



DEPOSIT  
D027 4

DATE  
NOV 02 1998

981491-TT

210 N. Park Ave.  
Winter Park, FL  
32789

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

Tel: 407-740-8575  
Fax: 407-740-0613  
tmi@tminc.com

October 30, 1998  
Via Overnight

Mr. Walter D'Haeseleer, Director Communications  
Florida Public Service Commission  
Division of Communication  
2540 Shumard Oak Boulevard  
Gerald L. Gunter Building, Room 270  
Tallahassee, FL 32399-0850

RE: Initial Application and Tariff of Public Payphone U.S.A., Inc., for Authority to Provide Interexchange Telecommunications Services within the State of Florida.

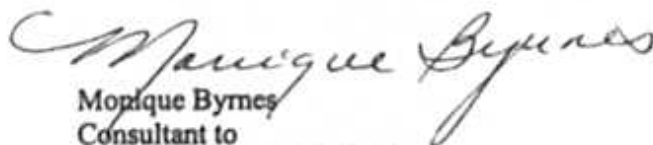
Dear Mr. D'Haeseleer:

Enclosed for filing are the original and six (6) copies of the above-referenced application of Public Payphone U.S.A., Inc. Also enclosed is a \$250 check to cover the filing fee.

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

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

Sincerely,

  
Monique Byrnes  
Consultant to  
Public Payphone U.S.A., Inc.

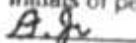
MB/lk

enclosures:

cc: Dave Goodman - PCS  
file: PCS - FL  
tms: FLn9800

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:



DOCUMENT NUMBER-DATE

12186 NOV-2 88

FILE RECORDS/REPORTING



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D027 4 NOV 02 1998

981491-T1

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Sincerely,

*Monique Byrnes*  
Monique Byrnes

DOCUMENT NUMBER - DATE

12186 NOV-2 98

FPSC RECORDS/REPORTING

21332

TECHNOLOGIES MANAGEMENT, INC.  
P.O. BOX 200  
210 N. PARK AVE.  
WINTER PARK, FL 32789-0200  
(407) 740-8575

BARNETT BANK, N.A.  
WINTER PARK, FL 32789

10/30/98

PAY TO THE ORDER OF Florida Public Service Commission

\$ \*\*250.00

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

Florida Public Service Commission  
Records & Reporting  
2540 Shumard Oaks Blvd.  
Tallahassee, FL 32302-1500

TECHNOLOGIES MANAGEMENT, INC.

DOLLARS  
Security features included.  
Details on back.

MEMO Florida Public Service Commission

*C.M. Wightman*

**FLORIDA PUBLIC SERVICE COMMISSION  
DIVISION OF COMMUNICATIONS  
BUREAU OF SERVICE EVALUATION**

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

---

**Instructions**

- A. This form is used for an original application for a certificate and for approval of sale, assignment or transfer of an existing certificate. In case of a sale, assignment or transfer, the information provided shall be for the purchaser, assignee or transferee (See Appendix A).
- B. Respond to each item requested in the application and appendices. If an item is not applicable, please explain why.
- C. Use a separate sheet for each answer which will not fit the allotted space.
- D. If you have questions about completing the form, contact:

**Florida Public Service Commission  
Division of Communications  
Bureau of Service Evaluation  
2540 Shumard Oak Boulevard  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6600**

- E. Once completed, submit the original and six (6) copies of this form along with a non-refundable application fee of \$250.00 to:

**Florida Public Service Commission  
Division of Administration  
2540 Shumard Oak Blvd.  
Gunter Building  
Tallahassee, Florida 32399-0850  
(904) 413-6251**

i. 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.
- 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.
- Prepaid Debit Card Provider** - any person or entity that purchases 800 access from an underlying carrier or unaffiliated entity for use with prepaid debit card service and/or encodes the cards with personal identification numbers.

2. 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.)

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

**Public Payphone U.S.A., Inc.**

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

**Not applicable**

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

**Public Payphone U.S.A., Inc.**  
Street: 11859 Wilshire Boulevard, Suite 600  
City: Los Angeles  
State: California  
Zip Code: 90025

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

**Not applicable**

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 partnership statute (Chapter 620.169 FS), if applicable.
- (b) Indicate if the individual or any of the partners have previously been:
- (1) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings.
  - (2) officer, director, partner or stockholder in any other Florida certificated telephone company. If yes, give name of company and relationship. If no longer associated with the company, give reason why not.

9. If incorporated, please give:

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

Corporate charter number: 88-0336762

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

**NRAI Services, Inc.  
526 E. Park Avenue  
Tallahassee, FL 32301**

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

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

**Not applicable.**

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

(a) The application:

**Monique Byrnes**  
**Consultant to Public Payphone U.S.A., Inc.**  
**Technologies Management, Inc.**  
**P.O. Drawer 200**  
**Winter Park, FL 32790-0200**  
**Telephone: (407) 740-8575**  
**Facsimile: (407) 740-0613**

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

**Joe Pekarovic, Vice President of Sales**  
**Public Payphone U.S.A., Inc.**  
**11859 Wilshire Boulevard, Suite 600**  
**Los Angeles, California 90025**  
**Telephone: (310) 473-6222**  
**Facsimile: (310) 473-3484**  
**Toll-Free: (800) 266-2274**

(c) Tariff:

**Monique Byrnes**  
**Consultant to Public Payphone U.S.A., Inc.**  
**Technologies Management, Inc.**  
**P.O. Drawer 200**  
**Winter Park, FL 32790-0200**  
**Telephone: (407) 740-8575**  
**Facsimile: (407) 740-0613**

(d) Complaints/Inquiries from customers:

**Dave Goodman, Customer Service Manager**  
**Public Payphone U.S.A., Inc.**  
**11859 Wilshire Boulevard, Suite 600**  
**Los Angeles, California 90025**  
**Telephone: (310) 473-6222**  
**Facsimile: (310) 473-3484**  
**Toll-Free: (800) 266-2274**



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 carrier or other telecommunications entity, and the circumstances involved.

**None.**

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

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

13. Do you have a marketing program?

**Yes.**

14. Will your marketing program:

*(David, please call to discuss.)*

- 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.).

*(David, please call to discuss.)*

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

- |                                     |                       |                                     |                           |
|-------------------------------------|-----------------------|-------------------------------------|---------------------------|
| <input type="checkbox"/>            | Residential customers | <input type="checkbox"/>            | Business customers        |
| <input type="checkbox"/>            | PATS providers        | <input checked="" type="checkbox"/> | PATS station end-users    |
| <input type="checkbox"/>            | Hotels & motels       | <input checked="" type="checkbox"/> | Hotel & motel guests      |
| <input type="checkbox"/>            | Universities          | <input type="checkbox"/>            | Univ. dormitory residents |
| <input checked="" type="checkbox"/> | Other:(specify) _____ |                                     |                           |

Public Payphone proposes to offer operator assisted services to the general public as well as collect-only calling from confinement institutions. The billed party will vary based on the billing option selected by the user. Calls may be billed to the users calling card or commercial credit card. Calls may also be billed collect to the called party's business or residence line or to a third party's telephone number. In most cases, calls will appear as a line item on the billed party's local exchange telephone bill.

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, the company's name will appear on customer bills.**

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

**Charges for most calls will appear on the billed party's local exchange bill. Operator assisted calls are billed through billing and collection agreements maintained with local exchange carriers by Public Payphone's billing agent. NBE, Public Payphone's billing agent may be reached at the following address:**

**NBE  
600 Congress Ave (Garden Level)  
Austin, Texas 78701  
Telephone: (310) 473-6222**

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 for the most recent 3 years, including:

1. the balance sheet
2. income statement
3. statement of retained earnings

**See Attachment III.**

Further, a **written explanation**, which can include supporting documentation, regarding the following should be provided to show financial capability.

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

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.

B. Managerial capability.

**See Attachment IV.**

C. Technical capability.

**As a provider of operator services over resold facilities, Applicant relies on the technical expertise of its underlying carrier for maintenance of the network.**

- Travel service**
  - Method of access is 950
  - Method of access is 800
  
- 900 service**
  
- Operator Services**
  - Available to presubscribed customers
  - Available to non presubscribed customers (for example, patrons of hotels, students in universities, patients in hospitals.
  - Available to inmates

**Services included are:**

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

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

**For operator assisted calls, the customer dials "0" plus the destination number. Or the caller may dial "00" to reach a Public Payphone operator directly. "0-" calls are routed to the serving local exchange carrier for handling.**

22. Other:

**\*\* APPLICATION 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 service.

**7. 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:

  
Signature

10/26/98  
Date

**Joe Pekarovic, Vice President of Sales  
Public Payphone U.S.A., Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025  
Telephone: (310) 473-6222  
Facsimile: (310) 473-3484**

**APPENDICES:**

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

**ATTACHMENTS:**

- I - AUTHORITY TO OPERATE IN FLORIDA
- II - PROPOSED TARIFF
- III - FINANCIAL STATEMENTS
- IV - MANAGERIAL AND TECHNICAL CAPABILITIES

**CERTIFICATE OF TRANSFER STATEMENT**

I, \_\_\_\_\_, of Public Payphone U.S.A., Inc., and current holder of certificate number \_\_\_\_\_, have reviewed this application and join in the petitioner's request for a transfer of the above-mention certificate.

**Not Applicable**

**UTILITY OFFICIAL:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client Name and Title

\_\_\_\_\_  
Telephone

**INTRASTATE NETWORK**

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

- 1) None.
- 2)
- 3)
- 4)

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

- 1) None.
- 2)
- 3)
- 4)

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

POP-to-POP	TYPE	OWNERSHIP
------------	------	-----------

- 1) None.
- 2)
- 3)

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

Statewide

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

Not applicable



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


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

**Not applicable**

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

**Not applicable.**

UTILITY OFFICIAL:

  
Signature

10/26/98  
Date

**Joe Pekarovic, Vice President of Sales  
Public Payphone U.S.A., Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025  
Telephone: (310) 473-6222  
Facsimile: (310) 473-3484**

**\*\* 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 \*\***

Extended Service Area with These Exchanges

<b>PENSACOLA:</b>	Cantonment, Gulf Breeze, Pace, Milton Holley-Navarre.
<b>PANAMA CITY:</b>	Lynn Haven, Panama City Beach, Youngstown-Fountain and Tyndall AFB.
<b>TALLAHASSEE:</b>	Crawfordville, Havana, Monticello, Panacea, Sopchoppy and St. Marks.
<b>GAINESVILLE:</b>	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry and Waldo.
<b>OCALA:</b>	Bellevue, Citra, Dunnellon, Forest Lady Lake (B21), McIntosh, Iklawaha, Orange Springs, Salt Springs and Silver Springs Shores.
<b>DAYTONA BEACH:</b>	New Smyrna Beach.
<b>TAMPA:</b>	Central           None East             Plant City North            Zephyrhills South            Palmetto West             Clearwater
<b>CLEARWATER:</b>	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 Creet, and Oviedo-Winter Springs.
WINTER PARK:	Apopka, 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.
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:	Boynton 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.

**Public Payphone U.S.A., Inc. intends to offer service throughout the State of Florida.**

**ATTACHMENT I**

**AUTHORITY TO OPERATE IN FLORIDA**

## APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

1. Public Payphone U.S.A. Inc.  
(Name of corporation; must include the word "INCORPORATED", "COMPANY", "CORPORATION" or words or abbreviations of like import in language as will clearly indicate that it is a corporation instead of a natural person or partnership if not so contained in the name at present.)
2. Nevada  
(State or country under the law of which it is incorporated)
3. 88-0290604  
(FEI number, if applicable)
4. July 27, 1992  
(Date of incorporation)
5. Perpetual  
(Duration: Year corp. will cease to exist or "perpetual")
6. upon qualification  
(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)
7. 11859 Wilshire Blvd, #600  
Los Angeles, CA 90025  
(Current mailing address)
8. Long Distance Telecommunication Services  
(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)
9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)
 

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue  
Tallahassee, Florida, 32301  
(Zip code)

10. Registered agent's acceptance:

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

*Tina Leland*

(Registered agent's signature)

Tina Leland-Ass. Sec. of NRAI Services, Inc.

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

2. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

FILED  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 98 MAY - 1 AM 11:34

U. Box NOT acceptable)

Chairman: Joseph Fryzer

Address: 11859 Wilshire Blvd., Ste. 600, Los Angeles, CA 90025

Vice Chairman: Paul S. Jennings

Address: 11859 Wilshire Blvd., Ste. 600, Los Angeles, CA 90025

Director:

Address:

Director:

Address:

**B. OFFICERS (Street address only - P.O. Box NOT acceptable)**

President: Joseph Fryzer

Address: 11859 Wilshire Blvd., Ste.600, Los Angeles, CA 90025

Vice President: Paul S. Jennings

Address: 11859 Wilshire Blvd., Ste.600, Los Angeles, CA 90025

Secretary: Paul S. Jennings

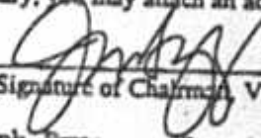
Address: 11859 Wilshire Blvd., Ste.600, Los Angeles, CA 90025

Treasurer: Paul S. Jennings

Address: 11859 Wilshire Blvd., Ste. 600, Los Angeles, CA 90025

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 MAY - 11 AM 11:34

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

3.   
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

4. Joseph Fryzer - President

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

**ATTACHMENT II**

**PROPOSED TARIFF**

**Specialized Common Carrier Service  
Regulations and Rates**

**of**

**PUBLIC PAYPHONE U.S.A., INC.**

This tariff includes the rates, charges, terms and conditions of service for the provision of switched interstate telecommunications services provided by Public Payphone U.S.A., Inc. This tariff applies to services furnished within the State of Florida. This tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's main office located at 11859 Wilshire Boulevard, Suite 600, Los Angeles, CA 90025.

---

**Issued: November 2, 1998**

**Effective:**

**Issued by:**

**Joe Pekarovic, Vice President of Sales  
Public Payphone U.S.A., Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025**



**CHECK SHEET**

The Title Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

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\* Indicates pages included with this filing.

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**SYMBOLS**

Changes to this tariff shall be identified on the revised page(s) through the use of symbols. The following are the only symbols used for the purposes indicated below:

- (D) - To signify a discontinued rate or regulation.
- (I) - To signify an increase in rate or charge.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify a new rate or regulation.
- (R) - To signify a reduced rate or charge.
- (T) - To signify a change or regulation but no change in rate or charge.

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**SECTION 1 - TERMS AND ABBREVIATIONS**

**Access Line** - An arrangement which connects the Customer's telephone to a Public Payphone designated switching center or point of presence.

**Aggregator** - A Customer of the Company, including any person, firm, corporation, or other legal entity which contracts with Public Payphone for installation of the Company's services and makes such services available for use by guests, patrons, visitors or other transient third parties at the Aggregator's location. The Aggregator is responsible for compliance with the terms and conditions of this tariff.

**Authorized User** - A person, firm, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Company's services under the terms and regulations of this tariff.

**Commission** - Refers to the Florida Public Service Commission.

**Company or Carrier** - Public Payphone U.S.A., Inc., unless otherwise clearly indicated by the context.

**Confinement Institution** - Used throughout this tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with Public Payphone for the provision of service for use by their Inmate population.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Company to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Company's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. The term Customer includes persons, firms, partnerships, corporations or other legal entities who do not have a pre-existing account or relationship with the Company but use the services of the Company on a per call basis from Aggregator locations or through equipment provided by an Aggregator. In the case of collect-only calling services provided to Inmates of Confinement Institutions, the called party is the Customer and is responsible for payment of charges.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

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**SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)**

**Inmates** - The confined population of Institutions.

**Institutions** - See Confinement Institution.

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company.

**Operator Station Call** - A service whereby the caller places a non-Person to Person call with the assistance of an operator (live or automated).

**Pay Telephone** - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions. Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

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

**Premises** - The physical space designated by the Customer for the termination of the Company's service.

**Public Payphone** - Used throughout this tariff to refer to Public Payphone .S.A., Inc.

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**SECTION 1 - TERMS AND ABBREVIATIONS (CONT'D)**

**Subscriber** - Used throughout this tariff to refer to Customers, Aggregators or Institutions which arrange for the Company to provide, discontinue or rearrange for telecommunication services on behalf of itself or others.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**V & H Coordinates** - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of Public Payphone U.S.A., Inc.**

- 2.1.1** The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way communications originating and terminating between points within the State of Florida. The Company's services and facilities are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.2** The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.
- 2.1.3** Public Payphone arranges for installation, operation, and maintenance of the communications services provided in this tariff for Customers in accordance with the terms and conditions set forth under this tariff. Public Payphone may act as the Subscriber's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Subscriber's location to the Public Payphone network. The Subscriber shall be responsible for all charges due for such service arrangements.

**2.2 Use of the Company's Service**

- 2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.
- 2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.3** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.3 Limitations**

- 2.3.1 The Company reserves the right to discontinue service when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this tariff, or in violation of the law.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Account Codes or Authorization Codes, when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6 Service provided to Institutions for use by Inmates may be restricted or otherwise limited under the direction of authorized personnel of the Institution's administration at their own discretion.

**2.4 Assignment and Transfer**

- 2.4.1 All facilities provided under this tariff are directly or indirectly controlled by Company and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.5 Liability of the Company**

- 2.5.1** The Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed \$100.00 or an amount equivalent to the proportionate charge to the Customer as described in Section 2.10, whichever is greater, for the period during which the faults in transmission occur.
- 2.5.2** The Company shall not be liable for any claim or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** The Company shall not be liable for, and shall be fully indemnified and held harmless by the Subscriber against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, 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 out of the material, data, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Subscriber; or for any personal injury or death of any person caused directly or indirectly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.5.4** The Company shall not be liable for any defacement of or damages to the premises of a Subscriber resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.5.5** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.5 Liability of the Company (Cont'd)**

**2.5.6** The liability of the Company 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.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.5 Liability of the Company (Cont'd)**

**2.5.7** The Company shall be indemnified and saved harmless by the Subscriber from and against all loss, liability, damage and expense, including reasonable counsel fees, due to:

- 1) Any act or omission of: (a) the Subscriber, (b) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by the Company; or (c) common carriers, except as contracted by the Company;
- 2) Any delay or failure of performance or equipment due to causes beyond the Company's control, including but not limited to, acts of God, fires, floods, earthquakes, hurricanes, or other catastrophes; national emergencies, insurrections, riots, wars or other civil commotions; strikes, lockouts, work stoppages or other labor difficulties; criminal actions taken against the Company; unavailability, failure or malfunction of equipment or facilities provided by the Subscriber or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- 3) Any unlawful or unauthorized use of the Company's facilities and services;
- 4) Breach in the privacy or security of communications transmitted over the Company's facilities;
- 5) Any noncompletion of calls due to network busy conditions;
- 6) And any other claim relating to the use of or furnishing of use of the Company's services or facilities which resulted from any act or omission of the Subscriber, Authorized Users, inmates, guests, patrons, visitors or other transient third parties using the services of the Company through the Company's or Subscriber's equipment; or any other entity.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.6 Responsibilities of the Subscriber or Customer**

2.6.1 The Subscriber is responsible for making proper application for service; placing any necessary orders; for complying with tariff regulations; and payment of charges for services provided. Specific responsibilities include, but are not limited to the following:

- 1) 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 to other users by the Subscriber.
- 2) If required for the provision of the Company's services, the Subscriber must provide any equipment space, supporting structure, conduit and electrical power without charge to the Company.
- 3) The Subscriber is responsible for arranging access to its premises at times acceptable to the Company when required for the Company personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of Public Payphone's services.
- 4) The Subscriber shall ensure that any Subscriber provided equipment and/or systems are properly interfaced with Company facilities or services, that the signals emitted into Company's network are of the proper mode, bandwidth, power, and signal level for the intended use 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 Customers.
- 5) The Subscriber must pay the Company for replacement or repair of damage to the equipment or facilities of the Company caused by negligence or willful act of the Subscriber or others, by improper use of the services, or by use of equipment provided by the Subscriber or others.
- 6) The Subscriber must pay for the loss through theft of any Company equipment installed at Subscriber's premises.
- 7) The Subscriber is responsible for establishing its identity as often as necessary during the course of a call.
- 8) The Subscriber is responsible for identifying the station, party, or person with whom communications is desired and/or made at the called number.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Billing and Payment For Service (Cont'd)****2.7.4 Taxes**

Public Payphone reserves the right to bill any and all applicable taxes in addition to any recurring, non-recurring, per call charges, usage charges or charges for special arrangements and construction, including, but not limited to any Federal Excise Tax, State Sales Tax, Municipal Taxes and Gross Receipts Tax. Unless otherwise specified in this tariff, such taxes will be itemized separately on Customer bills.

**2.7.5 Late Payment Fees**

For services billed directly by the Company, Public Payphone reserves the right to assess a late payment fee of 1.5% per month on any past due balance. For service billed on behalf of the Company, any applicable late payment fees will be assessed according to the terms and conditions of the Company's billing agent.

**2.7.6 Return Check Charge**

The Company reserves the right to assess a return check charge of up to \$25.00 for checks returned for insufficient funds if the face value does not exceed \$50.00, \$30.00 if the face value does exceed \$50.00 but does not exceed \$300.00, \$40.00 if the face value exceeds \$300.00 or 5% of the value of the check, whichever is greater.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.7 Billing and Payment For Service (Cont'd)**

**2.7.7 Minimum Service Period**

The minimum period for which services are provided and for which rates and charges are applicable is one (1) month unless otherwise specified in this tariff or by mutually agreed upon contract. When a service is discontinued prior to the expiration of the minimum period, charges are applicable, whether the service is used or not.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.7 Billing and Payment For Service (Cont'd)****2.7.8 Validation of Credit**

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit limit. Where a requested billing method cannot be validated or maximum credit limit established, the Company may refuse to provide service or otherwise restrict or interrupt service to a Customer. The Company may also refuse service for invalid telephone numbers, invalid calling card or commercial credit card numbers, refusal of a called party to accept responsibility for payment, failure to keep the outstanding balance due below the credit limit or any other circumstances which may prevent the Company from collecting the charges due for a call.

Service provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

**2.8 Deposits**

The Company does not require deposits.

**2.9 Advance Payments**

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, Public Payphone reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.10 Refunds or Credits for Service Outages or Interruptions**

**2.10.1** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify Company 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 within his or her control, or is not in wiring or equipment, if any, furnished by Customer.

**2.10.2** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each day that the interruption continues. The formula used for computation of credits is as follows:

$$\text{Credit} = A/720 \times B$$

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

**2.10.3** For usage sensitive long distance services, credits will be limited to, at maximum, the price of the initial period of the individual call that was interrupted plus any operator service charges or surcharges required to reconnect the caller.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.11 Cancellation or Termination of Service****2.11.1 Cancellation by Company**

- A) The Company may terminate service to a Customer for nonpayment of undisputed charges or other violation of this tariff or provision of law upon five (5) days written notice to the Customer without incurring any liability for damages due to loss of telephone service to the Customer. Charges will not be considered past due until twenty (20) days from the closing date printed on the Customer's bill.
- B) The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Subscriber shall be given five (5) days notice to comply with any rule or remedy any deficiency:
- 1) For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
  - 2) For use of telephone service for any purpose other than that described in the application.
  - 3) For neglect or refusal to provide reasonable access to Public Payphone or its agents for the purpose of inspection and maintenance of equipment owned by Public Payphone or its agents.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.11 Cancellation or Termination of Service (Cont'd)**

**2.11.1 Continued**

**B) Continued**

- 4) For noncompliance with or violation of Commission regulation or Public Payphone's rules and regulations on file with the Commission.
- 5) Without notice in the event of Subscriber use of equipment or services in such a manner as to adversely affect the Company's equipment or service to others.
- 6) Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- 7) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Public Payphone may, before restoring service, require the Subscriber to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- 8) Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits the Company from furnishing such services.
- 9) For periods of inactivity over sixty (60) days.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)****2.12 Interconnection**

Service furnished by Public Payphone may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Subscriber is responsible for all charges billed by other carriers for use in connection with the Company's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Subscriber.

**2.13 Subscriber Provided Equipment**

**2.13.1** The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Subscriber. The Subscriber is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Public Payphone's service.

**2.13.2** When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry. The Subscriber is responsible for ensuring that Subscriber-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Subscriber's expense, subject to prior Subscriber approval of the equipment expense.

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**SECTION 2 - RULES AND REGULATIONS (CONT'D)**

**2.14 Company Provided Equipment**

The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Subscriber. The Subscriber may not nor may they permit others to rearrange, disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.

**2.15 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 General**

Public Payphone provides operator assisted calling services for communications originating and terminating within the State of Florida. The Company's services are available twenty-four hours per day, seven days a week. Unless otherwise specified in this tariff, intrastate service is offered in conjunction with interstate service.

Customers reselling or rebilling telecommunications Public Payphone services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

In addition, the Company offers automated operator assisted collect-only calling services for use by inmates of prisons, jails or other Confinement Institutions. Inmate access to the Company's services may be restricted by the administration of the Institution served.

Customers are charged individually for each call placed through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of the Company's services and network.

**3.2 Quality and Grade of Service Offered**

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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Joe Pekarovic, Vice President of Sales  
Public Payphone U.S.A., Inc.  
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Los Angeles, California 90025

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.3 Timing of Calls**

- 3.3.1 Billing for calls placed over the Public Payphone network is based in part on the duration of the call as follows, unless otherwise specified in this tariff.
- 3.3.2 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection. For Collect Calls, charges apply only if the called party accepts the responsibility for payment. For Person to Person Calls, charges apply only if the calling party is connected with the designated called party or an agreed upon substitute.
- 3.3.3 Chargeable time for each call ends when one of the parties disconnects from the call.
- 3.3.4 Unless otherwise specified in this tariff, the minimum Initial Period for billing purposes is one (1) minute.
- 3.3.5 Unless otherwise specified in this tariff, billing for Additional Periods (usage after the Initial Period) is in full one (1) minute increments.
- 3.3.6 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, the Company will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

**3.4 Rate Periods and Holidays**

3.4.1 For time of day sensitive services, the following rate periods apply unless otherwise specified in this tariff:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD					EVE	
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

\* Up to but not including.

3.4.2 Calls are billed based on the rate in effect for the actual time period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rates in effect in that boundary for each portion of the call, based on the time of day at the Customer location.

3.4.3 For services subject to holiday discounts, the following are Company recognized national holidays, determined at the location of the calling station. The evening rate is used on national holidays, unless a lower rate normally would apply.

New Year's Day	January 1
Memorial Day	As Federally Observed
Independence Day	July 4
Thanksgiving Day	As Federally Observed
Christmas Day	December 25

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.5 Calculation of Distance**

**3.5.1** Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points. The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC tariff No. 4.

**3.5.2** The airline distance between any two wire centers is determined as follows:

Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.

Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.

Step 3 - Square the differences obtained in Step 2.

Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.

Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.

Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

**3.5.3** The formula for distance calculations is:

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

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Operator Assisted Calling**

Public Payphone's Long Distance Operator Assisted Calling is available for use by transient end users served from Aggregator locations. Calls are billed in one minute increments, with additional per call charges reflecting the level of operator assistance and billing arrangement requested by the Customer.

**3.6.1 Operator Service Call Types**

- A) Customer Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card. The Customer must dial the destination telephone number and card number where the capability exists for the Customer to do so.
- B) Operator Dialed Calling/Credit Card Call - This charge applies in addition to long distance usage charges for station to station calls billed to an authorized Calling Card or Commercial Credit Card and the operator dials the destination telephone number at the request of the Customer.
- C) Operator Station - These charges apply in addition to long distance usage charges for non-Person-to-Person calls placed using the assistance of a Company operator and billed to the originating line, Collect, to a Third Party, by deposit of coins in Pay Telephones, or via some method other than a Calling Card or Commercial Credit Card.
- D) Person-to-Person - This charge applies in addition to long distance usage charges for calls placed with the assistance of a Company operator to a particular party at the destination number. This charge applies regardless of billing method, including but not limited to billing to the originating line, a Calling Card, Commercial Credit Card, Collect, by deposit of coins in Pay Telephones, or to a Third Party. Charges do not apply unless the specified party or an acceptable substitute is available.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.6 Operator Assisted Services (Cont'd)****3.6.2 Available Billing Arrangements**

- A) Calling Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved LEC-issued calling card. The terms and conditions of the local exchange carrier apply to payment arrangements.
- B) Credit Card - A billing arrangement whereby the originating caller may bill the charges for a call to an approved commercial credit card. The terms and conditions of the credit card company apply to payment arrangements.
- C) Collect Billing - A billing arrangement whereby the originating caller may bill charges for a call to the called party, provided the called party agrees to accept the charges. The terms and conditions of the called party's local exchange company apply to payment arrangements.
- D) Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number. The terms and conditions of the third party's local exchange company apply to payment arrangements.

**3.6.3 Operator Dialed Surcharge**

This charge applies to Operator Station and Person-to-Person calls for which the caller has the ability to dial the called number, but chooses instead to have the Company operator perform the dialing. This charge is in addition to long distance usage charges and applicable operator service charges.

**3.6.4 Set Use Fee**

A per-call Set Use Fee applies for the use of telecommunications facilities and equipment for calls placed from a Pay Telephone. This charge is at the option of the payphone provider and is in addition to usage and per-call operator service charges. Such charges are assessed on each operator assisted call and remitted to the provider of the Pay Telephone equipment.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)****3.7 Institutional Operator Assisted Calling**

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by Public Payphone. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the institution.

For services provided to Inmates of Institutions, the following special conditions apply:

- a. Calls to "900", "976" or other pay-per-call services are blocked by Public Payphone.
- b. At the request of the Institution, Public Payphone may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, Public Payphone may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, Public Payphone may block Inmate access to specific telephone numbers.
- e. Availability of Public Payphone's services may be restricted by the Institution to certain hours and/or days of the week.

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**SECTION 3 - DESCRIPTION OF SERVICES (CONT'D)**

**3.7 Institutional Operator Assisted Calling, (Cont'd)**

- f. At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning Public Payphone's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g. At the request of the Institution, Public Payphone may impose time limits on local and long distance calls placed using its services.
- h. At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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**SECTION 4 - RATES****4.1 Exemptions and Special Rates****4.1.1 Discounts for Hearing Impaired Customers**

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

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

**4.1.2 Operator Assistance for Handicapped Persons**

Operator station surcharges will be waived for operator assistance to a caller who identified him or herself as being handicapped and unable to dial the call because of the handicap.

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**SECTION 4 - RATES (CONT'D)**

**4.1 Exemptions and Special Rates (Cont'd)**

**4.1.3 Directory Assistance Exemptions**

Directory Assistance is not provided by the company.

**4.1.4 Emergency Call Exemptions**

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

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## SECTION 4 - RATES (CONT'D)

## 4.2 Operator Assisted Services

## 4.2.1 IntraLATA Rates and Charges

The following rates and charges apply to intraLATA calls placed by customers from Aggregator locations. Service is billed in one minute increments following an initial one minute increment.

## USAGE CHARGES:

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
All	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500	\$0.2500

## PER CALL SERVICE CHARGES:

Customer Dialed Calling Card	\$0.95
Customer Dialed Credit Card	\$1.25
Operator Dialed Calling Card	\$1.25
Operator Dialed Credit Card	\$1.25
Operator Station	
Billed Collect	\$1.25
Billed to Third Party	\$1.25
Billed to Other	\$1.25
Person-to-Person	
All Billing Methods	\$3.75
Operator Dialed Surcharge	\$0.60
Set Use Fee	\$0.25

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## SECTION 4 - RATES (CONT'D)

## 4.2 Operator Assisted Services (Cont'd)

## 4.2.2 InterLATA Rates and Charges

The following rates and charges apply to interLATA calls placed by customers from Aggregator locations. Service is billed in one minute increments following an initial one minute increment.

## USAGE CHARGES:

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
All	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600

## PER CALL SERVICE CHARGES:

Customer Dialed Calling Card	\$1.25
Customer Dialed Credit Card	\$1.50
Operator Dialed Calling Card	\$2.25
Operator Dialed Credit Card	\$2.25
Operator Station	
Billed Collect	\$2.45
Billed to Third Party	\$2.45
Billed to Other	\$2.45
Person-to-Person	
All Billing Methods	\$6.50
Operator Dialed Surcharge	\$1.50
Set Use Fee	\$0.25

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**SECTION 4 - RATES (CONT'D)****4.3 Institutional Operator Assisted Services****4.3.1 InterLATA Rates and Charges**

The following rates and charges apply to interLATA calls placed by inmates of confinement institutions. Service is billed in one minute increments following an initial one minute increment.

Mileage Band	Day		Evening		Night/Weekend	
	1st Minute	Add'l Minute	1st Minute	Add'l Minute	1st Minute	Add'l Minute
All	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600	\$0.2600

**PER CALL CHARGES:**

Per Inmate Collect-Only Call:

Station to Station:	\$3.00
Person to Person:	\$6.50

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**SECTION 5 - CONTRACTS AND PROMOTIONS****5.1 Contracts**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for a fixed period of time following the initial offering to the first contract Customer as specific in each individual contract.

**5.2 Promotions**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some or all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration. Such promotions shall be made available to all similarly situated Customers in the target market area.

**5.3 Demonstration of Service Promotion**

From time to time the Company may demonstrate service for potential Customers by providing free use of its network on a limited basis for a period of time, not to exceed one (1) month. Demonstration of service and the type, duration or quantity of service provided will be at the Company's discretion.

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## **ATTACHMENT III**

### **FINANCIAL STATEMENTS**

1. Please provide documentation that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.
2. Please provide documentation that the applicant has sufficient financial capability to maintain the requested service.
3. Please provide documentation that the applicant has sufficient financial capability to meet its lease or ownership obligations.

**NOTE:** This documentation may include, but is not limited to, financial statements, a projected profit and loss statement, credit references, credit bureau reports, and descriptions of business relationships with financial institutions.

## **Statement of Financial Capability**

Public Payphone U.S.A., Inc. is a wholly owned subsidiary of Public Communications Services, Inc. The parent company has sufficient financial capability to provide the requested telecommunication services in Florida, the financial capability to maintain these services, and the financial capability to meet its lease and ownership obligations. Attached are consolidated balance sheets and income statements for Public Communications Services, Inc. and its subsidiaries.

PUBLIC COMMUNICATIONS SERVICES (Consolidated)  
BALANCE SHEET  
JULY 31, 1998

## ASSETS

	JULY 31, 1998		MARCH 31, 1997	
<b>Current assets:</b>				
1.0 Cash in banks and on hand	\$ 20,605	0.2 %	\$ 763,129	19.7 %
4.1 Trade receivables - general	3,601,223	46.0 %	2,822,395	73.0 %
9.7 Advance - P.J.J. Communications	75,000	1.0 %	0	0.0 %
9.8 Advance - PCS Companies	3,229,514	41.3 %	(207,775)	0.0 %
	<u>6,926,342</u>	<u>88.5 %</u>	<u>3,377,749</u>	<u>87.3 %</u>
<b>Fixed assets:</b>				
12.1 Building improvements	3,697	***. * %	3,697	0.0 %
12.4 Furniture & fixtures	434,907	5.6 %	360,265	9.3 %
12.8 Office equipment/Computers	644,489	8.2 %	309,875	8.0 %
13.0 Accumulated depreciation	(303,857)	0.0 %	(303,857)	0.0 %
	<u>779,236</u>	<u>10.0 %</u>	<u>369,980</u>	<u>9.6 %</u>
<b>Other assets:</b>				
17.9 Investment - Columbine Financial	25,000	0.3 %	25,000	0.6 %
18.0 Bonus Advance - Riverside Cty Sher.	94,611	1.2 %	94,611	2.4 %
	<u>119,611</u>	<u>1.5 %</u>	<u>119,611</u>	<u>3.1 %</u>
<b>TOTAL ASSETS</b>	<u><u>7,825,189</u></u>	<u>100.0 %</u>	<u><u>3,867,340</u></u>	<u>100.0 %</u>

## LIABILITIES AND CAPITAL

<b>Current liabilities:</b>				
20.0 Accrued expenses	3,669,941	46.9 %	1,521,004	39.3 %
20.3 Payable - 8611 Venice Blvd. Corp	172,446	2.2 %	172,446	4.5 %
	<u>3,842,387</u>	<u>49.1 %</u>	<u>1,693,450</u>	<u>43.8 %</u>
<b>Long term liabilities:</b>				
28.0 Note - Santa Monica Bank	1,353,000	17.3 %	1,853,000	47.9 %
	<u>1,353,000</u>	<u>17.3 %</u>	<u>1,853,000</u>	<u>47.9 %</u>
<b>Capital:</b>				
30.3 Capital contribution	400	0.0 %	400	0.0 %
30.5 Advance - Oasis Communications	(75,000)	0.0 %	0	0.0 %
31.0 Current year earnings	2,381,911	30.5 %	0	0.0 %
32.0 Prior years' earnings	320,492	4.1 %	320,492	8.3 %
	<u>2,629,803</u>	<u>33.6 %</u>	<u>320,892</u>	<u>8.3 %</u>
<b>TOTAL LIABILITIES &amp; CAPITAL</b>	<u><u>\$ 7,825,190</u></u>	<u>100.0 %</u>	<u><u>\$ 3,867,342</u></u>	<u>100.0 %</u>

**PUBLIC COMMUNICATIONS SERVICES (Consolidated)**  
**INCOME STATEMENT**  
**FOUR MONTHS ENDED JULY 31, 1998**

**REVENUE**

<b>Operating revenues:</b>					
40.0 Revenues - telecommunications	\$	708,369	32.8 %	\$	2,976,999 31.9 %
40.1 Revenues - special project		470,314	21.8 %		2,010,661 21.5 %
40.2 Revenues - INS		89,233	4.1 %		274,198 2.9 %
40.3 Revenues - Postal		56,317	2.6 %		227,244 2.4 %
40.4 Revenue - management program		731,225	33.8 %		2,720,721 29.1 %
48.0 Revenues - other		104,737	4.8 %		1,125,830 12.1 %
		<u>2,160,195</u>	100.0 %		<u>9,335,653 100.0 %</u>
<b>Cost of sales:</b>					
49.1 Master Agent commissions		65,872	3.0 %		332,945 3.6 %
49.2 Agent commissions		50,038	2.3 %		213,366 2.3 %
49.3 Telemarketing commissions		10,201	0.5 %		56,987 0.6 %
49.4 Customer revenue sharing		497,223	23.0 %		3,411,084 36.5 %
49.5 Customer conversion charges		286	0.0 %		1,852 0.0 %
49.6 Special project commissions		7,307	0.3 %		68,702 0.7 %
49.7 Special project - Postal		43,330	2.0 %		133,151 1.4 %
49.9 Other direct costs		462,561	21.4 %		1,161,995 12.4 %
		<u>1,136,818</u>	52.6 %		<u>5,380,082 57.6 %</u>
<b>Gross profit</b>		<u>1,023,377</u>	47.4 %		<u>3,955,571 42.4 %</u>

**EXPENSES**

<b>Other expenses:</b>					
60.0 Salaries		99,340	4.6 %		408,310 4.4 %
60.1 Salaries - real estate		3	0.0 %		7 0.0 %
60.4 Employee benefits		361	0.0 %		1,170 0.0 %
61.0 Auto lease		2,946	0.1 %		11,784 0.1 %
61.8 Outside services		71,501	3.3 %		288,776 3.1 %
62.3 Mail & postage		3,510	0.2 %		13,081 0.1 %
64.0 Travel & transportation		25,814	1.2 %		77,817 0.8 %
64.8 Building maintenance - general		254	0.0 %		1,735 0.0 %
64.9 Telephone & pagers		40,477	1.9 %		186,260 2.0 %
65.2 Office supplies/expense		24,486	1.1 %		84,703 0.9 %
65.5 Professional fees		9,226	0.4 %		29,212 0.3 %
65.7 Equipment leasing (copiers, etc)		1,410	0.1 %		5,974 0.1 %
68.1 Advertising and promotion		6,834	0.3 %		26,013 0.3 %
68.4 Parking expense		3,213	0.1 %		12,852 0.1 %
69.0 Insurance		11,240	0.5 %		54,351 0.6 %
69.2 Insurance - medical		0	0.0 %		368 0.0 %
76.0 Rent		581	0.0 %		62,904 0.7 %
77.0 Miscellaneous		85,667	4.0 %		259,835 2.8 %
78.9 Interest expense		0	0.0 %		45,355 0.5 %
79.0 State income taxes		0	0.0 %		(819) 0.0 %
<b>Total expenses</b>		<u>386,863</u>	17.9 %		<u>1,571,688 16.8 %</u>
<b>Net profit (loss)</b>	\$	<u>636,514</u>	29.5 %	\$	<u>2,383,883 25.5 %</u>

**ATTACHMENT IV**

**MANAGERIAL AND TECHNICAL CAPABILITIES**



## **PUBLIC COMMUNICATIONS SERVICES, INC.**

### **Managerial and Technical Capabilities**

#### **Joseph Fryzer - President, CEO, Director**

Mr. Fryzer has over twenty-five years of entrepreneurial experience in a wide variety of businesses. In recent years, Mr. Fryzer has been primarily responsible for building a marketing organization which operates in a competitive operator service industry where combined efforts exceed forty-eight million annually. Mr. Fryzer developed Public Communications Services, Inc. ("PCS") to successfully provide "turn-key" solution management to Federal Bureau of Prisons (FBOP) facilities and create marketing opportunities which benefit the end user as well as the service provider. Mr. Fryzer holds a Bachelor of Science in Engineering from New York City College.

#### **Paul Jennings - Vice President, Chief Financial Officer, Director**

Mr. Jennings has over ten years of direct experience in sales and marketing in the telecommunications industry. Specifically, his work has focused on long distance, and operator services. In his role as Vice President and CFO of Public Communications Services, Inc. he was primarily responsible for the development and aggregation of OSP revenues from LEC phones to develop Public Communications Services ("PCS"), formerly Public Payphone USA. Mr. Jennings' experience has been focused towards the development of products as well as the organization and management of sales and marketing efforts with a direct "hands-on" understanding of the marketplace. Mr. Jennings holds an Associate of Science degree in Mathematics from Valley College and a Bachelor of Science in Marketing from California State University in Northridge.

**FLORIDA PUBLIC SERVICE COMMISSION**

**Application Form**

**For**

**Certificate to Provide Pay Telephone Service  
Within the State of Florida**

- A. This form is used for an original application for a certificate to provide pay telephone service within the State of Florida.
- B. A \$100 non-refundable application fee along with the enclosed Applicant Acknowledgment Card must be completed and accompany the Application before processing will begin.
- C. Once a certificate has been granted, regulatory assessment fees will be due for that calendar year regardless of whether or not pay telephones have been installed.
- D. When completing the application, respond to each item. If an item is not applicable, explain why. Failure to respond to any item will result in the application being returned and a delay in the application process.
- E. Use a separate sheet for each answer which will not fit the allotted space.
- F. If you have any questions about completing the form, contact the Certificate Section at 904\488-1280 or write:

Florida Public Service Commission  
Division of Communications  
101 East Gaines Street  
Tallahassee, Florida 32399-0866

- G. Once completed, the original plus five (5) copies of this form, along with \$100 application fee, are to be submitted to:

Florida Public Service Commission  
Division of Communications  
101 East Gaines Street  
Tallahassee, Florida 32399-0866

**FLORIDA PAY TELEPHONE CERTIFICATE APPLICATION**

**1. LEGAL NAME OF THE APPLICANT**

Public Payphone U.S.A., Inc.

**2. NAME UNDER WHICH THE APPLICANT WILL DO BUSINESS**

Public Payphone U.S.A., Inc.

**3. ADDRESS OF THE APPLICANT(S)**

**STREET** 11859 Wilshire Blvd., Suite 600  
**CITY** Los Angeles  
**STATE & ZIP** California 90025

**4. TYPE OF ORGANIZATION (CHECK ONE)**

**A. INDIVIDUAL DOING BUSINESS UNDER HIS/HER:**   
**OWN NAME.**

**DOCUMENTATION:** No other documentation needed.

**B. PARTNERSHIP:**

**DOCUMENTATION:** Attach a copy of the partnership agreement, and a list with the name and address of all partners.

**C. CORPORATION:**

**DOCUMENTATION:** Attach proof that articles of incorporation have been filed with the Florida Secretary of State's Office. If incorporated outside of Florida, attach proof from the Florida Secretary of State that applicant has authority to operate in Florida and provide name and address of Florida Registered Agent.

See Attachment I.

**NAME** NRAI Services, Inc.

**ADDRESS** 526 East Park Avenue  
Tallahassee, FL 32301

**D. DOING BUSINESS UNDER A FICTITIOUS NAME:**

**DOCUMENTATION:** Attach proof that fictitious name has been registered with the Florida Secretary of States Office.

5. **PROVIDE NAME, TITLE, AND TELEPHONE NUMBER OF THE INDIVIDUAL WHO IS RESPONSIBLE FOR COMMISSION CONTACTS:**

NAME: David Goodman  
TITLE: Vice President, Customer Service Manager  
PHONE: (310) 473-6222

6. **HAS APPLICANT OR ANY SUBSIDIARY, PARTNER, OFFICER, DIRECTOR, ETC., OR IN THE CASE OF A CLOSELY HELD CORPORATION ANY CHARGE HOLDER OF THE APPLICANT EVER BEEN GRANTED OR DENIED PAY TELEPHONE CERTIFICATE IN THE STATE OF FLORIDA? THIS INCLUDES ACTIVE AND CANCELLED PAY TELEPHONE CERTIFICATES.**

No.

7. **IF THE ANSWER TO QUESTION 6 IS YES, PLEASE EXPLAIN AND LIST THE CERTIFICATE HOLDER AND CERTIFICATE NUMBER.**

Not applicable.

8. **LIST THE STATES IN WHICH THE APPLICANT:**

A. **IS CURRENTLY PROVIDING PAY TELEPHONE SERVICE**

None.

B. **HAS APPLICATIONS PENDING TO BE CERTIFIED AS A PAY TELEPHONE PROVIDER.**

None.

C. **HAS BEEN DENIED AUTHORITY TO OPERATE AS A PAY TELEPHONE PROVIDER. EXPLAIN CIRCUMSTANCES.**

None.

D. **HAS HAD REGULATORY PENALTIES IMPOSED FOR VIOLATIONS OF TELECOMMUNICATIONS STATUTES. EXPLAIN CIRCUMSTANCES.**

None.

9. **PLEASE CHECK THE SERVICES THAT WILL BE PROVIDED:**

LOCAL	<input checked="" type="checkbox"/>
LONG DISTANCE	<input checked="" type="checkbox"/>
COIN	<input checked="" type="checkbox"/>
CALLING CARD	<input checked="" type="checkbox"/>
CREDIT CARDS	<input checked="" type="checkbox"/>
OTHER, DESCRIBE	<input checked="" type="checkbox"/>

Public Payphone U.S.A., Inc. ("Public Payphone") also proposes to offer automated collect-only long distance services for inmates of confinement institutions.

10. **PROPOSED NUMBER OF PAY TELEPHONE INSTRUMENTS THE APPLICANT PLANS TO PLACE IN THE FIRST YEAR:**

At this time, Public Payphone U.S.A., Inc. ("Public Payphone") has no specific projections concerning the locations or number of instruments it plans to install during its first year of operation. The Company has not completed development of its marketing program for payphone services offered to the general public.

With regards to inmate services, the Company's business plans call for Public Payphone to respond to requests for proposals (RFPs) from various city, county and state agencies seeking to install telecommunications services for their inmate populations. Public Payphone U.S.A., Inc. files this application in order to be prepared to offer service should it respond and win a bid from an institution within the state of Florida. The actual number of telephone instruments installed at any given location will vary based on the size of the institution served, the number of prisoners, and type of inmate calling privileges, all of which are site specific.

11. **HOW DOES THE APPLICANT INTEND TO SERVICE AND MAINTAIN EACH PAY PHONE?**

PERSONALLY	<input type="checkbox"/>
FULL-TIME TECHNICIAN	<input type="checkbox"/>
PART-TIME TECHNICIAN	<input type="checkbox"/>
SERVICE/REPAIR/MAINTENANCE CONTRACT	<input checked="" type="checkbox"/>
OTHER, DESCRIBE	<input checked="" type="checkbox"/>

Payphones available to the general public will be maintained under contract with a third party maintenance company until the number of instruments within the state justifies a full-time technician hired as an employee of the Company.

For inmate services, call processing equipment installed at prisons or confinement institutions is equipped with remote on-line diagnostics. This capability allows Public Payphone's in-house technicians to communicate via dial up data modem with each system

at any correctional facility. Public Payphone can troubleshoot and effect many operational changes to a system without having to be on site.

On-site repairs, such as replacement of telephone instruments or handsets, will be performed by a local telecommunications firm under contract. This subcontractor will be carefully selected based on its technical expertise and ability to respond to trouble calls.

12. **WILL EACH OF THE PAY TELEPHONES WHICH YOU PLAN TO INSTALL PROVIDE ACCESS TO ALL LOCALLY AVAILABLE LONG DISTANCE CARRIERS VIA 10XXX+0, 950-XXXX, AND 1-800? (See Rule 25-24.515(6), F.A.C.)**

Pay telephones available to the general public will allow the user to access all locally available long distance carriers. However, for services provided to inmates of prisons and other confinement institutions, access will be limited to long distance services offered by Public Payphone U.S.A., Inc..

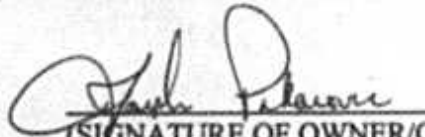
13. **WILL EACH OF THE PAY TELEPHONES WHICH YOU PLAN TO INSTALL CONFORM TO SUBSECTIONS 4.29.2 - 4.29.4 and 4.29.7 - 4.29.8 OF THE AMERICAN NATIONAL STANDARDS SPECIFICATIONS FOR MAKING BUILDINGS AND FACILITIES ACCESSIBLE AND USABLE BY PHYSICALLY HANDICAPPED PEOPLE (ATTACHMENT F)? (See Rule 25-24.515(4), F.A.C.)**

Yes, for pay telephones available to the general public. Handicap accessibility of pay telephones provided to inmates will be subject to the requirements of the institution's administration.



I, Joe Pekarovic,

ATTEST TO THE ACCURACY OF THE INFORMATION CONTAINED IN THIS APPLICATION AND HAVE READ ALL THE RULES AND REGULATIONS REGARDING PAY PHONE SERVICE IN FLORIDA. I WILL COMPLY WILL ALL CURRENT AND FUTURE COMMISSION REQUIREMENTS REGARDING THE PAY TELEPHONE SERVICE. I UNDERSTAND THAT A NON-REFUNDABLE APPLICATION FEE OF \$100 MUST ACCOMPANY THE APPLICATION. ALSO, I UNDERSTAND THAT I AM REQUIRED TO PAY A REGULATORY ASSESSMENT FEE (MINIMUM \$50.00 PER CALENDAR YEAR), FILE AN ANNUAL PAY TELEPHONE SERVICE REPORT, AND PAY GROSS RECEIPTS TAX. FURTHERMORE, I AGREE TO KEEP THE COMMISSION ADVISED OF ANY CHANGES IN THE NAMES OR ADDRESSES LISTED ABOVE WITHIN TEN (10) DAYS OF THE CHANGE.



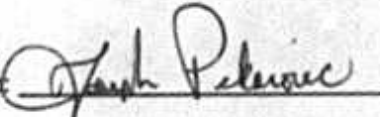
(SIGNATURE OF OWNER/OFFICER OF APPLICANT)

DATE: 10/26/98

APPLICANT ACKNOWLEDGMENT CARD

Applicant: Public Payphone U.S.A., Inc.

I acknowledge receipt and understanding of the Florida Public Service Commission's Rules and Requirements relating to my provision of Pay Telephone Service.

Signature: 

Title: Vice President of Sales, Public Payphone U.S.A., Inc.

Date: 10/26/98

THIS MUST BE COMPLETED AND RETURNED WITH THE APPLICATION BEFORE THE CERTIFICATION PROCESS BEGINS. FAILURE TO DO SO WILL RESULT IN A DELAY OF THE CERTIFICATE BEING ISSUED.



Attachment I

**Public Payphone U.S.A., Inc.**

Certificate of Authority

to transact business within the State of Florida

## APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

1. Public Payphone U.S.A. Inc.

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

2. Nevada

(State or country under the law of which it is incorporated)

3. 88-0290604

(FEI number, if applicable)

4. July 27, 1992

(Date of incorporation)

5. Perpetual

(Duration: Year corp. will cease to exist or "perpetual")

6. upon qualification

(Date first transacted business in Florida.) (SEE SECTIONS 607.1501, 607.1502 and 817.155, F.S.)

7. 11859 Wilshire Blvd, #600

Los Angeles, CA 90025

(Current mailing address)

8. Long Distance Telecommunication Services

(Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box or Mail Drop Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 526 E. Park Avenue

Tallahassee

, Florida, 32301

(Zip code)

10. Registered agent's acceptance:

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

Tina Lalardi

(Registered agent's signature)

Tina Lalardi-Assst. Sec. of NRAI Services, Inc.

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

12. Names and addresses of officers and/or directors: (Street address ONLY - P.O. Box NOT acceptable)

FILED  
 SECRETARY OF STATE  
 DIVISION OF CORPORATIONS  
 98 MAY - 1 AM 11:21

(P.O. Box NOT acceptable)

Chairman: Joseph Fryzer  
Address: 11859 Wilshire Blvd., Ste. 600, Los Angeles, CA 90025

Vice Chairman: Paul S. Jennings  
Address: 11859 Wilshire Blvd., Ste. 600, Los Angeles, CA 90025

Director: \_\_\_\_\_  
Address: \_\_\_\_\_

Director: \_\_\_\_\_  
Address: \_\_\_\_\_

**B. OFFICERS (Street address only - P.O. Box NOT acceptable)**

President: Joseph Fryzer  
Address: 11859 Wilshire Blvd., Ste.600, Los Angeles, CA 90025

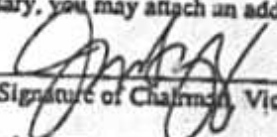
Vice President: Paul S. Jennings  
Address: 11859 Wilshire Blvd., Ste.600, Los Angeles, CA 90025

Secretary: Paul S. Jennings  
Address: 11859 Wilshire Blvd., Ste.600, Los Angeles, CA 90025

Treasurer: Paul S. Jennings  
Address: 11859 Wilshire Blvd., Ste. 600, Los Angeles, CA 90025

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
98 MAY - 1 AM 11:34

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

13.   
(Signature of Chairman, Vice Chairman, or any officer listed in number 12 of the application)

14. Joseph Fryzer - President  
(Typed or printed name and capacity of person signing application)



3. Public Payphone is incorporated under the laws of the State of Nevada. Public Payphone filed concurrent with this petition, an application for Certificate to Provide Pay Telephone Service with the Commission. At this time, the company does not provide service within the State of Florida.

4. Public Payphone proposes in its application for a Certificate to Provide Pay Telephone Service to offer telecommunications services to inmates of confinement institutions within the state of Florida similar to services it currently offers in other jurisdictions. The Company installs sophisticated premises equipment in confinement institutions that permits inmates to make outgoing, collect-only calls without the assistance of a live operator. The company's services are provided through telephone instruments connected to a centralized call processing unit with store-and-forward capability.

Through this equipment, the company provides a number of controls and restrictions that serve to reduce or eliminate fraudulent use of telephone services. These restrictions also provide the confinement institution with increased control over the use of the telecommunications services used by inmates of the institution.

5. Public Payphone seeks exemption from rules and orders restricting concentration of access lines connected to its equipment and instruments. Where traffic permits, the company desires to install its call processing systems with fewer access lines than instruments. The use of line concentration allows Public Payphone to deploy a greater number of instruments in facility locations which would not normally warrant dedicated access lines. A greater number of telephones simplifies a confinement institution's management of inmate access to telecommunications services.

6. Rules regarding line concentration were first adopted by the Commission in Order No. 14529, issued July 1, 1985. By this order, the Commission requires one pay telephone instrument be installed per access line. Order 14529 requires one PATS instrument per access line in order to prevent a busy signal when a customer or user attempts to use the payphone during an emergency situation.

Rule 25-24.515(9), Florida Administrative Code further requires that each telephone instrument be connected as provided in the tariff for the Local Exchange Carrier ("LEC") serving the institution. LEC tariffs generally contain language which permits only one instrument per line. The exemption requested by Public Payphone is similar to one already granted by the Commission to ATN, Inc.<sup>1</sup> In its orders granting waivers to ATN, Inc., the Commission recognized that confinement institutions have their own emergency response systems in place and Rule 25-24.515(15), Florida Administrative Code, exempts payphones located in confinement facilities from the requirement to provide access to 911. For these reasons, the Commission describe as moot the requirement for one instrument per line with respect to emergency calls in confinement institutions.

7. Public Payphone will design and engineer its systems so that the number of access lines installed is sufficient to support inmate call traffic during the busiest hour of the day. Should the exemption requested herein be granted, Public Payphone agrees to use no more than three telephone instruments per LEC access line in those institutions it will serve.

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<sup>1</sup> In Re: Petition for waiver of rules and orders which currently prohibit concentration of line services for calls made from store-and-forward coinless pay telephones located in confinement facilities, and for such other relief as may be appropriate, by ATN, Inc., Docket No. 960805-TC, Order No. PSC-96-1157-FOF-TC, Issued September 17, 1996.



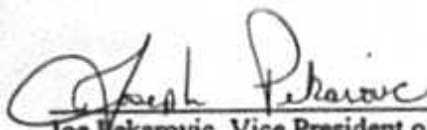
8. Pursuant to Commission Rule 25-24.505(3), Florida administrative Code, Public Payphone provides the following additional information in support of its request for waiver:

Public Payphone believes that it will suffer a substantial hardship if the line concentration prohibition is not waived. Absent a waiver, Public Payphone will be forced to purchase more pay telephone access lines and associated equipment than is necessary to provide inmate calling for a particular facility. Public Payphone believes that this unnecessary expenditure would result in lower profit margins, and possibly losses, for Public Payphone, and will unnecessarily increase Public Payphone's cost of providing service to inmate facilities.

Public Payphone further believes that not granting the requested waivers would violate principles of fairness as numerous competitors to Public Payphone have been granted such waivers in the past by the Commission. Granting Public Payphone the requested waiver would insure that Public Payphone is on an equal footing with its competitors when proposing service to inmate facilities.

WHEREFORE, Public Payphone U.S.A., Inc. respectfully requests, subject to approval of its application for certification, that it be granted exemption from the provisions of Rule 25-24.515(9), Florida Administrative Code and Order No. 14529 issued July 1, 1985 relating to line concentration, and for such other relief as may be appropriate.

Respectfully submitted this 26 day of October, 1998.



Joe Vekarovic, Vice President of Sales  
Public Payphone U.S.A., Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025



**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition for waiver of rules and requirements prohibiting provision of 0+ local and 0+ intraLATA calls from store-and-forward pay telephones located in confinement institutions by **Public Payphone U.S.A., Inc.**

Docket No. \_\_\_\_\_

**PETITION FOR WAIVER**

Pursuant to Commission Rule 25-24.505(3), Florida Administrative Code, Public Communications Services, Inc. ("Public Payphone") petitions the Florida Public Service Commission ("Commission") for a waiver of those rules and requirements prohibiting Public Payphone from providing 0+ local and 0+ intraLATA calls using store-and-forward pay telephones located in confinement institutions within the state of Florida. In support of its petition, Public Payphone states:

1. Petitioner's name and address are:

**Public Payphone U.S.A., Inc.**  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025  
**Telephone:** (310) 473-6222  
**Facsimile:** (310) 473-3484  
**Toll-Free:** (800) 266-2274

2. All notices, orders or documents regarding this petition should be directed to:

**Mr. Dave Goodman** or  
Customer Service Manager  
Public Payphone U.S.A., Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025  
**Telephone:** (310) 473-6222  
**Facsimile:** (310) 473-3484  
**Toll-Free:** (800) 266-2274

**Ms. Monique Byrnes**, Consultant to  
Public Payphone U.S.A., Inc.  
c/o Technologies Management, Inc.  
P.O. Drawer 200  
Winter Park, FL 32790-0200  
**Telephone:** (407) 740-8575  
**Facsimile:** (407) 740-0613

3. Public Payphone U.S.A., Inc. is incorporated under the laws of the State of Nevada. Public Payphone filed concurrent with this petition, an application for Certificate to Provide Pay Telephone Service with the Commission. At this time, the company does not provide service within the State of Florida.

4. Public Payphone proposes in its application for a Certificate to Provide Pay Telephone Service to offer telecommunications services to inmates of confinement institutions within the state of Florida similar to services it currently offers in other jurisdictions. The Company installs sophisticated premises equipment in confinement institutions that permits inmates to make outgoing, collect-only calls without the assistance of a live operator. The company's services are provided through telephone instruments connected to a centralized call processing unit with store-and-forward capability.

Through this equipment, the company provides a number of controls and restrictions that serve to reduce or eliminate fraudulent use of telephone services. These restrictions also provide the confinement institution with increased control over the use of the telecommunications services used by inmates of the institution.

5. Public Payphone seeks waivers of Rules 25-24.515(7) and 25-24.620(2)(c) and (d). These rules prohibit Public Payphone from providing and billing for 0+ local and 0+ intraLATA calls placed by inmates of confinement institutions. Specifically, Public Payphone seeks authority to provide and bill for 0+ local and intraLATA calls placed by inmates using its store-and-forward pay telephones. Public Payphone believes that the benefits afforded to confinement institutions and the general public, such as call screening and blocking, currently proposed with its interLATA service will be enhanced if Public Payphone is allowed to handle 0+ local and 0+ intraLATA calls as well.

6. Waivers requested by Public Payphone are similar to those already granted by the Commission to other pay telephone providers including Ameritel Pay Phones, Inc.<sup>1</sup>, ATN, Inc.<sup>2</sup>, Global Tel\*Link<sup>3</sup>, InVision Telecom, Inc.<sup>4</sup>, and T-Netix, Inc.<sup>5</sup> In its orders granting waivers similar to those requested by Public Payphone, the Commission recognized that no reason could be found to prevent NPATS from carrying 0+ local and 0+ intraLATA calls. In addition, the Commission found that allowing NPATS to carry such calls is a step toward a more competitive market place.

7. Should these waivers be granted, Public Payphone agrees to charge no more than the serving local exchange carrier for local and intraLATA 0+ calls placed from confinement institutions.

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<sup>1</sup> In Re: Petition for waiver of Rules 25-24.620(2)(c) and (d) and 25-24.515(7), F.A.C., by Ameritel Pay Phones, Inc., Docket No. 960570-TC, Order No. PSC-96-1063-FOF-TC, Issued August 20, 1996.

<sup>2</sup> In Re: Request for waiver of rules and policies which prohibit provision of 0+ local and 0+ intraLATA calls from store-and-forward pay telephones located in confinement facilities, by ATN, Inc., Docket No. 960603-TC, Order No. PSC-96-1062-FOF-TC, Issued August 20, 1996.

<sup>3</sup> In Re: Petition for waiver of rules and policies to permit provision of 0+ local and 0+ intraLATA utilizing store and forward technology at pay telephones located in correctional institutions and other confinement facilities, by Global Tel\*Link Corporation, Docket No. 951198-TC, Order No. PSC-96-0867-FOF-TC, Issued July 2, 1996.

<sup>4</sup> In Re: Petition for waiver of requirement prohibiting provision of 0+ local and 0+ intraLATA calls from store-and-forward pay telephones located in confinement facilities, by InVision Telecom, Inc., Docket No. 960407-TC, Order No. PSC-96-1009-FOF-TC, Issued August 7, 1996.

<sup>5</sup> In Re: Petition for waiver of Rule 25-24.515 (7), F.A.C., and Rule 25-24.620(2)(c) and (d), F.A.C., regarding 0+ local and 0+ intraLATA traffic, by T-Netix, Inc., Docket No. 95-1456-TP, Order No. PSC-96-0868-FOF-TP, Issued July 2, 1996.

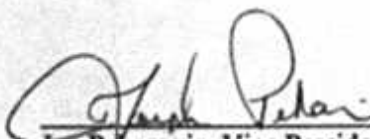
8. Pursuant to FS 120.542 Public Payphone provides the following additional information in support of its request for waiver:

Public Payphone believes that it will suffer a substantial hardship due to a significant loss of fraud control if the Company is forced to route 0+ local and 0+ intraLATA calls to the LEC. Public Payphone believes that its store-and-forward technology is well suited to the provision of inmate service because it provides a number of controls and restrictions that serve to reduce or eliminate fraudulent use of pay telephone services. In addition, the Company's service eliminates the opportunity for an inmate to harass a live operator.

Public Payphone further believes that it will suffer a substantial hardship and be forced to forgo substantial amounts of revenue if it is forced to route 0+ local and 0+ intraLATA calls to the LEC. Public Payphone further believes that not granting the requested waivers would violate principles of fairness as numerous competitors to Public Payphone have been granted such waivers in the past by the Commission. Granting Public Payphone the requested waiver would insure that Public Payphone is on an equal footing with its competitors when proposing service to inmate facilities.

WHEREFORE, Public Payphone U.S.A., Inc. respectfully requests, subject to approval of its application for certification, that it be granted a waiver of the applicable rules, orders and policies currently prohibiting it from providing and billing for 0+ local and 0+ intraLATA calls made from store-and-forward pay telephones located in confinement institutions, and for such other relief as may be appropriate.

Respectfully submitted this 26 day of October, 1998.

  
\_\_\_\_\_  
Joe Pecarovic, Vice President of Sales  
Public Payphone U.S.A., Inc.  
11859 Wilshire Boulevard, Suite 600  
Los Angeles, California 90025