



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

May 21, 1996
OVERNIGHT

Tel: 407-740-8575
Fax: 407-740-0613

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, FL 32399-0850

960638-TJ

RE: Initial Application and Tariff of Paradigm Communications Corporation d/b/a GCN Corporation for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Paradigm Communications Corporation d/b/a GCN Corporation.

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

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes

Monique Byrnes
Consultant to Paradigm
Communications Corporation

RECEIVED
MAY 22 10 01 AM '96
ADMINISTRATION
MAIL ROOM

cc: N. Shapiro, Paradigm
file: Paradigm - FL
tms: FL96000

Check received with filing and forwarded to Fiscal for deposit. Fiscal to forward a copy of check to RAR with proof of deposit.
DOCUMENT NUMBER-DATE
05843 MAY 22 96
Initials of person who forwarded check:
AJG



DEPOSIT TREAS. REC. DATE

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

May 21, 1996
OVERNIGHT

0315 MAY 23 '96

Tel: 407-740-8575
Fax: 407-740-0613

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of Paradigm Communications Corporation d/b/a GCN Corporation for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

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cc: N. Shapiro, Paradigm
file: Paradigm - FL
tms: FL96000

DOCUMENT NUMBER-DATE

05643 MAY 22 88

FPSC-RECORDS/REPORTING

FLORIDA PUBLIC SERVICE COMMISSION

Application Form

for

Authority to Provide Interexchange Telecommunications Service

Between Points Within the State of Florida

To: Florida Public Service Commission
Division of Records and Reporting
101 East Gaines Street
Tallahassee, Florida 32399-0850
(904) 488-4733

This package includes the original and twelve (12) copies of the application along with a non-refundable application fee of \$250.00.

1. **This is an application for:**

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

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

Facilities based carrier - company owns and operates or plans to own and operate telecommunications switches and transmission facilities in Florida.

Alternative Operator Service - company provides or plans to provide alternative operator services for IXCs; or toll operator services to call aggregator locations; or clearinghouse services to bill such calls.

Reseller - company has or plans to have one or more switches but primarily leases the transmission facilities of other carriers. Bills its own customer base for services used.

Switchless rebiller - company has no switch or transmission facilities but may have a billing computer. Aggregates traffic to obtain bulk discounts from underlying carrier. Rebills end users at a rate above its discount but generally below the rate end users would pay for unaggregated traffic.

Call aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers associated with such aggregated telecommunications business.

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

Paradigm Communications Corporation

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

GCN Corporation

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

Paradigm Communications Corporation
d/b/a GCN Corporation
12750 Ventura Boulevard, Suite 202
Studio City, California 91604
Telephone: (818) 755-9589

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

7. Structure of organization:

<input type="checkbox"/> Individual	<input type="checkbox"/> Corporation
<input checked="" type="checkbox"/> Foreign Corporation	<input type="checkbox"/> Foreign Partnership
<input type="checkbox"/> General Partnership	<input type="checkbox"/> Limited Partnership
<input type="checkbox"/> Other, _____	

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

Not applicable.

- (a) Provide proof of compliance with the foreign partnership statute (Chapter 620.169 FS), if applicable.

- (b) Indicate if the individual or any of the partners have previously been:

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

(2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. If incorporated, please give:

- (a) Proof from the Florida Secretary of State that the applicant has authority to operate in Florida.

See: Attachment I

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

NRAI Services, Inc.
526 E. Park Avenue
Tallahassee, Florida 32301

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

Fictitious name registration number: Not applicable.

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

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

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

- (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

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

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

(a) The application:

Monique Byrnes
Consultant to Paradigm Communications Corporation
d/b/a GCN Corporation
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

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

Nils A. Shapiro
President
Paradigm Communications Corporation
d/b/a GCN Corporation
12750 Ventura Boulevard, Suite 202
Studio City, California 91604
Telephone: (818) 755-9589

(c) Tariff:

Monique Byrnes
Consultant to Paradigm Communications Corporation
d/b/a GCN Corporation ("GCN")
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
(407) 740-8575
(FAX) 740-0613

(d) Complaints/Inquiries from customers:

Nils A. Shapiro
President
Paradigm Communications Corporation
d/b/a GCN Corporation
12750 Ventura Boulevard, Suite 202
Studio City, California 91604
Telephone: (818) 755-9589

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

New Jersey, Oregon and Arizona

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

Georgia, Indiana, Kansas, Louisiana, Missouri

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

Texas, Oregon.

(d) Has been denied authority to operate as an interexchange carrier and the circumstances involved.

None.

(e) Has had regulatory penalties imposed for violations of telecommunications statutes and the circumstances involved.

None.

(f) Has been involved in civil court proceedings with an interexchange carrier, local exchange carrier or other telecommunications entity, and the circumstances involved.

None.

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

- | | |
|--|------------------------------------|
| <input type="checkbox"/> Facilities | <input type="checkbox"/> Operators |
| <input type="checkbox"/> Billing and Collection | <input type="checkbox"/> Sales |
| <input type="checkbox"/> Maintenance | |
| <input type="checkbox"/> Other: <u>None anticipated at this time</u> | |

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

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

None of the Above

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

Not applicable.

16. Who will receive the bills for your service (check all that apply)? No customers receive bills, but potential users include:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Residential customers | <input checked="" type="checkbox"/> Business customers |
| <input type="checkbox"/> PATS providers | <input type="checkbox"/> PATS station end-users |
| <input type="checkbox"/> Hotels & motels | <input type="checkbox"/> Hotel & motel guests |
| <input type="checkbox"/> Universities | <input type="checkbox"/> Univ. dormitory residents |
| <input checked="" type="checkbox"/> Other: (specify) <u>Anyone who uses the company's service</u> | |

17. Please provide the following (if applicable):

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

No. The only service the company provides is a pre-paid debit card service. The caller can contact the company's customer service department at 1-800-313-4284 with any questions. Customer service is available twenty-four hours a day, seven days a week.

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

The Company's service is a pre-paid debit card.

18. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

See Attachment II.

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

- MTS with distance sensitive per minute rates
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
- MTS with route specific rates per minute
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
- MTS with statewide flat rates per minute (i.e. not distance sensitive)
 - Method of access is FGA
 - Method of access is FGB
 - Method of access is FGD
 - Method of access is 800
- MTS for pay telephone service providers.
- Block of time calling plan (Reach Out Florida, Ring America, etc.)
- 800 Service (toll free)
- WATS type service (Bulk or volume discount)
 - Method of access is via dedicated facilities
 - Method of access is via switched facilities
- Private line services (Channel Services)
(For ex. 1.544 mbps, DS-3, etc.)
- Travel service
 - Method of access is 950
 - Method of access is 800
- 900 service
- Operator Services
 - Available to presubscribed customers
 - Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.)
 - Available to inmates
- Services included are:
 - Station assistance
 - Person to person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling

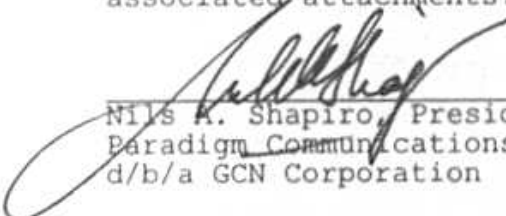
20. What does the end user dial for each of the interexchange carrier services that were checked in interexchange carrier services included (above).

The end user will dial "1-800 NXX-XXXX" + authorization code + 1 + destination number

21. Other:

APPLICANT ACKNOWLEDGMENT STATEMENT

1. REGULATORY ASSESSMENT FEE: I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. GROSS RECEIPTS TAX: I understand that all telephone companies must pay a gross receipts tax of one and one-half percent, or currently applicable rates, on all intra and interstate business.
3. SALES TAX: I understand that a seven percent sales tax, or other currently applicable percentage, must be paid on intra and interstate revenues.
4. APPLICATION FEE: A non-refundable application fee of \$250.00 must be submitted with the application.
5. LEC BYPASS RESTRICTIONS: I acknowledge the Commission's policy that interexchange carriers shall not construct facilities to bypass the LECs without first demonstrating to the Commission that the LEC cannot offer the needed facilities at a competitive price and in a timely manner.
6. RECEIPT AND UNDERSTANDING OF RULES: I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Orders relating to my provision of interexchange telephone service in Florida. I also understand that it is my responsibility to comply with all current and future Commission requirements regarding interexchange telephone service.
7. ACCURACY OF APPLICATION: By my signature below, I attest to the accuracy of the information contained in this application and associated attachments.



Nils A. Shapiro, President
Paradigm Communications Corporation
d/b/a GCN Corporation

5/15/96

Date

APPENDICES

- A - Certificate of Transfer Statement
- B - Customer deposits and advance payments
- C - Intrastate network
- D - Florida telephone exchanges and EAS routes
- E - Glossary

ATTACHMENTS:

- I - Florida Secretary of State Registration
- II - Proposed Tariff

APPENDIX A

CERTIFICATE OF TRANSFER STATEMENT

I, _____, current holder of certificate number _____, have reviewed this application and join in the petitioner's request.

Not Applicable.

Signature of owner or chief officer of the certificate holder.

Title: _____

Date: _____

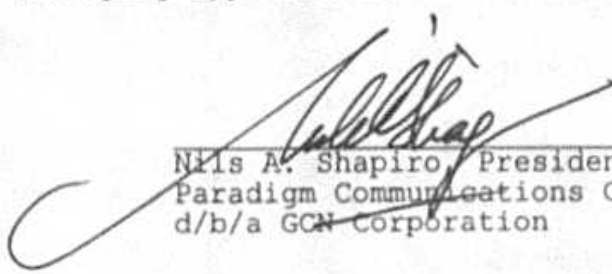
APPENDIX B

CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

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

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

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



Nils A. Shapiro, President
Paradigm Communications Corporation
d/b/a GCN Corporation

Date: _____

5/15/96

APPENDIX C

INTRASTATE NETWORK

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

1) None. 2)

3) 4)

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

1) None. 2)

3) 4)

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

	<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1)	None		
2)			
3)			

GCN does not maintain any points of presence, switches or transmission facilities within the State of Florida. Originating calls are transported over facilities provided by GCN's underlying carrier(s).

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

Service may originate statewide.

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

Not applicable for 1+ calls.

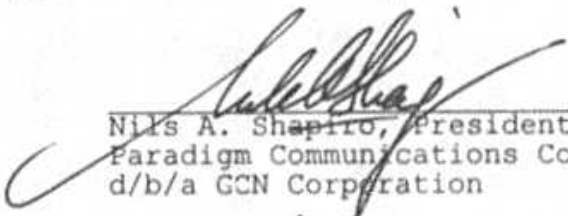
6. **CURRENT FLORIDA INTRASTATE SERVICES:** Applicant has () or has not (X) previously provided intrastate telecommunications in Florida. If the answer is has, fully describe the following:

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

Not applicable.

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

Not applicable.



Nils A. Shapiro, President
Paradigm Communications Corporation
d/b/a GCN Corporation

5/15/96

Date

APPENDIX D

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

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

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

Jacksonville
Gainesville
Daytona Beach
Ocala
Orlando
Cocoa
Melbourne
West Palm Beach
Miami
Pensacola
Panama City
Tallahassee
Titusville

Tampa
Clearwater
St. Petersburg
Lakeland
Winter Park
Ft. Lauderdale
Pompano Beach
Hollywood
North Dade
Sarasota
Ft. Myers
Naples

Paradigm Communications Corporation d/b/a GCN Corporation ("GCN") intends to offer service throughout the State of Florida.



Nils A. Shapiro, President
Paradigm Communications Corporation
d/b/a GCN Corporation

Date

5/15/96

ATTACHMENT I

AUTHORITY TO OPERATE IN FLORIDA

State of Florida



Department of State

I certify the attached is a true and correct copy of the application by PARADIGM COMMUNICATIONS CORPORATION doing business in Florida as GCN CORPORATION, a California corporation, authorized to transact business within the State of Florida on May 8, 1996 as shown by the records of this office.

The document number of this corporation is F96000002312.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eighth day of May, 1996



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ATTACHMENT II
MANAGEMENT PROFILES

PARADIGM COMMUNICATIONS CO.
D/b/a GCN Corporation

MANAGEMENT PROFILES

Steven M. Kalish, Chief Operating Officer

Mr. Kalish is a graduate of the University of Texas at Austin. He has worked in international marketing, manufacturing and finance for over fifteen years. In 1994 he joined Paradigm Communications Corp. as Vice President and Chief Operating Officer. Mr. Kalish has traveled extensively around the world and has detailed knowledge of the telecommunications needs of small businesses. Mr. Kalish began his working career in 1975, when he began to manufacture and import a variety of low-cost consumer goods from Mexico and Central America. He continued with this company until it was sold in 1981. In 1982 Mr. Kalish formed an overseas service company, Servicios Exclusivos, whose primary focus was to promote investment in the Caribbean Basin. Mr. Kalish worked successfully as a business consultant to international companies until he returned to the United States in 1992 and began to concentrated on the telecommunications industry.

Nils A. Shapiro, President

Mr. Shapiro has been a partner at Paradigm Communications since early 1994. His expertise in marketing and direct sales has proved invaluable to a new company in a competitive industry. Mr. Shapiro has an extensive background in both publishing and marketing. From 1984-1991 he was President of 54 Corporation, a consulting firm with clients that included a magazine directed to top management executives, a cable television channel, a celebrity marketing program, a book publisher and other organizations. Prior to the establishment of his consulting firm, Mr. Shapiro served as Executive Vice-President and Chief Operating officer of Ritter-Geller Communications, a publisher of consumer magazines. While there, he set up several successful profit centers, including a book publishing company as well as a licensing and merchandising program that contributed substantial royalties. Work experience prior to Ritter-Geller included Editor and Publisher of Montcalm Publishing Corporation, Associate Publisher of Penthouse International Ltd., Marketing Director at Clairol, a Bristol-Myers company and a variety of assignments at Grosset & Dunlap, Inc.

ATTACHMENT III

FINANCIAL STATEMENTS

PARADIGM COMMUNICATIONS CORPORATION
DBA
GLOBAL COMMUNICATIONS NETWORK
FINANCIAL STATEMENTS AND SUPPLEMENTAL INFORMATION
NINE MONTHS ENDED MAY 31, 1995
WITH ACCOUNTANTS' COMPILATION REPORT

CONTENTS

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Financial Statements:	
Balance Sheet	2
Statement of Income and Retained Earnings	3
Letter for Supplemental Information	4
Schedule of Operating Expenses	5

PARADIGM COMMUNICATIONS CORPORATION
DBA
GLOBAL COMMUNICATIONS NETWORK

BALANCE SHEET

MAY 31, 1995

ASSETS

Current Assets:

Cash	\$	12
Accounts receivable		59,255
Inventory - Cards		<u>36,000</u>

Total current assets \$ 95,267

Fixed Assets:

Furniture and fixtures	11,420
Equipment	11,108
Computers and software	<u>20,847</u>

Total 43,375

Less: Accumulated depreciation 4,064

39,311

Other assets:

Investments 15,000

\$ 149,578

LIABILITIES AND STOCKHOLDERS' (DEFICIT)

Current liabilities:

Accounts payable	\$	15,726
Sales tax payable		<u>1,205</u>

Total current liabilities \$ 16,931

Long-term liabilities:

Loans payable - officers	191,286
Loans payable - bank	<u>8,359</u>

Total long-term liabilities 199,645

216,576

Stockholders' equity:

Common stock - 75,000 shares authorized; 1,066 shares issued and outstanding, par value \$1	\$	1,066
Paid-in Capital		213,036
Retained earnings		<u>(281,100)</u>

Total stockholders' (deficit) (66,998)

\$ 149,578

See accompanying accountants' compilation report.

PARADIGM COMMUNICATIONS CORPORATION
DBA
GLOBAL COMMUNICATIONS NETWORK

STATEMENT OF INCOME AND RETAINED EARNINGS

NINE MONTHS ENDED MAY 31, 1995

Sales	\$ 190,623	
Less: Sales returns and allowances	<u>(8,097)</u>	
Net Sales		\$ 182,526
Cost of goods sold		<u>37,823</u>
Gross profit		144,703
Operating expenses		
Selling	69,880	
Administrative	<u>115,875</u>	
		<u>185,755</u>
(Loss) before other income		(41,052)
Other income		<u>1,500</u>
(Loss) before estimated state income tax		(39,552)
Estimated state income tax		<u>800</u>
Net (loss)		(40,352)
Retained earnings, beginning of period (deficit)		<u>(240,748)</u>
Retained earnings, at May 31, 1995		<u>\$ (281,100)</u>

See accompanying accountants' compilation report.

Paradigm Communications Corporation
dba
Global Communications Network
12750 Ventura Blvd. Suite 202
Studio City, California 91604

The supplemental information for the nine months ended May 31, 1995, contained on page 5, is presented only for supplementary analysis purposes. Such information has been compiled from information that is the representation of management, without audit or review. Accordingly, we do not express an opinion or any other form of assurance on the supplementary information.

*Silver, Roth,
Dokovna & Schwartz*

SILVER, ROTH, DOKOVNA & SCHWARTZ,
Certified Public Accountants, Inc.

Van Nuys, California
July 31, 1995

PARADIGM COMMUNICATIONS CORPORATION
DBA

GLOBAL COMMUNICATIONS NETWORK

SCHEDULE OF OPERATING EXPENSES

NINE MONTHS ENDED MAY 31, 1995

Selling Expenses

Advertising	\$	11,929	
Commissions		24,992	
Employment taxes		1,461	
Entertainment		3,065	
Salaries		9,622	
Shipping		521	
Trade shows		2,000	
Travel		<u>16,290</u>	\$ 69,880

Administrative Expenses

Auto expenses		146	
Bank charges		826	
Building maintenance and repairs		2,519	
Computer consulting		200	
Computer repairs		1,581	
Credit card fees		2,081	
Delivery		3,926	
Depreciation		4,064	
Donations		500	
Dues and subscriptions		1,111	
Employee benefits		1,410	
Employment taxes		1,488	
Equipment rental		1,762	
Insurance		512	
Moving expense		232	
Office supplies and expense		12,113	
Outside services		934	
Payroll service		434	
Postage		1,816	
Printing		151	
Professional fees		10,252	
Rent		21,358	
Repairs		688	
Salaries		16,495	
Taxes and licenses		1,110	
Telephone		25,460	
Utilities		<u>2,706</u>	<u>115,875</u>

TOTAL OPERATING EXPENSES

\$ 185,755

See accompanying accountants' compilation report.

ATTACHMENT IV

PROPOSED TARIFF

TITLE PAGE
FLORIDA TELECOMMUNICATIONS TARIFF
OF
Paradigm Communications Corporation
d/b/a GCN Corporation

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of resold telecommunication services provided by Paradigm Communications Corporation d/b/a GCN Corporation ("GCN") with principal offices located at 12750 Ventura Boulevard, Suite 202, Studio City, California 91604. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED:

EFFECTIVE:

ISSUED BY: Nils A. Shapiro, President
12750 Ventura Boulevard, Suite 202
Studio City, California 91604

CHECK SHEET

This tariff contains Sheets, as listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION
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 *
19	Original *
20	Original *
21	Original *
22	Original *
23	Original *
24	Original *
25	Original *
26	Original *
27	Original *
28	Original *
29	Original *

* Indicates new or revised sheet with this filing

ISSUED:

EFFECTIVE:

ISSUED BY:

Nils A. Shapiro, President
12750 Ventura Boulevard, Suite 202
Studio City, California 91604

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ISSUED:

EFFECTIVE:

ISSUED BY: Nils A. Shapiro, President
12750 Ventura Boulevard, Suite 202
Studio City, California 91604

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ISSUED:

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SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation but no Change in Rate or Charge.

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised sheet(s) through the use of the above mentioned symbols.

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TARIFF FORMAT

A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff pages in effect. Consult the check sheet for sheet currently in effect.

C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

2.
2.1.
2.1.1.
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 FPSC, an updated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the FPSC.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS

1.1 Abbreviations

The following abbreviations are used herein only for the purposes indicated below:

FCC	-	Federal Communications Commission
FPSC	-	Florida Public Service Commission
GCN	-	Paradigm Communications Corporation d/b/a GCN Corporation
IXC	-	Interexchange Carrier
LEC	-	Local Exchange Carrier

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

1.2 Definitions

Available Usage Balance - The amount of usage remaining on a Debit Account at any particular point in time. Each Debit Account has an Initial Account Balance which is stated either in U.S. dollars or Call Units, depending upon the type of service. The Available Balance is depleted as services provided by the Company are utilized by the Customer.

Commission - The Florida Public Service Commission.

Company or Carrier - Paradigm Communications Corporation d/b/a GCN Corporation unless otherwise clearly indicated by the context.

Customer - Any person, firm, partnership, corporation, or other entity which uses telecommunications services under the provisions and regulations of this tariff and is responsible for payment of charges.

Debit Account - An account which consists of a pre-paid usage balance depleted on a real-time basis during each Debit Service call.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account Code and instructions for accessing the Carrier's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available usage balance on a Company issued Debit Account.

GCN Corporation - Paradigm Communications Corporation d/b/a/ GCN Corporation unless otherwise clearly indicated by the context.

Initial Usage Balance - The amount of usage on a Debit Account upon issuance and before any depleting call activity.

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SECTION 1.0 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd)

1.2 Definitions, (Cont'd)

LEC - Local Exchange Company

Marks - A collective term to mean such items as trademarks, service marks, trade names and logos; copyrighted words, artwork, designs, pictures or images; or any other device or merchandise to which legal rights or ownership are held or reserved by an entity.

Personal Account Code - A numeric or alpha-numeric sequence which uniquely identifies a travel card or debit card account.

Renewal - A method of replenishing a Debit Account's Available Usage Balance with additional minutes of usage as authorized and paid for by the Customer.

Sponsor - A corporation or other legal entity that exclusively permits the use of its Marks to the company for use with telephone cards or other merchandise, and contracts with the company for the marketing of the services described herein.

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SECTION 2.0 - RULES AND REGULATIONS

2.1 Undertaking of GCN

GCN's services and facilities are furnished for communications originating at specified points within the state of Florida under terms of this tariff. GCN installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff.

2.2 Applicability of Tariff

This tariff is applicable to telecommunications services provided by Paradigm Communications Corporation d/b/a GCN Corporation within the state of Florida.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.3 Payment and Credit Regulations

2.3.1 Payment Arrangements

For Subscriber Services, all charges due by the Customer are payable to any agency duly authorized to receive such payments. This includes payment for calls or services originated at the Customer's number(s); placed using a Debit Card as a form of payment regardless of the purchaser of the card or the originating location of the call; incurred at the specific request of the Customer.

Payments for service provided in association with Company-issued Debit Accounts must be received by the company or its authorized agent prior to the activation of the Customer's Debit Account. The Customer shall be responsible for all calls placed via the Debit Account as the result of the Customer's intentional or negligent disclosure of their Personal Account Code.

For Prepaid Card Services, all payments for service must be received by the Company or its authorized agent prior to the activation of the Customer Account Code in the Company's system. Renewal of Customer Account Balances made by charges to commercial credit cards are subject to the terms and conditions of the issuing commercial credit card company and those of GCN's credit card processing agent. Renewals of Customer Account Balances made by cashier's checks are subject to the terms and conditions of the issuing financial institution.

2.3.2 Deposits

The Company does not collect deposits from its Customers.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.3 Payment and Credit Regulations, (Cont'd)

2.3.3 Advance Payments

The Company does not collect advance payments from its Customers.

2.3.4 Taxes

For Subscribed Services, the Company reserves the right to bill any and all applicable taxes in addition to normal long distance usage charges, including, but not limited to: Federal Excise Tax, State Sales Tax, Municipal Taxes, and Gross Receipts Tax. Such taxes will be itemized separately on Customer invoices.

For dollar-based Prepaid Card Services, all state and local taxes (i.e., gross receipts tax, sales tax, and municipal utilities tax) are included in the Initial Balance but not in the quoted rates. For unit-based Prepaid Card Services, all state and local taxes are included in the Initial Balance and the per minute Unit rate.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.4 Refunds or Credits for Service Outages or Deficiencies

2.4.1 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems 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 Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control.

The Company will provide a credit equal to one minute of applicable service for calls that are interrupted or subject to inadequate transmission. Credits will not be issued when an interruption or service deficiency is not reported to the Company or is caused by the failure of power, equipment or systems not provided by the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.4 Refunds or Credits for Service Outages or Deficiencies,
(Cont'd)

2.4.2 Liability

- (A) The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.
- (B) The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.4 Refunds or Credits for Service Outages or Deficiencies,
(Cont'd)

2.4.2 Liability (Cont'd)

- (C) The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer and Subscriber against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's or Subscriber's apparatus or systems, or (iii) for any act or omission of the Customer or Subscriber, or (iv) for any personal injury or death of any person, or for any loss of or damage to Subscriber's or Customer's premises or any other property, whether owned by Customer, Subscriber or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- (D) The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.5 Refusal or Discontinuance by Company

Paradigm Communications Corporation d/b/a GCN Corporation, may refuse or discontinue service for non-compliance with and/or violation of any Federal, State or municipal law, ordinance or regulation pertaining to telephone service. Service may also be discontinued or refused without notice for the following conditions:

- 2.5.1 For non-compliance with and/or violation of the Commission's regulations or the Company's rules and regulations.
- 2.5.2 For non-payment of any amount past due to the Company by the Customer, including non-payment of a Customer Card Account Renewal of a fully-depleted balance.
- 2.5.3 When the Available Account Balance of a non-renewable account is Depleted to a level insufficient to place a one-minute call to the location of least cost.
- 2.5.4 When the established expiration date of the Customer Account is reached.
- 2.5.5 In the event of Customer use in such a manner as to adversely affect the Company's equipment, the Company's service to others, or the Company's financial position.
- 2.5.6 In the event of tampering with the equipment furnished and owned by the Company.
- 2.5.7 In the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 2.5.8 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.6 Limitations of Service

- 2.6.1 Service will be furnished subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this tariff.
- 2.6.2 GCN reserves the right to discontinue furnishing service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of law.
- 2.6.3 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.
- 2.6.4 GCN reserves the right to discontinue the offering of service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.7 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling GCN's Florida intrastate service must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

2.8 Applicable Law

This tariff shall be subject to and construed in accordance with Florida law.

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SECTION 2.0 - RULES AND REGULATIONS, (Cont'd)

2.9 Tests, Pilots, Promotional Campaigns and Contests

The Company may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Company may also waive a portion or all processing fees or installation fees for winner of contests and other occasional promotional events sponsored or endorsed by the Company. From time to time the Company may waive all processing fees for a Customer.

These promotions will be approved by the FPSC with specific starting and ending dates with promotions running under no circumstances longer than 90 days in any twelve month period.

2.10 Other Rules

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk.

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SECTION 3.0 - DESCRIPTION OF SERVICE

3.1 General

GCN provides direct dialed one plus and Prepaid Card Services for communications originating and terminating within the State of Florida under terms of this tariff.

3.2 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls 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 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.3 Timing of Calls

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.3.3 Minimum call duration and additional billing increments are specified in Section 4.
- 3.3.4 There is no billing applied for incomplete calls.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.4 GCN Debit Card Service - I

GCN Debit Card Service is a Debit Card service available to residential and business Subscribers for placing calls while away from home or office. Calls are originated by dialing the 800 access number printed on the card, followed by an account identification number and personal identification number.

Debit card accounts maintain a balance which is depleted on a real-time basis as calls are placed. Customers are notified of their remaining account balance at the beginning of each call. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location.

Calls are billed in one (1) minute increments. The minimum call duration for billing purposes is one (1) minute. GCN Debit Card Service is available 24 hours a day, seven days per week. The number of available cards is subject to technical limitations. Cards will be offered to customers on a first come, first served basis.

1. Exclusions

Calls to 500,700, 800 and 900 numbers
Calls requiring the quotation of time and charges
Air to ground and high seas service

2. Service Availability

- a. All calls must be charged against a Company Debit Card that has sufficient available balance.
- b. A Customer's call will be interrupted with an announcement when the balance is about to be depleted. Such announcement will occur one minute before the balance will be depleted, based on the terminating location of the call. The Customer will be requested to enter another valid Company Debit Card number in order to continue the call or can recharge their current card.

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SECTION 3.0 - DESCRIPTION OF SERVICE, (Cont'd)

3.4 GCN Debit Card Service - I, (Cont'd)

2. Service Availability, (Cont'd)

- c. Calls in progress will be terminated by the Company if the balance on the Company Debit Card is insufficient to continue the call and the Customer fails to recharge their card number or enters another valid Company Debit Card prior to termination.
- d. Payment for the Company Debit Card and any Available Usage in a Customer's Debit Account is non-refundable.

3.5 Sponsor Program

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenished. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

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SECTION 4.0 - RATES, (Cont'd)

4.1 General

Each Customer is charged individually for each call placed through the Company. Charges may vary by service offering, class of call, time of day, day of week and/or call duration.

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SECTION 4.0 - RATES, (Cont'd)

4.2 Exemptions and Special Rates

4.2.1 Discounts for Hearing Impaired Customers

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

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

4.2.2 Emergency Call Exemptions

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

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SECTION 4.0 - RATES, (Cont'd)

4.3 Late Payment Charge

A late fee of 1.5% per month will be charged on any past due balance.

4.4 Return Check Charge

The Company reserves the right to assess a return check charge of up to \$25.00 whenever a check or draft presented for payment of service is not accepted by the institution on which it is written. This charge applies each time a check is returned to the Company by a bank for insufficient funds. In addition, the Company reserves the right to place the Available Usage Balance for the Customer's Debit Account on hold until the check or draft clears or is paid.

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SECTION 4.0 - RATES

4.5 GCN Debit Card Service - I

The per minute rate for Debit Card service is dependent upon either the volume of cards or minutes committed to be purchased within one year, or the market for which the card has been developed.

<u>Card Service A</u> <u>Volume</u>	<u>Rate per Minute</u>
Less than 50,000 minutes	\$.40
50,001 to 100,000 minutes	\$.33
100,001 to 300,000 minutes	\$.29
300,001 to 500,000 minutes	\$.25
500,001 to 1,000,000 minutes	\$.18
1,000,001 to 2,000,000 mins.	\$.15
Greater than 2,000,000 mins.	\$.14

<u>Card Service B</u>	
Less than 20 minutes/card	\$.50
21 to 30 minutes/card	\$.40
30 to 39 minutes/card	\$.29
40 to 99 minutes/card	\$.25
Greater than 100 minutes/card	\$.22

<u>Peak/Off-Peak Card Service</u>	<u>Peak/min.</u>	<u>Off- Peak/min.</u>
Less than 50,000 minutes	\$.42	\$.32
50,001-100,000 minutes	\$.33	\$.25
100,001-300,000 mins.	\$.29	\$.25
300,001-500,000 mins.	\$.25	\$.22
500,001-1,000,000 mins	\$.18	\$.15
1,000,000-2,000,000 mins	\$.14	\$.15
Greater than 2,000,000	\$.15	\$.14

ISSUED:

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SECTION 4.0 - RATES

3.5 GCN Debit Card - Sponsor Program

The Debit Card Sponsor Program is offered to organizations or commercial entities for distribution to their members or patrons. The marketing vehicle and expiration period is selected by the Sponsor upon joint agreement between the Company and the Sponsor. The Sponsor is responsible for obtaining all necessary permissions for the use of any trade mark, trade name, service mark or other image on the card. The Sponsor may distribute the Carrier's debit card accounts at reduced rates or free of charge to end users for promotional purposes. At the option of the sponsor, these cards may not be replenished. The Company reserves the right to approve or reject any image and to specify the customer information language and use of the Carrier's trade mark, trade name, service mark or other image on the card.

Per Minute Rate: \$.50

ISSUED:

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SECTION 5.0 - PROMOTIONS

5.1 Demonstration Calls

From time to time GCN will demonstrate its services by providing free test calls of up to fifteen minutes duration over its network.

5.2 Promotions - General

From time to time, the Carrier may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

5.2.1 Competitive Response Promotion

GCN will, at its discretion, match certain standard or promotional offerings of other interexchange carriers or resellers in order to acquire new Customers. The Customer must demonstrate to the Company's satisfaction that 1) an alternative service offering is valid and currently available from a competing interexchange carrier or reseller and 2) the customer intends to either subscribe to or remain with the competing interexchange carrier or reseller. The Company reserves the right to verify that the alternative offering is an approved tariff on file with the Commission.

5.2.2 Best Rate Guarantee Promotion

GCN will, at its discretion, match certain standard non-promotional offerings of other interexchange carriers or resellers in order to retain existing accounts. The competing rate must be provided in writing and be listed in an approved tariff on file with the Commission and must result in a lower overall bill for the same service offered by the Company.

ISSUED:

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

May 21, 1996
OVERNIGHT

Tel: 407-740-8575
Fax: 407-740-0613

Florida Public Service Commission
Division of Administration, Room G-50
101 East Gaines Street
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of Paradigm Communications Corporation d/b/a GCN Corporation for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and twelve (12) copies of the above-referenced application of Paradigm Communications Corporation d/b/a GCN Corporaiton.

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

Please acknowledge receipt of this filing by returning, filed stamped, the extra copy of this letter in the self-addressed stamped envelope.

I may be reached at (407) 740-8575 with any questions, comments or correspondence regarding this application. Thank you for your assistance.

Sincerely,

Monique Byrnes
Consultant to Paradigm
Communications Corporation

cc: N. Shapiro, Paradigm
file: Paradigm - FL
tms: FL96000

DOCUMENT NUMBER-DATE

05643 MAY 22 88

FPSC-RECORDS/REPORTING