

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP

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TELEPHONE (202) 424-7500
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NEW YORK OFFICE
405 LEXINGTON AVENUE
NEW YORK, NY 10174

January 19, 2000

000057

VIA OVERNIGHT MAIL

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

This claim of confidentiality was filed by or on behalf of a telecommunications company for Confidential Document No. ~~00048~~. The document has been placed in locked storage pending staff advice on handling. Your name must be on the CASR to access the material. If it is undocketed, your division director must obtain written permission from the EXD/Tech before you can access it.

Re: Application of Genesis Communications International, Inc. for Authority to Provide Interexchange Telecommunications Service Between Points Within the State of Florida

Dear Ms. Bayo:

Enclosed for filing on behalf of Genesis Communications International, Inc. ("Genesis") please find an original and six (6) copies of Genesis's application for authority to provide interexchange telecommunications service between points within the State of Florida. Also enclosed is a check in the amount of \$250.00 to cover the filing fee.

Please note that the financial statements included with Exhibit 2 contain confidential and proprietary information not generally available to the public. Therefore, the financial statements are enclosed in a sealed envelope. Disclosure of this financial information would cause harm to Applicant's business operations. Pursuant to Florida Statutes Section 364.183, Applicant respectfully requests that the information contained in the sealed envelope be given confidential treatment and that it not be made part of the public record or otherwise disclosed to the public.

Please date-stamp the enclosed extra copies of this filing and return in the self-addressed, stamped envelope provided. Should you have any questions concerning this filing, please do not hesitate to contact me at (202) 945-6922.

Respectfully submitted,



Kathleen L. Greenan

Enclosures

cc: Mr. Derek Geitzen
Brett P. Ferenchak, Esq.

314380.1

DOCUMENT NUMBER-DATE

00847 JAN 20 00

FPSC-RECORDS/REPORTING

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000057-TI

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

Respectfully submitted,

Kathleen L. Greenan

Initials of person who forwarded check:

Enclosures

cc: Mr. Derek Geitzen
Brett P. Ferenchak, Esq.

RECEIVED & FILED

FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00847 JAN 20 8

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ORIGINAL DOCUMENT IS PRINTED ON CHEMICAL REACTIVE PAPER & HAS A MICROPRINTED BORDER

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP
3000 K STREET, N.W. SUITE 300
WASHINGTON, DC 20007

CHECK DATE
01/12/00

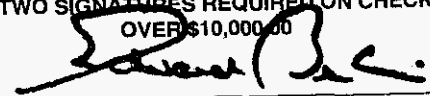
CHECK NO. D 118592

Citibank DC Operating
1775 Pennsylvania Avenue, NW
Suite 440
Washington, DC 20006

CHECK AMOUNT
250.00*****

TWO HUNDRED FIFTY AND 00/100 Dollars

TWO SIGNATURES REQUIRED ON CHECK
OVER \$10,000.00



OPERATING ACCOUNT

PAY
TO THE
ORDER OF

FLORIDA PUBLIC SERVICE COMMISSION

E TO VIEW

DIVISION OF TELECOMMUNICATIONS
BUREAU OF CERTIFICATION AND SERVICE EVALUATION

**Application Form for Authority to Provide
Interexchange Telecommunications Service
Between Points Within the State of Florida**

Instructions

- ◆ This form is used as an application for an original certificate and for approval of assignment or transfer of an existing certificate. In the case of an assignment or transfer, the information provided shall be for the assignee or transferee (See Appendix A).
- ◆ Print or Type all responses to each item requested in the application and appendices. If an item is not applicable, please explain why.
- ◆ Use a separate sheet for each answer which will not fit the allotted space.
- ◆ 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 Records and Reporting
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6770**

Note: **No filing fee is required** for an assignment or transfer of an existing certificate to another certificated company.

- ◆ If you have questions about completing the form, contact:

**Florida Public Service Commission
Division of Telecommunications
Bureau of Certification and Service Evaluation
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850
(850) 413-6600**

DOCUMENT NUMBER-DATE

00847 JAN 20 8

FPSC-RECORDS/REPORTING

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

Original certificate (new company).

Approval of transfer of existing certificate:

Example, a certificated company purchases an existing certificated company and desires to retain the authority of both certificates.

Approval of assignment of existing certificate:

Example, a non-certificated company purchases an existing company and desires to retain the certificate of authority rather than apply for a new certificate.

Approval of transfer of control:

Example, a company purchases 51 % of a certificated company. The Commission must approve the new controlling entity.

2. Name of company:

Genesis Communications International, Inc.

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

Genesis Communications International, Inc.

4. Official mailing address (including street name & number, post office box, city, state, zip code):

**Genesis Communications International, Inc.
11995 El Camino Real
Suite 102
San Diego, California 92130-2565**

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

Genesis currently does not have a mailing address in Florida. The name and address of Genesis' registered agent in Florida is:

**HIQ Corporate Services, Inc.
529 East Park Avenue
Tallahassee, FL 32301**

6. Select 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 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.

7. Structure of organization;

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Foreign Corporation | <input type="checkbox"/> Foreign Partnership |
| <input type="checkbox"/> General Partnership | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Other _____ | |

8. If individual, provide:

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

9. **If incorporated in Florida**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

 N/A

10. **If foreign corporation**, provide proof of authority to operate in Florida:

(a) **The Florida Secretary of State Corporate Registration number:**

 F99000005376

11. **If using fictitious name-d/b/a**, provide proof of compliance with fictitious name statute (Chapter 865.09, FS) to operate in Florida:

(a) **The Florida Secretary of State fictitious name registration number:**

 N/A

12. **If a limited liability partnership**, provide proof of registration to operate in Florida:

(a) **The Florida Secretary of State registration number:**

 N/A

13. **If a partnership**, provide name, title and address of all partners and a copy of the partnership agreement.

Name: N/A

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ Fax No.: _____

Internet E-Mail Address: _____

Internet Website Address: _____

14. **If a foreign limited partnership**, provide proof of compliance with the foreign limited partnership statute (Chapter 620.169, FS), if applicable.

(a) **The Florida registration number:** N/A

15. Provide **F.E.I. Number** (if applicable): _____

16. Provide the following (if applicable):

(a) Will the name of your company appear on the bill for your services?

Yes **No**

(b) If not, who will bill for your services?

Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Telephone No.: _____ **Fax No.:** _____

(c) How is this information provided?

17. Who will receive the bills for your service?

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

18. Who will serve as liaison to the Commission with regard to the following?

(a) The application:

Name: Kathleen L. Greenan

Title: Attorney and Counsel for Genesis

Address: 3000 K Street Suite 300

City/State/Zip: Washington D.C. N.W. 20007

Telephone No.: (202) 424-7500 Fax No.: (202) 424-7645

Internet E-Mail Address: KLGreenan@swidlaw.com

Internet Website Address: www.swidlaw.com

(b) Official point of contact for the ongoing operations of the company:

Name: Derek Gietzen

Title: President and Chief Executive Officer

Address: 11995 El Camino Real, Suite 102

City/State/Zip: San Diego, California 92130-2565

Telephone No.: (619) 792-2400 Fax No.: (619) 793-8339

Internet E-Mail Address: dgietzen@genesisd.com

Internet Website Address: www.genesisd.com

(c) Complaints/Inquiries from customers:

Name: De Lite S. Mullick

Title: Director of Customer Care

Address: 11995 El Camino Real, Suite 102

City/State/Zip: San Diego, California 92130 - 2565

Telephone No.: (619) 792-2400 Fax No.: (619) 793-8339

Internet E-Mail Address: Dmullick@genesisld.com

Internet Website Address: www.genesisld.com

19. List the states in which the applicant:

(a) has operated as an interexchange telecommunications company.

Arizona, California, Colorado, Illinois, Nevada, New Mexico, Oregon, and
Texas

(b) has applications pending to be certificated as an interexchange telecommunications company.

New York

(c) is certificated to operate as an interexchange telecommunications company.

Arizona, California, Colorado, Illinois, Nevada, New Mexico, Oregon, and
Texas (registration)

(d) has been denied authority to operate as an interexchange telecommunications company and the circumstances involved.

Not applicable.

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

Not applicable.

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

Applicant has not been involved in any civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. Indicate if any of the officers, directors, or any of the ten largest stockholders have previously been:

- (a) adjudged bankrupt, mentally incompetent, or found guilty of any felony or of any crime, or whether such actions may result from pending proceedings. If so, please explain.

NONE.

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

NONE.

21. The applicant will provide the following interexchange carrier services, \checkmark (check all that apply):

- a. \checkmark **MTS with distance sensitive per minute rates**

Method of access is FGA
Method of access is FGB
Method of access is FGD
Method of access is 800

b. _____ MTS with route specific rates per minute

Method of access is FGA
Method of access is FGB
Method of access is FGD
Method of access is 800

c. _____ MTS with statewide flat rates per minute (i.e. not distance sensitive)

Method of access is FGA
Method of access is FGB
Method of access is FGD
Method of access is 800

d. _____ MTS for pay telephone service providers

e. _____ Block-of-time calling plan (Reach Out Florida, Ring America, etc.).

f. _____ 800 service (toll free)

g. _____ WATS type service (bulk or volume discount)

Method of access is via dedicated facilities
Method of access is via switched facilities

h. _____ Private line services (Channel Services)
(For ex. 1.544 mbs., DS-3, etc.)

i. _____ Travel service

Method of access is 950
Method of access is 800

j. _____ 900 service

k. _____ Operator services

- Available to presubscribed customers
- Available to non presubscribed customers (for example, to patrons of hotels, students in universities, patients in hospitals).
- Available to inmates

I. Services included are:

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

22. Submit the proposed tariff under which the company plans to begin operation. Use the format required by Commission Rule 25-24.485 (example enclosed).

Please see Exhibit 1.

23. Submit the following:

A. Financial capability.

The application **should contain** the applicant's audited financial statements for the most recent 3 years. If the applicant does not have audited financial statements, it shall so be stated.

The unaudited financial statements should be signed by the applicant's chief executive officer and chief financial officer affirming that the financial statements are true and correct and should include:

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

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.*

Further, the following (which includes supporting documentation) should be provided:

1. **A written explanation** that the applicant has sufficient financial capability to provide the requested service in the geographic area proposed to be served.

Please see Exhibit 2.

2. **A written explanation** that the applicant has sufficient financial capability to maintain the requested service.

Please see Exhibit 2.

3. **A written explanation** that the applicant has sufficient financial capability to meet its lease or ownership obligations.

Please see Exhibit 2.

B. Managerial capability; give resumes of employees/officers of the company that would indicate sufficient managerial experiences of each.

Please see Exhibit 3.


C. Technical capability; give resumes of employees/officers of the company that would indicate sufficient technical experiences or indicate what company has been contracted to conduct technical maintenance.

Please see Exhibit 3.

**** APPLICANT ACKNOWLEDGMENT STATEMENT ****

1. **REGULATORY ASSESSMENT FEE:** I understand that all telephone companies must pay a regulatory assessment fee in the amount of .15 of one percent of its gross operating revenue derived from intrastate business. Regardless of the gross operating revenue of a company, a minimum annual assessment fee of \$50 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** I understand that a non-refundable application fee of \$250.00 must be submitted with the application.

UTILITY OFFICIAL:

 Signature	<u>1/6/2000</u> Date
<u>President and Chief Executive Officer</u> Title	<u>(619) 792-2400</u> Telephone No.
Address: <u>11995 El Camino Real, Suite 102</u> <u>San Diego, California 92130-2565</u>	<u>(619) 793-8339</u> Fax No.

ATTACHMENTS:

- A - CERTIFICATE SALE, TRANSFER, OR ASSIGNMENT STATEMENT
- B - CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- C - CURRENT FLORIDA INTRASTATE NETWORK
- D - AFFIDAVIT - FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES
- GLOSSARY

(Not applicable.)

**** APPENDIX A ****

CERTIFICATE TRANSFER, OR ASSIGNMENT STATEMENT

I, (Name) _____

(Title) _____ of

(Name of Company)

and current holder of Florida Public Service Commission Certificate Number

_____ have reviewed this application and join in the
petitioner's request for a:

() transfer

() assignment

of the above-mentioned certificate.

UTILITY OFFICIAL:

Signature

Date

Title

Telephone No.

Address: _____

Fax No.


CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be provided in one of the following ways (applicant, please check one):

- () The applicant will **not** collect deposits nor will it collect payments for service more than one month in advance.

- () The applicant intends to collect deposits and/or advance payments for more than one month's service and will file and maintain a surety bond with the Commission in an amount equal to the current balance of deposits and advance payments in excess of one month. (The bond must accompany the application.)

UTILITY OFFICIAL:

 _____ Signature	1/6/2000 _____ Date
President and Chief Executive Officer _____ Title	(619) 792-2400 _____ Telephone No.
Address: 11995 El Camino Real, Suite 102 _____ San Diego, California 92130-2565 _____ _____ _____	(619) 793-8339 _____ Fax No.

CURRENT FLORIDA INTRASTATE SERVICES

Applicant **has** () or **has not** () previously provided intrastate telecommunications in Florida.

If the answer is has, fully describe the following:

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

N/A

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

N/A

UTILITY OFFICIAL:


Signature

1/6/2000
Date

President and Chief Executive Officer
Title

(619) 792-2400
Telephone No.

Address: **11995 El Camino Real, Suite 102**

(619) 793-8339
Fax No.


San Diego, California 92130-2565

AFFIDAVIT

By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service service in the State of Florida. I have read the foregoing and declare that, to the best of my knowledge and belief, the information is true and correct. I attest that I have the authority to sign on behalf of my company and agree to comply, now and in the future, with all applicable Commission rules and orders.

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		Date	<u>1/6/2000</u>
President and Chief Executive Officer		(619) 792-2400	
Title		Telephone No.	
Address:	<u>11995 El Camino Real, Suite 102</u>	(619) 793-8339	
	<u>San Diego, California 92130-2565</u>	Fax No.	

FLORIDA TELEPHONE EXCHANGES AND EAS ROUTES

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

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 in These Exchanges

PENSACOLA:	Cantonment, Gulf Breeze, Milton, Holley-Navarre. Pace
PANAMA CITY:	Lynn Haven, Panama City Beach, Youngstown-Fountain, Tyndall AFB.
TALLAHASSEE:	Crawfordville, Havana, Monticello, Panacea, Sopchoppy, St. Marks.
JACKSONVILLE:	Baldwin, Ft. George, Jacksonville Beach, Callahan, Maxville, Middleburg, Orange Park, Ponte Vedra, Julington.
GAINESVILLE:	Alachua, Archer, Brooker, Hawthorne, High Springs, Melrose, Micanopy, Newberry, Waldo.
OCALA:	Belleview, Citra, Dunnellon, Forest, Lady Lake, McIntosh, Oklawaha, Orange Springs, Salt Springs, Silver Springs Shores.

Extended Service Area in These Exchanges

DAYTONA BEACH: New Smyrna Beach

TAMPA:	Central East North South West	None Plant City Zephyrhills Palmetto Clearwater
--------	---	---

CLEARWATER: St. Petersburg, Tampa-West,
Tarpon, Springs.

ST. PETERSBURG: Clearwater.

LAKELAND: Bartow, Mulberry, Plant City
Polk City, Winter Haven.

ORLANDO: Apopka, East Orange, Lake
Buena Vista, Orlando, Oviedo,
Sanford, Windermere, Winter
Garden, Oviedo-Winter Springs,
Reedy Creek, Geneva,
Monteverde.

TITUSVILLE: Cocoa and Cocoa Beach.

COCOA: Cocoa Beach, Eau Gallie,
Melbourne, Titusville.

MELBOURNE: Cocoa, Cocoa Beach, Eau
Gallie, Sebastian

SARASOTA: Bradenton, Myakka, Venice

Extended Service Area in These Exchanges

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

****GLOSSARY****

ACCESS CODE: A uniform four- or seven-digit code assigned to an individual IXC. The five-digit code has the form 1 OXXX and the seven-digit code has the form 950-XXXX.

BYPASS: Transmission facilities that go direct from the local exchange end user to an IXC point of presence, thus bypassing the local exchange company.

CARRIERS CARRIER: An IXC that provides telecommunications service, mainly bulk transmission service, to other IXCs only.

CENTRAL OFFICE: A local operating unit by means of which connections are established between subscribers' lines and trunk or toll lines to other central offices within the same exchange or other exchanges. Each three-digit central office code (NXX) used shall be considered a separate central office unit.

CENTRAL OFFICE CODE: The first three digits (NXX) of the seven-digit telephone number assigned to a customer's telephone exchange service.

COMMISSION: The Florida Public Service Commission.

COMPANY, TELEPHONE COMPANY, UTILITY: These terms are used interchangeably herein and refer to any person, firm, partnership or corporation engaged in the business of furnishing communication service to the public under the jurisdiction of the Commission.

DEDICATED FACILITY: A transmission circuit which is permanently for the exclusive use of a customer or a pair of customers.

END USER: Any individual, partnership, association, corporation, governmental agency or any other entity which (A) obtains a common line, uses a pay telephone or obtains interstate service arrangements in the operating territory of the company or (13) subscribes to interstate services provided by an IXC or uses the services of the IXC when the IXC provides interstate service for its own use.

EQUAL ACCESS EXCHANGE AREAS (EAEA): A geographic area, configured based on 1987 planned toll center/access tandem areas, in which local exchange companies are responsible for providing equal access to both carriers and customers of carriers in the most economically efficient manner.

EXCHANGE: The entire telephone plant and facilities used in providing telephone service to subscribers located in an exchange area. An exchange may include more than one central office unit.

EXCHANGE (SERVICE) AREA: The territory, including the base rate suburban and rural areas served by an exchange, within which local telephone service is furnished at the exchange rates applicable within that area.

EXTENDED AREA SERVICE: A type of telephone service furnished under tariff provision whereby subscribers of a given exchange or area may complete calls to, and receive messages from, one or more other contiguous exchanges without toll charges, or complete calls to one or more other exchanges without toll message charges.

FACILITIES BASED: An IXC that has its own transmission and/or switching equipment or other elements of equipment and does not rely on others to provide this service.

FOREIGN EXCHANGE SERVICES: A classification of exchange service furnished under tariff provisions whereby a subscriber may be provided telephone service from an exchange other than the one from which he would normally be served.

FEATURE GROUPS: General categories of unbundled tariffs to stipulate related services.

Feature Group A: Line side connections presently serving specialized Common carriers.

Feature Group B: Trunk side connections without equal digit or code dialing.

Feature Group C: Trunk side connections presently serving AT&T-C.

Feature Group D: Equal trunk access with prescription.

INTEREXCHANGE COMPANY (IXC): Any telephone company, as defined in Section 364.02(4), F.S. (excluding Payphone Providers), which provides telecommunications service between exchange areas as those areas are described in the approved tariffs of individual local exchange companies.

INTER-OFFICE CALL: A telephone call originating in one central office unit or entity but terminating in another central office unit or entity, both of which are in the same designated exchange area.

INTRA-OFFICE CALL: A telephone call originating and terminating within the same central office unit or entity.

INTRASTATE COMMUNICATIONS: Any communications in Florida subject to oversight by the Florida Public Service Commission as provided by the laws of the State.

INTRA-STATE TOLL MESSAGE: Those toll messages which originate and terminate within the same state.

LOCAL ACCESS AND TRANSPORT AREA (LATA): The geographic area established for the administration of communications service. It encompasses designated exchanges, which are grouped to serve common social, economic and other purposes

LOCAL EXCHANGE COMPANY (LEC): Any telephone company, as defined in Section 364.02(4), F.S., which, in addition to any other telephonic communication service, provides telecommunications service within exchange areas as those areas are described in the approved tariffs of the telephone company.

OPTIONAL CALLING PLAN: An optional service furnished under tariff provisions which recognizes a need of some subscribers for extended area calling without imposing the cost on the entire body of subscribers.

900 SERVICE: A service similar to 800 service, except this service is charged back to the customer based on first minute plus additional minute usage.

PIN NUMBER: A group of numbers used by a company to identify its customers.

PAY TELEPHONE SERVICE COMPANY: Any telephone company, other than a LEC, which provides pay telephone service as defined in Section 364.335(4), F.S.

POINT OF PRESENCE (POP): Bell-coined term which designates the actual (physical) location of an IXC's facility. Replaces some applications of the term "demarcation point."

PRIMARY SERVICE: Individual line service or party line service.

RESELLER: An IXC that does not have certain facilities but purchases telecommunications service from an IXC and then resells that service to others.

STATION: A telephone instrument consisting of a transmitter, receiver, and associated apparatus so connected as to permit sending and/or receiving telephone messages.

SUBSCRIBER, CUSTOMER: Terms used interchangeably to mean any person, firm, partnership, corporation, municipality, cooperative organization, or governmental agency supplied with communication service by a telephone company.

SUBSCRIBER LINE: The circuit or channel used to connect the subscriber station with the central office equipment.

SWITCHING CENTER: Location at which telephone traffic, either local or toll, is switched or connected from one circuit or line to another. A local switching center may be comprised of several central office units.

TRUNK: A communication channel between central office units or entities, or private branch exchanges.

EXHIBIT 1

Proposed Interexchange Tariff

TITLE SHEET

FLORIDA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by Genesis Communications International, Inc. ("Carrier" or "Company"), with principal offices at 11995 El Camino Real, Suite 102, San Diego, California 92130-2565. This tariff applies for services furnished within the State of Florida. The tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

ISSUED: January 20, 2000

EFFECTIVE:

By:

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CHECK SHEET

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

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	25	Original
2	Original	26	Original
3	Original	27	Original
4	Original	28	Original
5	Original	29	Original
6	Original	30	Original
7	Original	31	Original
8	Original	32	Original
9	Original	33	Original
10	Original	34	Original
11	Original	35	Original
12	Original	36	Original
13	Original	37	Original
14	Original	38	Original
15	Original	39	Original
16	Original	40	Original
17	Original	41	Original
18	Original	42	Original
19	Original	43	Original
20	Original	44	Original
21	Original	45	Original
22	Original	46	Original
23	Original	47	Original
24	Original	48	Original

* Indicates new or revised page.

ISSUED: January 20, 2000

EFFECTIVE:

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CHECK SHEET (Cont'd)

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
49	Original		
50	Original		
51	Original		
52	Original		
53	Original		
54	Original		
55	Original		
56	Original		
57	Original		
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59	Original		
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61	Original		
62	Original		
63	Original		
64	Original		
65	Original		
66	Original		

* Indicates new or revised page.

ISSUED: January 20, 2000

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ISSUED: January 20, 2000

EFFECTIVE:

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SYMBOLS SHEET

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

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation But No Change in Rate or Charge

ISSUED: January 20, 2000

EFFECTIVE:

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TARIFF FORMAT SHEET

- A. Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the FPSC. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc, the FPSC follows in their tariff approval process, the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

ISSUED: January 20, 2000

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TARIFF FORMAT SHEET (Cont'd)

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

ISSUED: January 20, 2000

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement from a local exchange telephone company or other common carrier, using either dedicated or switched access, which connects a Subscriber's location to Carrier's network or switching center.

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

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

Calling Card - A postpaid or prepaid calling card issued by Carrier which allows Subscribers and/or Users to make telephone calls and charge the calls to a postpaid or prepaid account. Calls charged to a Carrier-issued postpaid Calling Card will appear on the Subscriber's regular monthly bill. Calls charged to a Carrier-issued prepaid Calling Card will be charged against the debit account.

Carrier or Company - Refers to Genesis Communications International, Inc.

Commission - Refers to the Florida Public Service Commission.

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

Day - The term "day" means 8:00 A.M. to, but not including, 5:00 p.m. local time at the originating city, Monday through Friday, excluding company-specific holidays.

Evening - The term "evening" means 5:00 P.M. to, but not including, 11:00 P.M. local time at the originating city, Sunday through Friday and on Company-specified holidays except when a lower rate would normally apply.

ISSUED: January 20, 2000

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Holiday - The term "holiday" means all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Local Access and Transport Area (LATA) - The term "Local Access Transport Area" denotes a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 82-0192, within which a local exchange company provides communications services.

Measured Charge - A charge assessed on a per minute basis in calculating a portion of the charges due for a completed interexchange call.

Night - The word "Night" shall mean 11:00 P.M. to, but not including, 8:00 A.M. local time in the originating city Sunday through Friday, all day on Saturday, and all day Sunday except from 5:00 P.M. to, but not including 11:00 P.M.

State - The State of Florida.

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

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

Term - The time frame by which the Subscriber agrees to be served by the Carrier.

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

ISSUED: January 20, 2000

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company.

Company's services and facilities are furnished for communications originating at specified points within the State of Florida under terms of this tariff.

Company's installs, operates and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. It may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer to allow connection of a customer's location to the Company's network. The customer shall be responsible for all charges due for such service arrangement.

Company's services and facilities are provided on a monthly basis unless ordered on a longer term basis, and are available twenty-four hours per day, seven days per week.

The selling of IXC telecommunication service to uncertificated IXC resellers is prohibited.

ISSUED: January 20, 2000

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.2 Limitations of Service

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this tariff.
- 2.2.2 The Company's reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control: or when the customer is using service in violation of the law or the provisions of the tariff.
- 2.2.3 All facilities provided under this tariff are directly controlled by the Company and the customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier for the Florida Public Service Commission.

ISSUED: January 20, 2000

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company

- 2.3.1 Except as otherwise stated in this section, the liability of Carrier for damages arising out of either: (1) the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services, or (2) the failure to furnish its service, whether caused by acts or omission, shall be limited to the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5.
- 2.3.2 Except for the extension of allowances to the Customer for interruptions in service as set forth in Section 2.5, Carrier shall not be liable to a Customer or third party for any direct, indirect, special, incidental, reliance, consequential, exemplary or punitive damages, including, but not limited to, loss of revenue or profits, for any reason whatsoever, including, but not limited to, any act or omission, failure to perform, delay, interruption, failure to provide any service or any failure in or breakdown of facilities associated with the service.
- 2.3.3 The liability of Carrier for errors in billing that result in overpayment by the Customer shall be limited to a credit equal to the dollar amount erroneously billed or, in the event that payment has been made and service has been discontinued, to a refund of the amount erroneously billed.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

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

- A. Any act or omission of: (1) the Customer, (2) any other entity furnishing service, equipment or facilities for use in conjunction with services or facilities provided by Carrier; or (3) common carriers or warehousemen;
- B. Any delay or failure of performance or equipment due to causes beyond Carrier'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 Carrier; unavailability, failure or malfunction of equipment or facilities provided by the Customer or third parties; and any law, order, regulation or other action of any governing authority or agency thereof;
- C. Any unlawful or unauthorized use of Carrier's facilities and services;

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.3 Liabilities of the Company (Cont'd)

- 2.3.5 Carrier shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Carrier or Customer equipment or facilities or service provided by Carrier.
- 2.3.6 Carrier does not guarantee nor make any warranty with respect to installations Provided by it for use in an explosive atmosphere. Carrier shall be indemnified, defended and held harmless by the Customer from and against any and all claims, loss, demands, suits, or other action, or any liability whatsoever, including attorney fees, whether suffered, made, instituted or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any equipment or facilities or the service.

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

2.3.7 Carrier assumes no responsibility for the availability or performance of any cable or satellite systems or related facilities under the control of other entities, or for other facilities provided by other entities used for service to the Customer, even if Carrier has acted as the Customer's agent in arranging for such facilities or services. Such facilities are provided subject to such degree of protection or nonpreemptibility as may be provided by the other entities.

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

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

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.4 Interruption of Service

- 2.4.1 Credit allowance for the interruption of service which is not due to The Company's testing or adjusting, negligence or the customer, or to the failure of channels or equipment provided by the customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by the customer within his control, if any, furnished by the customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.
- 2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.
- 2.4.3 The customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

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

"A" - outage time in hours

"B" - total days in month

"C" - total monthly charge for affected facility

ISSUED: January 20, 2000

EFFECTIVE:

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.5 Disconnection of Service by Carrier

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

- 2.5.1 Non-payment of any sum due to carrier for regulated service for more than thirty days beyond the date of rendition of the bill for such service.
- 2.5.2 A violation of any regulation governing the service under this tariff.
- 2.5.3 A violation of any law, rule, or regulation of any government authority having jurisdiction over such service.
- 2.5.4 The company has given the customer notice and has allowed a reasonable time to comply with any rule, or remedy, and deficiency as stated in Rule 25-4.113, F.A.C., Refusal or Discontinuance of Service by Company.

ISSUED: January 20, 2000

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SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.6 Deposits

The Company does not require a deposit from the customer.

2.7 Advance Payments

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

2.8 Taxes

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

ISSUED: January 20, 2000

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SECTION 2 - RULES AND REGULATIONS (Cont'd)2.10 Employee Service

All full time employees of Genesis are eligible to receive service under Rate Schedules 4.10, 4.11 and 4.12 of this tariff. Genesis employee Rate Schedules 4.10 , 4.11 and 4.12 are limited to the telephone numbers for the presubscribed service, which is located in the primary residence of the employee. These Genesis Rate Schedules limited to personal use of the travel card by the employee. These employee programs may not be used for any business or commercial purpose.

ISSUED: January 20, 2000

EFFECTIVE:

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SECTION 3 - DESCRIPTION OF SERVICE3.1 Billing and Call Timing

The Company shall bill in increments based upon the service subscribed to by the customer. Billing shall commence when the called station goes "off hook" and billing shall terminate when either the calling station or the called station goes "on hook." In locations where hardware answer supervision cannot be provided, Feature Group A terminations with software answer supervision will be used. Where software answer supervision is used, charges will be made for calls where voice frequencies are detected, a continuous tone (modem tone) is detected, where there is one minute of silence, or where there are two minutes of ringing.

3.2. Uncompleted Calls

Except as provided in section 3.1, the Company does not bill customers for calls that are not completed (busy numbers, no answer, etc.).

3.3 Credit and Refunds

If a credit is requested on a call due to trouble on the line (such as bad connection, disconnection, wrong number dialed, etc.), and the credit is requested immediately through the operator of the underlying carrier, it is issued promptly. All other credit requests are handled through the Company's business office.

ISSUED: January 20, 2000

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.4 Calculation of Distance

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

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The Company uses the rate centers that are produced by Bell Communications Research in the NPA-NXX V & H Coordinates Tape and Bell's NECA Tariff No. 4.

FORMULA:

The square
root of:
$$\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}$$

3.5 Minimum Call Completion Rate

A customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods.

ISSUED: January 20, 2000

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.6 Charges Based on Duration of Use

3.6.1 Each call is rated and billed in increments according to the service provided and the following conventions:

- A. Commercial. Calls made using any service offered to commercial Subscribers will be rounded up to the next billing increment at the termination of a call.
- B. Residential. Calls made using any service offered to residential Subscribers will be rounded up to the next billing increment at the termination of a call.
- C. Exceptions. Special rounding arrangements may be made through contractual arrangements.

ISSUED: January 20, 2000

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings3.7.1 Commercial WorldSaver Long Distance Rate Plan C01

Service provides basic 1+ long distance service for switched access customers. Calls are billed in six second initial and additional increments with a six second minimum. A monthly service charge may apply for this service.

3.7.2 Commercial WorldSaver Travel Card Rate Plan C01

Service permits Customers who hold a valid travel card to place calls by dialing a toll free number furnished by the Carrier, entering their desired destination number and then their travel card number. The program applies only to calls completed without live operator assistance. Carrier will continue to provide this service until the Customer contacts the Company and specifically requests cancellation of this service. Calls are billed in six second initial and additional increments with a thirty second minimum. In addition to the per minute usage charges, all calls under this program are subject to a per call surcharge, which is applicable 24 hours per day, 365 days per year. A monthly service charge may apply for this service.

3.7.3 Commercial WorldSaver 800 Service Rate Plan C01

Service is an inbound 800 service program available to Carrier Customers. The Customer receives an 800 number which can be utilized for inbound traffic to Customer's location. Inbound traffic may originate from any other location within the State. Carrier will continue to provide this service until the Customer contacts the Company and specifically requests cancellation of this service. Calls are billed in six second initial and additional increments with a six second minimum. A monthly service charge may apply for this service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.4 Residential "Domestic United" Plan

The Domestic United Plan provides basic 1+ long distance service for switched access customers. This plan was designed for customers who place a majority of their calls domestically and spend at least \$15.00 pre month in domestic long distance charges. Calls are billed in 60 second increments with a 60 second minimum. A monthly service charge may apply for this service.

3.7.5 Residential "World United" Plan

The World United Plan provides basic 1+ long distance service for switched access customers. This plan was designed for customers who place a majority of their calls internationally and spend at least \$15.00 per month in domestic long distance charges. Calls are billed in 60 second increments with a 60 second minimum. A monthly service charge may apply for this service.

3.7.6 Residential "WorldSaver" Plan

The WorldSaver Plan provides basic 1+ long distance service for switched access customers. This plan was designed for customers who spend less than 15.00 per month in total long distance charges. Calls are billed in 60 second increments with a 60 second minimum. A monthly service charge may apply for this service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.7 Service Offerings (Cont'd)

3.7.7 Residential "Talk More-Spend Less" Plan

The Talk More - Spend Less Plan provides basic 1+ long distance service for switched access customers who make most of their calls internationally and spend at least \$15.00 per month in long distance charges. Calls are billed in 60 second increments with a 60 second minimum. The Talk More - Spend Less plan automatically discounts the per minute rate by 50% after the first 10 minutes of a call. A monthly service charge may apply for this service.

ISSUED: January 20, 2000

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.8 Small Business Plan 0

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend more than \$225.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.9 Small Business Plan 1

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$200.00 - \$225.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.10 Small Business Plan 2

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$175.00 - 200.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.11 Small Business Plan 3

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$150.00 - \$175.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.12 Small Business Plan 4

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$125.00 - \$150.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.13 Small Business Plan 5

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$100.00 - \$125.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

ISSUED: January 20, 2000

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.7 Service Offerings (Cont'd)

3.7.14 Small Business Plan 6

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$75.00 - \$100.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.15 Small Business Plan 7

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$50.00 - \$75.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.16 Small Business Plan 8

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$25.00 - \$50.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.17 Small Business Plan 9

This plan provides basic 1+ long distance service for switched access customers. This plan was designed for small business customers that spend between \$0.00 - \$25.00 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.18 Small Business - Inbound Toll Free Service Plan 0

This plan provides toll free 800/888/877 service for switched access customers. This plan was designed for small business customers that spend more than \$200 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.19 Small Business - Inbound Toll Free Service Plan 1

This plan provides toll free 800/888/877 service for switched access customers. This plan was designed for small business customers that spend between \$150-\$200 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.20 Small Business - Inbound Toll Free Service Plan 2

This plan provides toll free 800/888/877 service for switched access customers. This plan was designed for small business customers that spend between \$100-\$150 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.21 Small Business - Inbound Toll Free Service Plan 3

This plan provides toll free 800/888/877 service for switched access customers. This plan was designed for small business customers that spend between \$75-\$100 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.22 Small Business - Inbound Toll Free Service Plan 4

This plan provides toll free 800/888/877 service for switched access customers. This plan was designed for small business customers that spend between \$50-\$75 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)

3.7 Service Offerings (Cont'd)

3.7.23 Small Business - Inbound Toll Free Service Plan 5

This plan provides toll free 800/888/877 service for switched access customers. This plan was designed for small business customers that spend between \$25-\$50 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

3.7.24 Small Business - Inbound Toll Free Service Plan 6

This plan provides toll free 800/888/877 service for switched access customers. This plan was designed for small business customers that spend between \$0-\$25 per month in total long distance charges. Calls are billed in 6 second increments with a 6 second minimum. A monthly service charge may apply for this service.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.25 Residential "Hispanic Advantage" Plan

The Hispanic Advantage Plan provides 1+ long distance service for switched access customers. This plan was designed for customers who place a majority of their calls internationally. The Hispanic Advantage value-added approach views enrollees as members rather than customers and by virtue of this membership, provides a series of benefits and discounts in addition to long distance. Calls are billed in 60 second increments with a 60 second minimum. A monthly service charge may apply for this service. Special Discount for calls longer than 10 minutes - The Hispanic Advantage plan automatically discounts the per minute rate by 50% after the first 10 minutes of a call. All Hispanic Advantage members will receive a complimentary 1-year magazine subscription. The plan also provides discounts for products and services. These products/services include: Travel, Insurance, Immigration services, Computers/Internet, Legal Assistance, Cellular and paging. As an extension of the plan, a portion of the \$4.95 membership dues will be donated to Hispanic-oriented charities and causes throughout the U.S. and Mexico.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.26 Residential "Hispanic Advantage-Domestic" Plan

The Hispanic Advantage Domestic Plan provides basic + long distance service for switched access customers. This plan was designed for customer who place a majority of their calls domestically. The Hispanic Advantage Domestic value-added approach views enrollees as members rather than customers, and by virtue of this membership, provides a series of benefits and discounts in addition to long distance. Calls are billed in 60 second increments with a 60 second minimum. A monthly service charge may apply for this service. All Hispanic Advantage members will receive a complimentary 1-year magazine subscription. The plan also provides discounts for products and services. These products/services include: Travel, Insurance, Immigration services, Computers/Internet, Legal Assistance, Cellular and Paging. As an extension of the plan, a portion of the \$5.95 membership dues will be donated to Hispanic-oriented charities and causes throughout the US and Mexico.

3.7.27 Long Distance Directory Assistance

A charge applies to all Directory Assistance calls made from all points within the State.

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SECTION 3 - DESCRIPTION OF SERVICE (Cont'd)3.7 Service Offerings (Cont'd)3.7.28 Public Pay Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan, effective October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all intrastate, interstate, and international calls that originate from any domestic pay telephone used to access Company services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with service, applies for the use of the instrument used to access Company service and is unrelated to the Company service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the # symbol).

Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

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SECTION 4 - RATES

4.1 Commercial WorldSaver Long Distance Rate Plan C01

4.1.1 Monthly Service Charge: \$0.00

4.1.2 Usage Rates:

Day/Evening/Night Rates

Initial 6 Seconds
\$0.01495

Additional 6 Seconds
\$0.01495

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SECTION 4 - RATES (Cont'd)

4.2 Commercial WorldSaver Travel Card Rate Plan C01

4.2.1 Monthly Service Charge: \$0.00

4.2.2 Usage Rates:

Day/Evening/Night Rates

Initial 6 Seconds

\$0.25

Additional 6 Seconds

\$0.25

4.2.3 Per Call Charge: \$0.15

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SECTION 4 - RATES (Cont'd)

4.3 Commercial World Saver 800 Service Rate Plan C01

4.3.1 Monthly Service Charge: \$4.95

4.3.2 Usage Rates:

Day/Evening/Night Rates

Initial 6 Seconds

\$0.01595

Additional 6 Seconds

\$0.01595

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SECTION 4 - RATES (Cont'd)

4.4 Residential "Domestic United" Plan

4.4.1 Monthly Service Charge: \$4.95

4.4.2 Usage Rates:

Day/Evening/Night Rates

Initial 6 Seconds

\$0.0950

Additional 6 Seconds

\$0.0950

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SECTION 4 - RATES (Cont'd)

4.5 Residential "World United" Plan

4.5.1 Monthly Service Charge: \$3.95

4.5.2 Usage Rates:

A.	Day Rates	
	Initial Min.	Additional Min.
	\$0.2800	0.2800
B.	Evening Rates	
	Initial Min.	Additional Min.
	\$0.1600	\$0.1600
C.	Night Rates	
	Initial Min.	Additional Min.
	\$0.1600	\$0.1600

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SECTION 4 - RATES (Cont'd)

4.6 Residential "WorldSaver" Plan

4.6.1 Monthly Service Charge: \$3.95

4.6.2 Usage Rates:

Day/Evening/Night Rates

Initial

\$0.2000

Additional Min.

\$0.2000

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SECTION 4 - RATES (Cont'd)

4.7 Residential "Talk More-Spend Less" Plan

4.7.1 Monthly Service Charge: \$3.95

4.7.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.

\$0.2200

Additional Min.

\$0.2200

4.7.3 Special Discount For Calls Longer Than 10 Minutes - The Talk More - Spend Less plan automatically discounts the per minute rate by 50% after the first 10 minutes of a call.

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SECTION 4 - RATES (Cont'd)

4.8 Small Business Plan 0

4.8.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.8.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.0950

Additional Min.
\$0.0950

4.8.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.8.4 All Small Business Plan 0 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)4.9 Small Business Plan 1

4.9.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.9.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1000Additional Min.
\$0.10004.9.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.9.4 All Small Business Plan 1 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)4.10 Small Business Plan 2

4.10.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.10.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.

\$0.1050

Additional Min.

\$0.1050

4.10.3 Basic Account Codes per month: \$5.00

Verified Account Codes per month: \$10.00

4.10.4 All Small Business Plan 2 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.11 Small Business Plan 3

4.11.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.11.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1100

Additional Min.
\$0.1100

4.11.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.11.4 All Small Business Plan 3 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.12 Small Business Plan 4

4.12.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.12.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.

Additional Min.

\$0.1150

\$0.1150

4.12.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.12.4 All Small Business Plan 4 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

ISSUED: January 20, 2000

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SECTION 4 - RATES (Cont'd)4.13 Small Business Plan 5

4.13.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.13.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.

\$0.1200

Additional Min.

\$0.1200

4.13.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.13.4 All Small Business Plan 5 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

ISSUED: January 20, 2000

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SECTION 4 - RATES (Cont'd)4.14 Small Business Plan 6

4.14.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.14.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.	Additional Min.
\$0.1250	\$0.1250

4.14.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.14.4 All Small Business Plan 6 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

ISSUED: January 20, 2000

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SECTION 4 - RATES (Cont'd)4.15 Small Business Plan 7

4.15.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.15.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1300Additional Min.
\$0.13004.15.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.15.4 All Small Business Plan 7 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.16 Small Business Plan 8

4.16.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.16.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.	Additional Min.
\$0.1350	\$0.1350

4.16.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.16.4 All Small Business Plan 8 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)4.17 Small Business Plan 9

4.17.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month.

4.17.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.	Additional Min.
\$0.1400	\$0.1400

4.17.3 Basic Account Codes per month: \$5.00
Verified Account Codes per month: \$10.00

4.17.4 All Small Business Plan 9 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

ISSUED: January 20, 2000

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SECTION 4 - RATES (Cont'd)

4.18 Small Business - Inbound Toll Free Service Plan 0

4.18.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month

4.18.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1050

Additional Min.
\$0.1050

4.18.3 All Small Business Inbound Toll Free Plan 0 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.19 Small Business - Inbound Toll Free Service Plan 1

4.19.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month

4.19.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1100

Additional Min.
\$0.1100

4.19.3 All Small Business Inbound Toll Free Plan 1 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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EFFECTIVE:

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SECTION 4 - RATES (Cont'd)4.20 Small Business - Inbound Toll Free Service Plan 2

4.20.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month

4.20.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1150Additional Min.
\$0.1150

4.20.3 All Small Business Inbound Toll Free Plan 2 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.21 Small Business - Inbound Toll Free Service Plan 3

4.21.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month

4.21.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.

Additional Min.

\$0.1200

\$0.1200

4.21.3 All Small Business Inbound Toll Free Plan 3 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)4.22 Small Business - Inbound Toll Free Service Plan 4

4.22.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month

4.22.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1250Additional Min.
\$0.1250

4.22.3 All Small Business Inbound Toll Free Plan 4 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.23 Small Business - Inbound Toll Free Service Plan 5

4.23.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month

4.23.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1300

Additional Min.
\$0.1300

4.23.3 All Small Business Inbound Toll Free Plan 5 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.24 Small Business - Inbound Toll Free Service Plan 6

4.24.1 Monthly Service Charge: \$5.00

This charge is waived if Customer spends more than \$100 per month

4.24.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.
\$0.1350

Additional Min.
\$0.1350

4.24.3 All Small Business Inbound Toll Free Plan 6 members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)4.25 Residential "Hispanic Advantage" Plan

4.25.1 Monthly Service Charge: \$4.95

4.25.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.

\$0.2200

Additional Min.

\$0.2200

4.25.3 Special Discount for calls longer than 10 minutes - The Hispanic Advantage plan automatically discounts the per minute rate by 50% after the first 10 minutes of a call. For example, a 15 minute call would be rated at \$0.2200 per minute during the first 10 minutes of the call and \$0.1100 per minute for the remaining 5 minutes of the call.

4.25.4 All Hispanic Advantage members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Since this is a binding contract, should the customer cancel the service at any time prior to the end of the 6 month or 12 month term, the customers will lose all of the Hispanic Advantage benefits including the magazine subscription. Genesis will also impose a \$25.00 early termination fee and will charge-back 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)4.26 Residential "Hispanic Advantage-Domestic" Plan

4.26.1 Monthly Service Charge: \$5.95

4.26.2 Usage Rates:

Day/Evening/Night Rates

Initial Min.

\$0.0950

Additional Min.

\$0.0950

4.26.3 All Hispanic Advantage members will automatically get an additional 5% or 10% discount on all long distance calls by agreeing to retain Genesis as their long distance company for a minimum of 6 months or 12 months without interruption. The 5% discount applies to all long distance calls on a 6 month contract and the 10% discount applies to all long distance calls on a 12 month contract. Since this is a binding contract, should the customer cancel the service at any time prior to the end of the 6 month or 12 month term, the customers will lose all of the Hispanic Advantage benefits including the magazine subscription. Genesis will also impose a \$25.00 early termination fee and will charge-back the 5% or 10% discount that had been provided as part of this contract.

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SECTION 4 - RATES (Cont'd)

4.27 Long Distance Directory Assistance

Rate Per Request: \$0.75

4.28 Public Telephone Surcharge

Per Call Charge: \$0.75

4.29 Payment of Calls

4.29.1 Late Payment Charges

Interest charges of 1.5% per month will be assessed on all unpaid balances more than thirty days old.

4.29.2 Return Check Charges

A return check charge of \$25.00 will be assessed 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, which ever is greater.

4.30 Restoration of Service

A reconnection fee of \$25.00 per occurrence is charged when service is re-established for customers who had been disconnected for non-payment.

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SECTION 4 - RATES (Cont'd)4.31 Presubscribed Line Charge ("PLC")

Presubscribed Line Charges are neither contributory to nor eligible to receive discounts nor are they eligible to contribute to meeting minimum monthly usage requirements. This charge applies on a monthly basis to all Customer monthly bills beginning with bills dated on or after January 11, 2000. The application of this charge is subject to billing availability.

4.31.1 Residential Customers

- 4.31.1.1 Non-Primary Lines --A PLC of \$1.26 applies to each non-primary residential line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer has more than one line.
- 4.31.1.2 Primary --A PLC of \$1.26 applies to each primary residential line presubscribed to the Company as the primary interexchange carrier.

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SECTION 4 - RATES (Cont'd)

4.31 Presubscribed Line Charge ("PLC") (Cont'd)

4.31.2 Business Customers

- 4.31.2.1 Single Line --A PLC of \$3.26 applies to each line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer has only one line.
- 4.31.2.2 Centrex Lines --A PLC of \$3.26 applies to each Centrex line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer accesses the Company via a Local Exchange Carrier-provided Centrex line.
- 4.31.2.3 All Other Lines --A PLC of \$3.26 applies to each line presubscribed to the Company as the primary interexchange carrier for all other Customers of the Company's business services.

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SECTION 4 - RATES (Cont'd)

4.31 Presubscribed Line Charge ("PLC") (Cont'd)

4.31.3 ISDN Lines

4.31.3.1 BRI-ISDN Lines --A PLC of \$3.26 applies to each residential line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer accesses the Company via a local exchange carrier-provided Basic Rate Interface Integrated Digital Services Network line.

4.31.3.2 PRI-ISDN Lines --A PLC of \$3.26 applies to each line presubscribed to the Company as the primary interexchange carrier where the Company can determine that the Customer accesses the Company via a Local Exchange Carrier-provided Primary Rate Interface Integrated Services Digital Network line.

309362.3

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EXHIBIT 2

Financial Statements

Applicant is financially qualified to provide telecommunications services in Florida. In particular, Applicant has access to the financing and capital necessary to conduct its telecommunications operations as specified in this application. Attached in a sealed envelope is a copy of Genesis Communications International, Inc.'s audited financial statements for the years ended December 31, 1996 and 1997, and draft audited financial statements for year ended 1998. In addition, a copy of the Company's unaudited year to date 1999 financial statements as prepared by Genesis' Chief Financial Officer are also attached in the sealed envelope.

Please note that the financial statements included with this Exhibit contain confidential and proprietary information not generally available to the public. Therefore, the financial statements are enclosed in a sealed envelope. Disclosure of this financial information would cause harm to Applicant's business operations. Pursuant to Florida Statutes Section 364.183, Applicant respectfully requests that the information contained in the sealed envelope be given confidential treatment and that it not be made part of the public record or otherwise disclosed to the public.

The financial statements demonstrate that Applicant has sufficient financial capability to provide and maintain the requested service in the State of Florida, and to meet its lease or ownership obligations in connection with its provision of service in Florida.

Applicant possesses sound finances and the economic planning necessary to provide for its continued successful growth and the ability to provide continuous high quality services. As shown in the attached financial statements, Applicant's revenues from telecommunications services have grown significantly since the time of the Company's inception, from \$1,291,855 in 1995 to more than \$9,883,890 in 1996, \$11,717,603 in 1997, \$14,856,00 in 1998, and \$20,080,839 for the first nine (9) months of 1999 with pretax earnings of over \$544,000. Applicant submits that the availability of these resources demonstrate that Applicant has the financial qualifications to successfully provide the proposed resale services.

Applicant is a young Company that has been providing telecommunications services with success since its inception in March of 1995. As Applicant's operations increase, the Applicant's sales revenues are also expected to increase, and the Applicant's general and administrative expenses will be spread over a larger revenue base, allowing the Applicant to achieve long-term profitability.

Applicant submits that the attached financial statements demonstrate that the Company is financially qualified to provide the proposed telecommunications services in the State of Florida, and that the public interest will be served by the presence in the Florida marketplace of an experienced and financially sound new entrant.

EXHIBIT 3

Managerial and Technical Qualifications

EXECUTIVE MANAGEMENT TEAM

Derek M. Gietzen

President and Chief Executive Officer

As the company's President and CEO, Derek Gietzen manages all aspects of operations, sales and marketing for Genesis Communications. With nearly ten years of telecommunications experience, Mr. Gietzen has a proven track record of hands-on management with high-growth companies in the burgeoning telecommunications marketplace. Prior to co-founding Genesis, he served as President and Chief Operating Officer of WXL Communications, a competitive telecommunications provider in the newly deregulated Canadian marketplace, preceded by a term as vice president and general manager of a start-up long-distance company. In that capacity, Mr. Gietzen directed the growth of the company to over 400 employees and \$40 million in annual revenues in less than three years. Mr. Gietzen began his telecommunications career in the marketing division of Com Systems, Inc., a \$150-million long-distance and operator services provider.

Mr. Gietzen holds a B.S. degree in applied mathematics and a B.A. degree in economics from the University of California, Los Angeles.

Thalia R. Gietzen

Chief Financial Officer

Thalia Gietzen oversees all financial, accounting, human resource, customer care and order processing operations for Genesis Communications. She has extensive experience managing the financial operations for telecommunications companies and brings nearly ten years of industry experience to her position. Prior to co-founding Genesis Communications, Ms. Gietzen served as the Chief Financial Officer and Vice President of Finance for a large long-distance and operator services provider. In this capacity, she managed the finance, accounting and human resources for the company and its subsidiaries. Ms. Gietzen also served as the assistant controller for Com Systems, Inc., a \$150-million long-distance and operator services provider. Ms. Gietzen began her career with Grant Thornton Accountants & Management Consultants.

Ms. Gietzen is a certified public accountant (CPA) and holds a B.S. degree in business administration and accounting from California State University, Northridge.

Ruben R. Caraveo
Vice President of Operations

Ruben Caraveo is responsible for overseeing all of the daily activities of the engineering and operations groups at Genesis Communications. In this capacity, he manages the company's PC network support and data processing groups, as well as supervises the company's local and long-distance network trouble reporting and resolution department. Mr. Caraveo monitors the data exchange with local and long-distance carrier partners and leads the company's deployment of leading-edge technologies and automation processes. Mr. Caraveo has over ten years of marketing, information technology and management experience and has worked with various telecommunications companies ranging from \$1 million to over \$2 billion in annual revenues. His industry expertise spans data, network and systems analysis, business development and operations. Prior to joining Genesis, he served as director of operations for Worldtel Interactive.

Mr. Caraveo attended California State University, Northridge, School of Engineering.

De Lite S. Mullick
Director of Customer Care

De Lite Mullick is the Director of Customer Care for Genesis Communications and is responsible for spearheading the company's customer service and order processing groups. Ms. Mullick's brings extensive management experience and proven customer service expertise to her position. Prior to joining Genesis Communications, Ms. Mullick spent thirteen years working in various customer service capacities at Pitney Bowes Inc. For the last seven years, she was a district manager of customer service operations with responsibility over multiple field regions and branch teams. During her tenure with Pitney Bowes, Ms. Mullick received company recognition as well as a variety of awards for service excellence.

Ms. Mullick holds a B.A. from the University of California, Los Angeles.

Mary Anne Kremicki
Vice President of Corporate Finance

As vice president of corporate finance for Genesis Communications, Mary Anne Kremicki is responsible for various aspects of the company's day-to-day accounting operations including accounts payable, billing and collections, tax reporting and requirements and employee benefits. Ms. Kremicki brings over thirteen years of experience in corporate finance to her position. Prior to joining Genesis Communications, she served as the corporate controller for a \$4.5 million property management company that handled properties in California, Hawaii, and Oregon.

Ms. Kremicki is a certified public accountant (CPA) and holds a B.S. degree in business administration and accounting from California State University Northridge.

Michael A. Ginolfi**Director of Engineering**

Michael Ginolfi is the director of engineering for Genesis Communications. In this capacity, he is responsible for overseeing all areas of the company's network and switching operations and network provisioning. With over twenty years of telecommunications experience, Mr. Ginolfi brings extensive technical and management expertise to his position. Prior to joining Genesis Communications, Mr. Ginolfi served as the Vice President of Carrier Services for Colorado-based QUOcom Inc. Previous to that position, Mr. Ginolfi was the general operations manager of Thrifty Tel, a California-based telecommunications company. During his tenure as a telecommunications professional, Mr. Ginolfi has managed switch site activities and network operations for telecommunications companies ranging from \$5 million to \$1 billion in annual revenues.

Mr. Ginolfi holds a B.B.A in business computer systems from Eastern Michigan University.

Tim Miranda**Director of Sales**

As Director of Sales, Tim Miranda manages all of the company's retail sales activities which currently includes overseeing Genesis' in-house sales force of over 150 sales representatives. In this position, he is also instrumental in ensuring that the company maintains its sales quality levels while continuing to expand its residential and commercial local and long-distance customer base. In addition, Mr. Miranda is responsible for recruiting and maintaining external sales agents, as well as managing the sales and marketing of Genesis' prepaid local and long distance services. Mr. Miranda has over 7 years of telecommunications sales experience.

Mr. Miranda attended California State University, San Marcos, majoring in Business Administration.