



August 5, 1997
Overnight

FILE COPY

971019-TI

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

Florida Public Service Commission
Division of Communication
2450 Shumard Oak Boulevard
Gerald L. Gunter Building
Room 270
Tallahassee, FL 32399-0850

DEPOSIT DATE
D583 AUG 08 1997

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

Re: Initial Application and Tariff of Legacy Long Distance International, Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Legacy Long Distance International, Inc..

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

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Questions regarding this filing may be directed to me at (407) 740-8575.

Yours truly,

Thomas M. Forte
Consultant to
Legacy Long Distance International, Inc.

Enclosures

cc: C. Brown - Legacy
to file: Legacy - FL (IXC)
TMX# FL09700

Document No.
09073-97
08/08/97

FLORIDA PUBLIC SERVICE COMMISSION

Application Form

for

Authority to Provide Interexchange Telecommunications Service
Between Points Within the State of Florida

FILE COPY

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.

08073-77
08/08/97

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:

Legacy Long Distance International, Inc.

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

Legacy Long Distance International, Inc.

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

Legacy Long Distance International, Inc.
One World Trade Center, Suite 1460
Long Beach, California 90831-1000
Telephone: (800) 577-5534
Facsimile: (408) 477-0146

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

Same as above.

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.

Not 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.

Not Applicable.

- (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.

Not Applicable.

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: _____

- (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.

- (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.

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

(a) The application:

Thomas M. Forte
Consultant to Legacy Long Distance International, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

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

Curtis Brown, President
Legacy Long Distance International, Inc.
One World Trade Center, Suite 1460
Long Beach, California 90831-1000
Telephone: (800) 577-5534
Facsimile: (408) 477-0146

(c) Tariff:

Thomas M. Forte
Consultant to Legacy Long Distance International, Inc.
Technologies Management, Inc.
P.O. Drawer 200
Winter Park, FL 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

(d) Complaints/Inquiries from customers:

Kenneth Lovett
Director of Customer Service
Legacy Long Distance International, Inc.
One World Trade Center, Suite 1460
Long Beach, California 90831-1000
Telephone: (800) 577-5534
Facsimile: (408) 477-0146

11. List the states in which the applicant:

(a) Has operated as an interexchange carrier.

California and Texas

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

Arkansas, Florida, Illinois and Nebraska.

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

California and Texas

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

None.

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

None.

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

None.

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

Facilities Operators

Billing and Collection Sales

Maintenance

Other: None anticipated at this time

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

Pay commissions?

Offer sales franchises?

Offer multi-level sales incentives?

Offer other sales incentives?

15. Explain any of the offers checked in question 13 (whom, what amount, type of franchise, etc.).

Legacy will pay internal salespeople and external sales agents a commission on the monthly collected revenues of the customers which purchase the Company's service. The commission amount will vary within a range competitive with the market.

16. Who will receive the bills for your service (check all that apply)?

<input checked="" type="checkbox"/> Residential customers	<input checked="" type="checkbox"/> Business customers
<input checked="" type="checkbox"/> PATS providers	<input checked="" type="checkbox"/> PATS station end-users
<input checked="" type="checkbox"/> Hotels & motels	<input checked="" type="checkbox"/> Hotel & motel guests
<input checked="" type="checkbox"/> Universities	<input checked="" type="checkbox"/> Univ. dormitory residents
<input checked="" type="checkbox"/> Other: (specify) <u>Anyone that uses the companies services</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?

The Company's name as well as the toll free customer service number (800) 577-5534 will appear on the bill.

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

The Company will bill its customers directly.

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 inmatesServices included are:
 - Station assistance
 - Person to person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference calling

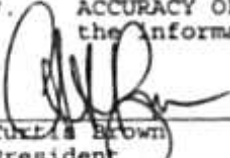
20. What does the end user dial for each of the interexchange carrier services that were checked in services that were checked in services included (above).

The Customer dials "1" followed by the telephone number for direct dialed calls. For operator assistance, the Customer dials "0". For travel card calls, the Customer dials the Company's 1-800 number, followed by an authorization code and destination telephone 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.



Curtis Brown
President
Legacy Long Distance International, Inc.

7/21/97
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 - Financial Statements
- III - Management Resumes
- IV - 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: _____

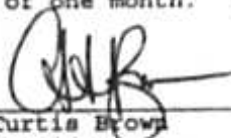
Date: _____

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.)



Curtis Brown
President
Legacy Long Distance International, Inc.

Date: 7/21/97

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.

POP-to-POP TYPE OWNERSHIP

1) None

2)

3)

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

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.

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



Curtis Brown
President
Legacy Long Distance International, Inc.

Date: 7/21/97

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

Legacy Long Distance International, Inc. intends to offer service throughout the State of Florida.



Curtis Brown
President
Legacy Long Distance International, Inc.

Date: 7/21/97

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 LEGACY LONG DISTANCE INTERNATIONAL, INC., a California corporation, authorized to transact business within the State of Florida on June 24, 1997 as shown by the records of this office.

The document number of this corporation is F97000003294.

GIVEN under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Twenty-fourth day of June, 1997



CR2EO22 (2-95)

A handwritten signature in cursive script, reading 'Sandra B. Morton'.

Sandra B. Morton
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

1. Legacy Long Distance International, Inc.
(Name of corporation: must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)

2. California 3. 77-0438268
(State or country under the law of which it is incorporated) (FEI number, if applicable)

4. 09/09/96 5. Perpetual
(Date of Incorporation) (Duration: Year corp. will cease to exist or "perpetual")

6. Upon qualification
(Date first transacted business in Florida. (See sections 607.1501, 607.1502, and 617.155, F.S.)

7. One World Trade Center, Suite 1460
Long Beach, CA 90831-1460
(Current mailing address)

8. Long distance telecommunication services
(Purpose(s) of corporation authorized in home state or country to be carried out in the state of Florida)

9. Name and street address of Florida registered agent:
Name: NRAI Services, Inc.
Office Address: 526 E. Park Avenue
Tallahassee, Florida

32301
(Zip Code)

97 JUN 24 PM 12:05
SECRETARY OF STATE
DIVISION OF CORPORATIONS

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

Tina Leland
(Registered agent's signature) Tina Leland, Assistant Secretary for
NRAI Services, Inc.

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

12. Names and addresses of officers and/or directors:

A. DIRECTORS

Chairman: Curtis A. BrownAddress: One World Trade Center, Suite 1460
Long Beach, CA 90831-1460

Vice Chairman: _____

Address: _____

Director: Clay M. BeamesderferAddress: One World Trade Center, Suite 1460
Long Beach, CA 90831-1460Director: Kenneth J. DuranteAddress: One World Trade Center, Suite 1460
Long Beach, CA 90831-1460

B. OFFICERS

President: Curtis A. BrownAddress: One World Trade Center, Suite 1460
Long Beach, CA 90831-1460Vice President: Clay M. BeamesderferAddress: One World Trade Center, Suite 1460
Long Beach, CA 90831-1460Secretary: Kenneth J. DuranteAddress: One World Trade Center, Suite 1460
Long Beach, CA 90831-1460Treasurer: Kenneth J. DuranteAddress: One World Trade Center, Suite 1460
Long Beach, CA 90831-1460

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

13.

 6/16/97
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14.

Curtis A. Brown, President

(Typed or printed name and capacity of person signing application)

ATTACHMENT II

FINANCIAL INFORMATION

RICHARD D. CHAPMAN

Certified Public Accountant
3450 E. Spring Street, Suite 106
Long Beach, CA 90806

(562) 426-3386

Fax (562) 427-8014

July 2, 1997

Legacy Long Distance, Inc.
One World Trade Center, Suite 1460
Long Beach, CA 90831

Gentlemen:

The accompanying combined Balance Sheet and Statement of Income for LEGACY LONG DISTANCE, INC. as of May 31, 1997 have been compiled by us.

A compilation is limited to presenting in the form of a Financial Statement, information that is the representation of LEGACY LONG DISTANCE, INC.

We have not audited or reviewed the accompanying statements and, accordingly, do not express an opinion or any other form of assurance on them.

Sincerely



Richard, D. Chapman, CPA

RDC:jl

LEGACY LONG DISTANCE
BALANCE SHEET
AS OF MAY 31, 1997

ASSETS

CURRENT ASSETS

CASH ON HAND & IN BANK	\$	4,999.18	
ACCOUNTS RECEIVABLE		95,832.52	
EMPLOYEE ADVANCES		691.57	
RENTAL DEPOSITS		(304.00)	
MISC. DEPOSITS		6,897.40	
MISC. HOLDINGS		<u>683.86</u>	
TOTAL CURRENT ASSETS			108,800.53

FIXED ASSETS

PROPERTY, PLANT & EQUIPMENT		152,068.95	
MACHINERY AND EQUIPMENT		58,907.76	
LESS: ACCUMULATED DFPN		(8,326.26)	
LESS: ACCUMULATED AMORT		<u>(7,652.78)</u>	
TOTAL FIXED ASSETS			<u>194,997.67</u>

TOTAL ASSETS \$ 303,798.20

SUBJECT TO ACCOUNTANT'S COMMENTS

**LEGACY LONG DISTANCE
BALANCE SHEET
AS OF MAY 31, 1997**

LIABILITIES & NET WORTH

CURRENT LIABILITIES

ACCOUNTS PAYABLE	\$ 102,931.97	
ACCOUNTS PAYABLE-CANON LOAN	2,605.03	
ACCOUNTS PAYABLE-IBM LOAN	13,531.25	
ACCOUNTS PAYABLE-SANWA LOAN	3,216.12	
ACCRUED COMMISSIONS	19,780.47	
ACCRUED VACATION	2,387.32	
ADVANCES	(200.00)	
COMMISSIONS	37,571.79	
DUE TO SHAREHOLDERS	13,220.37	
PAYROLL TAXES	5,041.08	
SALARIES	<u>9,857.12</u>	
TOTAL CURRENT LIABILITIES		209,942.52

LONG TERM LIABILITIES

NOTES PAYABLE - CANON LOAN	4,565.60	
NOTES PAYABLE - IBM LOAN	24,819.52	
NOTES PAYABLE - SANWA LOAN	<u>6,269.26</u>	
TOTAL LONG-TERM LIABILITIES		35,654.38

NET WORTH

CAPITAL STOCK	103,331.68	
ADDITIONAL PAID-IN CAPITAL	666.66	
RETAINED EARNINGS	(63,084.31)	
CURRENT INCOME	<u>17,287.27</u>	
TOTAL NET WORTH		<u>58,201.30</u>
TOTAL LIABILITIES & NET WORTH		<u>\$ 303,798.20</u>

**LEGACY LONG DISTANCE
PROFIT AND LOSS
FOR THE PERIOD 01/01/97 TO 05/31/97**

INCOME

BONUS REVENUE	\$ 58,240.00
LD SERVICE REV.	899,535.42
OTHER REVENUES	11,393.85
ADJUSTMENTS	492.61
MISC INCOME	<u>1,120.00</u>

TOTAL INCOME	970,781.88
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COST OF GOODS SOLD

HOSPITALITY BONUS	55,075.00
HOSPITALITY COMMISSION	116,548.77
NETWORK OPERATING	465,689.68
TECH MAINTENANCE	14,889.40

CUSTOMER OPERATIONS EXPENSES

BLUE CROSS	1,677.72
CUSTOMER SUPPORT	5,008.44
LEC BILLING	25,569.08
MEALS AND ENTERTAINMENT	16.88
OTHER FACILITIES/OFFICE	2,807.23
PARKING	685.00
POSTAGE/SHIPPING	2,040.76
RENT	7,508.52
SALARIES	31,966.97
TELEPHONE/UTILITIES	5,813.07
TRAVEL/LODGE	568.88
MISC EXP	<u>2,827.48</u>

TOTAL COST OF GOODS SOLD	<u>738,692.88</u>
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GROSS PROFIT	\$ 232,089.00
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SUBJECT TO ACCOUNTANT'S COMMENTS

**LEGACY LONG DISTANCE
PROFIT AND LOSS
FOR THE PERIOD 01/01/97 TO 05/31/97**

OPERATING EXPENSES

SALES AND MARKETING EXPENSES

ADVERTISING AND PROMOTIONS	\$ 2,505.34
BLUE CROSS	426.25
MEALS AND ENTERTAINMENT	93.24
OTHER FACILITIES / OFFICE	730.50
POSTAGE/SHIPPING	572.04
RENT	6,238.67
SALARIES	21,377.27
TELEPHONE/UTILITIES	4,688.82
TRAVEL/LODGING	101.90
MISC. EXPENSES	1,344.24

GENERAL AND ADMINISTRATIVE

ACCOUNTING AND AUDITING	1,150.57
ACCRUED VACATION EXPENSES	1,911.79
BAD DEBT EXPENSES	13,623.16
BANK/ADP EXPENSES	1,771.79
BLUE CROSS	757.69
CHARITABLE CONTRIBUTIONS	1,015.00
DEPRECIATION & AMORTIZATION	11,700.25
DUES AND SUBSCRIPTIONS	600.00
EMPLOYER PAYROLL TAXES	11,872.58
INTEREST EXPENSES	2,773.28
LEGAL SERVICES	21,296.89
MEALS AND ENTERTAIN	80.16
OTHER FACILITIES/OFFICE	2,644.05
OTHER PROFESSIONAL SERVICE	3,438.50
PARKING	600.00
POSTAGE / SHIPPING	349.29
RENT	8,694.81
SALARIES	80,677.99
TAXES AND LICENSES	1,617.75
TELEPHONE/UTILITIES	1,658.05
TRAVEL/LODGING	681.90
WORKMANS COMP	1,149.00
MISC. EXPENSES	<u>6,658.96</u>

TOTAL OPERATING EXP 214,801.73

NET PROFIT \$ 17,287.27

SUBJECT TO ACCOUNTANT'S COMMENTS

ATTACHMENT III

MANAGEMENT RESUMES

LEGACY LONG DISTANCE INTERNATIONAL, INC.
Management Profiles

Curtis A. Brown, President Prior to founding Legacy Long Distance International, Inc. ("LLDI") in September 1996, Curtis was President for Public Communications Network, Inc. (PCN). PCN was a start-up long distance service incorporated in August 1995. In a period of one year Mr. Brown successfully took \$150,000 of vested capital and built a company producing over \$1,500,000 its first year. Prior to working with PCN, Curtis acted as the General Manager of Operator Services/Director of Customer Services for Communications TeleSystems International (CTS). CTS is the 13th largest long distance provider in the United States. There he was responsible for all aspects of customer services, operator and network control operations, agent support, and all 0+ operations. During his tenure with CTS, Mr. Brown increased net revenues by over 680%. Mr. Brown holds a BA Degree in Business Administration.

Kenneth J. Durante, Chief Financial Officer Mr. Durante brought his talents to LLDI after serving as the Finance Manager for PCN. Kenneth has worked flawlessly with annual budgets of over two million dollars while managing the daily activities of over 300 personnel. Mr. Durante brings LLDI hands-on history of sterling management skills backed by an MBA in Finance, BA in Business Administration, and an AA in Computer Programming.

Clay Beamesderfer, Vice President Mr. Beamesderfer comes to LLDI from World Exchange (WXL), where he produced and managed one of the most cost effective, unparalleled long distance network systems in the industry today. Clay's vast experience makes him a valuable asset to LLDI's long term network goals. Mr. Beamesderfer brings to LLDI a strong military standard from his five (5) year enlistment with the United States Marine Corps.

George Hansell, Vice President of Sales Mr. Hansell also comes to LLDI from PCN where he acted as the Residential and Commercial Sales Manager. Prior to joining the PCN team, George served as the Southern Region Materials and Sales Manager for Sharp Memorial Hospital. During his tenure at Sharp Memorial, Mr. Hansell was responsible for negotiating a national contract that saved the facility 1.5 million dollars annually in operational costs. His experience in Sales management is unsurpassed. George's concern for the customers' needs and his ability to communicate make him a valued asset to LLDI. Mr. Hansell holds a BA Degree in Economics.

LEGACY LONG DISTANCE INTERNATIONAL, INC.
Management Profiles, (Continued)

Thomas I. Mervine, Director Hospitality Sales Mr. Thomas Mervine comes to LLDI from seven (7) years of diversified sales experience. With PCN, Thomas was personally responsible for a growth rate of over 242%, of which 160% was through his direct efforts. Mr. Mervine is currently completing the course work necessary for a BA Degree in Economics.

Kenneth Lovett, Director of Customer Services Mr. Kenneth Lovett made the move from radio communications, where he had more than ten (10) years' experience as a radio broadcaster in Denver, CO. The transition to telecommunications occurred five (5) years ago when he began working as the Customer Service Manager for a California-based pay telephone company. Since Kenneth signed with LLDI, he has been directly responsible for a huge increase in overall customer satisfaction ratings. Although Mr. Lovett is the department manager, he prefers to take an active role in assuring complete customer satisfaction and can often be found right along side LLDI's customer service representatives speaking with the company's valued clients.

ATTACHMENT IV

PROPOSED TARIFF

TITLE SHEET

LEGACY LONG DISTANCE INTERNATIONAL, INC.

TARIFF NO. 1

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Legacy Long Distance International, Inc. with principal offices located at One World Trade Center, Suite 1460, Long Beach, California 90831-1000. 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: August 6, 1997

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CHECK SHEET

All sheets of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original	31	Original
12	Original	32	Original
13	Original	33	Original
14	Original	34	Original
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

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* - Pages included with this filing.

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SYMBOLS

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

- D - Deleted or Discontinued Material
- I - Change Resulting In A Rate Increase
- M - Moved From Another Tariff Location
- N - New Material
- R - Change Resulting In A Rate Reduction
- T - Change In Text or Regulation But No Change In Rate or Charge

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TARIFF FORMAT

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

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SECTION 1 — TECHNICAL TERMS AND ABBREVIATIONS

1.1 Definitions:

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

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

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

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

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

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

Carrier/Company - Legacy Long Distance International, Inc. unless otherwise specified or clearly indicated by the context.

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

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

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

1.1 Definitions: (Cont'd.)

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

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

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

Customer Provided Equipment - Terminal equipment provided by a customer

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

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

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

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

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

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

1.1 Definitions: (Cont'd.)

Legacy - Used to refer to Legacy Long Distance International, Inc. unless otherwise specified or clearly indicated by the context.

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

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

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

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

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

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

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

1.1 Definitions: (Cont'd.)

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

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

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

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

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

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

1.2 Abbreviations:

LATA - Local Access Transport Area
LDA - Local Distribution Area
LEC - Local Exchange Carrier
MTS - Message Toll Service
NSF - Non-Sufficient Funds
OSP - Operator Service Provider
PBX - Private Branch Exchange
SAL - Special Access Line
V&H - Vertical and Horizontal
WATS - Wide Area Telephone Service

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SECTION 2 — RULES AND REGULATIONS

2.1 Provision of Service

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

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

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

2.2 Limitations on Service

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

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

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

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

2.3 Use of Service

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

2.4 Limitation of Liability

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

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

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

2.4 Limitation of Liability, (Cont'd.)

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

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

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

2.5 Interruption of Service

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

2.6 Restoration of Service

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

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

2.7 Customer Responsibility

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

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

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

2.7 Customer Responsibility, (Cont'd.)

2.7.2 Maintenance, Testing and Adjustment

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

2.7.3 Deposits

The Company does not require a deposit from the customer.

2.7.4 Advance Payments

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

2.7.5 Credit Allowances

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

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

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

2.7 Customer Responsibility, (Cont'd.)

2.7.4 Credit Allowances, (cont'd.)

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

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

2.7.5 Cancellation by Customer

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

2.7.6 Payment and Charges for Services

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

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

2.7 Customer Responsibility, (Cont'd.)

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

(A) Payment of Charges

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 15 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

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

2.7.7 Application of Charges

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

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

2.8 Carrier Responsibility

2.8.1 Calculation of Credit Allowance

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

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

2.8.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at $1/30$ th of the monthly recurring charge for each day the service was rendered or the equipment was provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

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

2.8 Carrier Responsibility, (Cont'd.)

2.8.3 Disconnection of Service by Carrier

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

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

2.8.4 Fractional Charges

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

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

2.9 Special Conditions Governing Operator Services

2.9.1 Company Obligations

When providing Operator Services to Aggregators, the Company will:

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

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

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

2.9.2 Aggregator Obligations

(A) The Company requires each operator service customer to post an informational card (tent card) on or near the telephone notifying the End User of the following information:

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

2.9.3 Operator Service Billing Procedures

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

2.9.4 Call Routing

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

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

2.9 Special Conditions Governing Operator Services

2.9.5 Incomplete Calls

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

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

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SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 Timing of Calls

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

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

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

3.2 Start of Billing

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

3.3 Interconnection

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

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

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

3.4 Terminal Equipment

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

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

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

3.5 Calculation of Distance

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

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

Formula:

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

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

3.6 Minimum Call Completion Rate

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

3.7 Hearing or Speech Impaired Persons

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

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

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

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

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

3.7.5 Special Rates for Hearing or Speech Impaired

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

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

3.8 Legacy Operator Services

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

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

3.8.1 Operator Service Call Types

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

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

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

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

3.8 Legacy Operator Services, (Cont'd.)

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

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

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

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

3.9 Legacy Commercial Long Distance Service

Legacy Commercial Long Distance Service provides the Customer with the ability to place outbound calling service from their business location. Calls are billed and rated as described in each plan.

3.10 Legacy Residential Long Distance Service

Legacy Residential Long Distance Service provides the Customer with the ability to place outbound calling service from their residence location. Calls are billed and rated as described in each plan.

3.11 Legacy Hospitality Service

Legacy Hospitality Long Distance Service provides the Customer, who serve mostly transient End Users, with the ability to place outbound calling service from their hospitality location. Calls are billed and rated as described in each plan.

3.12 Directory Assistance

Directory Assistance is available to Customers of Legacy. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

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SECTION 4 - RATES, (CONT'D.)

4.3 Legacy Operator Services

4.3.1 Usage Rates

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

4.3.2 Operator Surcharges

	0--	0+-	0++
Telco Card	\$1.75	\$1.75	\$1.00
Credit Card	1.75	1.75	1.00
Collect	1.75	1.75	N/A
Third Party	1.75	1.75	N/A
Person to Person	3.25	3.25	N/A

4.3.3 Operator Dialed Surcharge

\$1.15

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SECTION 4 - RATES, (CONT'D.)

4.4 Legacy Commercial Long Distance Service

4.4.1 Commercial Rate Plan A

Miles	Day	Evening	Night
All	\$0.1390	\$0.1390	\$0.1390

Monthly Service Charge: \$5.00
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

4.4.2 Commercial Rate Plan B

Miles	Day	Evening	Night
All	\$0.1500	\$0.1500	\$0.1500

Monthly Service Charge: \$4.00
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

4.4.3 Commercial Rate Plan C

Miles	Day	Evening	Night
All	\$0.1650	\$0.1650	\$0.1650

Monthly Service Charge: \$2.00
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.5 Legacy Residential Long Distance Service

4.5.1 Residential Rate Plan A

Miles	Day	Evening	Night
All	\$0.1450	\$0.1450	\$0.1450

Monthly Service Charge: \$2.50
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

4.5.2 Residential Rate Plan B

Miles	Day	Evening	Night
All	\$0.1650	\$0.1650	\$0.1650

Monthly Service Charge: \$2.00
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

4.5.3 Residential Rate Plan C

Miles	Day	Evening	Night
All	\$0.1900	\$0.1900	\$0.1900

Monthly Service Charge: \$1.00
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.6 Legacy Hospitality Service

4.6.1 Hospitality Rate Plan A

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

Monthly Service Charge: \$5.00
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

4.6.2 Hospitality Rate Plan B

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

Monthly Service Charge: \$4.00
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

4.6.3 Hospitality Rate Plan C

Miles	Day	Evening	Night
All	\$0.1090	\$0.1090	\$0.1090

Monthly Service Charge: \$3.75
Billing Increments:
Initial Period - One (1) minute
Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.6 Legacy Hospitality Service, (cont'd.)

4.6.4 Hospitality Rate Plan D

Miles	Day	Evening	Night
All	\$0.1290	\$0.1290	\$0.1290

Monthly Service Charge: \$2.00

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.7 Exemptions and Special Rates

4.7.1 Discounts for Hearing Impaired Customers

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

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

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SECTION 4 - RATES, (CONT'D.)

4.8 Exemptions and Special Rates

4.8.2 Emergency Call Exemptions

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

4.8.3 Directory Assistance for Handicapped Persons

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

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SECTION 4 - RATES, (CONT'D.)

4.9 Late Charge

A one-time late fee of 5% is charged on past due balances.

4.10 Return Check Charge

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

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August 5, 1997
Overnight

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

Florida Public Service Commission
Division of Communication
2450 Shumard Oak Boulevard
Gerald L. Gunter Building
Room 270
Tallahassee, FL 32399-0850

DEPOSIT

DATE

D580 - AUG 08 1997

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

Re: Initial Application and Tariff of Legacy Long Distance International, Inc. for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

Dear Sir/Madam:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Legacy Long Distance International, Inc..

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

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose.

Questions regarding this filing may be directed to me at (407) 740-8575.

Yours truly,

Thomas M. Forte

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32790-0200
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Winter Park, FL 32789
(407) 740-8575



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NUMBER

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DATE

08/05/97

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