

MICHAEL W. FLEMING
ATTORNEY-AT-LAW

SWIDLER
&
BERLIN
CHARTERED

DIRECT DIAL
(202)945-6951
MWFLEMING@SWIDLAW.COM

May 15, 1997

VIA OVERNIGHT DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

DEPOSIT DATE
D 5 2 6 ⁴⁰ MAY 1 6 1997

970509-TI

Re: Application of Private Communications Corporation

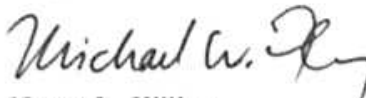
Dear Ms. Bayo:

Enclosed for filing on behalf of Private Communications Corporation ("PCC") are an original and five (5) copies of PCC's Application Form for Authority to Provide Interexchange Telecommunications Service within the State of Florida. Also enclosed is a check in the amount of \$250.00 to satisfy the requisite filing fee.

PCC respectfully submits that the services and products described in the Application Form and the attached Tariff are not within the jurisdiction of the Commission. Nevertheless, in the interest of avoiding future debate regarding compliance with tariffing requirements in Florida, PCC is filing this Application for review.

Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope provided. If you have any questions concerning this filing, please do not hesitate to contact us.

Very truly yours,



Nancy L. Killien
Michael W. Fleming

Counsel for Private Communications Corporation

Enclosures

cc: Andrew P. Laszlo, Esq.

186115.1

Check received with filing and
forwarded to Fiscal for deposit.
Fiscal to forward a copy of check
to RAR with proof of deposit.

Initials of person who forwarded check:

A. J.

DOCUMENT NUMBER-DATE

04902 MAY 16 97

EPSC-RECORDS/REPORTING

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

970599-TI

Re: Application of Private Communications Corporation

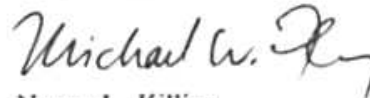
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cc: Andrew P. Laszlo, Esq.

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04902 MAY 16 97

FPSC-RECORDS/REPORTING

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

Private Communications Corporation

**Request for Authority to Provide
Interexchange Telecommunications
Service within the State of Florida**

Docket No. _____

**APPLICATION FORM
for
AUTHORITY TO PROVIDE INTEREXCHANGE TELECOMMUNICATIONS
SERVICE WITHIN THE STATE OF FLORIDA**

DOCUMENT NUMBER-DATE

04902 MAY 16 65

FPSC-RECORDS/REPORTING

1. This is an application for (check one):

- 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).

Private Communications Corporation (sometimes referred to hereinafter as "Private Communications Corporation" and sometimes as "PCC") respectfully submits that the services and products described in this Application Form and the attached Tariff are not within the jurisdiction of the Commission. Nevertheless, in the interest of avoiding future debate regarding compliance with tariffing requirements in Florida, PCC is filing this Application for review.

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.
- Operator Service Provider - 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.

PCC's billing is done by an independent contractor, FirstCall Communications, Inc. ("FirstCall"), which PCC has engaged.

- Multi-Location Discount Aggregator - company contracts with unaffiliated entities to obtain bulk/volume discounts under multi-location discount plans from certain underlying carriers, then offers the resold service by enrolling unaffiliated customers.

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

Private Communications Corporation ("PCC")

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

PCC will market its services under the Private Communications Corporation and directReach trademarks.

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

**Private Communications Corporation
P.O. Box Number 9883
Berkeley, California 94709-0883
Telephone: (510) 644-1883
Facsimile: (510) 644-1926**

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

**Private Communications Corporation
c/o Richard M. Bernstein
Cohen, Berke, Bernstein, Brodie & Kondell, P.A.
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133
Telephone: (305) 854-5900
Facsimile: (305) 857-9322**

7. Structure of organization:

<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Corporation
<input 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 limited partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:

- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
- (2) officer, director, partner, or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with company, give reason why not.

9. If incorporated, please give:

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

Private Communications Corporation was incorporated under the laws of the State of Florida on November 8, 1996. A copy of the Articles of Incorporation, as amended is attached as Exhibit 1.

Corporation charter number: H96000017942

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

**Cober Corporate Agents, Inc.
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133**

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

Not 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 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) Application:

Dana Frix, Esq.
Michael W. Fleming, Esq.
Swidler & Berlin, Chartered
3000 K Street, N.W., Suite 300
Washington, D.C. 20007
Telephone: (202) 424-7500
Facsimile: (202) 424-7645

With copies to:

Andrew P. Laszlo
President
Private Communications Corporation
P.O. Box 9883
Berkeley, CA 94709-0883
Telephone: (510) 644-1883
Facsimile: (510) 644-1926

Richard M. Bernstein
Cohen, Berke, Bernstein, Brodie & Kondell, P.A.
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133
Telephone: (305) 854-5900
Facsimile: (305) 857-9322

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

Andrew P. Laszlo
President
Private Communications Corporation
P.O. Box Number 9883
Berkeley, CA 94709-0883

Telephone: (510) 644-1883

Facsimile: (510) 644-1926

(c) **Tariff:**

**Andrew P. Laszlo
President
Private Communications Corporation
P.O. Box Number 9883
Berkeley, CA 94709-0883
Telephone: (510) 644-1883
Facsimile: (510) 644-1926**

(d) **Complaints/Inquiries from customers:**

Private Communications Corporation maintains a toll-free number, 888-242-8435 through which PCC customers can reach PCC's Customer Services department during regular business hours for assistance with all products or billing inquiries, changes or additions to their accounts, trouble reports or service complaints.

11. **List the states in which the applicant:**

(a) **Has operated as an interexchange carrier.**

None.

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

None.

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

None.

(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 company, or other telecommunications entity and the circumstances involved¹.

None.

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

- | | | | |
|--------------------------|------------------------|--------------------------|-----------|
| <input type="checkbox"/> | Facilities | <input type="checkbox"/> | Operators |
| <input type="checkbox"/> | Billing and Collection | <input type="checkbox"/> | Sales |
| <input type="checkbox"/> | Maintenance | | |
| <input type="checkbox"/> | Other _____ | | |

None.

13. Do you have a marketing program?

Yes.

14. Will your marketing program:

- | | |
|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> | Pay commissions? |
| <input type="checkbox"/> | Offer sales franchises? |
| <input type="checkbox"/> | Offer multi-level sales incentives? |
| <input checked="" type="checkbox"/> | Offer other sales incentives? |

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

PCC expects to enter into revenue sharing alliances with proprietary computer on-line services, Internet Service Providers, Internet chat room services, dating match services, and related enterprises. PCC will also market its services through Internet on-line banners, an Internet Web site, and print and other media advertising.

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

- | | | | |
|-------------------------------------|-----------------------|-------------------------------------|---------------------------|
| <input checked="" type="checkbox"/> | Residential Customers | <input checked="" type="checkbox"/> | Business Customers |
| <input type="checkbox"/> | PATS Providers | <input type="checkbox"/> | PATS Station End-Users |
| <input type="checkbox"/> | Hotels and Motels | <input type="checkbox"/> | Hotel and Motel Guests |
| <input type="checkbox"/> | Universities | <input type="checkbox"/> | Univ. Dormitory Residents |

FORM PSC/CMU 31 (3/96)

Required by Commission Rule Nos. 25-24.471 and 25-24.473.

() Other, _____

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?

PCC's name, or the name of its product directReach, will appear on the bill. Customers will pay for services by credit card on an account established when service is initiated.

Private Communications Corporation maintains a toll-free number, (888) 242-8435 through which PCC customers can reach PCC's Customer Services department during regular business hours for assistance with all products or billing inquiries, changes or additions to their accounts, trouble reports or service complaints.

- (b) Name and address of the firm who will bill for your services.

The Customer will be billed for services provided by the Company on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated credit card company.

PCC's billing is done by an independent contractor, FirstCall Communications, Inc., which PCC has engaged.

18. Please provide all available documentation demonstrating that the applicant has the following capabilities to provide interexchange telecommunications service in Florida.

- A. Financial capability.

Regarding the showing of financial capability, the following applies:

The application should contain the applicant's financial statements, including:

1. the balance sheet
2. income statement
3. statement of retained earnings for the most recent 3 years.

If available, the financial statements should be audited financial statements.

If the applicant does not have audited financial statements, it shall be so stated. The unaudited financial statements should then be signed by the applicant's chief executive officer and chief financial officer. The signatures should affirm that the financial statements are true and correct.

PCC's verified, unaudited financial statements are attached hereto as Exhibit 2.

B. Managerial capability.

See Exhibit 3.

C. Technical capability.

See Exhibit 3.

19. 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).

PCC's proposed tariff is appended hereto as Exhibit 4.

20. 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) (*i.e.*, 1.544 mbs., 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 (*i.e.*, to patrons of hotels, students in universities, patients in hospitals)
 - Available to inmates

Services included are:

- Station assistance
- Person-to-Person assistance
- Directory assistance
- Operator verify and interrupt
- Conference calling

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

The end-user will dial an 800 or 888 number to access these services.

22. Other:


Applicant hereby requests a waiver to maintain its records outside the State of Florida.

**** 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 two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
5. **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.
6. **ACCURACY OF APPLICATION:** By my signature below, I, the undersigned owner or officer of the named utility in the application, attest to the accuracy of the information contained in this application and associated attachments. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is a true and correct statement.

Further, I am aware that, pursuant to Chapter 837.06, Florida Statutes, "Whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree, punishable as provided in s. 775.082 and s. 775-083."

UTILITY OFFICIAL:



Andrew P. Laszlo
President
Private Communications Corporation

4/30/97

Date

(510) 644-1883
Telephone Number

APPENDICES

APPENDIX A	CERTIFICATE TRANSFER STATEMENT
APPENDIX B	CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
APPENDIX C	INTRASTATE NETWORK
APPENDIX D	FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

EXHIBITS

EXHIBIT 1	CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS
EXHIBIT 2	FINANCIAL STATEMENTS
EXHIBIT 3	MANAGERIAL AND TECHNICAL QUALIFICATIONS
EXHIBIT 4	PROPOSED TARIFF

**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

Not applicable. Private Communications Corporation is applying for original authority.

I, (TYPE NAME) _____
(TITLE) _____ of (NAME OF COMPANY)
_____, and current holder of certificate
number _____, have reviewed this application and join in the petitioner's
request for a transfer of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone Number

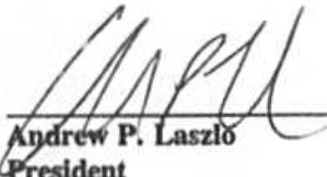
**** APPENDIX B ****

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.)

UTILITY OFFICIAL:



Andrew P. Laszlo
President

4/30/97

Date

Private Communications Corporation

(510) 644-1883

Telephone Number

**** APPENDIX C ****

INTRASTATE NETWORK

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

Not applicable. PCC will operate as a switchless reseller.

- | | |
|----|----|
| 1) | 2) |
| 3) | 4) |

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

Not applicable.

- | | |
|----|----|
| 1) | 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.

Not applicable.

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
1)		
2)		

**** APPENDIX C ****

INTRASTATE NETWORK (continued)

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).

PCC seeks authority to originate interexchange telecommunications service throughout the State of Florida.

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).

As stated above, PCC will operate as a switchless reseller. Accordingly, its underlying carrier will be responsible for complying with EAEA requirements.

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

UTILITY OFFICIAL:



Andrew P. Laszlo

President

Private Communications Corporation

4/30/97

Date

(510) 644-1883

Telephone Number

**** 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).

**** FLORIDA EAS FOR MAJOR EXCHANGES ****

<u>Extended Service</u> <u>Area</u>	<u>with</u>	<u>These Exchanges</u>
PENSACOLA:		Cantonment, Gulf Breeze Pace, Milton Holley-Navarre.
PANAMA CITY:		Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
TALLAHASSEE:		Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
JACKSONVILLE:		Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Vedra and Julington.
GAINESVILLE:		Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
OCALA:		Belleview, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Oklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
DAYTONA BEACH:		New Smyrna Beach.

**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
CLEARWATER:	St. Petersburg, Tampa-West and Tarpon Springs.	
ST. PETERSBURG:	Clearwater.	
LAKELAND:	Bartow, Mulberry, Plant City, Polk City and Winter Haven.	
ORLANDO:	Apopka, East Orange, Lake Buena Vista, Oviedo, Windermere, Winter Garden, Winter Park, Montverde, Reedy Creek and Oviedo-Winter Springs.	
WINTER PARK:	Aopoka, East Orange, Lake Buena Vista, Orlando, Oviedo, Sanford, Windermere, Winter Garden, Oviedo-Winter Springs Reedy Creek, Geneva and Montverde.	
TITUSVILLE:	Cocoa and Cocoa Beach.	
COCOA:	Cocoa Beach, Eau Gallie, Melbourne and Titusville.	
MELBOURNE:	Cocoa, Cocoa Beach, Eau Gallie and Sebastian.	
SARASOTA:	Bradenton, Myakka and Venice.	

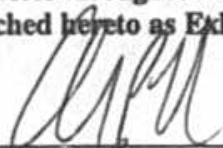
**** APPENDIX D ****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES (continued)

FT. MYERS:	Cape Coral, Ft. Myers Beach, North Cape Coral, North Ft. Myers, Pine Island, Lehigh Acres and Sanibel-Captiva Islands
NAPLES:	Marco Island and North Naples.
WEST PALM BEACH:	Boyston Beach and Jupiter.
POMPANO BEACH:	Boca Raton, Coral Springs, Deerfield Beach and Ft. Lauderdale
FT. LAUDERDALE:	Coral Springs, Deerfield Beach, Hollywood and Pompano Beach.
HOLLYWOOD:	Ft. Lauderdale and North Dade.
NORTH DADE:	Hollywood, Miami and Perrine.
MIAMI:	Homestead, North Dade and Perrine.

Private Communications Corporation seeks authority to originate interexchange telecommunications services throughout the State of Florida at the rates identified in its proposed tariff attached hereto as Exhibit 4.

UTILITY OFFICIAL:



Andrew P. Laszlo
President

4/30/97

Date

Private Communications Corporation

(510) 644-1883

Telephone Number

EXHIBIT 1

- A. **Certification and Articles of Amendment to Articles of Incorporation
(March 5, 1997)**
- B. **Certification and Articles of Amendment to Articles of Incorporation
(December 23, 1996)**
- C. **Certification and Articles of Incorporation (November 8, 1996)**

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 4, 1997, to Articles of Incorporation for PRIVATE COMMUNICATIONS CORPORATION, a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H97000003754. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is P96000092113.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifth day of March, 1997

Authentication Code: 497A00011342-030597-P96000092113-1/1



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION OF
PRIVATE COMMUNICATIONS CORPORATION

Pursuant to the provision of Section 607.1003 and Section 607.1006 of the Florida Business Corporation Act, Private Communications Corporation (the "Corporation") adopts the following Articles of Amendment to its Articles of Incorporation:

1. The Articles of Incorporation are amended by deleting Article VI which relates to the authorized capital stock of the Corporation in its entirety and replacing it with the following new Article VI:

ARTICLE VI

AUTHORIZED SHARES

The authorized capital stock, the par value thereof, and the characteristics of such stock shall be as follows:

<u>NUMBER OF SHARES</u> <u>AUTHORIZED</u>	<u>PAR VALUE</u> <u>PER SHARE</u>	<u>CLASS OF STOCK</u>
2,000,000	\$.01	Common Stock

2. Effective upon the filing of these Articles of Amendment, each share of common stock of the Corporation which was issued and outstanding immediately prior such filing shall be exchanged for 200 shares of common stock of the Corporation upon the surrender of certificates therefor. The implementation of this exchange may be effectuated by the secretary, president or other officer of the Corporation upon surrender to the Corporation by each shareholder of his or her certificates for shares of issued and outstanding common stock.

3. All of the directors and all of the shareholders of the Corporation adopted each amendment by signing a written statement dated as of March 3, 1997 manifesting their intention to adopt same.

DATED: March 4, 1997

Private Communications Corporation, a
Florida corporation

By: 
Richard N. Bernstein, Secretary

Prepared by:
James P. Moskosky, Esq.
Florida Bar No. 727008
2601 So. Bayshore Drive, 19th Fl.
Miami, Florida 33133

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on December 23, 1996, to Articles of Incorporation for PRIVATEL COMMUNICATIONS NETWORK, INC. which changed its name to PRIVATE COMMUNICATIONS CORPORATION, a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H96000017942. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is P96000092113.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-third day of December, 1996

Authentication Code: 596A00057026-122396-P96000092113-1/1



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

**ARTICLES OF AMENDMENT TO THE ARTICLES
OF INCORPORATION OF
PRIVATEL COMMUNICATIONS NETWORK, INC.
a Florida Corporation**

Pursuant to Sections 607.1003 and 607.1006, Florida Business Corporation Act, **PRIVATEL COMMUNICATIONS NETWORK, INC.**, a Florida corporation, hereinafter referred to as the "Corporation," files these Articles of Amendment.

1. Article I of the Articles of Incorporation of Corporation is amended to read as follows:

ARTICLE I

Name

The name of the corporation is: **PRIVATE COMMUNICATIONS CORPORATION**

2. The above amendment was adopted and approved by all of the shareholders and directors of the Corporation on December 16, 1996. The Corporation has one class of outstanding shares of common stock entitled to vote, and the amendment set forth herein was unanimously approved by the shareholders of the Corporation.

IN WITNESS WHEREOF, the undersigned, as President of the Corporation, has executed these Articles of Amendment as of December 23, 1996.

PRIVATEL COMMUNICATIONS NETWORK, INC.



Richard N. Bernstein, President

Prepared by:
Richard N. Bernstein, Esq.
Florida Bar No. 304239
2601 So. Bayshore Drive, 19th Fl.
Miami, Florida 33133
(305) 854-5900

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PRIVATEL COMMUNICATIONS NETWORK, INC., a Florida corporation, filed on November 8, 1996, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H96000015817. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below

The document number of this corporation is P96000092113.

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

Authentication Code: 496A00051380-110896-P96000092113-1/1



CR2EO22 (1-95)

Sandra B. Northam

Sandra B. Northam
Secretary of State

**ARTICLES OF INCORPORATION
OF
PRIVATEL COMMUNICATIONS NETWORK, INC.**

The undersigned, acting as incorporator of **PRIVATEL COMMUNICATIONS NETWORK, INC.** (the "Corporation") under the Florida Business Corporation Act, adopts the following Articles of Incorporation.

ARTICLE I

NAME

The name of the Corporation is: **PRIVATEL COMMUNICATIONS NETWORK, INC.**

ARTICLE II

COMMENCEMENT OF EXISTENCE

The existence of the Corporation will commence on November 8, 1996.

ARTICLE III

DURATION

The duration of the Corporation will be perpetual.

ARTICLE IV

PURPOSE

The general purpose or purposes for which the Corporation is organized is to transact any and all lawful business for which a corporation may be incorporated under the Florida Business Corporation Act.

Prepared by:
Richard N. Bernstein, Esq.
Florida Bar No. 304239
2601 So. Bayshore Drive, 19th Fl.
Miami, Florida 33133
(305) 854-5900

ARTICLE V

PRINCIPAL OFFICE

The principal office of the Corporation shall be:

2601 South Bayshore Drive, 19th Fl.
Miami, Fl. 33133

ARTICLE VI

AUTHORIZED SHARES

The maximum number of shares that the Corporation is authorized to issue is Ten Thousand (10,000) shares of Common Stock at \$.01 par value per share.

ARTICLE VII

INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of the Corporation is 2601 South Bayshore Drive, 19th Floor, Miami, Florida 33133, and the name of the Corporation's initial registered agent at that address is COBER Corporate Agents, Inc.

ARTICLE VIII - INITIAL BOARD OF DIRECTORS

The corporation shall have two (2) directors initially. The number of directors may be increased or diminished from time to time, as provided in the Bylaws. The names and addresses of the directors are:

<u>Name</u>	<u>Address</u>
Richard N. Bernstein	2601 So. Bayshore Dr., 19th Fl. Miami, Fl. 33133
Andrew P. Laszlo	17 Columbia Circle Berkeley, Ca.94708

ARTICLE IX**INCORPORATOR**

The name and street address of the incorporator is:

<u>Name</u>	<u>Address</u>
Richard N. Bernstein	c/o Cohen, Berke, Bernstein, Brodie, Kondell & Laszlo, P.A. 2601 So. Bayshore Drive 19th Floor Miami, Florida 33133

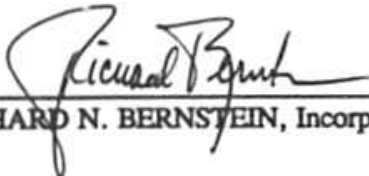
ARTICLE X**INDEMNIFICATION**

To the extent permitted by law, the Corporation shall indemnify any person who was or is a party to any proceeding by reason of the fact that he is or was a director, officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Corporation and, with respect to any criminal action or

proceeding, had no reasonable cause to believe his conduct was unlawful. The Corporation shall reimburse each person for all costs and expenses, including attorneys' fees, reasonably incurred by him in connection with any such liability in the manner provided for by law or in accordance with the Corporation's Bylaws.

The rights accruing to any person under the foregoing provision shall not exclude any other right to which he may be lawfully entitled, nor shall anything therein contain or restrict the right of the Corporation to indemnify or reimburse such person in any proper case even though not specifically provided for herein.

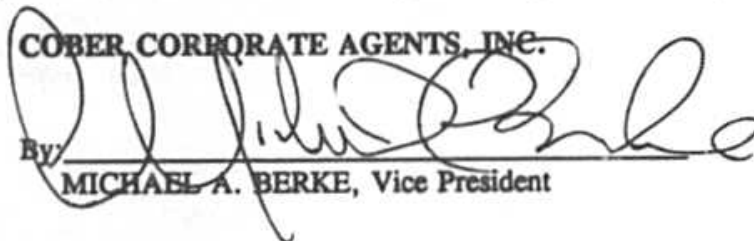
IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 8th day of November, 1996.



RICHARD N. BERNSTEIN, Incorporator

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

Having been designated as registered agent for **PRIVATEL COMMUNICATIONS NETWORK, INC.** in the foregoing Articles of Incorporation, I, on behalf of **COBER Corporate Agents, Inc.**, a Florida corporation, hereby agree to accept service of process for said corporation and to comply with all statutes relative to the complete and proper performance of the duties of a registered agent. I am familiar with and accept the obligations of that position.

COBER CORPORATE AGENTS, INC.
By: 

MICHAEL A. BERKE, Vice President

EXHIBIT 2

Financial Statements, Including Verification

**Private Communications Corporation
Balance Sheet
April 30, 1997**

Assets:

Cash on Hand	\$235,177.61
Deposits	<u>1,000.00</u>
Total Assets	\$236,177.61

Liabilities and Stockholders Equity:

Line of Credit	<u>\$42,945.45</u>
Total Liabilities	\$42,945.45
Paid in Capital	\$240,100.00
Net Income	<u><46,867.84></u>
Total Stockholders Equity	\$193,232.16
Total Liabilities and Stockholders Equity	\$236,177.61

**Unaudited - Compilation Only
Prepared on Cash Basis**


Private Communications Corporation
Profit and Loss Statement
For the Three Month Period January 1, 1997 to April 30, 1997

Gross Revenue	\$ -0-
Expenses:	
Professional Services	\$23,926.02
System Development	12,340.00
Website Administration & Host	1,489.94
Office Expenses	1,279.42
Postage	636.36
Printing	2,192.37
Telephone and Fax	2,078.03
Travel and Meals	2,925.70
Total Expenses	\$46,867.84
Net Loss	< \$46,867.84 >

Unaudited - Compilation Only
Prepared on Cash Basis

VERIFICATION

I, Andrew P. Laszlo, declare under penalty of perjury that I am the President of Private Communications Corporation; that the foregoing financial statements were prepared under my direction and that I have read the foregoing statements; and that the same are true and correct to the best of my knowledge, information, or belief.



Andrew P. Laszlo
President

EXHIBIT 3

Technical and Managerial Qualifications

Andrew P. Laszlo: Mr. Laszlo is a co-founder and the President of the Company, and he serves as a member of its Board of Directors (the "Board"). He received a BA degree in English, with honors, from Wesleyan University and a JD degree, with high honors, from the George Washington University Law School. Subsequently, after working as a Vice President with Origin Technologies, Inc., an entrepreneurial venture which developed and marketed electronic commerce technologies, in 1989 Mr. Laszlo joined Cohen, Berke, Bernstein, Brodie, Kondell & Laszlo, P.A., a commercial law firm located in Miami, Florida. He was admitted as a partner of the firm and practiced corporate law there until 1995 when he left the firm to attend the MBA Program at the Haas School of Business, University of California, at Berkeley. Mr. Laszlo will receive an MBA degree from Haas in May 1997, and he remains a member of the Florida Bar.

Richard N. Bernstein: Mr. Bernstein is a member of the Board and is actively involved in the Company's strategic planning and business development. He received a BA degree in Business Administration, with high honors, from the University of Wisconsin and a JD degree with honors from the University of Miami School of Law. Presently, Mr. Bernstein is the Managing Partner of Cohen, Berke, Bernstein, Brodie & Kondell, P.A., where he specializes in telecommunications and corporate law. He is a former Adjunct Professor at the University of Miami School of Law, and he is a Certified Public Accountant as well as a member of the Florida Bar.

Edward R. Defty: Mr. Defty is a co-founder and the Director of Finance of the Company, and he serves as a member of the Board. He received a BS degree in Mechanical Engineering from the University of California, Davis, and is a former Marine Corps and Navy officer. Mr. Defty is a former Navy fighter pilot and has extensive experience in operations and international management. While stationed in Japan, he co-founded The Isshiki Zoo, an English school, which grew to more than 100 students in its first year. He is presently attending the Haas School of Business, University of California, at Berkeley, and will receive an MBA degree from Haas in May 1977.

Ann Meceda: Ms. Meceda joined the Company in January 1997 as Director of Marketing. Most recently, Ms. Meceda worked as an independent producer of publication/newspaper websites. In addition, Ms. Meceda has five years of extensive experience in the production and marketing of major motion pictures, including such well known films as "Tombstone" and "Die Hard With a Vengeance." Ms. Meceda is currently attending the Haas School of Business at the University of California, Berkeley, and will receive an MBA degree in May 1997. Ms. Meceda graduated magna cum laude / Phi Beta Kappa with a BA in Mass Communication from the University of California, Los Angeles.

Paul Hoff: Hoff joined the Company in January 1997 as Director of Technology. Mr. Hoff has six years of extensive experience in the telecommunications field. Recently, Mr. Hoff was a manager with Andersen Consulting where he oversaw numerous network and telecommunications strategy projects. Mr. Hoff holds a Bachelor's degree in Computer

Science from Duke University and will receive his MBA from the Haas School of Business at the University of California, Berkeley, in May 1997.

EXHIBIT 4

Proposed Tariff

TITLE SHEET

TELECOMMUNICATIONS SERVICES

This tariff applies to the Telecommunications Services furnished by Private Communications Corporation ("PCC" or "Carrier" or "Company") between one or more points in the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at Carrier's principal place of business, 2601 South Bayshore Drive, 19th Floor, Miami, FL 33133.

Issued:

Effective:

Issued by: Andrew P. Laszlo, President
Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

CHECK SHEET

The 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	26	Original
2	Original	27	Original
3	Original	28	Original
4	Original	29	Original
5	Original	30	Original
6	Original	31	Original
7	Original	32	Original
8	Original	33	Original
9	Original	34	Original
10	Original	35	Original
11	Original	36	Original
12	Original	37	Original
13	Original	38	Original
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		

Issued:

Effective:

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Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

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Miami, FL 33133

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Miami, FL 33133

SYMBOLS

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

- D - Delete or Discontinue
- I - Change Resulting In An Increase to A Customer's Bill
- M - Moved From Another Tariff Location
- N - New
- R - Change Resulting In A Reduction to A Customer's Bill
- T - Change In Text or Regulation But No Change In Rate or Charge

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect.

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Miami, FL 33133

TARIFF FORMAT (Cont'd)

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

2.
2.1.
2.1.1.
2.1.1.A.
2.1.1.A.1.
2.1.1.A.1.(a).
2.1.1.A.1.(a).I.
2.1.1.A.1.(a).I.(i).
2.1.1.A.1.(a).I.(i).(1).

- D. Check Sheets - When a tariff filing is made with the 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 pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (*i.e.*, the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Issued:

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Miami, FL 33133

SECTION 1. TECHNICAL TERMS AND ABBREVIATIONS

Authorization Code - A numerical code, one or more of which may be assigned to a Subscriber, to enable Carrier to identify the service Customer so it may rate and bill the call. All authorization codes shall be the sole property of Carrier and no Subscriber shall have any property or other right or interest in the use of any particular authorization code. Automatic numbering identification (ANI) may be used as or in connection with the authorization code.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange company which automatically identifies the local exchange line from which a call originates.

Carrier or Company - Refers to Private Communications Corporation.

Commission - Refers to the Florida Public Service Commission.

Common Carrier - A company or entity providing telecommunications services to the public.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Subscriber or Customer - The person or legal entity which enters into arrangements for Carrier's telecommunications services and is responsible for payment of Carrier's services.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the service, the transmission of data, facsimile, signaling, metering, or other similar communications.

User - The person(s) utilizing Carrier's services.

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Private Communications Corporation
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Miami, FL 33133

SECTION 2. RULES AND REGULATIONS

2.1 Application of Tariff

- 2.1.1 This tariff contains the regulations and rates applicable to intrastate telecommunications services provided by Carrier for telecommunications between points within the State. Carrier provides service to all who purchase service from the Company consistent with all provisions of this tariff. Carrier may act as the Customer's agent for ordering access connection facilities provided by other carrier's or entities when authorized by the Customer, to allow connection of a customer's location to Carrier's services.
- 2.1.2 All service is subject to the availability of suitable facilities of the underlying carrier and the provisions of this tariff.
- 2.1.3 Carrier reserves the right to limit the length of communications or to discontinue furnishing services when necessary because of the lack of satellite or other transmission medium capacity or because of any causes beyond its control or when the Subscriber is using service in violation of the law or the provisions of this tariff.
- 2.1.4 The rates and regulations contained in this tariff apply only to the services furnished by Carrier and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carrier for use in accessing the services of Carrier.
- 2.1.5 The Subscriber is entitled to limit the use of Carrier's services by Users at the Subscriber's facilities, and may use other common carriers in addition to or in lieu of Carrier.

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Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Use of Services

- 2.2.1 Carrier's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services.
- 2.2.2 Carrier's services shall not be used for any unlawful purpose.
- 2.2.3 The use of Carrier's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.
- 2.2.4 The use of Carrier's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.5 Carrier's services are available for use twenty-four hours per day, seven days per week.
- 2.2.6 Carrier does not transmit messages pursuant to this tariff, but its services may be used for that purpose.
- 2.2.7 Carrier's services may be denied for nonpayment of charges or for other violations of this tariff.

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Effective:

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Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, whether in contract or in tort, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, whether in contract or in tort, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service, for any amount in excess of the lesser of \$10.00 or the amount paid by the Subscriber for the services provided by Carrier.

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Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.4 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

2.3.5 Carrier shall not be liable for any claims for loss or damages involving:

- A. Any act or omission of: (1) the Customer, (2) a User, (3) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (4) common carriers or warehousemen;

Issued:

Effective:

Issued by: Andrew P. Laszlo, President
Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 (Cont'd)

- B. Any delay or failure of performance or equipment (a) if and to the extent such delay or failure is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions in the United States, strikes, lockouts, labor difficulties, criminal actions taken against Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or underlying carriers or contractors or any other third parties; and any law, order, regulation or other action of any governing authority or agency thereof; or any other similar cause beyond the reasonable control of Carrier; or (b) provided such delay or failure could not have been prevented by reasonable precautions and cannot be reasonably circumvented by Carrier through the use of alternative sources, work-around plans, or other means. In such event, Carrier is excused from any future performance or observance of the obligation(s) so affected for as long as such circumstances prevail and Carrier continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay.

- C. Any unlawful or unauthorized use of Carrier's facilities and services;

Issued:

Effective:

Issued by: Andrew P. Laszlo, President
Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 (Cont'd)

- D. Libel, slander, invasion of privacy or infringement of patents, trade secrets, or copyrights arising from or in connection with the transmission of communications by means of Carrier-provided facilities or services; or by means of the combination of Carrier-provided facilities or services with Customer-provided facilities or services;
- E. Any breach in the privacy or security of communications transmitted over Carrier's facilities, including claims resulting from a User or Subscriber or any third party accessing or obtaining, through any method, information related to a Subscriber's account, including a Subscriber's ANI or credit card account information.
- F. Changes in any of the facilities, operations or procedures of Carrier that render any equipment, facilities or services provided by the Customer obsolete, or require modification or alteration of such equipment, facilities or services, or otherwise affect their use or performance, except where reasonable notice is required by Carrier and is not provided to the Customer, in which event Carrier's liability is limited as set forth in subsection 2.3.1 of this Section 2.3.
- G. Defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof;

Issued:

Effective:

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2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.5 (Cont'd)

- H. Injury to property or injury or death to persons, including claims for payments made under Workers' Compensation law or under any plan for employee disability or death benefits, arising out of, or caused by, any act or omission of the Customer or User, including persons who use the services provided by Carrier to communicate with a Subscriber, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected, or to be connected to Carrier's facilities, or through the use of Carrier's facilities or services;
- I. Any intentional, wrongful act of a Carrier employee when such act is not within the scope of the employee's responsibilities for Carrier and/or is not authorized by Carrier;
- J. Any representations made by Carrier employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- K. Any act or omission in connection with the provision of 911, E911, or similar services;
- L. Any noncompletion of calls due to network busy conditions;
- M. Any calls not actually attempted to be completed during any period that service is unavailable.

Issued:

Effective:

Issued by: Andrew P. Laszlo, President
Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.6 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, including the Customer, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.

2.3.7 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for claims for libel, slander, or infringement of copyright in connection with the material transmitted over Carrier's facilities; and any other claim resulting from any act or omission of the Customer or patron(s) of the Customer relating to the use of Carrier's facilities.

Issued:

Effective:

Issued by: Andrew P. Laszlo, President
Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.8 Carrier does not guarantee nor make any warranty with respect to installations provided by it for use in an explosive atmosphere.

2.3.9 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities. This statement specifically includes, but is not limited to, facilities or services provided by Internet Service Providers or providers of facilities or services intended to provide encryption of information, communications, or other intelligence.

Issued:

Effective:

Issued by: Andrew P. Laszlo, President
Private Communications Corporation
2601 South Bayshore Drive, 19th Floor
Miami, FL 33133

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.3 Liability of Carrier (Cont'd)

2.3.10 Any claim of whatever nature against Carrier shall be deemed conclusively to have been waived unless presented in writing to Carrier within thirty (30) days after the date of the occurrence that gave rise to the claim.

2.3.11 CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber

2.4.1 The Subscriber is responsible for placing any necessary orders; for complying with tariff regulations; and for assuring that Users comply with tariff regulations. The Subscriber shall ensure compliance with any applicable laws, regulations, orders or other requirements (as they exist from time to time) of any governmental entity relating to services provided or made available by the Subscriber to Users. The Subscriber is responsible for the payment of charges for calls originated or terminated at the Subscriber's numbers which utilize Carrier's services.

2.4.2 The Subscriber shall ensure that the equipment and/or system is properly interfaced with Carrier facilities or services, that the signals emitted into Carrier's network are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, Carrier will permit such equipment to be connected with its channels without use of protective interface devices.

If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Carrier equipment, personnel, or the quality of service to other Subscribers, Carrier may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Carrier may terminate the Subscriber's service pursuant to Section 2.6 of this Tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.4 Responsibilities of the Subscriber (Cont'd)

- 2.4.3 The Subscriber must pay Carrier for replacement or repair of damage to the equipment or facilities of Carrier caused by negligence or willful act of the Subscriber, Users, or others, by improper use of the services, or by use of equipment provided by the Subscriber, Users, or others.
- 2.4.4 The Subscriber is responsible for payment of the charges set forth in this tariff.
- 2.4.5 The Subscriber is responsible for compliance with the applicable regulations set forth in this tariff.

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SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Allowances for Interruptions in Service**

Except as may be provided for elsewhere in this tariff, the following credit allowances for interruptions of the Company's services will be made:

2.5.1 Except as provided for elsewhere in this tariff, for each of the Company's services for which charges are specified on the basis of per minute of use, and in which there may be interruption of an individual call due to a condition in the Company's interexchange facilities, which interruption can be remedied by redialing the call:

1. A credit allowance will be made for that portion of a call which is interrupted due to poor transmission (e.g., noisy circuit), one-way transmission (one party unable to hear the other), involuntary disconnection caused by deficiencies in the Company's service, or is not completed by the Company for reasons other than network busy conditions. To receive a credit, the Customer must notify the Company's Customer service department and furnish information, including the called number, the service subscribed to, the difficulty experienced, and the approximate time the call was placed.
2. Where a call has been disconnected, the Customer will be given a credit allowance equivalent to the charge for the initial minute of the call made to reestablish communications with the other party. Where a call has been interrupted by poor transmission or one-way transmission, the Customer will be given a credit allowance equivalent to the charge for the initial minute of a call made to continue communicating with the other party to the interrupted call. A Customer who has reached a wrong number will be given a credit allowance equivalent to the charge for the initial minute of the call to the wrong number if the Customer reports the problem promptly to the Company.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which Carrier is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E. during any period in which the Customer continues to use the service on an impaired basis;
- F. involving noncompletion of calls due to network busy conditions;

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- G. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- H. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- I. that was not reported to Carrier within thirty (30) days of the date that service was affected.

If the Customer elects to use another means of communications due to one of the above conditions, the Customer must pay the charges for the alternative service used.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Allowances for Interruptions in Service (Cont'd)

2.5.3 Application of Credits for Interruptions in Service

Credits for interruptions of service, for which charges are specified on the basis of per minute of use, shall in no event exceed an amount equal to the charge calculated on the basis of per minute of use under the applicable rate plan selected by the Customer.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services

2.6.1 Without incurring liability, Carrier may discontinue services to a Subscriber or may withhold the provision of ordered or contracted services, subject to the procedures set forth in 2.6.2:

- A. For nonpayment of any sum due Carrier for more than thirty (30) days after issuance of the bill for the amount due,
- B. For the failure of the Subscriber's designated credit card company to accept and process charges for services provided, or to be provided, by the Company,
- C. For violation of any of the provisions of this Tariff,
- D. For violation of any law, rule, regulation or policy of any federal, state, or local governing body;
- E. For violation of any law, rule, regulation or policy of any governing authority having jurisdiction over Carrier's services, or
- F. By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting Carrier from furnishing its services.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

2.6.2 Procedures for discontinuance of existing service:

- A. Carrier may discontinue service without notice for any of the following reasons:
 - 1. If a Subscriber or User causes or permits any signals or voltages to be transmitted over Carrier's network in such a manner as to cause a hazard or to interfere with Carrier's service to others.
 - 2. If a Subscriber or User uses Carrier's services in a manner to violate the law, as reasonably determined by Carrier.
- B. In all other circumstances, Carrier will provide the subscriber with notice stating the reason for discontinuance, and will allow the subscriber up to as much as ten (10) days to remove the cause for discontinuance.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.6 Cancellation or Interruption of Services (Cont'd)

- 2.6.3 Without incurring liability, Carrier may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Subscriber and Carrier's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.
- 2.6.4 Service may be discontinued by Carrier, without notice to the Subscriber, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain customer authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its service. Carrier will restore service as soon as it can be provided without undue risk, and will, upon request by the customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.6.5 Subscriber may discontinue service upon thirty (30) days written notice to Carrier.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.7 Billing Arrangements

The Customer will be billed for services provided by the Company on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated credit card company.

2.8 Validation of Credit

Carrier reserves the right to validate the credit worthiness of any Subscriber or User based on any criteria deemed appropriate by Carrier in its sole discretion.

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.9 Contested Charges

All bills are presumed accurate, and shall be absolutely binding on the Subscriber or User unless objection is received by Carrier in writing within thirty (30) days after such bills are rendered. In the case of a billing dispute between the Subscriber or User and Carrier for service furnished to the Subscriber or User, which cannot be settled with mutual satisfaction, the Subscriber or User can take the following course of action within thirty (30) days of the billing date:

- 2.9.1 First, the Subscriber or User may request in writing, and Carrier will provide, an in-depth review of the disputed amount. (The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnect.)
- 2.9.2 Second, if there is still a disagreement about the disputed amount after the investigation and review by a manager of Carrier, the Subscriber or User may file an appropriate complaint with the Florida Public Service Commission. The address of the Commission is:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850
904/413-6770

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SECTION 2. RULES AND REGULATIONS (Cont'd)

2.10 Deposits

Carrier does not require a deposit from the Subscriber.

2.11 Advance Payments

The Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service, where the Company in its sole discretion determines that such payment is required. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

2.12 Taxes

All federal excise taxes, and state and local sales, use, and similar taxes, including those imposed or collected by the National Exchange Carrier Association, are the responsibility of the Subscriber and are not included in the quoted rates.

2.13 Assignability

Carrier shall have the right to assign its rights and obligations under this Tariff without further notice or consent of Subscriber. Subscriber may assign its rights and obligations to Carrier under this Tariff only with prior written consent of Carrier.

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SECTION 3. DESCRIPTION OF SERVICES

3.1 Timing of Calls

The Customer's long distance usage charge is based on call duration, without regard to time of day, day of week or distance called. Calls are timed by the underlying carrier, whose services are resold by the Company in accordance with its own tariff.

- (i) On all calls, chargeable time begins when the called party picks up the receiver or when a calling party reaches a called party's voice mail.
- (ii) A call is terminated when the calling or called party "hangs up." If the called station "hangs up" but the calling station does not, chargeable time ends when the connection is released by the automatic timing equipment in the network.
- (iii) When the Company's services are directly connected to a Customer-provided communications system at the Customer's premises, chargeable time begins when a call terminates in, or passes through, the first Customer equipment on that Customer provided communications system.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.2 Calculation of Rates and Charges

Rates for the Company's intrastate services are usage sensitive but do not vary according to distance called or the time of day or day of week. No special holiday rates apply. Calls are billed in sixty (60) second billing increments, unless indicated otherwise. The usage rate is based on an initial period of sixty (60) seconds plus any additional period. Billing will be rounded up to the nearest penny for each call.

3.3 Minimum Call Completion Rate

Carrier will ensure an industry standard blocking rate between P.01 and P.02.

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)**3.4 Service Offerings**

Carrier offers long distance, interexchange telephone services that allow residential and business customers to originate and terminate calls at locations within the State of Florida by accessing an 800 or 888 number operated by Carrier and using a personal Authorization Code, which also serves as an extension number.

3.4.1 800 or 888 Service with Call Routing

Carrier will require an applicant for service to satisfactorily establish credit. When a Customer establishes an account with Carrier, he is granted a personal extension number which he assigns to a specific phone number (e.g., home, office, mobile) so that incoming calls are routed to the assigned phone number. By giving another User his extension number in conjunction with Carrier's 800 or 888 number, the Customer is able to receive calls directed through a switch operated by Carrier. Carrier reserves the right to provide service whereby Customers may obtain multiple extension numbers and may assign multiple telephone numbers to various combinations of extension numbers.

The Customer controls all product features through an Interactive Voice Response (IVR) telephone interface by using an ordinary telephone or via an interface accessible on the World Wide Web. Product features that are controlled by the Customer, or are expected to be offered and controlled by the Customer, are:

Registration and activation of the product by providing a valid credit card account number;

Designation of the receiving number to which incoming calls are routed, and such designation may be modified at any time;

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SECTION 3. DESCRIPTION OF SERVICES (Cont'd)

3.4. Service Offerings (Cont'd)

Programming of different receiving numbers for routing of incoming calls at different times of the day;

Termination of an assigned extension number and activation of a new extension number;

Voice mail capability; and

Account review and rate changes.

Services are available on a full time basis, 24 hours a day, seven days a week.

The Company will provide customer support regarding billing and interruptions in service through live operators accessible at PCC's 800 or 888 number.

3.5 Special Promotions

Carrier may from time to time engage in special promotional trial service offerings designed to attract new subscribers or to increase subscriber awareness of a particular service offering. Except for the rates charged under such promotions, all other terms and conditions of service contained in this tariff will apply to Carrier's promotional service offerings. Carrier reserves the right to provide to any Subscriber, selected by Carrier in Carrier's sole discretion, up to 30 minutes of service per month free of charge. Promotional offerings will be provided in accordance with the Commission's rules.

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SECTION 4. RATE SCHEDULES

This section sets forth the rates and charges applicable to Carrier's service offerings.

The Customer has the option of selecting one of three rate plans.

4.1 Plan 1

One-time registration fee of \$6.95 plus \$0.79 per minute of call duration.

For a Subscriber to access account maintenance features, including retrieving voice mail, changing account features, and obtaining usage information, \$0.79 per minute of call duration.

No charge to Subscribers when Users other than the Subscriber are connected to the Subscriber's voice mail.

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SECTION 4. RATE SCHEDULES (Cont'd)

4.2 Plan 2

Monthly fee of \$14.95 for 20 minutes. After 20 minutes in one month, \$0.69 per minute of call duration.

For a Subscriber to access account maintenance features, including retrieving voice mail, changing account features, and obtaining usage information:

- (i) when Subscriber has used less than 20 minutes in one month: usage counted as one minute for each minute of call duration;
- (ii) when Subscriber has used 20 minutes or more in one month: \$0.69 per minute of call duration.

No charge to Subscribers when Users other than the Subscriber are connected to the Subscriber's voice mail.

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SECTION 4. RATE SCHEDULES (Cont'd)

4.3 Plan 3

Monthly fee of \$29.95 for 45 minutes. After 45 minutes in one month, \$0.59 per minute of call duration.

For a Subscriber to access account maintenance features, including retrieving voice mail, changing account features, and obtaining usage information:

- (i) when Subscriber has used less than 45 minutes in one month: usage counted as one minute for each minute of call duration;
- (ii) when Subscriber has used 45 minutes or more in one month: \$0.59 per minute of call duration.

No charge to Subscribers when Users other than the Subscriber are connected to the Subscriber's voice mail.

4.4 Unused Time

Under Plan 2 and Plan 3, any usage time provided with the monthly payment that is not used during the month will not be carried forward to the following month.

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SECTION 4. RATE SCHEDULES (Cont'd)**4.5 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 when the call is placed by a method that would normally incur the surcharge.

Pursuant to Section 25-4.160 of the Florida Administrative Code, the credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the telecommunications relay center will be equal to 50% of the rate under the applicable rate plan. If either the calling party or called party indicates that either party is both hearing and visually impaired, the call shall be discounted at 60% of the applicable rate.

185767.2

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MICHAEL W. FLEMING
ATTORNEY-AT-LAW

SWIDLER
&
BERLIN
CHARTERED

DIRECT DIAL
(202)945-6951
MWFLEMING@SWIDLAW.COM

May 15, 1997

VIA OVERNIGHT DELIVERY

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: Application of Private Communications Corporation

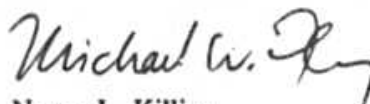
Dear Ms. Bayo:

Enclosed for filing on behalf of Private Communications Corporation ("PCC") are an original and five (5) copies of PCC's Application Form for Authority to Provide Interexchange Telecommunications Service within the State of Florida. Also enclosed is a check in the amount of \$250.00 to satisfy the requisite filing fee.

PCC respectfully submits that the services and products described in the Application Form and the attached Tariff are not within the jurisdiction of the Commission. Nevertheless, in the interest of avoiding future debate regarding compliance with tariffing requirements in Florida, PCC is filing this Application for review.

Please date-stamp the enclosed extra copy of this filing and return it in the self-addressed, postage-paid envelope provided. If you have any questions concerning this filing, please do not hesitate to contact us.

Very truly yours,



Nancy L. Killien
Michael W. Fleming

Counsel for Private Communications Corporation

Enclosures

cc: Andrew P. Laszlo, Esq.

186115.1

MICHAEL W. FLEMING
ATTORNEY-AT-LAW

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MWFLEMING@SWIDLAW.COM

May 15, 1997

VIA OVERNIGHT DELIVERY

DEPOSIT DATE
D 5 2 6 ^{1/10} MAY 16 1997

Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

970599-TL

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Very truly yours,

**SWIDLER & BERLIN
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WASHINGTON, D.C. 20007

FIRST UNION NATIONAL BANK
WASHINGTON, D.C.

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NO 55359

EXACTLY***250*DOLLARS AND*00*CENTS

DATE AMOUNT

03/31/97 *****250.00

GENERAL ACCOUNT
TWO SIGNATURES REQUIRED ABOVE \$10,000

PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISS

