

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

4312 92ND AVENUE NORTHWEST
GIG HARBOR WASHINGTON 98335

TELEPHONE: 253.265.3910
FACSIMILE: 253.265.3912
EMAIL: HCG@HARBOR-GROUP.COM

VIA OVERNIGHT DELIVERY

February 24, 1999

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

990214-TI

RE: USCommunication Services, Inc. – Application for Original Authority to Provide Interexchange Telecommunications Service

Dear Sir or Madam:

Enclosed are an original and six (6) copies of USCommunication Services, Inc.'s Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida, including the \$250.00 filing fee. This application is filed in accordance with Chapter 25-24, Section 25-24.471, Rules of the Florida Public Service Commission.

Pursuant to Rule 25-22.006(5)(a), also enclosed is USCommunication Services, Inc.'s Motion for Protective Order for the company's financial statements, which are filed under protective seal, accordingly.

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of the first page of the Application in the self-addressed, stamped envelope provided for this purpose. Questions concerning this filing may be directed to me.

Sincerely,

for Harbor Consulting Group, Inc.



Kristin Larson Doyle
Enclosures

cc: USCommunication Services, Inc.

DOCUMENT NUMBER-DATE

02486 FEB 25 99

FPSC RECORDS/REPORTING

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
USCommunication Services, Inc.)
for Original Authority to Provide)
Interexchange Telecommunications)
Services Within the State of Florida)

No. _____

APPLICATION FOR AUTHORITY

USCommunication Services, Inc. ("Applicant"), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1. Applicant requests original authority to operate as an interexchange telecommunications company providing prepaid calling card services within the State of Florida. As a switchless non-facilities-based provider of long distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant's legal name is USCommunication Services, Inc.

3. Applicant will be doing business as USCommunication Services, Inc.

4 and 5. Applicant's official mailing address is:

12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709
Facsimile: 619.673.1114

Check received with filing and
for deposit.
check

of person who forwarded check:

LL

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
USCommunication Services, Inc.)
for Original Authority to Provide)
Interexchange Telecommunications) No. _____
Services Within the State of Florida)

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12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709

Facsimile: 619.673.1114

Applicant will not have a Florida office, nor maintain employees in the State of Florida.

All of Applicant's operations will be directed from Applicant's national office.

6. Applicant will provide prepaid calling card service in the State of Florida.

7. Applicant is a privately held corporation formed under the laws of the State of Delaware on August 7, 1996. Applicant's Articles of Incorporation are submitted as **Exhibit A**.

8 and 9. Not applicable.

10. Proof from the Florida Secretary of State that the Applicant has authority to operate in Florida is submitted as **Exhibit B**.

11-15. Not applicable.

16 and 17. Because Applicant is offering prepaid calling card services only, customers will not receive bills for Applicant's interexchange services, but instead will pay in advance.

18. (a) Correspondence and communications concerning this Application and Tariff should be directed to Applicant's regulatory consultant:

Ms. Kristin Doyle
c/o Harbor Consulting Group, Inc.
4312 92nd Avenue Northwest
Gig Harbor, Washington 98335

Telephone: 253.265.3910
Facsimile: 253.265.3912

(b) The official point of contact for ongoing operations of the Applicant is:

Mr. James Bernet
USCommunication Services, Inc.
12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709
Facsimile: 619.673.1114

(c) Customer complaints/inquiries should be directed to Applicant's customer service manager:

Ms. Lisa Bernet
USCommunication Services, Inc.
12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 800.859.1608

19. (a) Applicant has operated as an interexchange telecommunications company in Florida and California.

(b) Applicant does not have applications pending to be certificated as an interexchange telecommunications company in any other state.

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

(d) - (f) In no states has Applicant been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(b) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.

21. Applicant is a value-added, non-facilities-based provider of resold MTS

interexchange telecommunications services. Applicant proposes to provide prepaid calling card service only for the direct transmission and reception of voice and data between locations throughout the State of Florida. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. All network facilities are the property of, and controlled by, Applicant's underlying carriers. Applicant assumes full responsibility for marketing and sales, billing and customer service functions.

Applicant seeks to provide long-distance services at rates that are competitive with those of other interexchange carriers providing prepaid calling card service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's Tariff at **Exhibit E**.

22. Applicant's proposed tariff is attached hereto as **Exhibit E**.

23. (a) Applicant's financial statements, copies of which are attached as **Exhibit C**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a non-facilities-based provider of resold intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida.

(b) A summary of Applicant's management experience is attached as **Exhibit D**.

(c) Applicant's technical ability to provide service is entirely dependent on that of its underlying carrier, MCI Worldcom.

Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) increased consumer choice in prepaid calling card;
- (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

WHEREFORE, USCommunication Services, Inc. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of telecommunications services within the State of Florida.

(Signature on Following Page)

Respectfully submitted this 17th day of February, 1999.

USCommunication Services, Inc.

By: 

James Bernet

President

12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709

Facsimile: 619.673.1114

Harbor Consulting Group Inc.
4312 92nd Avenue Northwest
Gig Harbor, Washington 98335

Telephone: 253.265.3910

Facsimile: 253.265.3912

Applicant's Regulatory Consultants

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 of \$50.00 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.

Respectfully submitted this 17th day of February, 1999.

USCommunication Services, Inc.

By:


James Bernet

President

12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709

Facsimile: 619.673.1114

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
USCommunication Services, Inc. for)
Original Authority to Provide)
Interexchange Telecommunications) No. _____
Services Within the State of Florida)

LIST OF EXHIBITS AND APPENDICES

EXHIBIT A	ARTICLES OF INCORPORATION
EXHIBIT B	CERTIFICATE OF AUTHORITY
EXHIBIT C	FINANCIAL STATEMENTS
EXHIBIT D	MANAGEMENT EXPERIENCE
EXHIBIT E	PROPOSED TARIFF
APPENDIX A	CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	CURRENT FLORIDA INTRASTATE SERVICES
APPENDIX D	AFFIDAVIT

EXHIBIT A

ARTICLES OF INCORPORATION
(Attached)

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
NATIONWIDE TRANSPORTATION PRODUCTS, INC.

NATIONWIDE TRANSPORTATION PRODUCTS, INC., a corporation organized and existing under and by virtue of the general corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST. That the Board of Directors of said corporation, at a meeting duly convened and held, adopted the following resolution:

RESOLVED that the Board of Directors hereby declares it advisable and in the best interest of the Company that Article FIRST of the Certificate of Incorporation be amended to read as follows:

FIRST: The name of this corporation shall be:

U.S. COMMUNICATION SERVICES, INC.

SECOND. That the said amendment has been consented to and authorized by the holders of a majority of the issued and outstanding stock entitled to vote by written consent given in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD. That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the general Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Arthur B. Haasche
this eighteenth day of August A.D. 1997.


Authorized Officer

State of Delaware
Office of the Secretary of State

PAGE 1

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "NATIONWIDE TRANSPORTATION PRODUCTS, INC.", FILED IN THIS OFFICE ON THE SEVENTH DAY OF AUGUST, A.D. 1996, AT 9 O'CLOCK A.M.



E. J. Freel
Edward J. Freel, Secretary of State

AUTHENTICATION:

DATE: 8620150

08-22-97

2650942 8100

971282590

CERTIFICATE OF INCORPORATION
OF

NATIONWIDE TRANSPORTATION PRODUCTS, INC.

FIRST. The name of this corporation shall be:

NATIONWIDE TRANSPORTATION PRODUCTS, INC.

SECOND. Its registered office in the State of Delaware is to be located at 1013 Centre Road, in the City of Wilmington, County of New Castle, 19805, and its registered agent at such address is CORPORATE AGENTS, INC.

THIRD. The purpose or purposes of the corporation shall be:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

FOURTH. The total number of shares of stock which this corporation is authorized to issue is:

One Thousand Five Hundred (1,500) Shares Without Par Value.

FIFTH. The name and mailing address of the incorporator is as follows:

Cheryl A. Lewis
Corporate Agents, Inc.
1013 Centre Road
Wilmington, DE 19805

SIXTH. The Board of Directors shall have the power to adopt, amend or repeal the by-laws.

IN WITNESS WHEREOF, The undersigned, being the incorporator hereinbefore named, has executed, signed and acknowledged this certificate of incorporation this seventh day of August, A.D. 1996.

Cheryl Ann Lewis
Cheryl A. Lewis
Incorporator

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NATIONWIDE TRANSPORTATION PRODUCTS, INC.", CHANGING ITS NAME FROM "NATIONWIDE TRANSPORTATION PRODUCTS, INC." TO "U.S. COMMUNICATION SERVICES, INC.", FILED IN THIS OFFICE ON THE NINETEENTH DAY OF AUGUST, A.D. 1997, AT 9 O'CLOCK A.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2650942 8100

971276393

AUTHENTICATION:

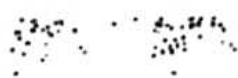
8613847

DATE:

88-20-97

State of Delaware
Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "U.B. COMMUNICATION SERVICES, INC.", FILED IN THIS OFFICE ON THE TWENTY-SIXTH DAY OF NOVEMBER, A.D. 1997, AT 9 O'CLOCK A.M.



Edward J. Freel

Edward J. Freel, Secretary of State

2450942 8100

971486191

AUTHENTICATION:

87X-146

DATE:

12-22-97

**CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
U.S. COMMUNICATION SERVICES, INC.**

U.S. COMMUNICATION SERVICES, INC., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY THAT:

FIRST. The name of the corporation (hereafter called "the corporation") is: U.S. COMMUNICATION SERVICES, INC.

SECOND. The certificate of incorporation of the corporation is hereby amended by striking out Article FOURTH thereof and by substituting in lieu of said Article the following new Article:

FOURTH. This Corporation is authorized to issue two classes of shares, designated respectively "Class A Common Stock" and "Class B Common Stock." 24,000,000 shares of Class A Common Stock may be issued, having par value of \$0.001 per share. 5,000,000 shares of Class B Common Stock may be issued, having par value of \$0.001 per share. The Class A Common Stock has exclusive voting rights on all matters requiring a vote of the shareholders, including election of directors, except as otherwise provided by law. The Class B Common Stock has no voting rights. Shares issued as of the date hereof shall be deemed "Class A Common Stock."

Effective on the filing of the requisite Certificate of Amendment of Certificate of Incorporation, all outstanding shares of the corporation shall be divided pro rata, such that one (1) share prior to such division shall be equivalent to eleven thousand (11,000) shares following such division (e.g., 14,000-shr-1 stock split). This stock split shall have no effect upon the aggregate value of the shares outstanding; the individual share values shall be reduced proportionally.

THIRD. The amendments of the certificate of incorporation herein certified have been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the corporation has caused this Certificate to be signed by
Della O'Donnell this twenty-second day of October, A.D. 1997.



Della O'Donnell
Secretary of the Corporation

EXHIBIT B

CERTIFICATE OF AUTHORITY
(Attached)

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by U.S. COMMUNICATION SERVICES, INC., a Delaware corporation, authorized to transact business within the State of Florida on February 23, 1999 as shown by the records of this office.

The document number of this corporation is F99000001019.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twenty-third day of February, 1999



CR25022 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION
TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS
SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE
STATE OF FLORIDA:

1. U.S. Communication Services, Inc.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. Delaware
(State or country under the law of which it is incorporated)
3. 75-2745333
(FEI number, if applicable)
4. 8-7-96
(Date of Incorporation)
5. perpetual
(Duration: Year corp. will cease to exist or "perpetual")
6. upon qualification
(Date first transacted business in Florida. (SEE SECTIONS 607.1501, 607.1502, AND 607.155, F.S.)
7. 12245 World Trade Drive, Suite F
San Diego, CA 92128
(Current mailing address)
8. Prepaid Phone Cards
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)
9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)
Name: NRAI Services, Inc.
Office Address: 526 E. Park Avenue
Tallahassee, Florida, 32301
(Zip Code)
10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Tina Leland

(Registered agent's signature)

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

RECEIVED
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FEB 23 AM 11:33

12. Names and addresses of officers and/or directors: (Street address ONLY- P. O. Box NOT acceptable)

A. DIRECTORS (Street address only- P. O. Box NOT acceptable)

Chairman: _____

Address: _____

Vice Chairman: _____

Address: _____

Director: James C. Bernet

Address: 12245 World Trade Drive, Suite F

San Diego, CA 92128

Director: _____

Address: _____

B. OFFICERS (Street address only- P. O. Box NOT acceptable)

President: James C. Bernet

Address: 12245 World Trade Drive, Suite F

San Diego, CA 92128

Vice President: Arthur B. Haesche

Address: 12245 World Trade Drive, Suite F

San Diego, CA 92128

Secretary: Delia M. O'Donnell

Address: 12245 World Trade Drive, Suite F

San Diego, CA 92128

Treasurer: Delia M. O'Donnell

Address: 12245 World Trade Drive, Suite F

San Diego, CA 92128

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13


(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14

James C. Bernet - President
(Typed or printed name and capacity of person signing application)

98 FEB 23 AM 10:33

FILED
SECRETARY OF STATE
DIVISION OF STATE RECORDS

EXHIBIT C

FINANCIAL STATEMENTS

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.

EXHIBIT D

MANAGEMENT EXPERIENCE
(Attached)



USCommunicationServices

THE MANAGEMENT

The Officer's of USCommunication Services, Inc. include truck stop owners and managers. The existing relationships with other operators and trucking companies is expansive. Management will be able to take advantage of relationships that have spanned decades. Presently, management is in contact with hundreds of truck stops, more than four thousand trucking companies, and has access to millions of drivers each year. The Officer's are as follows:

James C. Bernet - President, Chief Executive Officer. Age 33.

Mr. Bernet is Vice President and part owner of the New Haven 95 East Truck Stop in Branford, CT. New Haven has been a family run business since 1973. James, along with his brother and sister, purchased the outstanding stock in the corporation in 1992, and have seen sales triple to 20 million dollars in just four years.

Lisa M. Bernet - Chief Operating Officer/CFO. Age 39.

Ms. Bernet is part owner of New Haven 95 East Truck Stop, Inc.

Delia O'Donnell - Secretary/Treasurer. Age 34.

Ms. O'Donnell joined the Bernet family in 1992 in a sales capacity. Ms. O'Donnell's responsibilities have included developing, implementing, and managing the sales organization for both New Haven 95 East Truck Stop and Nationwide Transportation.

Arthur B. Haesche - Vice President - Sales. Age 37.

Mr. Haesche joined our organization from AT&T in 1992. His responsibilities include training sales people, as well as managing national accounts, and project development.

P.O. Box 500730

San Diego, CA 92150

P 619.673-1709

F 619.673-1114

conlon1964@aol.com

EXHIBIT E

PROPOSED TARIFF
(Attached)

TELECOMMUNICATIONS TARIFF

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by USCommunication Services Inc. within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 12245 World Trade Drive, Suite F, San Diego, California 92128.

Issued: February 23, 1999

Effective Date:

Issued By:

James Bernet
President
12245 World Trade Drive, Suite F
San Diego, California 92128

CHECK SHEET

The Title Sheet and Sheets 1 through 18 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original

Issued: February 23, 1999

Effective Date:

Issued By:

James Berner
President
12245 World Trade Drive, Suite F
San Diego, California 92128

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	Title
Check Sheet	1
Table of Contents	2
Explanation of Symbols	3
Tariff Format	4
Section	
1. Technical Terms and Abbreviations	5
2. Rules and Regulations	7
3. Description of Service	17
4. Rates	18

Issued: February 23, 1999

Effective Date:

Issued By:

James Bernet
President
12245 World Trade Drive, Suite F
San Diego, California 92128

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text or regulation**

Issued: February 23, 1999

Effective Date:

Issued By:

James Bernet
President
12245 World Trade Drive, Suite F
San Diego, California 92128

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, when a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet in effect. Consult the Check Sheet for the sheet currently in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of code is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check 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 if a particular sheet is the most current on file with the Commission.

Issued: February 23, 1999

Effective Date:

Issued By:

James Bernet

President

12245 World Trade Drive, Suite F
San Diego, California 92128

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

Called Station:

The terminating point of a call (i.e., the called number).

Commission:

Florida Public Service Commission

Company:

USCommunication Services, Inc.

Credit Card:

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

Customer:

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

Issued: February 23, 1999

Effective Date:

Issued By:

James Bernat

President

12245 World Trade Drive, Suite F

San Diego, California 92128

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Disconnect or Disconnection:

The termination of a circuit connection between the originating station and the called station or the Company's operator.

Subscriber:

See "Customer" definition.

Issued: February 23, 1999

Effective Date:

Issued By:

James Bernet
President
12245 World Trade Drive, Suite F
San Diego, California 92128

SECTION 2 - RULES AND REGULATIONS**2.1. UNDERTAKING OF THE COMPANY**

- 2.1.1. Company's services are furnished for telecommunications originating and/or terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a provider of resold interexchange telecommunications to Customers for the direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are available twenty-four (24) hours per day, seven (7) days per week.

2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.

Issued: February 23, 1999

Effective Date:

Issued By:

James Bernet
President12245 World Trade Drive, Suite F
San Diego, California 92128

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. Prior written permission from the Company 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 of service.

2.3. USE

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose 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. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.
- 2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY**

- 2.4.1. The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. For the purpose of computing such amount, a month is considered to have thirty (30) days. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.
- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.
- 2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, including any claim based upon the advertising or marketing of the USCommunication Services Phone Card by Company, demands, suits, or other action or liability whatsoever, whether suffered, made, instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.
- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.

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President
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SECTION 2 - RULES AND REGULATIONS, Continued**2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.
- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.5. FULL FORCE AND EFFECT

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

2.6. INTERRUPTION OF SERVICE

2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

2.6.2. No credit shall be allowed for an interruption of a continuous duration of less than two hours.

2.7. RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.8. CHARGES**

- 2.8.1. The Customer is responsible for the payment of all charges for all services furnished to the Customer.
- 2.8.2. Disputes related to charges should be addressed to Company's customer service organization via telephone. Customer service representatives are available from 10:30 AM to 7:59 PM Eastern Time. Messages may be left for Customer Services from 8:00 PM to 10:29 AM Eastern Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.8.3. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
 - B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission
Division of Consumer Affairs
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100
Toll-free number: 800.342.3552

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SECTION 2 - RULES AND REGULATIONS, Continued

2.9. CANCELLATION BY COMPANY

- 2.9.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
 - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - C. For unauthorized or fraudulent use; or
 - D. For violation of Company's filed tariffs or Commission regulations; or
 - E. If the Customer provides false information to the Company regarding the Customer's identify, past, current or planned use of Company's services; or
 - F. Fifteen (15) months from the date the first call is made using a prepaid calling card.

2.10. INTERCONNECTION

- 2.10.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, Continued**2.10. INTERCONNECTION, Continued**

- 2.10.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

2.11. DEPOSITS

The Company does not require a deposit from the Customer.

2.12. TAXES

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.

2.13. UNCERTIFICATED RESALE PROHIBITED

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

Issued: February 23, 1999

Issued By:

James Bernet
President

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Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE**3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's network. Usage begins when the called party picks up the receiver, i.e. when any two-way communication, often referred to as "conversation time" is possible. When the called party picks up is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services is one (1) minute with one (1) minute billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. MINIMUM CALL COMPLETION RATE

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of call completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.3. USCOMMUNICATION SERVICES TELECOMMUNICATIONS SERVICES

3.3.1. The rate for Company's service is based on the following factors:

- A. How the service is marketed; and
- B. The duration of the call.

The Company's rates are not mileage sensitive.

3.3.2. **Prepaid Calling Card Service** is a discretionary, switched-access service available to Customers via a toll-free number from any dual-tone, multi-frequency telephone in the United States. Customers purchase the Company's prepaid calling cards which immediately enable users to place calls from any dual-tone, multi-frequency telephone, at the Company's tariffed rates. The Customer's account is credited for the amount of calling purchased and is debited as the Customer places calls pursuant to the Company's tariffed rates, until the account balance is depleted. Customers are informed of the amount of calling time remaining on the card at the time they access the Company's equipment and enter a personal identification number.

3.4. PROMOTIONS

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates.

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SECTION 4 - RATES

4.1. PREPAID CALLING CARD SERVICE

4.1.1. Calling Cards Purchased through Vending Arrangements

Initial/Additional Minute \$0.199

4.1.2. Retail Calling Cards

Initial/Additional Minute \$0.33

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Issued By:

James Bernet

President

12245 World Trade Drive, Suite F
San Diego, California 92128

Effective Date:

APPENDIX A

CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT

Not applicable.

APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
(Attached)

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Not applicable.

APPENDIX C

CURRENT FLORIDA INTRASTATE SERVICES
(Attached)

CURRENT FLORIDA INTRASTATE SERVICES

Applicant has previously provided intrastate telecommunications services in Florida. Applicant began offering prepaid calling card service in Florida in June 1998.

Respectfully submitted this 17th day of February, 1999.

USCommunication Services, Inc.

By: 
~~James Bernet~~

President

12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709

Facsimile: 619.673.1114

APPENDIX D

AFFIDAVIT
(Attached)

AFFIDAVIT

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

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

Respectfully submitted this 17th day of February, 1999.

USCommunication Services, Inc.

By:


James Bernet

President

12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709

Facsimile: 619.673.1114

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

In the Matter of the Application of)
 USCommunication Services, Inc.)
 for Original Authority to Provide)
 Interexchange Telecommunications)
Services Within the State of Florida)

DEPOSIT

DATE

D 0 9 3

FEB 25 1999

No. 990214-TT

APPLICATION FOR AUTHORITY

USCommunication Services, Inc. ("Applicant"), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1. Applicant requests original authority to operate as an interexchange telecommunications company providing prepaid calling card services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunication services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

DOCUMENT NUMBER - DATE --
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 FPSC-REGIONS/REPORTING

HARBOR CONSULTING GROUP INC.
REGULATORY CONSULTANTS



KEYBANK NATIONAL ASSOCIATION
GIG HARBOR, WA 98335

1543

4312 92ND AVENUE NORTHWEST
 GIG HARBOR WASHINGTON 98335

2/24/99

PAY TO THE ORDER OF **Florida Public Service Commission**

\$ ****251.00**

Two Hundred Fifty and 00/100.....

DOLLARS

Florida Public Service Commission

MEMO: **US Communication Services, Inc.**

Renee Isen

19871208
 V08
 M0808
 CALL 1 800 862 2331

BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF FLORIDA

In the Matter of the Application of)
USCommunication Services, Inc.)
for Original Authority to Provide)
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DATE

D093

FEB 25 1999

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2. Applicant's legal name is USCommunication Services, Inc.

3. Applicant will be doing business as USCommunication Services, Inc.

4 and 5. Applicant's official mailing address is:

12245 World Trade Drive, Suite F
San Diego, California 92128

Telephone: 619.673.1709

Facsimile: 619.673.1114

Check marked with 119 and 11

DOCUMENT NUMBER-DATE

02486 FEB 25 1999

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