2000	0.1600	0.1600
431 +	0.2800	0.2800	0.2100	0.2100	0.1600	0.1600

4.3.2 Operator Surcharges

Class of Service	
Customer Dialed Calling Card	
Customer Dialed/Automated	\$0.95
Customer Dialed/Operated Asst.	\$2.25
Customer Dialed/Operated Must Assist	\$0.95
Operator Dialed Calling Card Station	\$2.25
Operator Station	
Collect	\$2.25
Billed to Third Party	\$2.35
Sent Paid - Non Coin	\$2.30
Sent Paid - Coin	\$2.05
Person To Person	\$4.90

4.3.3 Operator Dialed Surcharge **\$1.15**

ISSUED: July 13, 1998

EFFECTIVE:

ISSUED BY: **Brett Kaye, President**
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES, (CONT'D.)**4.7 Exemptions and Special Rates****4.7.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- (a) The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- (b) The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% of the applicable rate.

ISSUED: July 13, 1998**EFFECTIVE:**

ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496

SECTION 4 - RATES, (CONT'D.)

4.8 Exemptions and Special Rates

4.8.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

4.8.3 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for directory assistance calls placed by handicapped customers.

ISSUED: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

SECTION 4 - RATES, (CONT'D.)

4.9 Return Check Charge

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

ISSUED: July 13, 1998

EFFECTIVE:

**ISSUED BY: Brett Kaye, President
5030 Champion Boulevard, Suite 6403
Boca Raton, Florida 33496**

**FIRST CALL USA, INCORPORATED
RESUMES**

Mr. Brett Kaye, President & CEO

Mr. Kay is President & CEO of First Call USA. Prior to his founding this company, he was President of Call Central. As President, he developed a corporate philosophy which focused on excellence and customer service. In two years Call Central has shown tremendous growth in sales and revenues.

Mr. Kaye's expertise lies in sales, technical knowledge of the industry and product development. He received a degree in Business Administration from Jacksonville University, Jacksonville Florida.

ATTACHMENT III
FINANCIAL STATEMENTS

**ATTACHMENT III - A
FIRST CALL USA, INCORPORATED
Financial Resources Statement**

First Call USA, Incorporated ("First Call") is a new corporation formed on May 13, 1998 and has not started to provide services at this time. The company is providing a 1998 and 1999 pro forma financial statement with this application showing the company's financial plans. These pro forma's show that the company anticipates showing a positive income after July 1999.

First Call proposes to operate as a reseller in the state. There are minimal capital requirements or expenses that the company will experience when starting it's Florida operations. All transmission will be provided by the underlying carrier. The company has structured its retail pricing so that its per minute rate covers its per minute cost, thus assuring an almost instantaneous positive cash flow.

The company also points to the resumes provided with the application. These resumes show that First Call has the managerial experience and entrepreneurial skill necessary to run the company.

First Call USA
Balance Sheet Proforma 1998 - 2002

Assets	1998	1999	2000	2001	2002
Cash	\$ -	\$ -	\$ 1,735,400	\$ 11,893,701	\$ 46,138,716
Accounts Receivable	45,351	414,084	7,031,556	24,577,383	79,369,820
Allowance	(2,268)	(20,704)	(351,578)	(1,228,869)	(3,968,491)
Deposits	800	1,667	8,333	13,333	13,333
Fixed Assets, Net	3,600	24,200	56,333	45,133	33,133
Total Assets	\$47,483	\$419,248	\$ 8,480,045	\$35,300,882	\$121,588,511
Liabilities					
Accounts Payable	\$ 15,473	\$ 129,088	\$ 2,476,503	\$ 8,241,978	\$ 26,719,960
Loan Bank - Receivables	29,478	289,154	4,570,512	15,975,299	51,590,383
Loan Bank - Long Term Liability	71,549	111,867	-	-	-
Total Liabilities	116,500	510,109	7,047,014	24,217,277	78,310,343
Equity					
Common Stock	100	100	100	100	100
Paid in Capital in Excess of Par	6,900	6,900	6,900	6,900	6,900
Retained Earnings: Prior Months	(65,281)	(102,979)	1,143,431	10,153,939	40,200,515
Retained Earnings: Current Month	(10,736)	5,116	282,600	922,466	3,068,653
Total Equity	(69,017)	(90,882)	1,433,031	11,083,405	43,276,168
Total Equity and Liabilities	\$47,483	\$419,248	\$ 8,480,045	\$35,300,882	\$121,588,511

First Call USA
Cash Flow Projections 1998 - 2002

	1998	1999	2000	2001	2002
Cash Receipts					
Factored %					
Factored Receivables	\$ 101,837	\$ 1,129,347	\$ 14,029,489	\$ 85,408,888	\$ 275,811,025
Unfactored Receivables	38,016	479,053	5,722,530	39,847,178	129,338,278
Total Cash Receipts	140,853	1,608,400	20,652,299	125,256,066	405,149,303
Cash Disbursements					
Cost of Sales					
Commissions	82,878	848,369	11,182,887	63,583,414	205,335,290
Network Costs	23,824	230,008	3,186,128	18,818,209	53,888,587
Rating Costs	3,137	4,788	-	-	-
Processing Fees - LEC	3,344	37,425	457,325	2,831,802	9,488,240
Billing Fees	1,780	18,800	186,775	1,233,348	3,982,948
Total Cost of Sales	114,463	1,150,191	14,864,118	84,368,672	272,463,068
Cash Flow After Cost of Sales:	26,390	458,209	5,688,183	40,887,394	132,686,235
Expenses					
Advertising Expenses	5,200	5,200	24,000	38,000	40,000
Bad Debt Expense	5,574	62,375	782,209	4,888,804	15,780,401
Bank Charges	280	320	2,300	3,000	3,200
Dues and Subscriptions	400	400	4,884	11,783	12,800
Equipment Lease	1,800	1,800	6,138	8,000	8,000
Insurance - Medical	4,400	4,400	6,520	6,520	6,520
Insurance - Workers Comp	238	793	4,244	22,821	70,323
Finance Fees	3,832	28,841	215,000	1,313,832	4,242,222
Legal and Professional	1,400	800	-	-	-
Meals/Entertainment Exp	1,080	2,783	21,583	24,000	24,000
Office Expenses	280	440	5,350	12,000	12,000
Outside Services	28,085	37,240	37,240	37,240	37,240
Payroll/Other Tax Expense	1,820	1,820	29,279	223,181	741,324
Postage/Courier	280	440	5,290	7,200	7,200
Rent/Lease Expense	4,800	11,800	88,887	101,887	108,887
Salaries Officers	24,000	24,000	388,883	2,788,782	9,288,583
Salaries Staff	11,000	85,800	254,487	281,800	305,087
Telephone Office	1,400	6,871	38,583	40,000	40,000
Travel	3,500	4,000	35,154	40,000	40,000
Total Cash Out From Expenses:	100,238	277,484	1,884,888	9,848,708	30,743,518
Net Cash Flow After Expenses	(73,748)	181,714	3,773,585	31,040,280	101,950,718
Corporate Quarterly Taxes	-	-	389,874	3,150,285	10,437,824
Capital Investment by Shareholder	(7,000)	-	-	-	-
Deposits	800	887	6,867	5,000	-
Equipment Purchase	4,000	20,000	32,000	-	-
Net Cash Flow For Company	(71,548)	170,848	3,344,944	27,884,985	91,513,094
Loan from Bank					
Bank Loan: Credit Line	\$ (71,548)	\$ (78,036)	\$ -	\$ -	\$ -

First Call USA

Projected Income Statement For the Years Ending 1998 - 2002

	1998	1999	2000	2001	2002
Revenue					
Operator Services	156,826	1,737,456	22,968,414	131,394,901	424,324,653
Total Revenue	156,826	1,737,456	22,968,414	131,394,901	424,324,653
Cost of Sales					
Commissions	94,085	1,042,474	13,781,048	78,836,941	254,594,792
Network Costs	23,524	280,818	3,445,262	19,709,235	63,648,666
Rating Costs	3,137	8,850	-	-	-
Processing Fees - LEC	4,705	52,124	689,052	3,941,847	12,729,740
Billing Fees	2,457	25,908	294,817	1,658,815	5,356,953
Total Cost of Sales	127,917	1,399,973	18,210,180	104,146,838	336,330,162
Gross Profit	28,909	347,483	4,758,234	27,248,063	87,994,471
Overhead Expenses					
Advertising Expenses	5,200	7,800	28,000	50,000	60,000
Bank Charges	320	480	3,200	4,300	4,800
Bad Debt Expense	7,841	88,873	1,148,421	6,589,745	21,216,233
Depreciation Expense	400	3,400	11,867	15,200	16,000
Dues and Subscriptions	400	600	5,332	14,115	19,200
Equipment Lease	1,800	2,400	6,950	12,000	12,000
Insurance - Medical	4,400	6,600	8,720	9,780	9,780
Insurance - Workers Comp	277	1,034	5,500	28,745	88,472
Finance Fees	4,842	34,837	277,007	1,651,127	5,332,123
Legal and Professional	1,400	1,200	2,000	-	-
Meals/Entertainment Exp	1,200	3,667	28,966	38,000	38,000
Office Expenses	320	630	6,891	17,726	18,000
Outside Services	29,085	55,880	55,880	55,880	55,880
Payroll/Other Tax Expense	1,820	2,880	30,239	257,295	859,310
Postage/Courier	320	630	6,510	10,800	10,800
Rent/Lease Expense	4,800	14,800	86,867	135,000	160,000
Salaries Officers	24,000	36,000	377,993	3,216,190	10,741,379
Salaries Staff	11,000	84,917	318,267	422,400	457,800
Telephone Office	1,800	8,722	49,571	60,000	60,000
Travel	4,000	6,000	43,759	60,000	60,000
Total Overhead Expense	104,925	399,329	2,469,719	12,626,283	39,217,557
Net Profit (Loss) Before Taxes	(76,017)	(21,846)	2,258,515	14,621,779	48,776,914
Income Taxes	-	-	734,622	4,971,405	16,584,151
Net Profit (Loss) After Taxes	(76,017)	(21,846)	1,523,893	9,650,374	32,192,763

First Call USA

Projected Income Statement For the Eight Months Ending December 31, 1988

	May	June	July	Aug	Sept	Oct	Nov	Dec	Annual Total	
Revenue										
Operator Services		15,000	20,250	29,363	24,665	22,198	19,978	25,372	156,826	100.00%
Total Revenue	-	15,000	20,250	29,363	24,665	22,198	19,978	25,372	156,826	
Cost of Sales										
Commissions	-	9,000	12,150	17,818	14,799	13,319	11,987	15,223	94,095	60.00%
Network Costs	-	2,250	3,038	4,404	3,700	3,330	2,997	3,806	23,524	15.00%
Rating Costs	-	300	405	587	493	444	400	507	3,137	2.00%
Processing Fees - LEC	-	450	608	881	740	666	599	761	4,705	3.00%
Billing Fees	-	242	329	476	402	332	298	378	2,457	1.57%
Total Cost of Sales	-	12,242	16,529	23,968	20,133	18,060	16,281	20,676	127,917	81.57%
Gross Profit	-	2,758	3,721	5,395	4,531	4,108	3,697	4,696	28,909	18.43%
Overhead Expenses										
Advertising Expenses	650	650	650	650	650	650	650	650	5,200	3.32%
Bank Charges	40	40	40	40	40	40	40	40	320	0.20%
Bad Debt Expense	-	750	1,013	1,498	1,233	1,110	999	1,269	7,841	5.00%
Depreciation Expense	-	-	67	67	67	67	67	67	400	0.26%
Dues and Subscriptions	50	50	50	50	50	50	50	50	400	0.26%
Equipment Lease	200	200	200	200	200	200	200	200	1,600	1.02%
Insurance - Medical	550	550	550	550	550	550	550	550	4,400	2.81%
Insurance - Workers Comp	24	24	38	38	38	38	38	38	277	0.18%
Finance Fees	50	192	475	630	785	820	900	1,010	4,842	3.09%
Legal and Professional	700	100	100	100	100	100	100	100	1,400	0.89%
Meals/Entertainment Exp	150	150	150	150	150	150	150	150	1,200	0.77%
Office Expenses	40	40	40	40	40	40	40	40	320	0.20%
Outside Services	6,588	3,588	1,648	1,648	1,648	4,655	4,355	4,655	29,085	18.55%
Payroll/Other Tax Expense	240	240	240	240	240	240	240	240	1,920	1.22%
Postage/Courier	40	40	40	40	40	40	40	40	320	0.20%
Rent/Lease Expense	-	-	800	800	800	800	800	800	4,800	3.06%
Salaries Officers	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	24,000	15.30%
Salaries Staff	-	-	1,833	1,833	1,833	1,833	1,833	1,833	11,000	7.01%
Telephone Office	200	200	200	200	200	200	200	200	1,600	1.02%
Travel	500	500	500	500	500	500	500	500	4,000	2.55%
Total Overhead Expense	13,021	10,313	11,634	12,245	12,145	15,083	15,052	15,432	104,925	66.91%
Net Profit (Loss) Before Taxes	(13,021)	(7,555)	(7,912)	(6,848)	(7,614)	(10,975)	(11,355)	(10,736)	(78,017)	-48.47%
Income Taxes	0	0	0	0	0	0	0	0	0	0.00%
Net Profit (Loss) After Taxes	(13,021)	(7,555)	(7,912)	(6,848)	(7,614)	(10,975)	(11,355)	(10,736)	(78,017)	-48.47%

First Call USA

**Projected Income Statement
For the Year Ending December 31, 1990**

	Jan	Feb	March	April	May	June	July	August	September	October	November	December	Annual Total		
Revenue															
Operator Services	32,964	42,679	55,743	72,466	101,452	136,961	164,897	266,101	225,205	202,684	182,416	231,668	1,737,456	100.00%	
Total Revenue	32,964	42,679	55,743	72,466	101,452	136,961	164,897	266,101	225,205	202,684	182,416	231,668	1,737,456		
Cost of Sales															
Commissions	19,790	25,728	33,446	43,480	60,871	82,176	110,938	160,880	135,123	121,611	106,448	136,001	1,042,474	60.00%	
Network Costs	4,946	6,432	8,361	10,670	15,216	20,544	27,735	40,215	33,781	30,403	27,362	34,790	280,618	15.00%	
Rating Costs	660	858	1,115	1,448	2,029	2,739	-	-	-	-	-	-	8,850	0.51%	
Processing Fees - LEC	660	1,286	1,672	2,174	3,044	4,109	5,547	8,043	6,756	6,061	5,472	6,950	52,124	3.00%	
Billing Fees	491	639	830	1,080	1,511	2,040	2,754	3,991	3,367	3,028	2,725	3,452	25,908	1.49%	
Total Cost of Sales	26,679	34,942	46,425	68,062	82,673	111,668	148,973	213,110	179,027	161,122	146,610	184,153	1,388,973	80.00%	
Gross Profit	6,105	7,637	10,318	13,414	18,780	25,352	37,924	54,991	46,178	41,562	37,406	47,515	347,483	20.00%	
Overhead Expenses															
Advertising Expenses	650	650	650	650	650	650	650	650	650	650	650	650	7,800	0.45%	
Bank Charges	40	40	40	40	40	40	40	40	40	40	40	40	480	0.03%	
Bad Debt Expense	1,649	2,144	2,787	3,623	5,073	6,848	9,245	13,405	11,280	10,134	9,121	11,583	86,673	5.00%	
Depreciation Expense	67	67	67	133	200	200	333	467	467	467	467	467	3,400	0.20%	
Dues and Subscriptions	50	50	50	50	50	50	50	50	50	50	50	50	600	0.03%	
Equipment Lease	200	200	200	200	200	200	200	200	200	200	200	200	2,400	0.14%	
Insurance - Medical	550	550	550	550	550	550	550	550	550	550	550	550	6,600	0.38%	
Insurance - Workers Comp	38	38	38	55	70	70	83	126	126	126	126	126	1,034	0.06%	
Finance Fees	1,180	1,369	1,807	1,919	2,268	2,724	3,309	4,089	4,598	4,193	3,629	3,610	34,837	2.01%	
Legal and Professional	100	100	100	100	100	100	100	100	100	100	100	100	1,200	0.07%	
Meals/Entertainment Exp	100	100	150	190	203	274	370	538	450	405	365	463	3,667	0.21%	
Office Expenses	40	40	40	40	40	41	55	80	68	61	50	70	630	0.04%	
Outside Services	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	4,655	56,860	3.22%	
Payroll/Other Tax Expense	240	240	240	240	240	240	240	240	240	240	240	240	2,880	0.17%	
Postage/Courier	40	40	40	40	40	41	55	80	68	61	50	70	630	0.04%	
Rent/Lease Expense	800	800	800	800	800	800	1,067	1,067	1,067	1,067	1,067	1,067	14,600	0.85%	
Salaries Officers	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	36,000	2.07%	
Salaries Staff	1,633	1,633	1,633	3,817	5,833	5,833	8,833	13,000	13,000	13,000	13,000	13,000	84,917	5.46%	
Telephone Office	200	214	279	362	507	685	924	1,341	1,126	1,013	912	1,158	8,722	0.50%	
Travel	500	500	500	500	500	500	500	500	500	500	500	500	6,000	0.35%	
Total Overhead Expense	16,993	16,700	17,626	21,015	25,039	27,961	34,671	44,788	42,614	41,023	39,561	42,399	388,329	21.26%	
Net Profit (Loss) Before Taxes	(9,887)	(6,763)	(7,307)	(7,601)	(6,259)	(2,149)	3,053	10,224	3,364	539	(2,175)	5,118	(21,848)	-1.26%	
Income Taxes	0	0.00%													
Net Profit (Loss) After Taxes	(9,887)	(6,763)	(7,307)	(7,601)	(6,259)	(2,149)	3,053	10,224	3,364	539	(2,175)	5,118	(21,848)	-1.26%	

ATTACHMENT IV
MANAGERIAL AND TECHNICAL CAPABILITIES

**FIRST CALL USA, INCORPORATED
RESUMES**

Mr. Brett Kaye, President & CEO

Mr. Kay is President & CEO of First Call USA. Prior to his founding this company, he was President of Call Central. As President, he developed a corporate philosophy which focused on excellence and customer service. In two years Call Central has shown tremendous growth in sales and revenues.

Mr. Kaye's expertise lies in sales, technical knowledge of the industry and product development. He received a degree in Business Administration from Jacksonville University, Jacksonville Florida.



DEPOSIT
D 8 0 0

DATE July 10, 1998
VIA OVERNIGHT DELIVERY
JUL 10 1998

210 N. Park Ave.
Winter Park, FL
32789

Florida Public Service Commission
2540 Shumard Oak Boulevard
Room 279
Tallahassee, FL 32399-0850

980875-TI

P.O. Drawer 200
Winter Park, FL
32790-0200

RE: Initial Application and Tariff of First Call USA, Incorporated for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Tel: 407-740-8575
Fax: 407-740-0613
tmi@tminc.com

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of First Call USA, Incorporated.

Also enclosed is a Technologies Management, Inc. check in the amount of \$250 to cover the filing fee.

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope provided for that purpose. I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

TECHNOLOGIES MANAGEMENT, INC.
P.O. BOX 200
210 N. PARK AVE.
WINTER PARK, FL 32789-0200
(407) 740-8575

BARNETT BANK, N.A.
WINTER PARK, FL 32789
63-319631

20204

7/10/98

PAY TO THE ORDER OF Florida Public Service Commission

\$ **250.00

Two Hundred Fifty and 00/100

Florida Public Service Commission
Records & Reporting
2540 Shumard Oaks Blvd.
Tallahassee, FL 32302-1500

DOLLARS
Security features included
Details on back

TECHNOLOGIES MANAGEMENT, INC.

MEMO Florida Public Service Commission