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May 29, 1996

* VA BAR ONLY

VI OVERNIGHT COURIER

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
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MAIL ROOM

Re: In Re: Initiation of show cause proceedings against Telecuba, Inc. for violation of Rule 25-24.470, F.A.C., Certificate of Public Convenience and Necessity Required
Docket No. 960217-TI: Order No. PSC-96-0630-FOF-TI

Dear Sir or Madam:

ACK Transmitted herewith for filing on behalf of Telecuba, Inc. is an original and seven copies of its Answer to Order to Show Cause and Petition For Formal Proceeding in the above-referenced matter.

APP _____
CAF _____
CMU Please date stamp as received the extra copy of this filing and return in the enclosed, self addressed postage prepaid envelope as evidence of filing.

CTR _____ If there are any questions, please contact the undersigned counsel directly.

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Sincerely,

Terri B. Natoli

Mitchell F. Brecher

Terri B. Natoli

Counsel for Telecuba, Inc.

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May 29, 1996

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VIA OVERNIGHT COURIER

Florida Public Service Commission
Division of Records and Reporting
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: In Re: Initiation of show cause proceedings against Telecuba, Inc. for violation of Rule 25-24.470, F.A.C., Certificate of Public Convenience and Necessity Required
Docket No. 960217-TI; Order No. PSC-96-0630-FOF-TI

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Sincerely,

Terri B. Natoli

Mitchell F. Brecher

Terri B. Natoli

Counsel for Telecuba, Inc.

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Initiation of show cause)
proceedings against Telecuba, Inc. for)
violation of Rule 25-24.470, F.A.C.)
Certificate of Public Convenience)
and Necessity Required)
_____)

DOCKET NO. 960217-TI
ORDER NO. PSC-96-0630-FOF-TI
ISSUED: May 10, 1996

To The Commission:

ANSWER TO ORDER TO SHOW CAUSE AND
PETITION FOR FORMAL PROCEEDING

Telecuba, Inc. ("Telecuba") by its counsel, hereby answers the Order to Show Cause ("Show Cause Order") in the above-captioned proceeding; petitions for a formal proceeding, as provided by Rule 25-22.037(1); and respectfully states as follows:

INTRODUCTION

Telecuba is a Florida corporation with offices at 444 Brickell Avenue, Suite 820, Miami, Florida 33131. Telecuba is engaged in the business of marketing and distributing prepaid calling cards, also known as debit cards, directly or through agents or other distributors, to end users. A Telecuba debit card enables a card holder to make interstate, intrastate and international long distance calls by providing the card holder a means of accessing the telecommunications services of an underlying interexchange carrier. The calls placed by a holder of a Telecuba calling card are originated and terminated by an interexchange carrier with whom Telecuba is engaged in a contractual relationship. This Show Cause Order arises out of a dispute between Telecuba and a certificated telecommunications service provider ("IXC"), World Access Communications Corporation ("World Access"), with whom Telecuba had previously contracted with. As a result

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of this dispute, certain holders of Telecuba-distributed World Access debit cards were unable to make long distance calls using their cards because World Access refused to continue to provide service.

In this Show Cause Order, the Commission directs Telecuba to show cause why it should not be fined for an alleged violation of Rule 25-24.470 of the Florida Administrative Code by intrastate interexchange telephone service without first obtaining a certificate of public convenience and necessity. In addition, the Commission directs Telecuba to show cause why it should not make refunds to customers for each debit card sold equal to the amount of purchase or unused long distance service and run an ad in a local paper directing customers how to obtain a refund.

Telecuba's answer herein will demonstrate to the Commission that there is no cause to fine Telecuba for the alleged violation of Rule 25-24.470 as the facts do not support a finding that Telecuba was, or is, operating as a telecommunications service provider. Moreover, it will describe the refund/rebate procedure which Telecuba has already instituted, which it believes has reached the majority of card holders. Finally, it will explain why certain aspects of the refund procedure proposed by the Commission are not fair and equitable in light of the facts.

I. SPECIFIC ALLEGATIONS OF FACT AND LAW

1. Telecuba is not, nor has it ever been, a provider of debit card services or any other telecommunications service as defined by reference to Fla. Stat. § 364.02 (1995) in Rule 25-4.003 of the Florida Administrative Code. Telecuba is a retail marketing company that markets and/or distributes debit cards which enable the card holder to access the debit card "services" of a telecommunications service provider ("IXC"). Telecuba sells or distributes its debit cards to other distributors, agents or end users. Telecuba is no different than, for example,

Eckerd's Drug Stores or Target Department Stores, when these entities sell debit cards bearing their name.

2. Telecuba did not intend, nor did it purchase long distance service from World Access Communications Corporation ("World Access") and resell that service. Telecuba purchased a means of selling access to World Access's telecommunications service which it sold through debit cards. Telecuba was not offering, selling or reselling long distance telephone service it was selling a convenient and easy method of accessing and utilizing the authorized and tariffed long distance telephone services of World Access, just as Eckerd's Drug Stores or Target Department Stores sell a convenient method of accessing the long distance services of other carriers. Telecuba never held itself out as a telecommunications service provider and never intended to do so.

3. Telecuba prepaid calling cards clearly identified World Access as the telecommunications service provider ("carrier"). The 800 access number on the debit card gave the card holder access to World Access's switch and telecommunications service network. It was World Access's switch which decremented or debited the end-users cards based on World Access's established rates for the calls. Telecuba in no way controlled or determined the rates for which calls were decremented. Furthermore, World Access, as the carrier, controlled the 800 number used for accessing its services via Telecuba debit cards. This is evidenced clearly by World Access's refusal to reactivate the 800 number or permit reassignment of that 800 number by its underlying carrier, AT&T, to another carrier to enable Telecuba card holders to continue receiving service pending resolution of the Telecuba-World Access dispute.

4. Telecuba did not purchase minutes of use from World Access, as resellers normally do, and resell or rebill those minutes of use to end-users. Telecuba purchased authorization codes which it marketed or distributed on plastic calling cards just as numerous other calling

card distributors or marketers do, including, for example, Eckerd's Drug Stores and Target Drug Stores. The price Telecuba was to pay World Access for the authorization codes was based on the value of the debit cards as is common practice in the prepaid calling card business today. The value of the card is determined based on the minutes of use associated with the card regardless of whether the distributor or marketing company pays the carrier a flat rate per card or authorization code associated with predetermined minutes of use per card or pays the carrier based on actual minutes used on the card. In either case, the carrier determines the price the distributor pays for the ability to sell access to the carriers network through prepaid calling cards based on minutes. This does not mean, however, that debit card distributors are purchasing minutes-of-use.

5. Telecuba can not be found to have violated Rule 25-24.470 by failing to obtain a certificate of Public Convenience and Necessity because the business in which Telecuba is engaged is not the provision of resale interexchange telecommunications service as that service is currently defined. Therefore its debit card distribution business is not telecommunications service subject to the jurisdiction of the Florida Public Service Commission. Should the Commission subsequently deem the distribution and marketing of debit cards by marketing agents or distributors like Telecuba to be tantamount to the provision of telecommunications service, then the hundreds of calling cards distributors, retailers or companies which currently sell prepaid calling cards to the public throughout the state of Florida would, necessarily, by definition and analogy, be deemed to be providing telecommunications service also, even though those entities, like Telecuba, do not hold themselves out as carriers, do not intend to be carriers and do not desire to become carriers.

6. In late November, early December 1995, a dispute arose between Telecuba and World Access regarding payment allegedly due from Telecuba to World Access. World Access

had been verbally invoicing Telecuba for thousands of dollars allegedly due for the debit cards Telecuba had been distributing, threatening service termination if the amounts claimed due were not forthcoming. World Access refused to provide any written detail or documentation upon which Telecuba could determine if its invoices were correct when Telecuba began to become concerned that the amounts seemed excessive. Telecuba nevertheless paid these verbal invoices for several months, while continuing its efforts to obtain written documentation to determine if it was being overcharged by World Access. In spite of repeated requests, World Access failed to provide any invoice detail, claimed that it was owed even more money from Telecuba, and subsequently ceased providing service to holders of the Telecuba debit cards when Telecuba refused to cede to its further oral and undocumented demands for additional unsupported payments.

Indeed, it was not until Telecuba voluntarily sought the intervention of the Florida Public Service Commission (the "Commission") in early December 1995 that it received *any* documentation from World Access regarding the basis for its oral invoices. Even then however, the documentation provided was insufficient to enable Telecuba to determine what its actual amounts due should have been. Moreover, the amounts indicated by World Access were based on charges higher than Telecuba had understood to apply under the terms of their agreement. Telecuba continued to attempt to work out an arrangement with World Access whereby World Access would continue providing service to the card holders. When it became apparent to Telecuba that these efforts would not be successful, Telecuba sought assistance from the Commission.

7. As soon as Telecuba learned that World Access would no longer honor its service provision commitment to Telecuba card holders, Telecuba immediately notified its agents and distributors to cease distributing the cards. Unfortunately, as the Commission is aware, certain

cards which were sold prior to World Access's termination of service retained balances for which the card holder was unable to use to place a long distance call.

8. Contrary to the Commission's assertions that Telecuba has not developed a plan for refunding customers who have been unable to use their World Access debit cards, Telecuba had undertaken to develop such a plan almost immediately upon World Access's service termination and, as will be described below, has implemented its plan, restoring access to long distance telephone services of another carrier to numerous card holders.

In its February 26, 1996 letter to the Commission and the attachments thereto (see attached Exhibit 1), Telecuba outlined its plan for refunding or rebating card holders for cards for which they paid but for which World Access service was no longer available. That plan included the following:

A. Obtaining Timely Call Detail Records From World Access

Since World Access terminated service to the Telecuba calling card holders, Telecuba has endeavored to obtain call detail records from World Access that would enable it to determine to what extent each card presented to it for refund still had a balance. While World Access provided one set of detail to Telecuba at the Commission's request, this information was insufficient to determine complete balance information. Such balance information would have enabled Telecuba to promptly issue refunds, rebates or replacement cards to holders of Telecuba-distributed World Access cards upon presentation of such cards for the remaining balance due. The Commission has stated at page 3 of its Show Cause Order that Telecuba "should have foreseen this problem [insufficient call detail] and made sufficient business contracts to ensure that it would have the necessary call detail records." Telecuba entered into what it believed to be a good faith business arrangement with World Access which it had every reason to believe would be honored. Telecuba had no reason to believe that the arrangement between it and World Access would result in dispute, nor did it foresee a need for call detail on a regular basis since it was not the carrier providing the service to the end user. In retrospect, Telecuba realizes that this was not prudent business and has taken steps to ensure that similar disputes do not arise in the future between it and the telecommunications service provider with whom it contracts. Telecuba still needs the World Access call detail to enable it to rebate amounts due for numerous cards it is currently holding awaiting balance information.

B. Running an Advertisement in Local Newspaper

Telecuba offered to run an advertisement in a local newspaper likely to reach card holders holding cards for World Access service to indicate how a refund or reactivation of their card could be obtained. Telecuba renews this offer herein if the Commission deems necessary.

C. Issuing Replacement Cards

Telecuba's customer service department has kept records of any correspondence or contact received from World Access card holders and has already issued many replacement cards enabling access to a different telecommunications service provider to place long distance calls. To date, Telecuba estimates that it has rebated approximately 50% of the calling cards presented to it for refund by card holders who had purchased World Access cards which subsequently became useless when World Access stopped providing service. These cards were rebated at the full face value amount as a good faith effort to make the card holder whole in the absence of specific balance information from World Access.

D. Establishing An Affiliated IXC Company to Serve as the Telecommunications Service Provider for Telecuba-Distributed Debit Cards

Finally, Telecuba's President has established an affiliated company--World Long Distance, Inc. to operate as an interexchange resale carrier to serve as the telecommunications service provider to Telecuba and other prepaid calling card marketing companies and distributors. The contracts which World Long Distance will enter into with debit card distributors or marketers will ensure that customers holding cards for which it is the underlying carrier will not have their service terminated as a result of a dispute between the carrier and debit card marketing company or distributor. World Long Distance, Inc. has been certified by the Federal Communications Commission ("FCC") pursuant to Section 214 of the Communications Act of 1934, as amended, to provide interstate and international telecommunications service (*see* I-T-C-96-162) and interstate and international service is being provided pursuant to tariffs on file at the FCC. World Long Distance has also applied to become certified in the state of Florida (Docket No. 960295-TT). This application is currently pending.

As evidenced by the foregoing statements of fact and law and as described in more detail below, Telecuba submits it should not be subject to a fine by the Florida Public Service Commission, nor should it be subject to additional refund procedures with the possible exception of running an ad in a local paper.

II. ALLEGED VIOLATIONS - DISCUSSION TO SHOW CAUSE WHY NO VIOLATION OF RULE 25-24.470 HAS OCCURRED

Telecuba acknowledges that Rule 25-24.470 requires any company that provides intrastate interexchange telephone service to first obtain a certificate of public convenience and necessity from the state of Florida. In alleging an apparent violation of Rule 25-24.470 by Telecuba for failing to obtain a certificate of public convenience and necessity, the Commission states that in attempting "to resolve the dispute between Telecuba and World Access, it learned that Telecuba had been reselling long distance service to end-users."

For the reasons explained in Section I above, Telecuba was not reselling long distance service, nor does it desire to be in the business of reselling long distance service. Telecuba saw a need in certain Spanish-speaking communities within the state of Florida for an ability to place long distance calls to relatives or friends in other parts of the state, the county, and especially their native homelands or other foreign points. Many of the people in these communities do not have telephones within their homes or, if so, these phones are blocked for long distance usage. Prepaid calling cards or debit cards are a vehicle which permits end-users desiring to place long distance telephone calls to access the telecommunication services networks of a long distance carrier without the need to charge calls to a third party or station, if even available, (often incurring high operator service charges) or to a credit card (if one has such a card) or to deposit coins repeatedly in a pay phone. In short, debit cards are a convenient and often the only, method by which certain end-users are able to place long distance calls. The sale of the piece of plastic, *i.e.* the debit card, encoded with an authorization code and instructions for dialing into a telecommunications service provider's network to place the call *is not*, however, the provision of telecommunications service.

The provision of telecommunications service contemplates, *inter alia*, the acquisition of facilities and/or services from other certificated carriers; the holding oneself out for hire indiscriminately, as a service provider; and the establishment and control over the rates to be charged to the end-user placing a call using those services and facilities.¹ Telecuba was not, nor is it currently, doing any of the above.

In its contractual arrangement with World Access, an undisputed telecommunications service provider, Telecuba did not contract to obtain, purchase or lease for resale any facility or telecommunication service of World Access. Telecuba contracted only for the ability to sell convenient access to World Access's interexchange facilities and services through the sale of debit cards. A similar analogy can be drawn between a travel agent selling an airline ticket to gain access to the carrier, *i.e.* the airline. The travel agent is not itself operating as a carrier, subjecting itself to applicable airline regulation, by virtue of its ticket sale, nor is the ticket agent agreeing to "carry" the passenger to its destination. Rather, it is selling a means of accessing an airline carrier, which, in turn, provides the actual airline service. Similarly, Telecuba was not itself offering to provide telecommunications service or to "carry" the end-users' communications over its system, it was merely selling a convenient method to enable the end-users to avail themselves of World Access's telecommunications services so that World Access could carry the end-users' communications. Just as an airline ticket purchased from a travel agent identifies the underlying carrier, so too did the Telecuba calling card clearly identify World Access as the long distance service provider.

¹ National Association of Regulatory Utility Commissioners v. FCC, 525 F.2d 630 (D.C. Cir.), *cert. den.*, 425 U.S. 992 (1976).

Telecuba did not, nor could it, set the rates charged to end-user for the calls placed over World Access's network using the Telecuba calling cards. These rates are contained in tariffs which World Access allegedly has on file with the Florida Public Service Commission and the FCC, rates which World Access alone controls. Absent the ability to establish or control the rates end-users are charged for calls, Telecuba submits that it is neither a reseller or a rebiller under Florida Public Service Commission rules. Further support for this conclusion can be found in the description of a "reseller" and switchless "rebiller" as contained in Form PSC/CMU 31 (11/95), the application form used to apply for a certificate of interexchange authority. There, a "reseller" is described as:

a company that 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.

Telecuba's marketing of prepaid calling cards does not even remotely approximate this description as Telecuba has never contemplated owning, leasing or otherwise "having" its own switch. Moreover, as described above, it does not bill its "own customer base" as it has no customer base to bill. The customers are those of the underlying telecommunications service provider, here, World Access, whose services the end-users are accessing.

Similarly, the definition of a "switchless rebiller" as described on Form PSC/CMU 31(11/95), contemplates a relationship with the end-user whereby the "rebiller" sets the rates for calls placed by the end-user. As Telecuba has stated on numerous occasions, the rates applied to calls placed by end-users were determined solely by World Access, not by Telecuba.

Further, the arrangement which Telecuba entered into with World Access did not contemplate Telecuba acting as a reseller or rebiller. If it had, World Access, as a Florida-certificated carrier, would have been prohibited from providing service to Telecuba pursuant to Rule 25-24.4701(1), and would have been obligated to report Telecuba pursuant to Rule 25-

24.4701(2). The fact that it did not do so indicates that World Access understood that it, was the telecommunication service provider and Telecuba was merely selling access to its service.

In addition, if Telecuba were a reseller taking service from World Access as a customer of that service, then World Access would have been required to offer that service to Telecuba pursuant to its filed tariffs. It did not do so because its relationship with Telecuba was not one of a carrier providing service to a customer which is governed by tariff. The carrier-to-customer relationship existed only between the end-users and World Access. Telecuba and World Access had a contractual relationship which was not governed by tariff.

Lastly, at the time it contacted the Commission with respect to the World Access dispute, Telecuba was cognizant of the Commission's requirement that Florida intrastate service providers obtain a certificate prior to offering service within the state. Telecuba would not have voluntarily sought the Commission's intervention, describing its business and its relationship with World Access, if it suspected it had violated a Commission requirement for which it could be subject to fine or other sanctions.

Accordingly, Telecuba submits it has shown sufficient cause why it should not be fined for violation of Rule 25-24.470 of the Florida Administrative Code and asks the Commission to reach the same conclusion. If the Commission does not agree, however, Telecuba requests a formal proceeding as provided by Rule 25-22.037(1).

III. REFUNDS - DISCUSSION TO SHOW CAUSE WHY THE REFUND PROCEDURE PROPOSED BY THE COMMISSION IS INEQUITABLE IN CERTAIN RESPECTS

Notwithstanding that Telecuba is not, nor has it ever been, a telecommunications service provider subject to Rule 25-24.470 of the Commission rules, Telecuba was as anxious as the Commission to make those purchasers of Telecuba-distributed World Access debit cards whole

to the extent possible, in a fair and equitable manner. As Telecuba states in Section I of the answer above, it immediately undertook to rectify the situation once it knew that World Access would no longer honor its agreement to provide service to those card holders. To date, Telecuba has issued numerous replacement cards in denominations of \$5, \$10 or \$20 depending on the face amount of the cards previously purchased to access World Access's service. Telecuba has received no additional revenue for these replacement cards issued. Because Telecuba was unable to obtain complete call detail records from World Access to determine to what extent those card holders presenting World Access cards for replacement or refund still had balances on their cards, Telecuba has rebated the entire amount of the card. Other card holders are awaiting rebates based on the balances left on their cards once this information is received from World Access. Telecuba notes that the overwhelming majority of users presenting the worthless World Access cards are interested more in obtaining a replacement card than a monetary refund. This fact is evidence of the demand for, and benefit of, distributors of prepaid calling cards, like Telecuba.

Telecuba believes it has, to date, made good on, or taken steps to make good on, a majority of the previously-issued World Access cards. This is evidenced by the marked decrease in daily inquiries received by Telecuba from card holders from that over the past several months. Currently, requests for replacement cards are being received at a rate of approximately three to five per day. Telecuba has kept diligent records of all those users who have requested and received replacement cards. While Telecuba has offered to run an ad in a local newspaper to advise card holders of their right to obtain refunds or replacement of the World Access cards, Telecuba believes that card holders likely to see such an ad have already received notice by word of mouth and have presented their cards for refund or replacement. Nevertheless, Telecuba renews its offer and willingness to do so should the Commission deem it beneficial.

In short, Telecuba has voluntarily undertaken to institute the refund procedure suggested by the Commission with respect to those card holders who have returned debit cards to it, and has rebated the full face value of many cards presented, regardless of the balances on the cards.

As for the second component of the Commission's refund proposal whereby it suggests that Telecuba should pay to the Florida Public Service Commission, to be forwarded to the Office of the State Treasurer, an amount of money based on some approximation of card holders who failed to seek refund or rebates, Telecuba submits such a requirement would be patently unfair, as well as punitive and unprecedented. First of all, such a requirement seems to suggest that Telecuba has somehow been unjustly enriched or received "free" revenue through collecting payment for debit cards; unreasonably failed to pay World Access for service it provided; and then was responsible for World Access's termination of service to card holders. However, the Commission should recognize that the thousands of dollars which World Access orally "billed" Telecuba, for which no backup or support was ever provided to Telecuba, may have resulted in World Access receiving "free revenue" through overcharging Telecuba based on debit cards that were never used. This issue, however, is the key issue to be resolved in the pending civil litigation between the parties. Until it is determined, however, it would be premature and improper for the Commission to conclude it was Telecuba who was unjustly enriched at the expense of holders of useless calling cards. This point, coupled with Telecuba's already voluntary rebate of the full face value of many cards to card holders and its commitment to make similar rebates to all other card holders who have presented cards to Telecuba for replacement, would be unduly punitive and unfair. In addition, requiring Telecuba to pay a non-specific amount of money into a general fund to "compensate" those card holders who may never come forward for a refund or rebate, when Telecuba had no control whatsoever over World Access's decision to terminate service to these card holders (other than to cede to its extortionist demands

for additional unsupported and excessive payments), places Telecuba in the unfair position of becoming an insurer for the debit cards it distributed, without regard to the actions of the telecommunications service provider who actually controlled the service.

Telecuba submits that the Commission's decision on April 16, 1996 to decline to adopt or impose a bonding requirement on IXC's that offer prepaid calling card service, by analogy, would appear to apply to the situation at hand. The bonding requirement would, in essence, have been an insurance policy against the IXC going out of business and leaving debit card holders with worthless cards. Cognizant of the fact that this could, and in fact, does occur, the Commission still declined to impose such a bonding requirement. The Commission's further proposed refund mechanism, whereby Telecuba would be required to pay a sum of money into a general fund appears to be similar to the bonding requirement which the Commission declined to adopt. Here, however, it would be patently unfair, as it would be applied to a single entity, Telecuba, whose business is not currently subject to Commission regulation, and who would be acting as the insurer for calling card holders whose underlying carrier had unilaterally decided to terminate service.

In the alternative, Telecuba submits that a continuation of its current refund procedure coupled with the receipt of account balance information for the remaining cards it is holding which will enable it to rebate those amounts will compensate for any unjust enrichment it may have inadvertently obtained. As stated, Telecuba has already rebated the entire face amount of certain World Access cards even when the balances on those cards may have been much lower. Telecuba will continue to issue replacement cards or refunds if requested, as long as the previously sold cards are presented to it. As such, and in spite of the fact that Telecuba was not the entity which caused service to be terminated, Telecuba believes that the Commission's desire to provide a remedy for end-users is in fact already occurring through Telecuba's voluntary

efforts. Additional refund mechanisms are not necessary.

CONCLUSION

Telecuba submits that the facts do not support the conclusion that it was providing intrastate interexchange telephone service requiring a certificate pursuant to Rule 25-24.470. Moreover, notwithstanding that Telecuba is not a telecommunications service provider, Telecuba has instituted a refund plan which it believes is fair and equitable. Telecuba opposes any additional refund requirement as proposed by the Commission at Section III of its Order wherein it would pay an undefined amount of money into the State Treasury. For the reasons set forth above, Telecuba believes this additional refund plan would be unduly punitive and inequitable.

Upon review of the facts and the discussion contained herein, Telecuba urges the Commission to reach the same conclusions. Should the Commission remain of the view that Telecuba should be subject to a fine or an additional refund mechanism, Telecuba respectfully requests a formal proceeding as provided by Rule 25-22.037 of its rules.

Respectfully submitted,

TELECUBA, INC.

By: 

Mitchell F. Brecher
Terri B. Natoli

FLEISCHMAN AND WALSH, L.L.P.
1400 Sixteenth Street, N.W.
Suite 600
Washington, D.C. 20036
(202) 939-7900

Its Attorneys

Dated: May 30, 1996

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Before the
FLORIDA PUBLIC SERVICE COMMISSION

In Re:

Initiation of show cause
proceedings against Telecuba,
Inc. for violation of Rule 25-
24.470, F.A.C., Certificate of
Public Convenience and Necessity
Required.

)
)
) Docket No. 960217-TI
) Order No. PSC-96-0630-FOF-TI
) Issued: May 10, 1996
)
)
)

CERTIFICATION

County of Dade

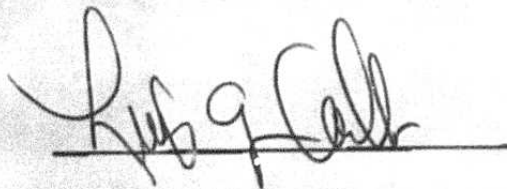
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State of Florida

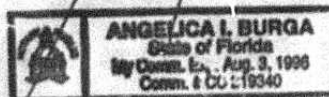
Luis Coello, having duly been sworn and deposed, hereby states as follows:

I am President of Telecuba, Inc., a position which also includes responsibility for all state and federal regulatory matters.

I have reviewed the foregoing statement and the facts contained therein are true and correct to the best of my knowledge and belief.



Luis Coello
President



my commission expires Aug 3, 1996.

EXHIBIT 1

FLEISCHMAN AND WALSH, L. L. P.

ATTORNEYS AT LAW
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

AARON I. FLEISCHMAN

FLEISCHMAN AND WALSH, P. C.

CHARLES S. WALSH
ARTHUR H. HARDING
STUART F. FELDSTEIN
RICHARD RUBIN
JEFFREY L. HARDIN
STEPHEN A. BOUCHARD
R. BRUCE BECKNER
HOWARD S. SHAPIRO
CHRISTOPHER G. WOOD
SETH A. DAVIDSON
MITCHELL F. BRECHER
JAMES F. MORIARTY
MATTHEW D. EMMER
JILL KLEPPE McCLELLAND
STEVEN N. TEPLITZ
PETER T. NOONE *
ERIN R. BIRMINGHAM
REGINA R. FAMIGLIETTI
MARK G. JOHNSTON **
TERRI B. NATOLI ***
RHETT D. WORKMAN ****
CRAIG A. GILLEY
MARK F. VILARDO
PETER J. BARRETT

1400 SIXTEENTH STREET, N. W.
WASHINGTON, D. C. 20036

(202) 939-7900
FACSIMILE (202) 745-0916
INTERNET fw_law@clark.net

February 26, 1996

* NEW YORK AND NEW JERSEY BARS ONLY
** NEW YORK BAR ONLY
*** VIRGINIA BAR ONLY
**** PENNSYLVANIA BAR ONLY

Via Facsimile and Overnight Mail
Ms. Kathryn Dyal Lewis
Regulatory Analyst
Bureau of Service Evaluation
Florida Public Service Commission
2540 Shumard Oak Blvd., Gunter Bldg.
Tallahassee, FL 32399

Re: World Access Communications v. Telecuba, Inc.

Dear Ms. Lewis:

Pursuant to your letter dated February 13, 1996 in the above-referenced matter, enclosed please find answers to the questions you have asked regarding Telecuba, Inc. These answers were prepared by Mr. Luis Coello, Telecuba's President. As you will see from the answers and attachments thereto, in entering into a service arrangement with World Access, albeit an oral arrangement, Telecuba understood that it was acting only as a distributor of prepaid calling cards to other distributors and to end-users, for which the underlying telecommunications transmission service was to be provided by World Access. Telecuba's oral arrangement with World Access contemplated World Access providing Telecuba with Personal Identification Numbers ("PINs") (or authorization codes) for which Telecuba generated prepaid calling cards. These PINs, in conjunction with a World Access-provided 800 number, provided holders of the calling cards access to World Access's switch and transmission services for call completion. At all times in Telecuba's dealings with World Access, Telecuba understood that the underlying communications service was being provided by World Access. It was World Access's switch

that received the incoming call when a holder of a Telecuba calling card placed a call; it was World Access that decremented the card according to the PIN number associated with the call; and it was World Access that determined how much it would charge the end-user for any particular call (i.e. the rate at which the call was being decremented, by World Access). When Telecuba sold or distributed the calling cards, it was merely selling end-users a convenient method of access to World Access's telecommunication transmission service for which Telecuba, in turn, paid World Access for such a right. *Telecuba was not, itself, however, providing telecommunications transmission service.*

The above notwithstanding, Telecuba recognizes that its lack of a written contract to document its oral understanding with World Access has contributed to the situation of utmost concern to the Commission in this matter, i.e., that of end-users holding useless prepaid calling cards. In view of this, Telecuba is quite anxious to remedy this situation at the earliest possible time, to make the cardholders whole, and to secure underlying transmission service for Telecuba in a manner which will prevent a situation like this from happening in the future. To that end, Telecuba's President, Luis Coello, has established an interexchange resale company, World Long Distance, Inc., which will serve as the transmission service provider for companies such as Telecuba, which are in the business of distributing prepaid calling cards. World Long Distance will provide interstate, international and, upon certification by the Florida Public Service Commission, intrastate long distance service through prepaid calling cards which are distributed by Telecuba and other prepaid calling card companies. The rates which end-users will be charged for a call made using a Telecuba card for which World Long Distance is the underlying carrier will be set forth in World Long Distance tariffs on file with the Federal Communications Commission and, upon certification, the Florida Public Service Commission. World Long Distance will enter into written service agreements with Telecuba and other calling card distributors specifying the terms and conditions of service, including termination clauses. These agreements will be structured in such a manner that a dispute could not arise between World Long Distance and Telecuba about nonpayment, as payment will occur in advance for each card activated by World Long Distance and distributed by Telecuba.

As for remedying the current situation, World Long Distance, as a resale carrier, desires to obtain the same 800 access number which World Access previously made available for use by Telecuba's prepaid calling card holders. This would allow World Long Distance, through the use of this access number and its own switch to, in effect, reactivate the Telecuba calling cards held by end-users without any further inconvenience to the end-user. Releasing the 800 number to World Long Distance should not adversely affect World Access, as World Access cannot currently use the 800 number because it is directly tied to the Telecuba calling cards. A calling card holder using a reactivated card would be informed through a World Long Distance computer-recorded message that the underlying service was now being provided by a new carrier, World Long Distance.

Ms. Kathryn Dyal Lewis
February 26, 1996
Page 3

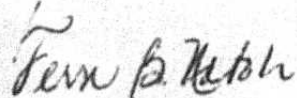
Unfortunately, World Access refuses to release to Telecuba that 800 number despite the fact that Telecuba is entitled to retain that 800 number when changing carriers pursuant to the 800 number portability principles established by the Federal Communications Commission. Telecuba plans to undertake such action as may be necessary to secure its right to this 800 number if World Access does not cooperate.

In addition to the above, in lieu of the fact that World Access is not, at present, willing to work out an arrangement for use of the same 800 access number which is currently on the Telecuba-distributed calling cards, Telecuba is attempting to rebate cardholders for the balance on their cards. This process has been hampered, however, by the inability of Telecuba to obtain information from World Access as to the usage activity on these cards. Such information is necessary to determine the balance remaining on each card.

As Telecuba has indicated before, it is most anxious to bring this matter to resolution in a fair and equitable manner, one which results in the card holders being made whole. To this end, Telecuba will cooperate with the Commission in any way possible. To the extent the Commission can intervene to obtain World Access's cooperation in helping this occur, it would be greatly appreciated.

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

Sincerely,



Terri B. Natoli
Mitchell F. Brecher
Counsel for Telecuba, Inc.

TBN/aml/36239



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

FEBRUARY 15, 1996

MS. TERI NATOLI
FLEISCHMAN & WALSH, LLP
1400 16TH STREET N.W.
WASHINGTON, D.C. 20036

DEAR MS. NATOLI,

HERE ARE OUR RESPONSES AND ANSWERS TO THE QUESTIONS YOU SENT US FROM THE FLORIDA PUBLIC SERVICE COMMISSION.

1. ENCLOSED IS A SAMPLE OF A TELECUBA CARD. YES, TELECUBA'S NAME IS ON THE CARD. YES, WORLD ACCESS'S NAME IS ON THE CARD SINCE THEY WERE THE SERVICE PROVIDER.

2. NO, TELECUBA IMMEDIATELY SUSPENDED THE SALE OF ALL OF THE TELECUBA CARDS WHEN WE KNEW THERE WAS NO LONG DISTANCE SERVICE. OUR SERVICE WAS TERMINATED ON DECEMBER 8, 1995. ON THAT SAME DAY OUR CUSTOMER SERVICE DEPARTMENT STARTED ADVISING CUSTOMERS ON THE PHONE NOT TO USE THEIR CARD UNTIL FURTHER NOTICE. WE PROCEEDED TO WRITE A LETTER OF APOLOGY FOR THIS INCONVENIENCE TO ALL OF OUR DISTRIBUTORS AND ASKED THEM TO SUSPEND THEIR SALES UNTIL FURTHER NOTICE. THIS LETTER WAS MAILED OUT TO OVER 750 DISTRIBUTORS. ENCLOSED IS A COPY OF THE LETTER ISSUED, IT WAS WRITTEN IN SPANISH, WE HAVE ENCLOSED A TRANSLATED VERSION IN ENGLISH FOR YOUR CONVENIENCE. (SEE ATTACHMENT "A")

3. THERE WERE NO WRITTEN CONTRACTS THAT EXISTED BETWEEN TELECUBA AND WORLD ACCESS FOR USE OF ANY 800 NUMBER OR PHONE CARDS WITH THE EXCEPTION OF A RATE SHEET WHICH WAS PROVIDED TO TELECUBA SOMETIME AROUND MAY OR JUNE 1995 BY WORLD ACCESS WHICH CONTAINED THE RATE TELECUBA WOULD PAY.

4. YES, TELECUBA MADE SEVERAL LUMP SUM PAYMENTS TO WORLD ACCESS WHEN WE WERE VERBALLY INSTRUCTED TO. (SEE ATTACHMENT "B")



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

5. NO, WORLD ACCESS NEVER RENDERED A BILL TO TELECUBA DURING THE WHOLE TIME WE HAD SERVICE WITH THEM. WE WERE VERBALLY INSTRUCTED TO MAKE LUMP SUM PAYMENTS. THESE PAYMENTS WERE MADE DESPITE REPEATED REQUESTS FOR DOCUMENTATION AND ACCOUNTING OF THE BILL. THE VERBAL REQUESTS WERE MADE WITH URGENT DEMANDS FOR PAYMENTS OR SERVICE WOULD BE TERMINATED.

WE WERE PROVIDED WITH A BILL THAT WAS IN THE FORM OF COMPUTER DISKS ON OR ABOUT DECEMBER 9TH OR 10TH. THIS WAS PURPORTED TO BE THE COMPLETE BILL. HOWEVER ALL THE CALL DETAIL RECORDS WERE NOT INCLUDED AND THE BILL WAS CALCULATED AT THE WRONG RATES AND TERMS. USING THE CORRECT RATES THE BILL WOULD HAVE BEEN PAID IN FULL. WE ARE OWED CREDIT FOR FRAUD AND SERVICE PROBLEMS. THIS BILL WAS ONLY PROVIDED AFTER MR. RICK MOSES OF THE PUBLIC SERVICE COMMISSION ORDERED WORLD ACCESS TO TURN OVER A BILL TO TELECUBA.

6. NO, TELECUBA NEVER MADE ANY AGREEMENT TO PURCHASE OR PURCHASED MINUTES FROM WORLD ACCESS. TELECUBA WAS PURCHASING PIN NUMBERS WHICH IT DISTRIBUTED IN THE FORM OF CALLING CARDS TO OUR DISTRIBUTORS WHICH PERMITTED CARD HOLDERS TO ACCESS THE WORLD ACCESS SWITCH THROUGH AN 800 NUMBER ALSO PROVIDED BY WORLD ACCESS. TELECUBA UNDERSTOOD IT WOULD PAY FOR THE PIN NUMBERS BASED ON AN END-USERS USAGE AT THE RATE DETERMINED BY WORLD ACCESS AS REFLECTED ON THE ENCLOSED RATE SHEET. FOR DOMESTIC SERVICE THE TIME WAS TO BE BILLED IN .06 SEC. INCREMENTS AND INTERNATIONAL WAS TO BE .30 SEC. AND .06 SEC. INCREMENTS THEREAFTER. (SEE ATTACHMENT "C")

8. MY PROPOSAL WOULD BE TO ASK WORLD ACCESS TO RELEASE TO TELECUBAS' NEW UNDERLINED CARRIER, WORLD LONG DISTANCE, INC; THE 800 NUMBER THAT WAS ON THE TELECUBA CALLING CARDS WHICH TELECUBA IS ENTITLED TO. ALSO FOR WORLD ACCESS TO FURNISH ALL THE CALL DETAIL RECORDS AND BALANCES ON THE PIN NUMBERS SO THAT WE CAN CREDIT THE REMAINING BALANCES ON ALL THE OLD TELECUBA CARDS THAT ANY END-USER MAY STILL BE IN POSSESSION OF.



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

THEN WE COULD TURN THE 800 NUMBERS ON USING THE WORLD LONG DISTANCE SWITCH ALLOWING ALL END-USER CUSTOMERS THAT ARE CURRENTLY HOLDING ANY OLD TELECUBA CARDS TO BE ABLE TO ONCE AGAIN USE THEIR CARD.

WE PROPOSE TO RUN A NEWSPAPER AD IN A LOCAL SPANISH NEWSPAPER ADVISING CARDHOLDERS HOW TO REACTIVATE A TELECUBA CALLING CARD WHICH THEY BELIEVE CONTAINS A BALANCE. TELECUBA WOULD ENSURE REACTIVATION OF THESE CARDS PROVIDED IT CAN OBTAIN THE NECESSARY CALL DETAIL RECORDS FROM WORLD ACCESS WITH RESPECT TO THESE CARDS.

9. YES, APPROXIMATELY 250 PEOPLE DOCUMENTED. OUR CUSTOMER SERVICE DEPARTMENT HAS BEEN ADVISING OUR CUSTOMERS TO SEND IN A PHOTO COPY OF THEIR TELECUBA CARD WITH THEIR PIN NUMBER SO THAT WE CAN FORWARD THE PIN NUMBERS TO WORLD ACCESS. WE NEED THEM TO FURNISH US WITH THE REMAINING BALANCES ON THESE CARDS. THIS WOULD ALLOW US TO CREDIT ALL THESE END-USER CUSTOMERS WITH THEIR REMAINING BALANCES.

10. WE ARE UNABLE TO PROVIDE AN ACCURATE NUMBER AT THIS TIME AS TO NUMEROUS TELECUBA DEALERS HOLDING CARDS THAT HAVE NOT BEEN SOLD. INFORMATION AS TO ACTUAL NUMBER OF CARDS ACTIVATED CAN ONLY BE DETERMINED THROUGH DOCUMENTATION THAT WORLD ACCESS HOLDS.

SINCERELY,

LUIS COELLO
PRESIDENT

ATTACHMENT A



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

11 de diciembre de 1995.

Señores

LIBERTY KEY SHOP

10849 SW 80 ST
MIAMI, FL 33165

Estimado Cliente:

La presente es para disculparnos por los inconvenientes que nuestro servicio le hallan causado a ustedes en los pasados días. Motivos fuera de nuestro control y basado en dificultades técnicas nos obligan a pedirle que suspendan la venta temporalmente de nuestras tarjetas, hasta previo aviso.

Tenemos todos nuestros técnicos y empleados trabajando en la pronta reestabilización de nuestros servicios; eso nos permite asegurarle que estaremos fuera de servicio sólo por unos días.

Le pedimos su paciencia y cooperación para este problema, nuestras líneas de servicio a el cliente 233-4000 se mantendrán abierta en sus horas normales, de esa manera a través de nuestros representantes podrán aclarar cualquier dificultad o duda que usted pueda tener.

También les informamos, que aprovechando este corto receso de aproximadamente una semana, nuestras oficinas próximamente serán trasladadas a esta nueva dirección, **444 Brickell Ave., Suite 820, Miami, Fl. 33131.**

Es importante señalar, que todas estas modificaciones son con el único afán de mejorar en nuestros servicios, para así poderles ofrecer un servicio de primera calidad, ya que el mismo se brindará las 24 horas del día. Además, aprovechamos esta ocasión para reafirmarles que somos una empresa seria, con un solo fin, que es el de trabajar honestamente en provecho de ustedes nuestros colaboradores, y del público usuario que solo merece calidad.

Una vez más, gracias por su atención y colaboración con nosotros, me despido deseandoles unos felices días navideños.

Atentamente,

Luis Coello
Presidente

02/14/96

THIS DOCUMENT IS A DIRECT TRANSLATION OF OUR TELECUBA LETTER SENT TO:
LIBERTY KEY SHOP 10849 SW 80 STREET, MIAMI FLORIDA 33165 DATED 11 DEC 96.

Dear Customer:

This letter is directed to you, The customer, so that we may be forgiven for the inconveniences that our service have caused you in the past few days. Reasons outside and beyond our control has been determined for these technical difficulties, therefore we are obligated to ask you to please, temporarily suspend the sale of our calling cards until further notice.

We have all our technicians and employees working vigorously for the restabilization of our services. This is an indication in which is leading us to believe our system will be out of service for only a few days.

We ask for your patience and cooperation in facing this problem. Our customer service telephone lines (305-233-4000) will continue to be functioning during regular business hours as any question(s) that could arise, we may be able to clarify any issue or questions for you and or our customers.

We would also like to inform you at this time, during this short recess, within approximately one week, our new offices will be located at: 444 Brickell Avenue, Suite 820, Miami, Fl. 33131.

It is imperative to realise that all these modifications are being done with the intention of better serving you as a customer 24 hours a day. We want to stress to you that we are a serious company in the continual endeavor of establishing an honest communications contact with you the customer, which will ultimately requires and deserves the best quality.

Again, thank you for you attention and collaboration in business with us and we wish you and yours a very happy holiday(s).

SINCERILY,

Luis Coello
President

Liberty.wri/02-14-96.ec



28 West Flagler Street • Suite 700
Miami, Florida 33130

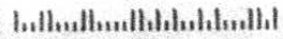
P&D MIAMI, FL 12/11/95 15:32 DCR# 1 HAPPY HOLIDAYS



NO SUCH STREET

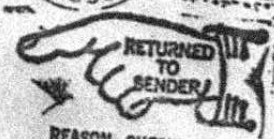
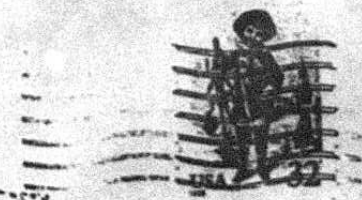
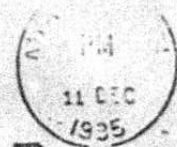
*Moved -
no longer
at this
Address*

Señores
STOP FOOD STORE
1706 S.W. 5 AV.
MIAMI, FL 33155



28 West Flagler Street • Suite 700
Miami, Florida 33130

*Moved -
no longer
at this
Address
NSW*



REASON CHECKED

Unclaimed Refused

Addressee Unknown

Insufficient Address

No Such Street Number

M. ved. Lett No. Address

Forwa. @. p. de. Expired

No Such City or State

Do not return to int. envelope

Señores
DAWAY VIDEO
924 W 25 ST
HIALEAH, FL 33012



ATTACHMENT B

TELECUBA

12217 S.W. 129th Ct. Suite 100
MIAMI, FL 33186
(305) 233-6000

SUNBANK/MIAMI, N.A.
P.O. BOX 524209
MIAMI, FL 33152-4209
SUN SERVICE HOTLINE (305) 591-6000
63-60/660

1124

• PAY TO THE ORDER OF
WORLD ACCESS CORP.
TWENTY FIVE THOUSAND DOLLARS AND *****00/100
DOLLARS

WORLD ACCESS CORP.

\$ 25,000.00

TWENTY FIVE THOUSAND DOLLARS AND *****00/100

DOLLARS

010043674 1556 1065 08 09-25-95

[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO PARCIAL PAYMENT FOR SEPTEMBER



SEE HERE

PAY TO THE ORDER OF
READY STATE BANK
MIAMI, FLORIDA 33166
▶ 067011683 ◀
FOR DEPOSIT ONLY
WORLD ACCESS COMPANY FROM: gpre, 215
000031001

READY
STATE BANK
MIAMI, FL
-067011683-

NOV 6 95

066000109 FRB MIAMI

020075044 11-07-95

0039449780
11
6

1995
CASH

TELECUBA

12217 S.W. 129th Ct. Suite 100
MIAMI, FL 33186
(305) 233-4000

SUNBANK / MIAMI, N.A.
P.O. BOX 524209
MIAMI, FL 33152-4209
SUN SERVICE HOTLINE (305) 591-6000
63-60/660

1203

11/3/95

PAY TO THE ORDER OF WORLD ACCE

\$ 25,000.00

*****00/100 DOLLARS

020078044 184 1098 08 11-07-95

Richard G. Galt

AUTHORIZED SIGNATURE

MEMO PAYMENT ON ACCOUNT

[REDACTED]

ACCOUNT NO. 00000000000000000000
FOR DEPOSIT ONLY
TELECUBA
CREDIT CARD
NO CASH
NO CHECKS
NO MONEY
ORDER

TELECUBA

12217 S.W. 129th Ct. Suite 100
MIAMI, FL 33186
(305) 233-4000

SUNBANK/MIAMI, N.A.
P.O. BOX 524209
MIAMI, FL 33172-4209
SUN SERVICE HOTLINE (305) 591-6000
63-60/660

1158

10/14/95

NO DEPOSIT REQUIRED
PAY TO ORDER OF
TELECUBA
MEMBER OF SUNBANK
P.O. BOX 524209
MIAMI, FL 33172-4209
SUN SERVICE HOTLINE (305) 591-6000

WORLD ACCESS

TWENTY FIVE THOUSAND DOLLARS AND

\$ 25,000.00

*****00/100

DOLLARS

020202891 0195 1055 08 10-17-95

MEMO PAYING ACCOUNT NO/OF SEPTEMBER

[Redacted]

[Redacted]

Chris J. Call
AUTHORIZED SIGNATURE

ma

088000109 FRB MIAMI
010043674 09-26-95
0028164450
09-25-1995
6

088000109

FOR DEPOSIT ONLY
WORLD ACCESS COMMUNICATIONS, CORP.
0000031604 19
6222 13411

PAY TO THE ORDER OF
READY STATE BANK
MIAMI, FLORIDA 33185
⑆ 087011683 ⑆

PLACE HERE

ATTACHMENT C

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CPS
↓

Country	Value	Percentage
USA	\$0.0500	0.0001%
800 Inbound	\$0.0600	0.0003%
Mexico 1	\$0.1500	0.0020%
Mexico 2	\$0.1700	0.0022%
Mexico 3	\$0.2000	0.0026%
Mexico 4	\$0.2300	0.0030%
Mexico 5	\$0.2800	0.0037%
Mexico 6	\$0.3400	0.0044%
Mexico 7	\$0.5500	0.0072%
Mexico 8	\$0.5500	0.0072%
Canada	\$0.1000	0.0013%
Albania	\$1.1330	0.0148%
Algeria	\$0.9350	0.0123%
American Samoa	\$0.8250	0.0108%
Andorra	\$0.5500	0.0072%
Angola	\$1.2100	0.0159%
Anguilla	\$0.5500	0.0072%
Antarctica-Casey	\$1.4300	0.0188%
Antarctica-Scott B	\$1.4300	0.0188%
Antigua	\$0.5150	0.0068%
Argentina	\$0.3605	0.0047%
Armenia	\$1.1000	0.0144%
Aruba	\$0.5500	0.0072%
Ascension Island	\$0.7700	0.0101%
Australia	\$0.2575	0.0034%
Austria	\$0.2750	0.0036%
Azerbaijan	\$1.1000	0.0144%
Bahamas	\$0.2266	0.0030%
Bahrain	\$0.7150	0.0094%
Bangladesh	\$0.6600	0.0087%
Barbados	\$0.4635	0.0061%
Belarus	\$1.1000	0.0144%
Belgium	\$0.3914	0.0051%
Belize	\$0.5665	0.0074%
Benin	\$0.9900	0.0130%
Bermuda	\$0.2575	0.0034%
Bhutan	\$0.2200	0.0029%
Bolivia	\$0.3708	0.0048%
Bosnia-Herzegovina	\$1.1000	0.0144%
Botswana	\$0.8250	0.0108%
Brazil	\$0.3296	0.0043%
British Virgin Isls.	\$0.5500	0.0072%
Brunel	\$0.8800	0.0116%
Bulgaria	\$0.7150	0.0094%
Burkina Faso	\$1.1000	0.0144%
Burma	\$0.2420	0.0032%
Burundi	\$0.2200	0.0029%
Cambodia	\$1.1550	0.0152%

+ (.85)
+ (.68)

+ (.31)

+ (.40)
+ (.13)

+ 108
KC

+ (.70)

+ (.65)

Guam	\$0.7700	0.0101%
Guantanamo Bay	\$0.8050	0.0079%
Guatemala	\$0.3605	3.0851%
Guinea	\$1.4300	0.0188%
Guinea Bissau	\$1.1000	0.0144%
Guyana	\$0.6600	0.0087%
Haiti	\$0.4120	0.0054%
Honduras	\$0.4120	0.0054%
Hong Kong	\$0.2575	0.0034%
Hungary	\$0.4400	0.0058%
Iceland	\$0.7150	0.0094%
India	\$0.6180	0.0081%
Iraq	\$1.1000	0.0144%
Ireland	\$0.3850	0.0051%
Israel	\$0.4120	0.0054%
Italy	\$0.3605	0.0047%
Ivory Coast	\$0.8800	0.0116%
Jamaica	\$0.4120	0.0054%
Japan	\$0.2575	0.0034%
Jordan	\$0.4950	0.0065%
Kazakhstan	\$1.1000	0.0144%
Kenya	\$0.6600	0.0087%
Korea	\$0.4950	0.0065%
Kuwait	\$0.6050	0.0079%
Kyrgyzstan	\$1.1000	0.0144%
Laos	\$2.2000	0.0289%
Latvia	\$1.1000	0.0144%
Lebanon	\$1.1000	0.0144%
Lesotho	\$0.8800	0.0116%
Liberia	\$0.8250	0.0108%
Libya	\$0.8800	0.0116%
Liechtenstein	\$0.5500	0.0072%
Lithuania	\$1.1000	0.0144%
Luxembourg	\$0.4400	0.0058%
Macao	\$0.8800	0.0116%
Macedonia	\$1.1000	0.0144%
Madagascar	\$1.6500	0.0217%
Malawi	\$0.8250	0.0108%
Malaysia	\$0.5500	0.0072%
Maldives	\$1.1000	0.0144%
Mali Republic	\$1.1000	0.0144%
Malta	\$1.1000	0.0144%
Marshall Islands	\$2.7500	0.0361%
Mauritania	\$1.3200	0.0173%
Mauritius	\$1.3200	0.0173%
Mayotte Island	\$1.3200	0.0173%
Moldova	\$0.9900	0.0130%
Monaco	\$1.6500	0.0217%

+ (40)

+ (.51)

+ (.65)

[Handwritten scribble]

[Handwritten signature]

+ 10%
[Handwritten initials]

[Handwritten notes: 1994-1995]

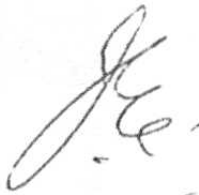
12/08/1994 1:32 PM

Montserrat	\$0.6050	0.0079%
Morocco	\$0.8800	0.0116%
Mozambique	\$1.3750	0.0180%
Mustique	\$0.4400	0.0058%
Myanmar	\$0.8800	0.0116%
Nambia	\$0.4950	0.0065%
Nauru	\$1.1000	0.0144%
Netherlands	\$0.2200	0.0029%
Neth. Antilles	\$0.5150	0.0068%
Nevis	\$0.8250	0.0108%
New Caledonia	\$0.8800	0.0116%
New Zealand	\$0.4400	0.0058%
Nicaragua	\$0.4120	3.5258%
Nigeria	\$0.4635	0.0061%
Niger Republic	\$0.8800	0.0116%
Niue	\$1.6500	0.0217%
Norfolk Isl.	\$1.3750	0.0180%
Norway	\$0.2750	0.0036%
Oman	\$0.8250	0.0108%
Pakistan	\$0.6600	0.0087%
Palau	\$1.1020	0.0144%
Papua New Guinea	\$0.8800	0.0116%
Paraguay	\$0.4120	3.5258%
Peru	\$0.4120	0.0054%
Philippines	\$0.4635	0.0061%
Poland	\$0.4635	0.0061%
Portugal	\$0.4120	0.0054%
Qatar	\$0.4950	0.0065%
Reunion Islands	\$1.0450	0.0137%
Romania	\$0.8800	0.0116%
Russia	\$0.7210	2.0630%
Rwanda	\$1.1000	0.0144%
Saipan	\$0.8250	0.0108%
San Marino	\$0.4400	0.0058%
Sao Tome	\$1.1000	0.0144%
Saudi Arabia	\$0.4400	0.0058%
Senegal Rep.	\$0.8250	0.0108%
Seychelles	\$1.1000	0.0144%
Sierra Leone	\$0.8250	0.0108%
Singapore	\$0.3850	0.0051%
Slovakia	\$0.4950	0.0065%
South Africa	\$1.1000	0.0144%
Spain	\$0.4120	0.0054%
Spain	\$0.3090	0.0041%
Sri Lanka	\$0.9900	0.0130%
St. Helena	\$0.9900	0.0130%

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St. Lucia	\$1.1000	0.0144%
St. Kitts	\$0.4400	0.0058%
St. Vincent	\$0.4400	0.0058%
Sts. Pierre et Miq	\$0.4400	0.0058%
Suriname	\$0.6600	0.0087%
Swaziland	\$0.6600	0.0087%
Sweden	\$0.2200	0.0029%
Switzerland	\$0.2200	0.0029%
Syrian Arab Repu	\$0.9350	5.3385%
Taiwan	\$0.3605	0.0047%
Tajikistan	\$0.8900	0.0130%
Tanzania	\$0.5500	0.0072%
Thailand	\$0.5500	0.0072%
Togo	\$0.5500	0.0072%
Tonga Islands	\$0.5500	0.0072%
Trinidad & Tobag	\$0.4400	0.0058%
Tunisia	\$0.8250	0.0108%
Turkey	\$0.4950	0.0065%
Turkmenistan	\$0.9900	0.0130%
Turks & Caicos	\$0.6050	0.0079%
Tuvalu	\$1.3750	0.0180%
Uganda	\$0.7210	0.0095%
Ukraine	\$0.9900	0.0130%
United Arab Emir	\$0.4400	0.0058%
United Kingdom	\$0.1133	1.6150%
Uruguay	\$0.4635	3.9666%
Uzbekistan	\$0.9900	0.0130%
Vanuatu Rep.	\$1.3750	0.0180%
Vatican City	\$0.4400	0.0058%
Venezuela	\$0.2900	12.3936%
Vietnam	\$1.1550	0.0152%
Wallis & Gutuna I	\$1.4850	0.0195%
Western Samoa	\$1.1000	0.0144%
Yemen, Rep. of	\$0.6600	0.0087%
Yugoslavia	\$0.4950	0.0065%
Zaire	\$0.7700	0.0101%
Zambia	\$1.1000	0.0144%
Zimbabwe	\$0.7700	0.0101%

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