

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL
FILE COPY

In Re: Initiation of show cause)	DOCKET NO. 960216-TI
proceedings against World Access)	
Communications Corp. for)	FILED: MARCH 7, 1997
violations of Rule 25-24.4701,)	
F.A.C., Provision of Regulated)	
Communications Services to)	
Uncertificated Resellers)	
Prohibited.)	

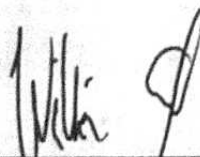
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the Testimony of Rick Moses, in the above referenced docket, has been served by U.S. Mail this 7th day of March, 1997, to the following:

Alan Dagen, Esquire
Barry P. Gruher, Esquire
Schantz Law Firm
200 S. Biscayne Blvd.
Suite 1020
Miami, Florida 33131-2394

World Access Communications
Corp.
28 Flagler Street
Suite 700
Miami, Florida 33130-1894

- _____ HIO
- _____ SVM
- _____ T SEC
- _____ RCH
- _____ OPC
- 3+02 _____ LIN
- _____ LEG
- _____ EAG
- _____ CTR
- _____ CMU
- _____ CAF
- _____ App
- _____ AFA
- _____ ACK



 WILLIAM P. COX
 Staff Counsel

Florida Public Service Commission
Gerald L. Gunter Building
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
(904) 413-6199

DOCUMENT NUMBER-DATE

02516 MAR-75

FPSC-RECORDS/REPORTING

ORIGINAL
FILE COPY

DOCKET NUMBER: 960217-TI WORLD ACCESS

WITNESS: RICK MOSES

DATE FILED: MARCH 7, 1997

DOCUMENT NUMBER-DATE

02516 MAR-76

FPSC-RECORDS/REPORTING

DOCKET NUMBER: 960216-TI TELECUBA

WITNESS: RICK MOSES

DATE FILED: MARCH 7, 1997

DIRECT TESTIMONY OF RICK MOSES

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Q. Please state your name, position, and business address.

A. My name is Rick Moses. My position title is Utility Systems Communications Engineer Supervisor. My business address is 2540 Shumard Oak Boulevard, Tallahassee, Florida, 32399-0850.

Q. How long have you been employed at the Florida Public Service Commission?

A. I started employment in December of 1990. I was hired in my current position.

Q. Please explain your position responsibilities.

A. I am responsible for the certification of telecommunications companies as defined in Section 364.02, Florida Statutes. The definition of a "telecommunications company" is defined in Section 364.02, Florida Statutes as "includes every corporation, partnership, and person and their lessees, trustees, or receivers appointed by any court whatsoever, and every political subdivision in the state, offering two-way telecommunications service to the public for hire within this state by the use of a telecommunications facility."

I am also responsible for ensuring that the telecommunications companies comply with the requirements of the Florida Administrative Code and the policies of the Commission.

Q. Please state the purpose of your testimony.

A. The purpose of my testimony is to establish that Telecuba has

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1 | testimony further explains my position of whether Telecuba should
2 | be fined for operating without a certificate and whether Telecuba
3 | should be held responsible for refunds.

4 | Q. Would you please explain the circumstances that brings this
5 | matter before the Commission?

6 | A. In early December 1995, Mr. Luis Coello of Telecuba contacted
7 | Staff several times by telephone regarding his complaint that World
8 | Access had disconnected the 800 access numbers Telecuba was using
9 | to provide its prepaid calling service. Telecuba was not able to
10 | get World Access to reconnect the numbers, nor was Telecuba able to
11 | get AT&T to reassign the numbers to Telecuba. As a result, end
12 | users who had purchased debit cards were not able to complete
13 | telephone calls and receive the telephone service for which they
14 | had already paid.

15 | Q. What is the nature of Telecuba's business?

16 | A. Telecuba, Inc. has been a Florida Corporation since March 15,
17 | 1995. The sole office holder and shareholder of the corporation at
18 | the time of incorporation was Luis Coello, according to the
19 | Articles of Incorporation filed with the Florida Department of
20 | State.

21 | Telecuba is or was a provider of debit card services. Telecuba
22 | provided this service by purchasing long distance services from
23 | World Access Communications Corporation, a certificated carrier,
24 | and reselling the service to end user customers who purchased a
25 | debit card which could be used to access an 800 number to place

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1 telephone calls. The debit cards were sold by Telecuba or its
2 agents and purchased by the end user customers for a flat fee for
3 a certain amount of minutes of use.

4 Q. What is the nature of World Access' business?

5 A. The company Telecuba had purchased its long distance service
6 from, World Access Communications Corporation, was issued an
7 interexchange carrier certificate (No. 2385) in 1989. One of the
8 services provided by World Access is reselling long distance
9 services to other communications companies, and the general public.
10 This is done by purchasing long distance service at wholesale per
11 minute rates from companies such as AT&T and reselling it to other
12 companies (such as Telecuba) that would otherwise be unable to
13 obtain such discounts from a major provider.

14 Q. Did staff have further contact with any of the companies
15 involved?

16 A. Yes. On December 21, 1995, Staff contacted AT&T seeking
17 additional information regarding the accounts of Telecuba and World
18 Access. After reviewing available information, and in an attempt
19 to make the end users whole, Staff faxed a brief message on January
20 2, 1996, to World Access Corporation, asking that it release the
21 800 numbers to Telecuba so that customers could receive service.
22 On January 2, 1996, Staff received notice that World Access had
23 retained a law firm to represent it in this matter. On January 11,
24 1996, the law firm provided additional information in response to
25 Telecuba's complaint to the Commission. Finally, on January 19,

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1 1996, the law firm provided a copy of a Verified Complaint it filed
2 on January 12, 1996, in the Circuit Court of the Eleventh Judicial
3 Circuit, Dade County, Florida, Case No. 96-00828.

4 Q. What was Staff's response to the dispute between Telecuba and
5 World Access?

6 A. The parties have been unable to resolve this matter between
7 themselves and customers who have purchased debit cards are unable
8 to use them to obtain telephone service for which they have already
9 paid. Staff filed a recommendation in order to address apparent
10 rules violations by each company, recommend appropriate penalties,
11 and obtain a remedy for the end user customers who are unable to
12 use the services for which they have already paid.

13 The Commission issued an order on May 10, 1996 to show cause
14 why Telecuba should not be fined for operating without a
15 certificate in violation of Rule 25-24.470, Florida Administrative
16 Code; why it should not make refunds for each debit card sold equal
17 to the amount of purchase or equal to unused long distance service;
18 and why it should not pay any unrefundable monies to the
19 Commission.

20 Q. Do you believe Telecuba meets the definition of a
21 "telecommunications company" as defined in Section 364.02, Florida
22 Statutes?

23 A. Yes. On page one of Mr. Esquenazi's (principal of World
24 Access) testimony in Docket Number 960216-TI, he states that one of
25 the services World Access provides is the reselling of long

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1 | distance telecommunications services to companies such as Telecuba.
2 | Mr. Esquenazi further testifies on page 2 of his testimony that
3 | World Access would bill Telecuba directly for their respective
4 | customer's network time. He further testifies that Telecuba was
5 | responsible for properly maintaining its accounts with World
6 | Access, since Telecuba's customers were not direct customers of
7 | World Access. If indeed this accurately reflects the arrangement
8 | between World Access and Telecuba, then it is my opinion that if
9 | World Access is not claiming the customer as its own and is
10 | claiming Telecuba as its customer, his testimony clearly
11 | demonstrates that Telecuba is a reseller of World Access' service.

12 | Therefore, Telecuba fits the definition of a
13 | telecommunications company as defined in Section 364.02, Florida
14 | Statutes, and should be required to become certificated as an
15 | interexchange company.

16 | Q. Do you believe Telecuba has operated as an interexchange
17 | company in the State of Florida without a certificate of public
18 | convenience and necessity?

19 | A. Yes. As established above, it is my opinion that Telecuba
20 | meets the definition of a telecommunications company as defined in
21 | Section 364.02, Florida Statutes. Mr. Coello's answer to question
22 | 12 on page 3 of his testimony in this proceeding, indicates that
23 | Telecuba has never purchased service from World Long Distance. I
24 | believe his testimony should have read that he has never purchased
25 | service from World Access. Assuming that World Access is the

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1 | company he is referencing, I believe the statement is incorrect.
2 | The reason Telecuba is before the Commission in this proceeding is
3 | because of a dispute between Telecuba and World Access over what
4 | World Access was to charge Telecuba for network usage time.
5 | Therefore, I find it hard to believe that Telecuba can state that
6 | it has never purchased telecommunications services from World Access.

7 | A letter dated December 18, 1995, from Mr. Coello to Mr.
8 | Esquenazi indicates that Telecuba has already paid World Access
9 | \$90,000 for service. (EXH RAM-1) Furthermore, on February 15,
10 | 1996, Telecuba responded to a staff inquiry that asked Telecuba if
11 | it had made any payments to World Access for telecommunications
12 | services. (EXH RAM-2) Telecuba answered that it had made lump sum
13 | payments to World Access for purchasing telecommunications service
14 | from World Access and attached copies of the payment checks.

15 | In additional correspondence with staff, (EXH RAM-3), Telecuba
16 | indicated that it understood through oral agreements with World
17 | Access that it was only a distributor. Telecuba further indicated
18 | that Telecuba was not providing telecommunications transmission
19 | service. It appears that Telecuba has misunderstood that the
20 | resale of telecommunications service is only accomplished if the
21 | reseller has facilities. There are many types of resellers in the
22 | telecommunications business that resell other certificated
23 | companies' services without having facilities. An example is the
24 | resellers of AT&T's software defined network. This network is
25 | merely an accounting function that AT&T changes in its billing

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1 system to reflect discounts to resellers that have aggregated
2 customers to AT&T's network. The more customers a reseller can
3 aggregate to AT&T, the higher percentage discounts the reseller
4 receives. The reseller then passes on a portion of the discount to
5 its customers and retains the difference as its revenue. This type
6 of company is required to be certificated by this Commission
7 because without that reseller, the end user customer could not
8 obtain the same rate from AT&T.

9 If Telecuba was a marketing agent, in my opinion, it would be
10 receiving its revenue through commission payments from World Access
11 or would be purchasing the cards packaged and encoded with PIN
12 numbers to be sold in the same manner as Eckerds or Target
13 department stores. However, Telecuba receives a bill for network
14 access time from World Access. Telecuba contends that it did not
15 purchase network access time, but instead, purchased access codes.
16 I do not believe the network access time and access codes are
17 severable because each is needed to complete a call. In either
18 case, it is my opinion that Telecuba is managing a
19 telecommunications service through resale and is a
20 telecommunications company; therefore, certification is required.

21 Q. Do you know how many customers were affected by the
22 disconnection of Telecuba's 800 network access numbers?

23 A. Approximately 30,000. At the time this problem occurred,
24 consumers were not aware that they could contact the Consumer
25 Affairs analysts at this Commission and file complaints. This was

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1 | the first case that I am aware of that the Commission staff was
2 | notified of a problem with prepaid calling card service. Since
3 | staff did not receive complaints, I am relying on Telecuba's
4 | statement in its letter to the Federal Communications Commission
5 | (FCC) that approximately 30,000 customers were without service. (EXH
6 | RAM-4)

7 | Q. Do you believe Telecuba can only complete calls through the
8 | use of its prepaid debit cards to interstate and international
9 | numbers, thereby, circumventing certification requirements in this
10 | state?

11 | A. No. Unless Telecuba has the ability to block all intrastate
12 | calls, I do not believe Telecuba can only complete interstate and
13 | international calls.

14 | In a petition for declaratory statement to the Federal
15 | Communications Commission (FCC), a company called TMI requested
16 | that the FCC preempt state regulation of 800-access debit card
17 | telecommunications services. (EXH RAM-5) In its petition, TMI
18 | describes its service as a "pure" resale carrier because it neither
19 | owns nor controls any telecommunications facilities. TMI relies on
20 | the facilities and information processing capabilities of its
21 | underlying interexchange carrier. According to TMI, when a debit
22 | card customer makes an 800-access call, the underlying carrier, not
23 | TMI, receives the call, validates the customer's calling card
24 | number and security code, determines the amount of time left on the
25 | card, and completes the call to the number requested by the

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1 customer. This description mirrors how Telecuba has described its
2 own operations. TMI further contends in its petition that its
3 debit card service is an exclusively interstate service because TMI
4 does not advertise or promote the card for intrastate calling
5 purposes. The FCC denied the petition in its entirety, and in
6 paragraph 29 of the jurisdiction discussion, the FCC rejected the
7 contention that 800-access debit card services are "inherently
8 interstate" in nature and subject to the plenary authority of the
9 FCC alone. No party to the proceeding contested the fact that,
10 unless blocked, intrastate calls may be completed using debit card
11 service. The FCC further stated that, "[t]his fact alone indicates
12 that the service is jurisdictionally mixed, despite the fact that
13 TMI does not market or hold out the debit cards for intrastate use,
14 and despite their inherent portability." I conclude from this FCC
15 decision that the FCC does not preempt this Commission's authority
16 to regulate prepaid calling services and that by marketing for only
17 interstate and international calls the service is not exempt from
18 intrastate regulation.

19 Q. Do you believe the Commission should fine Telecuba for
20 operating without a certificate of public convenience and
21 necessity?

22 A. Yes. Telecuba, as established above, was operating without a
23 certificate and a fine is appropriate.

24 Q. If a fine is appropriate, what amount should the Commission
25 levy?

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1 | A. Ramcom Group and I.S.C. International have been found
2 | providing prepaid calling services without a certificate and have
3 | each been fined \$25,000. I believe \$25,000 should be levied
4 | against Telecuba and is consistent with previous fines levied for
5 | operating without a certificate.

6 | There have also been allegations by World Access that Telecuba
7 | continued to sell debit cards after being made aware that the 800
8 | access numbers had been disconnected. Telecuba refutes this
9 | allegation in Mr. Coello's testimony. I do not have specific
10 | knowledge that Telecuba continued to sell debit cards after the
11 | network access numbers were disconnected.

12 | Q. Do you believe the Commission should order all
13 | telecommunications companies to cease providing service to
14 | Telecuba?

15 | A. Yes. Mr. Coello formed another company called World Long
16 | Distance and filed for certification as an interexchange company on
17 | March 6, 1996, for the purpose of providing long distance service
18 | to Telecuba. The application has been withheld pending the outcome
19 | of this hearing to determine if Mr. Coello has the managerial
20 | ability as required by statute to provide long distance service.
21 | Telecuba's counsel filed a motion for immediate grant of the
22 | certificate which was denied by the Commission on March 4, 1997.

23 | Mr. Coello is aware that certification is required prior to
24 | providing long distance service in this state because he was sent
25 | an application package containing the rules. One rule that he was

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1 sent is Rule 25-24.470, Florida Administrative Code, which states
2 that no person shall provide intrastate interexchange telephone
3 service without first obtaining a certificate of public convenience
4 and necessity from the Commission.

5 Mr. Coello continues to sell prepaid debit cards, with both
6 Telecuba's and World Long Distance's names on the cards. I
7 received a letter from Mr. Robert J. McWilliams, President of
8 Communitel, indicating that World Long Distance and Telecuba were
9 co-providers of debit cards being sold in Hialeah, Florida. (EXH
10 RAM-6) A sample of this card is shown as EXH RAM-7. I believe all
11 companies should be ordered to cease providing telecommunications
12 service to Telecuba for resale purposes.

13 Q. Do you believe Telecuba has implemented an adequate refund
14 mechanism?

15 A. I do not have knowledge of whether Telecuba has implemented an
16 adequate refund mechanism. According to Mr. Coello's testimony, he
17 claims that he recalled more than 43,000 cards; however, in his
18 letter to AT&T, he indicated that over 30,000 customers were
19 without service. It is admirable that he implemented a plan to
20 withdraw the cards before being sold, but the only indication I
21 gather from reading his testimony is that \$12,055 has been refunded
22 to those consumers harmed by the disconnection of the access
23 numbers. If 30,000 is indeed an accurate number of cards sold that
24 were not usable, withdrawing unsold cards does not help those who
25 have already purchased cards. With prepaid calling services,

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1 typically there is no record of the person's name or address that
2 has purchased the debit card. Unless the consumer contacts
3 Telecuba and files a complaint, I do not believe Telecuba can
4 complete all refunds even if it has the billing records.

5 Q. Do you believe the Commission should order Telecuba to pay to
6 the Commission, for deposit in the state of Florida's General
7 Revenue Fund, any monies that have been collected from the sale of
8 debit cards purchased in the state of Florida that cannot be
9 refunded directly to the purchasing customers?

10 A. Yes. I believe the Commission should order Telecuba to pay
11 the Commission any monies it received for intrastate service from
12 the sale of prepaid debit cards in the state of Florida, minus the
13 charges paid for the minutes of use to World Access. If intrastate
14 revenues cannot be determined, then Telecuba should be ordered to
15 pay the Commission all monies collected from the sale of prepaid
16 debit cards sold in this state, minus the monies paid for the
17 minutes of use to World Access. The reason for my opinion is that
18 Telecuba was not legally authorized to provide the prepaid calling
19 service and should not be enriched from illegal revenues.

20 Q. Does this conclude your testimony?

21 A. Yes.

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LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

BY HAND

December 18, 1995

Mr. Joel Esquenazi, Mr. Carlos Rodriguez
TSI, World Access Communications, Corp.
28 West Flagler Street
Miami, Fla. 33130

RE: Telecuba, Inc. and Cellular Access Communications, Inc.

Gentlemen:

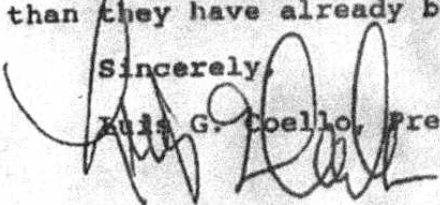
Last Thursday, December 14, 1995; we spoke together with Mr. Rick Moses of the Florida PSC. He originally ordered you to turn all our services back on immediately. You have not done so even though you did not give five day required notice on Telecuba and no notice on Cellular Access. The most important issue is for the public to get their money's worth, not get defrauded; and have their cards turned on immediately. Any dispute between us should not be taken out on the public by you.

We are in receipt of you computer discs tendered to us, as breakdown and detail on bills. Your amount requested according to your discs is \$150,394.00. You have already been paid \$90,000, plus many other credits that we have coming; and your bills are in one minute increments when they were supposed to be 6 second domestic and 30 second international, all rates are at retail sales rate not at our agreed tariff rate. With the aforementioned errors you are not even due the amounts that were paid to you; besides all the other matters between us still due me. The discs sent cannot be translated properly to allow us to credit our customers with any time due them.

If you still refuse to turn on service, then fax AT&T to release the 800's in order that we can turn on the customers; and allow us to tie into your computer (or supply us proper data) to get the proper customer balances, for us to serve them.

We have been working on this problem for ten days now, and will have to get new 800's and try our best to serve the cardholders, which will be very difficult with new pin numbers; but caused by your non-cooperation. Please contact me by fax 233-4477 by 2 pm, (since you are the one who seems to never communicate, did you forget the number) on your decision before we commit to the new 800's and inconvenience the public more than they have already been.

Sincerely,


Luis G. Coello, President

State of Florida

Commissioners:
SUSAN F. CLARK, CHAIRMAN
J. TERRY DEASON
JULIA L. JOHNSON
DIANE K. KIESLING
JOE GARCIA



DIVISION OF COMMUNICATIONS
WALTER D'HAESELEER
DIRECTOR
(904) 413-6600

Public Service Commission

February 13, 1996

Ms. Terri Natoli
Fleischman & Walsh, LLP
1400 16th Street Northwest
Washington, D.C. 20036

(via facsimile)

Dear Ms. Natoli:

Re: World Access Communications v. Telecuba, Inc.

As we discussed this morning, it would be helpful to me if you would obtain the following information from your client (Telecuba). I have Mr. Alan Dagen, the attorney representing World Access, your telephone number and also asked that he provide me with information about his client. I would like to obtain as much information as possible before I make my recommendation to the Commissioners regarding this matter.

- 1) I would appreciate a sample of one the phone cards under dispute and/or a photo copy. Is Telecuba's name on the prepaid phone card? Is World Access's name on the phone card?
- 2) Did Telecuba continue to sell phone cards after it knew that it had no way of providing the end-user customer with long distance service?
- 3) Provide a copy of any written contracts that existed between Telecuba and World Access regarding the phone cards and/or use of the 800 number.
- 4) Did Telecuba make any payment(s) to World Access for telecommunications services? If yes, provide details (amount, services etc.).
- 5) Did World Access provide any billing to Telecuba for services rendered? If yes, provide a copy.

Ms. Terri Natoli
Page 2
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- 6) Did Telecuba purchase or make an agreement to purchase minutes of use long distance service from World Access for the purpose of reselling this service to the public?
- 8) If you have a proposal that would address end user complaints, please advise.
- 9) Has Telecuba received any complaints from end-users? If yes, how many and how have they been resolved?
- 10) How many phone cards has Telecuba sold?

Thank you for your assistance. Please call me at 904-413-6594, if you have any questions.

Sincerely,

Kathryn Dyal Lewis
Regulatory Analyst
Bureau of Service Evaluation

c:\wp\1360.3



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

FEBRUARY 15, 1996

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

DEAR MS. NATOLI,

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

1. ENCLOSED IS A SAMPLE OF A TELECUBA CARD. YES, TELECUBA'S NAME IS ON THE CARD. YES, WORLD ACCESS'S NAME IS ON THE CARD SINCE THEY WERE THE SERVICE PROVIDER.
2. NO, TELECUBA IMMEDIATELY SUSPENDED THE SALE OF ALL OF THE TELECUBA CARDS WHEN WE KNEW THERE WAS NO LONG DISTANCE SERVICE. OUR SERVICE WAS TERMINATED ON DECEMBER 8, 1995. ON THAT SAME DAY OUR CUSTOMER SERVICE DEPARTMENT STARTED ADVISING CUSTOMERS ON THE PHONE NOT TO USE THEIR CARD UNTIL FURTHER NOTICE. WE PROCEEDED TO WRITE A LETTER OF APOLOGY FOR THIS INCONVENIENCE TO ALL OF OUR DISTRIBUTORS AND ASKED THEM TO SUSPEND THEIR SALES UNTIL FURTHER NOTICE. THIS LETTER WAS MAILED OUT TO OVER 750 DISTRIBUTORS. ENCLOSED IS A COPY OF THE LETTER ISSUED, IT WAS WRITTEN IN SPANISH, WE HAVE ENCLOSED A TRANSLATED VERSION IN ENGLISH FOR YOUR CONVENIENCE. (SEE ATTACHMENT "A")
3. THERE WERE NO WRITTEN CONTRACTS THAT EXISTED BETWEEN TELECUBA AND WORLD ACCESS FOR USE OF ANY 800 NUMBER OR PHONE CARDS WITH THE EXCEPTION OF A RATE SHEET WHICH WAS PROVIDED TO TELECUBA SOMETIME AROUND MAY OR JUNE 1995 BY WORLD ACCESS WHICH CONTAINED THE RATE TELECUBA WOULD PAY.
4. YES, TELECUBA MADE SEVERAL LUMP SUM PAYMENTS TO WORLD ACCESS WHEN WE WERE VERBALLY INSTRUCTED TO. (SEE ATTACHMENT "B")



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

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

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

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



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

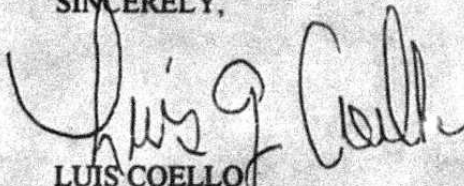
THEN WE COULD TURN THE 800 NUMBERS ON USING THE WORLD LONG DISTANCE SWITCH ALLOWING ALL END-USER CUSTOMERS THAT ARE CURRENTLY HOLDING ANY OLD TELECUBA CARDS TO BE ABLE TO ONCE AGAIN USE THEIR CARD.

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

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

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

SINCERELY,



LUIS COELLO
PRESIDENT

ATTACHMENT A



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

11 de diciembre de 1995.

Señores

LIBERTY KEY SHOP

10849 SW 80 ST
MIAMI, FL 33185

Estimado Cliente:

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

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

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

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

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

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

Atentamente,

Luis Coello
Presidente

02/14/96

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

Dear Customer:

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

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

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

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

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

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

SINCERILY,

Luis Coello
President

Liberty.wri/02-14-96.ec



28 West Flagler Street • Suite 700
Miami, Florida 33130

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



NO SUCH STREET

Señores

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

*Moved -
no longer
at this
Address*



28 West Flagler Street • Suite 700
Miami, Florida 33130

*Moved -
no longer
at this
Address
NSW*



REASON CHECKED

Unclaimed Refused

Addressee Unknown

Insufficient Address

No Such Street Number

M. ved. L. N. Address

Forwa. d. d. de. f. p. ed.

N. Such C. d.

Do not return to the envelope

Señores

DAWAY VIDEO
924 W 25 ST
HIALEAH, FL 33012



ATTACHMENT B

TELECUBA

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

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

1203

11/3/95

MEMO TO THE ORDER
PAY TO THE ORDER
ORDER NUMBER
MEMO TO THE ORDER
PAY TO THE ORDER
ORDER NUMBER
MEMO TO THE ORDER
PAY TO THE ORDER
ORDER NUMBER

WORLD ACCES

\$ 25,000.00

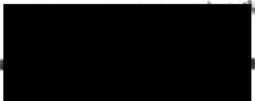
TWENTY FIVE THOUSAND DOLLARS *****00/100 DOLLARS
020078044 134 1098 09 11-07-95

Ruby G. Cook

AUTHORIZED SIGNATURE

MEMO PAYMENT ON ACCOUNT





Handwritten signature
AUTHORIZED SIGNATURE

MEMO PAYING ACCOUNT NO/OF SEPTEMBER

020202891 0195 1055 08-10-17-95
DOLLARS

\$ 25,000.00

LD ACCESS
NTY FIVE THOUSAND DOLLARS AND *****00/100

10/14/95

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

1158

TEBACUBA

12217 S.W. 128th Ct. Suite 100
MIAMI, FL 33186
(305) 233-4000

NO DEPOSIT IN
ORD
PAY TO THE ORDER OF
TEBACUBA
MIAMI, FL 33186
12217 S.W. 128th Ct. Suite 100

TELECUBA

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

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

1124

PAY TO THE ORDER OF WORLD ACCESS CORP.

\$ 25,000.00

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

DOLLARS

010043574 1556 1055 08 09-28-95

[Handwritten Signature]

AUTHORIZED SIGNATURE

MEMO PARCIAL PAYMENT FOR SEPTEMBER

[REDACTED]

FLEISCHMAN AND WALSH, L. L. P.

ATTORNEYS AT LAW
A PARTNERSHIP INCLUDING A PROFESSIONAL CORPORATION

AARON I. FLEISCHMAN

FLEISCHMAN AND WALSH, P. C.

CHARLES S. WALSH

ARTHUR H. HARDING

STUART F. FELDSTEIN

RICHARD RUBIN

JEFFRY L. HARDIN

STEPHEN A. BOUCHARD

R. BRUCE BECKNER

HOWARD S. SHAPIRO

CHRISTOPHER G. WOOD

SETH A. DAVIDSON

MITCHELL F. BRECHER

JAMES F. MORIARTY

MATTHEW D. EMMER

JILL KLEPPE McCLELLAND

STEVEN N. TEPLITZ

PETER T. NOONE*

ERIN R. BIRMINGHAM

REGINA R. FANIGLIETTI

MARK G. JOHNSTON**

TERRI B. NATOLI***

RHETT D. WORKMAN****

CRAIG A. GILLEY

MARK F. VILARDO

PETER J. BARRETT

* NEW YORK AND NEW JERSEY BARS ONLY

** NEW YORK BAR ONLY

*** VIRGINIA BAR ONLY

**** PENNSYLVANIA BAR ONLY

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

(202) 839-7800

FACSIMILE (202) 748-0916

INTERNET fw_law@clark.net

February 26, 1996



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

Re: World Access Communications v. Telecuba, Inc.

Dear Ms. Lewis:

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

Ms. Kathryn Dyal Lewis
February 26, 1996
Page 2

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

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

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

Ms. Kathryn Dyal Lewis
February 26, 1996
Page 3

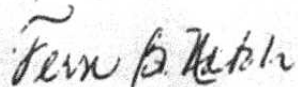
Unfortunately, World Access refuses to release to Telecuba that 800 number despite the fact that Telecuba is entitled to retain that 800 number when changing carriers pursuant to the 800 number portability principles established by the Federal Communications Commission. Telecuba plans to undertake such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

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

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

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

Sincerely,



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

TBN/aml/36239



LA TARJETA QUE LE AHORRA EN SUS LLAMADAS A CUBA

December 11, 1995

Federal Communications Commission
 Enforcement Division
 Att. Ms. Jacqueline Johnson
 Room 6202
 Washington, D.C. 20554

RE: Telecuba, Inc. service Prepaid Calling Cards service
 from World Access Communications, Corp., and TSI.

Gentlemen:

This will confirm our conversation earlier today. On Friday World Access Communications, Corp. terminated our services, after hours notice, without any details or breakdown of monies requested.

We have almost 30,000 + - customers on line with prepaid calling cards who now have no service. World Access refuses to take their calls and actually called Bell South Security to terminate our phone number if the consumers were connected to them.. they don't care. Additionally they informed consumers that we were out of business or "left town".

AT&T contracts for our 800's were in our name and AT&T refuses to transfer our lines. (Attached) contracts that were unauthorized , but AT&T placed service in our name. Our cards state that service is provided utilizing AT&T lines through TSI (predecessor of World Access)

We have new facilities and our own "switch" and will service all our customers with every penny that is in their cards of service; however AT&T will not transfer the "800's" to us and World Access Communications, Corp. will not restore service and is tying up 800 lines and won't give us records to service the consumers. Please do not allow corporate giants to undermine this new company and defraud the consumers.

HELP!

Sincerely

Luis G. Coello, President

DA 95-2288

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

In the Matter of)
)
The Time Machine, Inc.,)
Request for a Declaratory)
Ruling Concerning Preemption)
of State Regulation of)
Interstate 800-Access Debit)
Card Telecommunications)
Services)

MEMORANDUM OPINION AND ORDER

Adopted: October 26, 1995

Released: November 3, 1995

By the Chief, Common Carrier Bureau:

I. INTRODUCTION

1. On April 29, 1993, Time Machine, Inc. (TMI) submitted the above-captioned petition for Declaratory Ruling (TMI Petition) asking the Commission to preempt state regulation of interstate 800-access debit card telecommunications services. Eighteen parties filed comments, oppositions, or replies regarding TMI's request. For the reasons stated below, we deny TMI's request for preemption.

II. TMI'S PETITION

2. In its petition, TMI states that it is a provider of interstate debit card telecommunications services. TMI explains that these cards permit customers to make pre-paid interstate calls by purchasing disposable cards that contain long-distance calling units of varying dollar amounts. Customers, according to TMI, may purchase or renew such debit cards at retail locations or vending machines, and may use the cards by calling a nationwide 800-access number from any telephone, including payphones.

3. TMI states that it provides its debit card service as a "pure" resale carrier. Because it neither owns nor controls any telecommunications facilities, TMI contends that it relies on the facilities and information processing capabilities of its underlying interexchange carrier (IXC). According to TMI, when a debit card customer makes an 800-access call, the underlying carrier, not TMI, receives the call, validates the customer's calling card number and security code, determines the amount of time left on the card, and completes the call to the number requested by the customer.

4. TMI states that its 800-access debit card service is interstate in nature. It purports to offer its debit card service pursuant to FCC tariff "exclusively as an interstate offering," and allegedly does not market or hold out its service for intrastate or intralATA use. TMI notes that all of its debit cards and marketing materials state "expressly and

prominently" that the cards are to be used only for interstate calls. Although TMI admits that the cards can be, and are, used to complete intrastate calls, it contends that such use is incidental to the intended use of the cards. TMI claims that it cannot block intrastate use of its debit cards.

5. According to TMI, states have begun asserting jurisdiction over interstate 800-access debit card telecommunications carriers, even though the intrastate calls completed over their systems may be incidental. As an example, TMI alleges that the Kansas Public Utilities Commission has directed TMI to secure prior certification because TMI's customers can complete intrastate calls within Kansas, and because TMI does not block such calls. TMI states further that most states subject non-local exchange carriers (non-LECs) that provide intrastate services to forms of regulation including certification, "block or compensate" requirements, and rate regulation.

6. TMI asks the Commission to preempt these three types of state regulation with respect to 800-access debit card services because they "threaten to curtail the ability of carriers to offer these innovative services to American consumers." In particular, TMI states that 800-access debit card service providers cannot separate the intrastate aspects of 800-access debit card services from the interstate aspects, and that such regulation would thwart achievement of federal policy in favor of such services. TMI also seeks preemption because 800-access debit card service is an interstate service over which the FCC has exclusive jurisdiction.

7. In support of its preemption request, TMI states that it is technically and economically infeasible to separate intrastate from interstate traffic over its debit card network. TMI explains that an 800-access debit card call using TMI's service actually consists of two calls. The first call consists of the subscriber's call to the underlying IXC's switch, and the IXC's validation of the card number at a connected debit card processing switch. Upon validation, the IXC initiates the second call and connects the end user to the called party. According to TMI, Automatic Number Identification (ANI) is not forwarded to and cannot be processed by the IXC's processing switch; therefore, TMI cannot determine the originating location of the call on a real-time basis.

8. Under these circumstances, TMI concludes that it cannot comply with state regulations that would require it to identify intrastate calls before they are completed. To do so, TMI asserts it would be forced to acquire its own switching facilities, a requirement it asserts is wasteful and unnecessary to the efficient provision of debit card services. Although TMI concedes that ANI may be used to separate intrastate from interstate calls in the future, it argues that such use now would be prohibitively costly, and would make debit card services uneconomical for small resale carriers. Further, TMI notes that ANI only provides a billing number, not the caller's telephone number, and therefore does not necessarily disclose a caller's location.

9. TMI also states that separating intrastate from interstate calls by manual review of billing records after call completion is impractical. TMI asserts that the only way to accomplish such separation is by comparing the times that inbound 800-access calls are received at the IXC switch with the times that outbound calls are originated from the IXC switch, because the network contains no mechanism to associate specific in-bound calls with specific out-bound calls. According to TMI, this procedure would not only be extremely costly because of the amount of labor involved, but also would not produce accurate reports because the system can support multiple simultaneous calls. TMI further asserts that determining where the debit card was bought or sold provides no assistance in separating intrastate from intrastate calls, because the cards are inherently portable and may be used anywhere in the country.

10. TMI contends that state "block or compensate" and rate regulation requirements directly conflict with federal policy. Because TMI cannot separate interstate from intrastate services, it argues that compliance with a state's regulations would require TMI to apply them to all debit card traffic, even interstate calls, originating from the particular state. Thus, according to TMI, not only would state rate regulations apply to interstate debit card calls, but TMI would be required to block all interstate calls originating from a state with a "block or compensate" requirement, because of its inability to identify the intrastate calls subject to the requirement.

11. Moreover, TMI alleges, application of state certification requirements for every state in which a caller might use the debit card would require TMI to delay service while it sought certification in all 50 states. Such delay, according to TMI, would conflict with the FCC's statutory mandate to make available a rapid, efficient, nationwide communications service, as well as its interest in promoting new technologies and innovative services. TMI also claims that such certification requirements would infringe on stated federal interests, such as ensuring wide coverage of services that are inherently interstate. TMI observes that state entry regulation of interstate debit card services would conflict with the FCC's forbearance policies toward nondominant interstate common carriers, which are intended to encourage competition and innovation.

12. TMI further contends that its debit card service is an exclusively interstate service because TMI does not advertise or promote the card for intrastate calling purposes. TMI states that intrastate usage of the debit card, which for technical reasons it cannot prevent, is entirely incidental. Further, TMI argues that debit card services are inherently interstate, because they are not linked to any one physical location, telephone number or customer billing number. Thus, TMI asserts that the debit card falls within the Commission's exclusive jurisdiction over interstate service, and state regulation of the card is valid, even if not inconsistent with federal law.

III. PLEADINGS

13. A number of states and telephone companies oppose TMI's petition. They argue generally that states have jurisdiction over even incidental intrastate debit card services, that it is possible to separate intrastate from interstate services, and that state regulation of intrastate services will not thwart or impede federal policy. They also argue that state certification requirements would not inordinately delay the introduction of debit card services and that, in any case, TMI has presented no ground for preemption.

14. In their comments, states generally assert jurisdiction over intrastate debit card calling. They argue that Section 2(b) of the Communications Act of 1934, as amended (Act), reserves regulation of intrastate services for the states. Citing *NARUC v. FCC*, they contend that even incidental intrastate traffic is subject to state jurisdiction. In this regard, they assert that interstate 800-access debit card service providers are no different for jurisdictional purposes than other IXCs offering both interstate and intrastate services. In any event, states reject as unsupported TMI's contention that intrastate debit card calling will constitute only an incidental portion of debit card calls. Indeed, some argue that, given the likely class of debit card users -- persons on a budget, college students, employees of small businesses -- the predominant use of debit cards will likely be intrastate.

15. Given the states' asserted jurisdiction over even incidental intrastate debit card traffic, many commenters argue that TMI has failed to demonstrate that preemption is justified. They contend that, contrary to TMI's argument, it is technically possible to separate intrastate from interstate traffic in order to comply with state regulations applicable

to intrastate traffic. In particular, Teledebit, an 800-access debit card service provider competing with TMI, states that it has essentially the same network as TMI, except that it owns its own validating platform. Teledebit claims that it receives ANI, and is therefore able to compare the calling number with the called number to separate intrastate from interstate calls on a real-time basis. Thus, Teledebit states that it is able to block intrastate calls in states where it is not permitted to carry them. Teledebit also suggests that absent ANI, TMI would be unable to perform certain other functions (such as answer detection) necessary for handling calls. Other parties agree with Teledebit that ANI is available and that it is possible for 800-access debit card service providers to use ANI to separate intrastate from interstate calls. For example, California notes that some IXCs already have ANI capabilities and can pass such information on to companies like TMI. SWBT similarly notes that TMI's underlying IXC carrier can use the same methods to determine jurisdiction for TMI's calls that the carrier uses to determine jurisdiction for its own calls.

16. Moreover, various parties state that even if TMI's system cannot support real-time identification of calls through ANI, other options exist for jurisdictionally identifying the calls. Bell Atlantic contends that TMI failed to show that it could not design its service to comply with state regulations. Parties also claim that carriers can manually review records to determine whether particular calls were intrastate or interstate. For example, USTA asserts that TMI can "match" inbound calls to, and outbound calls from, the 800-access switch, and can make use of call stamping or statistically reliable sampling. California notes that even if these methods are not absolutely accurate, they nonetheless show that intrastate and interstate calls can be separated.

17. Parties contend that it is also economically feasible for TMI to separate intrastate from interstate calls. These parties argue that TMI has not shown that it is economically burdensome to separate interstate and intrastate services. Specifically, they contradict TMI's assertion that obtaining either call information from an underlying IXC with ANI capabilities, or the equipment necessary to receive ANI, is prohibitively expensive. They state that neither these costs, nor the cost of manually reviewing calling records would justify preemption.

18. Commenters also assert that state regulation of 800-access debit card services does not impede federal policies and therefore should not be preempted. They state that such state requirements either are not burdensome enough to impede, or are consistent with, federal objectives. According to PaPUC, many of the state certification requirements are streamlined. PaPUC also states that rate regulation may be consistent with federal policy. For example, PaPUC asserts that Pennsylvania rate cap regulation, which caps rates at the highest level charged by facilities-based IXCs in the state, provides consumer protection against excessive rates without unduly burdening new entrants or otherwise thwarting federal policy. Some states cite the fact that a number of debit card service providers already have obtained state certification as proof that certification requirements are not burdensome. USTA notes that many state regulations are designed to achieve purposes, such as universal service, consistent with federal policy. Various states assert that their regulation is intended to protect consumers from excessive rates and other abuses, thereby ensuring that provision of intrastate service is in the public interest.

19. Some parties contend that the economic burden of complying with state regulations alone may not, as a legal matter, impede federal objectives and therefore justify preemption. NARUC concludes, for example, that such an "economic impracticality" test would ignore the Act's dual regulatory scheme by justifying preemption of all state regulation of intrastate services with large interstate components. California asserts that the mere cost of compliance with state regulations or the lack of economic ability of a carrier to comply with state regulations with which other carriers comply by itself does not justify

preemption. Others note that state regulation would merely require TMI to bear the costs of doing business within a state, just like other IXCs must do. USTA argues similarly that IXCs that benefit from even the incidental provision of intrastate service should be required to accept the burdens associated with such service.

20. Finally, opponents of TMI's petition allege that the preemption request is overbroad. They claim that there is no guarantee that state regulations would even apply to TMI's debit card services. NARUC argues initially that states have not taken any action to regulate debit card services, and that preemption is therefore unwarranted. They note that those state regulations that might be applicable to debit cards may involve minimal requirements. New York asserts that the request is overbroad because it would apply to all debit card service providers, rather than just to those that are unable to separate intrastate from interstate calls.

21. A number of IXCs support TMI's request for preemption, essentially for the same reasons advanced by TMI. They argue that the competitive and other benefits of debit card services, the incidental nature of the intrastate traffic, and the tremendous burden on small debit card service providers that state regulation would impose militate in favor of preemption. Certain commenters support TMI's contention that debit card service is inherently interstate and should therefore be regulated only at the federal level. TNT asserts that regulatory agencies in several states have asserted jurisdiction over debit card providers, noting that the North Carolina Utility Commission proposed to penalize one such provider for precertification operation.

22. Other 800-access debit card service providers support TMI's contention that it is impossible for debit card service providers to forward ANI to the debit card processing switch to allow calls to be identified as interstate or intrastate. In particular, TNT asserts that its PC-based debit card processor intervenes between the customer's originating phone call and the ultimate terminating phone call, TNT rarely receives the customer's originating phone number. TNT states that when it does receive an originating phone number, the number is often inaccurate and does not reflect the caller's location. ClearTel and TelTrust argue that even if it is technically possible to separate intrastate from interstate traffic, it may not be practically feasible for all IXCs. They urge the Commission not to require some IXCs to purchase expensive equipment necessary to separate traffic in order to comply with state regulations, given the small amount of traffic that would actually fall under state jurisdiction.

23. Preemption proponents argue that state regulations are often inconsistent, both among the separate states and with federal regulations, making compliance impossible for debit card service providers. TNT cites a Washington state requirement that restricts debit cards to denominations of \$50.00 or less, and argues that this restriction impermissibly limits the interstate usage of the cards and deprives consumers of lower rates they could obtain by using one of TNT's larger denomination cards. TNT also estimates that there may be over 40 separate state rate regulation schemes applicable to debit card service. TNT asserts that debit card providers cannot comply with multiple rate regulation schemes simultaneously, because debit cards rely on a uniform rate structure, owing to their portable, pre-paid nature. Commenters also support TMI's claim that compliance with state certification requirements can be costly and can unduly delay provision of debit card services. IXCs, however, generally agree that certification would be appropriate in states in which the debit card is sold.

24. Some IXCs point to a debit card-type service offered by AT&T which they assert is not subject to state regulation, and contend that small debit card service providers should be treated no differently than AT&T in their provision of debit card services. AT&T states that

its debit card service, "Teleticket," is an enhanced service that is not regulated under Title II of the Act and therefore requires no formal approval. AT&T states additionally that, except in Wyoming, Teleticket is "not offered on an intrastate basis and, as such, does not require any formal intrastate regulatory approval either." TMI asserts that, in a proceeding before the Florida Public Service Commission, AT&T said that it lacks the technical capability to separate debit card traffic jurisdictionally. TMI argues that AT&T's statement supports TMI's contention that separation is technically infeasible and state regulation of debit card services should not be permitted.

IV. DISCUSSION

25. The Commission has adopted no special rules regarding debit card services. Under Section 203 of the Act, common carriers are required to tariff their interstate communications services. Thus, the underlying basic interstate telecommunications services associated with debit card services must be offered pursuant to tariffs. Several local exchange carriers offering debit cards have tarified the basic services underlying these cards. As discussed in the following sections, we decline to preempt state certification, rate, and "block or compensate" regulations as requested by TMI, because TMI has failed to make the showing required by *Louisiana Pub. Serv. Comm'n v. FCC* and its progeny.

26. The Communications Act establishes a system of dual state and federal regulation over telephone service, under which purely intrastate matters are "fenced off" from FCC regulation. Section 2(a) of the Act specifically grants the Commission jurisdiction over "all interstate and foreign communications by wire and radio," while Section 2(b) generally reserves to the states jurisdiction over "intrastate communications by wire or radio." Under this regulatory framework, the states exercise the same authority over intrastate telecommunications as the Commission exercises over interstate telecommunications. Thus, if the Commission seeks to regulate the provision of intrastate services, it must specifically preempt state regulation of such services.

27. Under the Supremacy Clause of Article VI of the U.S. Constitution, Congress may preempt state laws that affect interstate commerce. Federal agencies acting within the scope of their congressionally delegated authority may also preempt state regulation. The Supreme Court has determined that the Commission may preempt state regulation of intrastate services when it is "not possible to separate the interstate and the intrastate components of the asserted FCC regulation." Federal courts that have construed the "impossibility" exception to Section 2(b)(1) have held that the Commission must show that state regulation over intrastate service thwarts or impedes the Commission's exercise of its lawful authority over interstate communications service. In interpreting its preemption authority, the Commission has recognized the broad latitude of the states in regulating intrastate common carrier services, and has declined to preempt certain state policies affecting intrastate services even where they have significant effects on matters subject to the Commission's plenary authority.

28. We deny TMI's Petition for several reasons. First, there is considerable dispute in the record of the proceeding on the question of whether it is impossible to separate interstate and intrastate calls. Second, the economic burden that compliance with state regulation may impose on entrants into the 800-access debit card long distance services market is insufficient, standing alone, to justify preemption. Third, the scope of the preemption proposed by TMI is too broad. In view of the fact that the Commission has neither articulated a unified federal regulatory scheme governing debit card services, nor affirmatively deregulated the area of 800-access debit card services, state certification, rate, and "block or compensate" regulations do

not

Conflict with specific federal counterpart regulations. Further, such state regulations do not impede our broad federal policy goals -- namely, encouraging competition and innovation in the telecommunications market and promoting rapid, efficient, nationwide telephone service with adequate facilities at reasonable charges -- as to establish a valid basis for preemption.

A. JURISDICTION

29. As a preliminary matter, we reject the contention that 800-access debit card services are "inherently interstate" in nature and thus subject to the plenary authority of the Commission alone. No party to this proceeding contests the fact that, unless blocked, intrastate calls may be completed using debit card service. This fact alone indicates that the service is jurisdictionally mixed, despite the fact that TMI does not market or hold out the debit cards for intrastate use, and despite their inherent portability.

30. In addition, we reject the implication raised in the pleadings that the routing of debit card calls through a remote 800 switch renders them jurisdictionally interstate in nature. We have previously held that calls involving 800 switching should be treated for jurisdictional purposes as single, end-to-end communications. Thus, we find that a debit card call that originates and ends in the same state is an intrastate call, even if it is processed through an 800 switch located in another state. It follows that we specifically reject AT&T's apparent conclusion that its Teleticket service does not have an intrastate component except in Wyoming, where its 800 switch is located.

31. Moreover, neither TMI nor any of the other supporters of the preemption petition provided enough evidence for us to make the determination that intrastate calls made using 800-access debit cards are "incidental" in nature and therefore should not be subject to state regulation. Instead, TMI simply makes the unsupported assertion that 80-85% of debit card traffic is interstate, which means that up to 20% of the usage of the debit cards may be intrastate. Several opponents contend that many of the types of people most likely to be debit card users are also likely to be heavy intrastate callers, an assertion neither TMI nor its supporters refute. Because this case is factually similar to Unauthorized Intrastate Traffic, in which the Commission declined to preempt Connecticut's "block or compensate" regulations in part because it could not conclude that intrastate traffic was "incidental," we decline to preempt state regulatory authority on this basis.

B. TECHNICAL INSEPARABILITY

32. Having determined that the debit card service described by TMI in its Petition is a "jurisdictionally mixed" service, we next address the inseparability requirement -- whether the interstate and intrastate aspects of the service are so intertwined that separation is, as a practical matter, infeasible -- the threshold requirement for preemption of state regulation. If debit card service providers had unrestricted ability to separate interstate from intrastate calls on a real-time basis, then compliance with all forms of state regulation at issue in this proceeding would cease to present a problem, because debit card service providers could simply choose to block completion of all intrastate calls in states where they were not fully prepared to comply with state regulations. Because TMI and its supporters contend it is technically impracticable and economically burdensome to achieve such separation, however, they seek preemption of state regulations.

33. The record in this proceeding reflects sharp differences of opinion as to the

technical impossibility of separating interstate from intrastate calls. It appears some debit card service providers, including TMI, are not technically capable of separating interstate from intrastate calls on a real-time basis, given the chosen configurations of their systems. These providers, thus, cannot block the intrastate calls they are not permitted to carry if they have not complied with state regulatory requirements. It is equally clear, however, in light of Teledebit's pleadings, that not all debit card service providers are disabled from separating their traffic. Teledebit states that its system, which is configured differently than TMI's system, separates interstate from intrastate calls and blocks completion of intrastate calls made within states in which Teledebit is not in compliance with state regulations. Consequently, we cannot conclude that it is technically impossible for TMI and other debit card service providers to separate interstate from intrastate calls.

34. Further, as TMI itself acknowledges, real-time separation is not the only way in which a debit card service provider may comply with state regulation of intrastate calls. Instead, debit card service providers may choose to perform after-the-fact review of their call records for the purpose of identifying intrastate calls in order to provide required compensation to the LECs. In particular, we reject TMI's contention that the only feasible way to comply with state "block or compensate" regulations is to block all calls originating in the state, because such regulations specifically provide an alternative means of compliance. In sum, contrary to TMI's assertions, 800-access debit card providers would not necessarily be forced to purchase their own debit card processing switches in order to comply with state regulation of intrastate calls.

35. The preemption proponents cite several Commission decisions in which state regulations were preempted. They place particular emphasis on two cases. In one case, the Commission barred a state from suspending the intrastate portion of a jurisdictionally mixed voicemail service. In the other case, the Commission prohibited states from requiring alternatives to 900 service that conflicted with the federally required preamble. These cases are inapposite. Notably, in each case, the Commission specifically determined that it was impossible to separate the intrastate and interstate aspects of the services involved. In addition, both voicemail and 900-number information lines offer service indiscriminately to interstate and intrastate end-users alike, whereas debit cards such as TMI's are intended by their providers to provide interstate long-distance telephone services to interstate users alone.

36. Thus, state regulation that requires TMI to treat intrastate calls differently or to block them entirely does not impose an affirmative burden on the service TMI holds itself out as providing. Instead, it sweeps within its net the intrastate debit card calls that TMI asserts it cannot technologically prevent. TMI therefore asks for preemption of state regulation to accommodate the technological shortcomings of its system; this is not a valid reason for preemption.

37. Proponents of preemption also rely on Mobile Telecommunications Technologies Corporation (MTEL), a case in which the Commission preempted the application of state entry requirements, technical standards, and rate regulation to the intrastate use of the provider's nationwide and regional paging service. In that case, the Commission found that intrastate use of the paging network was "incidental" because it occurred only when a call placed to the paging service in one state terminated with a paging subscriber in the same state. All pages sent out on the system, however, were simultaneously distributed to transmitters in at least seven states. The Commission concluded that the paging system at issue was not capable of identifying the location of the party receiving the page, and specifically limited the scope of its ruling to paging systems that are not capable of distinguishing between interstate pages and pages that terminate in the same state in which the call to the paging service is placed. Moreover, the Commission

noted in the MTEL order that the price of the service acted as a deterrent to purely intrastate calls. In contrast, in the situation presented here, TMI has requested that we preempt state regulation with respect to all 800-access debit card resellers, although certain of these systems are capable of distinguishing between interstate and intrastate calls.

38. We believe that the issues presented by TMI's petition are similar to those that the Commission addressed in the Unauthorized Intrastate Traffic proceeding, in which it declined to preempt Connecticut's "block or compensate" regulation of unauthorized intrastate calls. In that case, as in this one, the IXCs argued that the Connecticut regulation directly impaired their ability to provide interstate services in Connecticut, that their systems only carried "incidental" amounts of intrastate traffic, and that the costs of complying with the rule would be unduly burdensome. In particular, they argued that the inferior access arrangements provided by the LEC technologically prevented them from diverting unauthorized intrastate traffic to the LEC, and that blocking technology would result in the blocking of some authorized interstate traffic. The Commission specifically determined that the intrastate traffic was neither "incidental to, [nor] inseparable from, the interstate traffic in the sense of any physical, logical, or practical inseparability that would require us to subject the intrastate portion to the federal regulatory regime along with the interstate portion." Further, the Commission indicated that estimation, rather than precise measurement, was an acceptable method of separation. Thus, despite finding that the Connecticut regulation was "not fully hospitable to this Commission's efforts to promote competition in interstate services," the Commission concluded that it did not conflict with either the Commission's rules or its exclusive jurisdiction over interstate communications, so as to require preemption. Because certain parties to the present proceeding have asserted on the record that they can separate intrastate and interstate debit card traffic, we conclude, as we did in the Unauthorized Intrastate Traffic proceeding, that such traffic is not "practically inseparable," and for that reason we decline to preempt state regulation of intrastate debit card calls, as requested by TMI.

39. We also reject the argument that AT&T's provision of a debit card calling capability through Teleticket on a non-regulated basis supports TMI's preemption request. AT&T provides Teleticket pursuant to a Comparably Efficient Interconnection (CEI) plan that includes interactive voice and interactive data enhanced services. The enhanced services provided through Teleticket are non-regulated services. The long distance calling capability using the Teleticket debit card, however, is a basic debit card interstate calling capability that must be taken by AT&T's enhanced services provider pursuant to tariff.

40. Finally, we do not agree with LinkUSA that debit cards that provide interstate calling are enhanced because information on the amount of time remaining on the card is maintained by a computer. Information on the amount of time remaining on the card is similar to the validation and screening information provided by carriers to verify credit card calls before allowing them to proceed. We have previously concluded that provision of such information is incidental to the provision of basic communications services, and therefore is not an enhanced service.

C. ECONOMIC BURDEN

41. Having determined that it is not technologically impossible for all debit card resellers to separate interstate from intrastate calls, we now consider whether it is economically burdensome to do so. The preemption proponents argue that compliance with state rate and "block or compensate" regulations will be so economically burdensome that small, non-facilities-based resellers will be driven out of the debit card services market. In particular, they assert that the number and diversity of state regulatory schemes make compliance extremely difficult, if not impossible. TMI argues that compliance with state rate and "block or compensate"

regulations would require it to reconfigure its system and acquire switching capabilities. Further, TMI asserts that because a switching system is not necessary to provide debit card services, requiring all debit card service providers to acquire such systems in order to comply with the dictates of state law is wasteful and unnecessary. Although TMI asserts that it lacks the resources necessary to purchase a switch, it does not specifically quantify the investment required.

42. In addition, the preemption proponents argue that state certification requirements also impose an undue economic burden on debit card service providers, as they delay development and implementation of debit card services and increase the cost of providing such services. TMI does not specify the cost of compliance with state certification, but Visiology estimates that a company seeking certification in all states that require it would spend over \$100,000 and a minimum of two years in the process.

43. We find that the economic burden of compliance with state regulation alleged in this case does not rise to a level that would justify preemption of state regulation. As demonstrated by Louisiana PSC, where the Supreme Court rejected federal preemption of state depreciation schedules that differed from the federal depreciation schedule, the Commission may not preempt state regulation merely because it imposes economic burdens on carriers engaged in both interstate and intrastate communications, even where such state regulation interferes with the FCC's goal of accelerating technological advances. Louisiana PSC suggests that the Commission may not preempt state regulation of a matter of primarily local interest solely because such regulation conflicts with its ideas of sound economic or regulatory policy. Where the economic burden of imposed by state regulation is not so great as to "seriously threaten[] the growth of interstate competition or impede[] the expansion of IXC operations," the Commission has declined to preempt such regulation.

44. In sum, we find that the difficulties in complying with diverse and sometimes inconsistent state regulations described by TMI and other debit card service providers do not justify, as a matter of law, our preemption of those regulations. As we determined in the BOC Safeguards Order, diverse state regulatory regimes reflect different regulatory perspectives and experience, and should be accommodated whenever possible. We note that several debit card services providers have already obtained state certification in a number of states. We conclude that, as recognized by TMI, the costs of compliance with state regulations, particularly those pertaining to certification, are simply the costs of doing business in the intrastate telecommunications marketplace.

D. OVERBREADTH

45. Finally, TMI's request for preemption must be denied because it is overbroad. Specifically, TMI seeks preemption with respect to all 800-access interstate debit card services, despite the fact that some debit card service providers allege in their comments in this proceeding that they have been able to comply fully with such regulations without significant detriment to their interstate services. We have long respected the states' broad latitude to regulate intrastate common carrier services, and we recognize in particular their legitimate consumer protection interests in rate, certification, and "block or compensate" regulations, and in the application of these regulations to intrastate interexchange providers. In order to preempt state regulation, the Commission must demonstrate that its entire preemption order is narrowly tailored to preempt only state regulations that would negate valid FCC regulatory goals. On the facts of the present case, the state regulations at issue do not pose a regulatory barrier to all debit card providers, just to some. Thus, a blanket preemption of all such regulations does not constitute the narrowly tailored solution we are required under governing precedent to proffer.

46. In addition, preemption of state rate, certification, and "block or compensate" regulations for 800-access interexchange debit card resellers, as requested in the petition, would result in differential treatment compared to all other types of interexchange resellers, who would still be subject to these state regulations. Given that we have not identified a federal policy interest at stake in such differential treatment, and have not adopted federal policies dictating such treatment, we decline to adopt them negatively, by means of selective preemption.

V. ORDERING CLAUSES

47. Accordingly, it is ordered, pursuant to Section 0.291 of the Commission's rules, that the request for declaratory ruling filed by The Time Machine, Inc. IS DENIED for the reasons stated herein.

FEDERAL COMMUNICATIONS COMMISSION

Kathleen M.H. Wallman
Chief, Common Carrier Bureau

APPENDIX A
Parties Filing Pleadings

Comments

America's Carriers Telecommunications Association (ACTA)
 Bell Atlantic
 Competitive Telecommunications Association (CompTel)
 LDDS Communications, Inc. (LDDS)
 LinkUSA Corporation
 National Assoc. of Regulatory Utility Commissioners (NARUC)
 Pennsylvania Public Utility Commission (PaPUC)
 People of the State of California and the Public Utility Commission of the State of California
 (California)
 RCI Long Distance, Inc. (RCI)
 Southwestern Bell Telephone Company (SWBT)
 Teledebit, L.P.
 Teltrust Communications Services, Inc. (Teltrust)
 United States Telephone Association (USTA)
 Visiology, Inc.

Reply Comments

The Time Machine, Inc. (TMI)
 American Telephone & Telegraph Company (AT&T)
 California
 Cleartel Communications, Inc. and Teltrust Communications
 Services, Inc. (Cleartel/Teltrust)
 Florida Public Service Commission (Florida)
 LinkUSA
 NARUC
 New York State Department of Public Service (New York)
 PaPUC

Supplemental Comments

TMI

Oppositions to Supplemental Comments

California
 Teledebit

Supplemental Reply Comments

Teledigit

Ex Parte Comments

Advantage Communications, Inc. (ACI)
Talk 'N Toss, Inc. (TNT)
TMI
WorldLink Communications



"Telecommunications Is Our Business"

November 8, 1996

Mr. Rick Moses
Supervisor Service Evaluation
Florida Public Service Commission
Division of Communications
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0866

Dear Mr. Moses:

Today one of my employees purchased a TeleCuba prepaid phone card at an Amoco gas station located at the corner of 21st Street & Palm Avenue in Hialeah, Florida.

Upon close review of the back of their phone card it states that long distance service is provided by World Long Distance, Inc., Miami, Florida. This company does not appear on the list of IXC's certificated and tarified for debit card services dated June 26, 1996 published by the Florida Public Service Commission.

Also, the method of access in Miami to their prepaid phone card platform is via a local telephone number 305/913-4201. Do IXC's need to obtain Local Resell Certificates to provide this form of access to a calling card platform.

My Marketing Department believes that TeleCuba/World Long Distance has 4-T1s of local capacity to support this service that goes directly into their phone card platform. Their phone card platform was purchased from PCS Telecom, Inc. Tel: 407/745-1888 located in Jupiter, Florida.

I would appreciate it if the FPSC would review this matter further in order to ensure the general public is adequately protected against another potential renegade company.

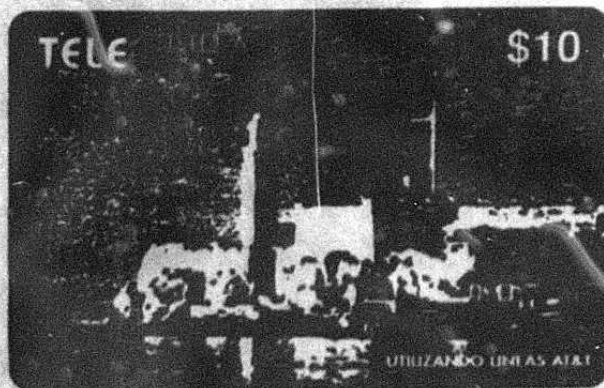
If you should have any questions regarding this matter please do not hesitate to contact me. Thank you.

Sincerely,

Robert J. McWilliams

Robert J. McWilliams
President





INSTRUCCIONES PARA USAR SU TARJETA TELE CUBA

- DESDE UN TELEFONO DE TONO EN LOS ESTADOS UNIDOS MARQUE EL NUMERO DE ACCESO
EN MIAMI 913-4201 • FUERA DE MIAMI 1-800-449-4201
- ESCUCHE EL SALUDO Y MARQUE EL NUMERO DE AUTORIZACION:  SE- PAGA EL PAGO
- ESCUCHE EL SALUDO Y MARQUE EL NUMERO DE TELEFONO QUE DESEA LLAMAR.
- PARA LLAMADAS DOMESTICAS (EN LOS ESTADOS UNIDOS, CANADA O F. CAYMAN): MARQUE EL NUMERO 1 • EL CODIGO DE AREA • EL NUMERO DE TELEFONO.
- PARA LLAMADAS A CUBA Y INTERNACIONALES: MARQUE 011 • EL CODIGO DEL PAIS • EL CODIGO DE LA CIUDAD • EL NUMERO DE TELEFONO.
- PARA ASISTENCIA Y RECARGAR SU TARJETA POR FAVOR LLAME AL SERVICIO DE CLIENTE. ACEPTAMOS TODAS TARJETAS DE CREDITO.

SERVICIO DE CLIENTE - (305) 233-4000

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CODING: Words underlined are additions; words in ~~struck through~~ type are deletions from existing law.