

ORIGINAL

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January 27, 1998

VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

**Re: United States Telecommunications, Inc.
Application for a Certificate of Public Convenience and Necessity to Offer
Interexchange Telecommunications Services**

Dear Ms. Bayo:

Transmitted herewith on behalf of United States Telecommunications, Inc. are an original and twelve (12) copies of its Application for a Certificate of Public Convenience and Necessity to Offer Interexchange Telecommunications Service in the State of Florida. Enclosed is a check for \$250 to cover the requisite filing fee.

Please date-stamp the "Receipt" copy of this filing and return it to the undersigned in the enclosed, self-addressed stamped envelope. Please direct any questions regarding this matter to the undersigned.

Respectfully submitted,



Glenn S. Richards
David S. Konczal
Counsel for United States Telecommunications, Inc.

Enclosures

DOCUMENT NUMBER-DATE

01591 JAN 28 88

FPSC-RECORDS/REPORTING

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

In the matter of the Application of)
United States Telecommunications, Inc.)
for a Certification of Public)
Convenience and Necessity to Offer)
Interexchange Telecommunications)
Services to the Public in the State of)
Florida)

APPLICATION

United States Telecommunications, Inc. ("Applicant"), hereby requests a Certification of Public Convenience and Necessity so that it may provide interexchange telecommunications services in the State of Florida.

In support of its request, Applicant provides below the following information:

**APPLICATION FORM FOR AUTHORITY TO PROVIDE
INTEREXCHANGE TELECOMMUNICATIONS SERVICE
BETWEEN POINTS WITHIN
THE STATE OF FLORIDA**

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).
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:
- United States Telecommunications, Inc.
4. Name under which the applicant will do business (fictitious name, etc.):
- N/A

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

United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618
(813) 963-0004

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

United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618
(813) 963-0004

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.

N/A

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

N/A

- (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:

N/A

- (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.

N/A

9. If incorporated, please give:

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

Applicant is incorporated in the State of Florida.

Corporate charter number: P97000098483

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

N/A

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

N/A

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) The application:

Glenn S. Richards, Esq.
David S. Konczal, Esq.
Counsel for United States Telecommunications, Inc.
Fisher Wayland Cooper Leader & Zaragoza L.L.P.
2001 Pennsylvania Avenue, NW, Suite 400
Washington, DC 20006
(202) 659-3494

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

Stephen D. Henderson
Vice President/Operations
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618
(813) 963-0004

(c) Tariff:

Stephen D. Henderson
Vice President/Operations
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618
(813) 963-0004

(d) Complaints/Inquiries from customers

Terry Bottle
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618
(813) 572-7832

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.

Applicant plans to file an application for certification as an interexchange carrier in California, Florida, Massachusetts, New Jersey, New York, Pennsylvania, and Rhode Island.

(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 involved.

None

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

Facilities

Operators

Billing and Collection

Sales

Maintenance

Other _____

None of the above

13. Do you have a marketing program?

No.

14. Will your marketing program:

N/A.

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

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

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 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 |
| <input type="checkbox"/> 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?

Yes

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

Applicant will bill its customers directly.

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

(a) Financial capability.

1. Balance Sheet -- See Attachment 1
2. Income Statement
3. Statement of Retained earnings for the most recent three years.

Because United States Telecommunications, Inc. was only recently incorporated on November 19, 1997, it is unable to provide an income statement nor a statement of retained earnings at this point.

Pursuant to Section 364.337(1)(3) and 364.339(2), Florida Statutes, effective July 1, 1995, the document attached as Attachment 1 demonstrates that United States Telecommunications, Inc. has the financial ability to:

- (1) Provide the requested service in the geographic area proposed to be served;
- (2) Maintain the requested service; and
- (3) Meet its ownership obligations.

(b) Managerial capability.

United States Telecommunication, Inc., the Applicant herein, has the managerial capability to provide the proposed services. The management team at United States Telecommunications, Inc. is composed of individuals who, collectively, have significant experience in business and in the telecommunications industry. Below is a brief description of the experience of some key management personnel:

President - Richard H. Inzer

Educated with a concentration in business at the University of Arkansas, Mr. Inzer has over thirty-three years of experience in the insurance industry, including eleven years as President of R.L. Inzer & Company, Inc. Throughout his career, Mr. Inzer has been extremely successful in generating sales and developing insurance products. In addition to his articles published in the insurance trade press, Mr. Inzer has received numerous awards for his insurance sales achievements.

Vice-President/Operations - Stephen D. Henderson

Mr. Henderson, a Certified Management Accountant, has over 25 years of significant management experience in the telecommunications industry, with particular expertise in the implementation of billing systems. Mr. Henderson

holds a M.S. in Accounting from California State University at Northridge and a B.S. in Business Administration (Accounting) from California State College at Los Angeles. Most recently, as a consultant with Technology Staffing Resources, Mr. Henderson organized the implementation schedule for MCI's local billing system. From 1989 to 1996, Mr. Henderson served as a Program Manager and a Customer Billing Manager with GTE-Florida in Tampa. In both of these positions, Mr. Henderson managed and directed changes in billing systems. From 1987 to 1989, Mr. Henderson was employed as a Project Manager with GTE Mobilnet in Houston, Texas, where he successfully implemented a system for cellular credit card phones. From 1971 to 1987, Mr. Henderson served in various managerial capacities with GTE California. In all of these positions, Mr. Henderson was intimately involved with GTE's accounting and billing processes.

(c) Technical capability.

Applicant will not construct or own in facilities in Florida, but will purchase capacity from other long distance carriers. In addition to its own technical expertise, Applicant relies on its underlying carrier for its technical expertise.

19. Please submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485.

See Attachment 2

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) (For ex. 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 (for example to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

Services included are:

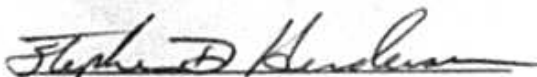
- Station assistance
 - Person to Person assistance
 - Directory assistance
 - Operator verify and interrupt
 - Conference Calling
21. What does the end user dial for each of the interexchange carrier services that were checked in services included (above).
- MTS with statewide flat rates per minute (800)
1 + 800 + access telephone number
22. Other:

PUBLIC INTEREST STATEMENT

Applicant seeks to provide prepaid long distance services to customers in the State of Florida. By obtaining a Certificate of Public Convenience and Necessity, Applicant will be able to provide economic, efficient, and high quality telephone services using existing facilities. Applicant will also bring the benefits of increased competition to Florida telecommunications users, including competitive prices, additional service options, and high service quality.

APPLICANT ACKNOWLEDGMENT STATEMENT

18. **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.
19. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of one and one-half percent on all intra and interstate business.
20. **SALES TAX:** I understand that a seven percent sales tax must be paid on intrastate and interstate revenues.
21. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.
22. **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.
23. **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."


Stephen D. Henderson
Vice President/Operations
United States Telecommunications, Inc.

12/22/97
Date

ATTACHMENTS:

- 1 - BALANCE SHEET, INCOME STATEMENT, STATEMENT OF
RETAINED EARNINGS
- 2 - TARIFF

APPENDICES:

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

ATTACHMENT 1

**Balance Sheet
Income Statement
Statement of Retained Earnings**

Pursuant to Section 364.337(1)(3) and 364.339(2), Florida Statutes, effective July 1, 1995, the document attached hereto demonstrates that United States Telecommunications, Inc. has the financial ability to:

- (1) Provide the requested service in the geographic area proposed to be served;
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- (3) Meet its ownership obligations.

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January 27, 1998

VIA FEDERAL EXPRESS

DEPOSIT DATE
D6 07 -- JAN 26 1998

Ms. Blanca S. Bayo
Director, Division of Records & Reporting
Florida Public Service Commission
Capital Circle Office Center
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: **United States Telecommunications, Inc.**
Application for a Certificate of Public Convenience and Necessity to Offer
Interexchange Telecommunications Services

Dear Ms. Bayo:

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RECEIVED
FLORIDA PUBLIC
SERVICE COMMISSION
98 JUN 18 PM 5
MAIL ROOM

Respectfully submitted

PRIME EQUITIES GROUP INC 07/97 114
IMPRESS ACCOUNT
813-963-0004
13902 N. DALE MABRY STE 149
TAMPA, FL 33618

January 13 19 98

63-465/831

PAY TO THE ORDER OF Florida Public Utilities Commission \$ 250.00/xx

Two Hundred Fifty and 00/100***** DOLLARS

Barnett 840-006
13902 North Dale Mabry Hwy.
Tampa, Florida 33618

FOR U.S. Tel Com

Raymond R Beam

Financial Statement
United States Telecommunications, Inc.

11/30/97

Current Assets

Operating Accounts	\$ 139,650	
Due from Affiliates (Prom. Notes)	1,422,500	
Accounts Receivable (Fees)	120,000	
Business Interests at Cost	2,000,000	
License Fees	240,000	
Total Current Assets		\$3,922,150

Fixed Assets

Furniture and Fixtures	\$ 19,875	
Equipment	9,860	
Accrued Depreciation	<1,211>	
Net Fixed Assets		\$ 28,524

Total Assets **\$3,950,674**

Current Liabilities

Loans From Shareholders	\$ 91,820	
Salaries	9,260	
Accrued Expenses	18,155	
License Fee	240,000	
		<\$ 359,235>

Shareholders Equity **\$3,591,439**

Total Liabilities and Shareholders Equity **\$3,950,674**

ATTACHMENT 2

Tariff

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by United States Telecommunications, Inc. (hereinafter "Carrier") with principal offices at 13902 N. Dale Mabry, Suite 212, Tampa, Florida 33618. This Tariff applies to services furnished within the state of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"), and copies may be inspected, during normal business hours, at Carrier's principal place of business.

Issued: _____

Effective: _____

By:
Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

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 that are currently in effect as of the date on the bottom of this sheet.

<u>SHEET</u>	<u>NUMBER OF REVISION</u> <u>(except as indicated)</u>	<u>EFFECTIVE</u> <u>DATE</u>
1	Original	
2	Original	
3	Original	
4	Original	
5	Original	
6	Original	
7	Original	
8	Original	
9	Original	
10	Original	
11	Original	
12	Original	
13	Original	
14	Original	
15	Original	
16	Original	

Issued: _____

Effective: _____

By:
Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TABLE OF CONTENTS

	<u>Sheet</u>
Check Sheet	2
Explanation of Symbols	5
Tariff Format	6
Section 1 - Definitions	6
Section 2 - Rules and Regulations	8
Section 3 - Services and Rates	16

Issued: _____

Effective: _____

By:
Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

EXPLANATION OF SYMBOLS
AND ABBREVIATIONS

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

Issued: _____

Effective: _____

By:
Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

- A. Sheet Numbering - Sheet numbers appear in the upper-right corner of the sheet. 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 the sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the third 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. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level 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)1
 - 2.1.1.A.1.(a)1(i)
 - 2.1.1.A.1.(a)1(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.

Issued: _____

Effective: _____

By:

Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - DEFINITIONS

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

Carrier - United States Telecommunications, Inc. ("Carrier"), unless the context indicates otherwise.

Commission - Florida Public Service Commission, unless context indicates otherwise.

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

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

Service or Services - The services covered by this Tariff shall include only the State of Florida.

Terminal Equipment - Telecommunications devices, apparatus, and their associated wiring, such as teleprinters, telephone, and data sets.

Issued: _____

Effective: _____

By:
Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 UNDERTAKING OF CARRIER**

Carrier is a resale common carrier providing intrastate communications services to Customers for their direct transmission and reception of voice, data, and other types of telecommunications. Service is available 24 hours a day, seven days a week, throughout the State of Florida.

2.2 LIMITATIONS OF SERVICE

2.2.1 The Carrier offers service to all those who desire to purchase service from the Carrier consistent with all provisions of this Tariff. Customers or subscribers interested in the Carrier's services shall file a service application with the Carrier which fully satisfies the Carrier and identifies the services required.

2.2.2 Service is offered subject to the availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff. Carrier reserves the right not to provide service to or from a location where legally prohibited or the necessary facilities or equipment are not available.

2.2.3 Carrier reserves the right to discontinue furnishing service, upon a written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of any provision in this Tariff, the rules and regulations of the Commission, or the law.

2.2.4 Title to all facilities provided by the Carrier under these regulations remains with the Carrier. Prior written permission from the Carrier 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.

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. This provision does not prohibit an arrangement between the Customer, authorized user, or joint user to share the cost of the service as long as the arrangement generates no profit for any participant in the arrangement.

2.3.1 Minimum Service Period

The minimum period of service is one month (30 days), unless otherwise stated in this Tariff.

Issued: _____

Effective: _____

By:

Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
13902 N. Dale Mabry, Suite 212
Tampa, Florida 33618

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.4 LIABILITY

- 2.4.1 The liability of the Carrier for any claim or loss, expense or damage, due to any interruption, delay, error, omission, or defect in any service, facility, or transmission provided under the Tariff shall not exceed an amount equivalent to the proportionate charge to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs. For the purpose of computing this amount, a month is considered to have 30 days. In no event will Carrier be liable for any indirect, consequential, or special damages, or for any lost profits, even if advised of the possibility of the same.
- 2.4.2 Carrier shall not be liable for any claim or loss, expense, or damage, due to any interruption, delay, error, omission, or other defect in service, facility, or transmission provided under this Tariff, if caused by any person or entity other than Carrier, any malfunction of any service or facility provided by any other carrier, act of God, fire, war, civil disturbance, act of government, or by any other cause beyond Carrier's control.
- 2.4.3 Carrier shall not be liable for and shall be fully indemnified and held harmless by Customer against any claim of loss, expense, or damage, including indirect, special, or consequential damage for:
- A. defamation, libel, slander, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation, or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material, data, information, or content revealed to, transmitted, processed, handled, or used by Carrier under this Tariff;
 - B. connecting, combining, or adapting Carrier's facilities with Customer's apparatus or systems;
 - C. any act of omission by the Customer; or
 - D. any personal injury or death of any person or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use, or removal of equipment or wiring provided by the Carrier, if not caused by gross negligence of the Carrier.
- 2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Carrier.
- 2.4.5 CARRIER MAKES NO WARRANTY REGARDING THE PROVISION OF SERVICE PURSUANT TO THIS TARIFF, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Issued: _____

Effective: _____

By:

Stephen D. Henderson, Vice President
United States Telecommunications, Inc.
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.5 INTERRUPTION OF SERVICE

Credit allowance for interruption of service which is not due to the negligence of Customer or to the failure of channels, equipment, and/or communications systems provided by the Customer and other carriers are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer within his or her control, or is not in wiring or equipment, if any, furnished by Customer and connected to Carrier's terminal.

2.6 RESPONSIBILITY OF THE CUSTOMER

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

- A. Customer is responsible for placing orders for service, paying all charges for service rendered by Carrier, and complying with Carrier's regulations governing the service. Customer is also responsible for assuring that its users comply with regulations.
- B. When placing an order for service, Customer must provide:
 - 1. the name(s) and address(es) of the person(s) responsible for the payment of service charges; and
 - 2. the name(s), telephone number(s), and address(es) of the Customer contact person(s).
- C. 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 Customer or user;
 - 2. improper use of service; or
 - 3. any use of equipment or service provided by others.

2.6.2 Availability of Service for Maintenance, Testing, and Adjustment

Upon reasonable notice, the facilities provided by Carrier shall be made available to Carrier for such tests and adjustments as 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.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)2.6.3 Credit Allowances

- A. Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in facilities or equipment owned, provided and billed for, by Carrier.
- B. Credit allowances for failure of service or equipment starts when 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 Customer.
- C. 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.
- D. Only those portions of the service or equipment 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. interruptions caused by negligence of Customer or his authorized user; or
 - 4. interruptions of service because of the failure of service or equipment provided by Customer, authorized user, or other carriers.

2.6.4 Cancellation by Customer

- A. Customer may cancel service any time after meeting the minimum service period. Termination charges will apply if Customer cancels prior to the expiration of a one-year or multi-year service agreement. Such termination charge will be equal to one month's usage as projected in the Carrier's proposal for service, or the actual average monthly usage to date, whichever is higher, plus the monthly account charge for the remainder of the contract period.
- B. If Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before the service begins, before completion of the minimum service period, or before completion of some other period mutually agreed upon by Customer and Carrier, a charge will be made to Customer for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of Customer by Carrier and not fully reimbursed by installation and monthly charges. If, based on the order, any construction has either begun or been completed, but no service provided, the

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)

nonrecoverable cost of such construction shall be borne by Customer. Such charge will be determined on a case-by-case basis.

2.6.5 Payment and Charges for Service

- A. Charges for service are applied on recurring and nonrecurring bases. Service is billed on a monthly basis. Service continues to be provided until canceled by Customer or by Carrier in accordance with provisions of this Tariff.
- B. The Customer is responsible for payment of all charges for service furnished to the Customer, including, but not limited to all calls originated at the Customer's number(s); received at the Customer's number(s); billed to the Customer's number(s) via third-party billing; incurred at the specific request of the Customer; or placed using a calling card issued to the Customer. The initial billing may include the account set-up charge where applicable. Charges based on actual usage during a month will be billed monthly in arrears. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance.
- C. Service may be denied or discontinued at Carrier's discretion, for non-payment of amounts due to Carrier, past the due date. Restoration of service will be subject to all applicable installation charges.
- D. Customer is liable for all costs associated with collecting past due charges, including all attorneys' fees.
- E. Customers of toll free (e.g., 800 or 888) services are responsible for payment for all calls placed to or via Customer's toll free service number(s). This responsibility is not changed by virtue of any use, misuse, or abuse of Customer's service by Customer-provided systems, equipment, facilities, or services interconnected to Customer's toll free service, or use, misuse, or abuse occasioned by third parties, including, without limitation, Customer's employees, other common carriers, or members of the public who dial Customer's toll free service number(s) by mistake. Carrier reserves the right to not switch Customer's toll free number(s) to another carrier until Customer has paid in full all amounts owed to Carrier for such toll free service.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.6 RESPONSIBILITY OF THE CUSTOMER (continued)

2.6.6 Application of Charges

The charges for service are those in effect for the period that service is furnished. If the charge for a period covered by a bill changes after the bill has been rendered, the bill will be adjusted to reflect the new charges.

2.6.7 Bad Check Charge

Carrier will bill Customer a one-time charge of \$20.00 or five percent of the amount of the check, which ever is greater, if Customer's check for payment of service is returned for insufficient or uncollected funds, closed accounts, or any other insufficiency or discrepancy necessitating return of the check at the discretion of the drawee bank or other financial institution.

2.7 RESPONSIBILITY OF CARRIER

2.7.1 Calculation of Credit Allowance

Pursuant to limitations set forth in Section 2.6.3, 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. Customer shall be credited for an interruption of two hours or more for as long as the interruption continues.
- C. When a minimum usage charge is applicable and Customer fails to meet the minimum usage charge because of a service interruption, a credit shall be applied against that minimum usage charge in the following manner. For each period of two hours that the interruption continues the credit shall equal 1/360th of the monthly minimum charge. Note: in this instance a fractional period of more than one hour shall be treated as a two hour period.
- D. If notice of a dispute as to charges is not received in writing by Carrier within 30 days after billing is received by the Customer, the invoice shall be considered correct and binding on the Customer, unless extraordinary circumstances are demonstrated.

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2.7 RESPONSIBILITY OF CARRIER (continued)**2.7.2 Cancellation of Credit**

Where Carrier cancels a service 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 1/30th of the monthly recurring charge for each day after the service was discontinued. This credit will be issued to Customer or applied against the balance remaining on Customer's account.

2.7.3 Disconnection of Service by Carrier

Carrier may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A. After five (5) days' written notice, for non-payment of any sum due to Carrier for service for more than 30 days beyond the date of rendition of the bill for such service. Notice of disconnection shall be separate and apart from the regular monthly bill for service;
- B. After five (5) days' written notice, in the event of a violation of any regulation governing the service under this Tariff;
- C. After five (5) days' written notice, in the event of a violation of any law, rule, or regulation of any government authority having jurisdiction over the service;
- D. Without notice in the event Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction; or
- E. In the event of fraudulent use of Carrier's network, Carrier will discontinue service and/or seek legal recourse to recover all costs involved in enforcement of this provision.

2.7.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period after service is furnished. Divide that number of days by 30 days (billing period). The result is then multiplied by the applicable monthly service charge to arrive at the appropriate fractional monthly service charge.

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2.8 RESTORATION OF SERVICE

The use and restoration of service in emergencies shall be in accordance with the priority system specified in Part 54, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.9 TAXES

Customer will be billed and is responsible for payment of applicable local, state, and federal taxes assessed in conjunction with service used.

2.10 TIMING OF CALLS**2.10.1 When Billing Charges Begin and Terminate for Phone Calls**

Customer's long distance usage charge is based on the actual usage of Carrier's network. Usage begins when the called party picks up the receiver (i.e., when two-way communication, often referred to as "conversation time," is possible). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. A call is terminated when the calling or called party hangs up. There will be no charge for uncompleted calls.

2.10.2 Billing Increments

Unless otherwise specified in this Tariff, the minimum call duration for billing purposes is one minute for a connected call. Calls beyond one minute are billed in one-minute increments. Billing will be rounded to the nearest penny for each call.

2.11 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 last day of the minimum notification of cancellation or any portion of the last day, after receipt by Carrier of notification of cancellation as described in Section 2.6.4 of this Tariff.

2.12 INTERCONNECTION

2.12.1 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 limitation established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other participating carriers shall be provided at the Customer's expense.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

2.12 INTERCONNECTION (continued)

- 2.12.2 Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting his or her customer provided terminal equipment of communications systems with Carriers' facilities. Customers shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnections.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES

3.1 PREPAID LONG DISTANCE SERVICE

- 3.1.1 Prepaid Long Distance Service provides an outbound voice grade communications service for calls charged to a customer's account, authorized for service by providing payment by an approved credit card, cash, or approved check. The Customer may call the Carrier to extend the available minutes of use by making additional payments.

Price per Unit (measured in one minute increments)

\$2500

3.2 SPECIAL PROMOTIONAL OFFERINGS

- 3.2.1 Carrier may from time to time engage in Special Promotional Offerings or Trial Service Offerings limited to certain dates, times, or location designed to attract new customers or increase Customer usage. In all such cases, the rates charged will not exceed those specified herein.

3.3 EMERGENCY CALLS

- 3.3.1 Customer shall configure its PBX or other switch vehicle from which a customer places a call so that 911 emergency call, where available, and similar emergency calls will be automatically routed to the emergency answering point for the geographical location where the call originated without the intervention of Carrier.

A. 911 calls are not routed but are completed through the local network. No billing applies to emergency calls.

3.4 HANDICAPPED PERSONS

- 3.4.1 Pursuant to Florida Public Service Commission rules and regulations, Carrier will not charge for the first 50 directory assistance calls made each month by a handicapped person.
- 3.4.2 Intrastate toll message rates for TDD users are evening rates for daytime calls and night rates for evening and night calls.

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**** APPENDIX A ****

CERTIFICATE TRANSFER STATEMENT

N/A

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

Signature of owner or chief
officer of the certificate

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.)


Stephen D. Henderson

Vice President/Operations
Title

(813) 963-0004
Telephone Number

12/22/97
Date

**** APPENDIX C ****

INTRASTATE NETWORK

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

N/A

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

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

N/A

- | | |
|----|----|
| 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.

<u>POP-to-POP</u>	<u>TYPE</u>	<u>OWNERSHIP</u>
-------------------	-------------	------------------

N/A

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


All exchanges within 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).

Applicant will provide inter-EAEA services over resold facilities. Intra-EAEA calls will be handled by the Customer's Local Exchange Carrier.

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?


Stephen D. Henderson

Vice President/Operations
Title

(813) 963-0004
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12/23/97
Date

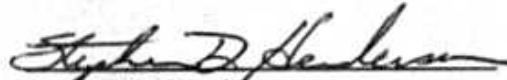
****APPENDIX D****

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

United States Telecommunications, Inc. proposes to provide service throughout the State of Florida.

VERIFICATION

I, Stephen D. Henderson, Vice President/Operations of United States Telecommunications, Inc., do hereby certify under the penalty of perjury that the attached financial statements of United States Telecommunications, Inc. are true and correct to the best of my information, knowledge and belief.



Stephen D. Henderson
Vice President/Operations
United States Telecommunications, Inc.

Date: 12/22/97