

# MILLER ISAR

REGULATORY CONSULTANTS

3220 UDDENBERG LANE, SUITE 4  
GIG HARBOR, WASHINGTON 98335

STACEY A. KLINZMAN

TELEPHONE: 253.851.6700  
FACSIMILE: 253.851.6474  
HTTP://WWW.MILLERISAR.COM

July 10, 2000

JUL 11 AM 9:36  
MAIL ROOM

OVERNIGHT DELIVERY

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

000830-Tt

RE: United Communications HUB, Inc. – Application for Interexchange  
Authority

Dear Sir/Madam:

Enclosed please find an original and six (6) copies of United Communications HUB, Inc.'s ("UC HUB") application for interexchange authority in the state of Florida. Also enclosed is a check in the amount of \$250.00 in payment of the filing fee.

Please note that the financial statements attached as Exhibit C are sealed in a manila envelope and labeled "Confidential." UC HUB respectfully requests that its financials be viewed by Commission staff only, while engaged in their governmental duties, and not released to the public. To that end, UC HUB requests the Commission to grant its Motion for Protective Order filed herewith.

Also please note that United Communications HUB, Inc. has been providing interexchange service to a small number of Florida residents since April of 1999. UC HUB's operations group began provisioning services without verifying whether the company had been granted intrastate operating authority. It was not until UC HUB pursued certification that it was recognized that services should not have been offered. UC HUB files this application to bring itself into compliance with Florida law and Commission regulations and commits to working with Commission staff to resolve this issue.

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

Initials of person who forwarded check:

DOCUMENT NUMBER-DATE

08331 JUL 11 8

FPSC-RECORDS/REPORTING

Division of Records and Reporting  
July 10, 2000  
Page 2 of 2

Please acknowledge receipt of this filing by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage paid envelope enclosed for this purpose.

Questions regarding this application may be directed to me.

Sincerely,

**Miller Isar**

A handwritten signature in black ink, appearing to read "Stacey A. Klinzman". The signature is fluid and cursive, with the first name being the most prominent.

Stacey A. Klinzman  
Senior Consultant

Enclosures

cc: Mr. Larry Wilcox (w/out enclosures)  
Ms. Karen Sharbrough (w/enclosures)  
Mr. Chuck Eckenberg (w/enclosures)

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application )  
of United Communications HUB, Inc. )  
for Original Authority to Provide )  
Interexchange Telecommunications ) No. \_\_\_\_\_  
Services Within the State of Florida )

**APPLICATION FOR AUTHORITY**

United Communications HUB, Inc. ("Applicant"), pursuant to Rules 25-24.470, 25-24.471, 25-24.473 and 25-24.480(2) of the Florida Public Service Commission, hereby files an Application for Original Authority to Provide Interexchange Telecommunications Services within the State of Florida ("Application") with the Florida Public Service Commission ("Commission"). In support of its Application, Applicant provides the following information in accordance with Florida Public Service Commission Form PSC/CMU 31 (12/96):

1. Applicant requests original authority to operate as an interexchange telecommunications company providing switched and dedicated access services within the State of Florida. As a switchless non-facilities-based provider of long-distance interexchange telecommunications services, Applicant does not require construction of its own facilities, nor does it have plans to construct telecommunications facilities of its own.

2. Applicant's legal name is United Communications HUB, Inc.

3. Applicant will be doing business as United Communications HUB, Inc.

4 and 5. Applicant's official mailing address is:

United Communications HUB, Inc.  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Telephone: 626.683.8383  
Facsimile: 626.683.3789

Applicant will not have a Florida office, nor maintain employees in the State of Florida. All of Applicant's operations will be directed from Applicant's national office.

6. Applicant proposes to provide resold switched and dedicated access inbound and outbound interexchange telecommunications services for the direct transmission and reception of voice and data between locations throughout the State of Florida. Specifically, Applicant will offer switched and dedicated "1 Plus" and "800" services, and travel card service. Applicant does not propose to offer alternative operator services to the transient public.

7. Applicant is a privately held company organized under the laws of the State of California on February 22, 1999. Applicant's Articles of Incorporation are submitted as **Exhibit**

**A.**

8 and 9. Not applicable.

10. Applicant's certificate of authority to operate in Florida is filed herewith **Exhibit**

**B.**

11-15. Not applicable.

16 and 17. Applicant's billing will be performed by:

TRG  
4 King Street W., Suite 1400  
Toronto, Ontario  
Canada M5H1B6

Bills will be mailed directly to customers.

18. (a) Correspondence and communications concerning this Application and  
Tariff should be directed to Applicant's regulatory consultant:

Stacey A. Klinzman  
Regulatory Consultant  
Harbor Consulting Group Inc.  
3220 Uddenberg Lane, Suite 4  
Gig Harbor, Washington 98335

Telephone: 253.851.6700  
Facsimile: 253.851.6474

(b) The official point of contact for ongoing operations of the Applicant is:

Mr. Larry Wilcox  
United Communications HUB, Inc.  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Telephone: 626.683.8383  
Facsimile: 626.683.3789

(c) Customer complaints/inquiries should be directed to Applicant's customer  
service manager:

Ms. Karen Sharbrough  
United Communications HUB, Inc.  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Telephone: 800.862.9970

19. (a) Applicant is authorized to provide interexchange telecommunications  
services in Arkansas, California, Colorado, Delaware, Idaho, Indiana, Iowa, Idaho, Kentucky,  
Mississippi, Massachusetts, Maine, Michigan, Missouri, Mississippi, Montana, Nebraska, New  
Jersey, New York, North Dakota, Ohio, Oregon, Pennsylvania, Rhode Island, South Carolina,  
South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington and Wyoming.

(b) Applicant has applications pending in Alaska, Connecticut, Georgia, Hawaii, Kansas, Louisiana, Maryland, Minnesota, North Carolina, New Mexico and West Virginia. Applicant intends to obtain certification in all 50 states.

(c) Applicant is currently providing telecommunications services in the states in which it has been approved.

(d) - (f) In no states has Applicant been denied authority to operate as an interexchange telecommunications company or had regulatory penalties imposed for violations of telecommunications statutes, or been involved in civil court proceedings with an interexchange carrier, local exchange company or other telecommunications entity.

20. (a) No officers, directors or any of the ten largest shareholders have been adjudged bankrupt, mentally incompetent or found guilty of a felony or of any crime. No proceedings are pending against any officers, directors or shareholders that may result in such a finding.

(b) None of Applicant's officers and directors have been involved previously in a Florida certificated telephone company.

21. Applicant is a value-added, non-facilities-based provider of resold MTS interexchange telecommunications services. Applicant proposes to provide switched and dedicated access services only for the direct transmission and reception of voice and data between locations throughout the State of Florida. Applicant's services will be available to subscribers twenty-four hours per day, seven days per week, at rates, terms and conditions established by Applicant. All network facilities are the property of, and controlled by, Applicant's underlying carrier, QWEST. Applicant assumes full responsibility for marketing and sales, billing and customer service functions.

Applicant seeks to provide long-distance services at rates that are competitive with those of other carriers providing interexchange service in the State of Florida. Rates, terms and conditions pertaining to Applicant's service appear in Applicant's tariff at **Exhibit E**.

22. Applicant's proposed tariff is attached hereto as **Exhibit E**.

23. (a) Applicant's financial statements, copies of which are attached as **Exhibit C**, demonstrate that Applicant has the financial viability to provide telecommunications services in the State of Florida. As a non-facilities-based provider of resold intrastate long-distance telecommunications services, Applicant does not require construction of its own facilities or have plans to construct facilities. Therefore, Applicant requires no additional capitalization or financing, nor does it expect to incur other than incremental service expenses to provide intrastate service in Florida.

(b) Applicant's senior managers have extensive experience in the telecommunications industry. Summaries of their experience appear as **Exhibit D**.

(c) Applicant's technical ability to provide service is entirely dependent on that of its underlying carrier, QWEST.

Commission approval of the instant Application will enable Applicant to offer the following long-term benefits to the public:

- (a) greater value to subscribers through lower-priced, better quality services;
- (b) increased consumer choice in telecommunications services;
- (c) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services; and
- (d) an additional tax revenue source for the State of Florida.

In addition, by utilizing existing carrier communications facilities, Applicant's service

will further promote more efficient use of those facilities, and provide greater revenues for local exchange carriers.

WHEREFORE, United Communications HUB, Inc. respectfully requests that the Florida Public Service Commission grant it Original Authority to operate as a reseller of telecommunications services within the State of Florida.



Respectfully submitted this 8<sup>th</sup> day of Oct, 1999.

United Communications HUB, Inc.

By: Larry Wilcox

Larry Wilcox

President

225 South Lake Avenue, Suite 705

Pasadena, California 91106

Telephone: 626.683.8383

Facsimile: 626.683.3789

Harbor Consulting Group Inc.  
3220 Uddenberg Lane, Suite 4  
Gig Harbor, Washington 98335

Telephone: 253.851.6700

Facsimile: 253.851.6474

Applicant's Regulatory Consultants

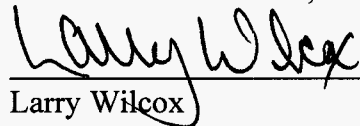
## APPLICANT ACKNOWLEDGMENT STATEMENT

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 of \$50.00 is required.
2. **GROSS RECEIPTS TAX:** I understand that all telephone companies must pay a gross receipts tax of two and one-half percent on all intra and interstate business.
3. **SALES TAX:** I understand that a seven percent sales tax must be paid on intra and interstate revenues.
4. **APPLICATION FEE:** A non-refundable application fee of \$250.00 must be submitted with the application.

Respectfully submitted this 8<sup>th</sup> day of Oct, 1999.

United Communications HUB, Inc.

By:



Larry Wilcox

President

225 South Lake Avenue, Suite 705

Pasadena, California 91106

Telephone: 626.683.8383

Facsimile: 626.683.3789

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF FLORIDA

In the Matter of the Application of )  
of United Communications HUB, Inc. )  
for Original Authority to Provide )  
Interexchange Telecommunications ) No. \_\_\_\_\_  
Services Within the State of Florida )

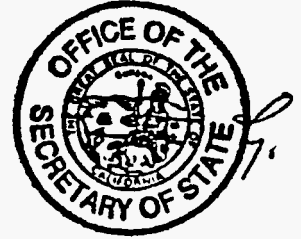
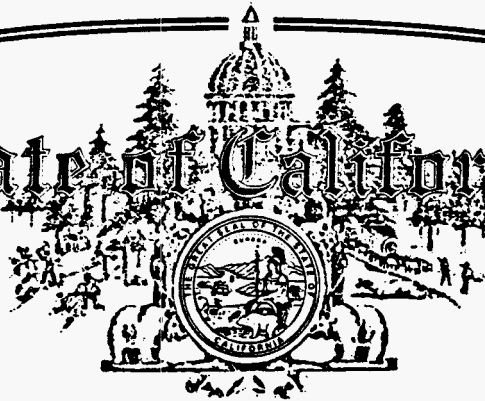
**LIST OF EXHIBITS AND APPENDICES**

- EXHIBIT A ARTICLES OF ORGANIZATION
- EXHIBIT B CERTIFICATE OF AUTHORITY
- EXHIBIT C FINANCIAL STATEMENTS
- EXHIBIT D MANAGEMENT EXPERIENCE
- EXHIBIT E PROPOSED TARIFF
  
- APPENDIX A CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT
- APPENDIX B CUSTOMER DEPOSITS AND ADVANCE PAYMENTS
- APPENDIX C CURRENT FLORIDA INTRASTATE SERVICES
- APPENDIX D AFFIDAVIT

**EXHIBIT A**

**ARTICLES OF ORGANIZATION**  
(Attached)

State of California 2043018



**SECRETARY OF STATE**

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 3 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this day of

FEB 25 1999



*Bill Jones*

Secretary of State

2043018

**ENDORSED - FILED**  
In the office of the Secretary of State  
of the State of California

FEB 22 1999

BILL JONES, Secretary of State

Articles of Incorporation of

U C Hub

One: The name of this corporation is U C Hub.

Two: The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business, or the practice of a profession permitted to be incorporated by the California Corporations Code.

Three: The name and address in this state of this corporation's initial agent for service of process are:

Larry Wilcox  
10 Appaloosa Lane  
West Hills, CA 91307

Four: The number of directors shall be not fewer than 3 (three) nor more than 5 (five). The exact number of directors shall be fixed within these specified limits by the board of directors or the shareholders in the manner provided in the bylaws..

Five: This corporation is authorized to issue only one class of shares, which shall be designated "common" shares. The total number of such shares authorized to be issued is 50,000,000 (Fifty million) shares.

Six: Every shareholder, before selling or transferring any shares of the corporation, must first offer the shares to the corporation and then to the holders of the remaining outstanding shares, in the following manner:

(1) The offering shareholder shall mail or personally deliver a written offer to the secretary of the corporation, stating the number and class of shares and the price, terms, and conditions of the proposed sale or transfer including the name of any proposed outside buyer. The corporation shall then have the right to purchase any or all of those shares at the price and on the terms and conditions stated in the offer, by giving written notice to the offering shareholder of its election to purchase a specified number of shares. This notice shall be given by mail or personal delivery within ten days after the date of the shareholder's written offer, as that date is defined in subparagraph (8) of this article.

(2) If the corporation fails to give notice of its election to purchase within the prescribed period, or if it elects to purchase fewer than all of the shares being offered, the secretary of the corporation, as soon as possible and in no event more than fifteen days after the date of the written

offer, shall mail or personally deliver a copy of the offer together with a statement of the number of shares not being purchased by the corporation, to each holder of remaining outstanding shares. Each of these shareholders shall then have the right to purchase part or all of the available number of shares at the price and on the terms and conditions stated in the offering shareholder's written offer, by giving the secretary of the corporation a written notice of intent to purchase. This notice of intent to purchase shall state the number of shares that the shareholder wishes to purchase, and shall be given by mail or personal delivery to the secretary of the corporation within thirty days after the offering shareholder's written offer was given to the corporation, as defined in subparagraph (8) of this article.

(3) If the total number of shares specified by the several shareholders in their respective notices of intent to purchase exceeds the number of available shares specified in the secretary's statement, each purchasing shareholder shall be entitled to purchase that fraction of the number of shares specified in the shareholder's notice of intent to purchase that is equal to the number of the shareholder's shares with purchase rights under this article, divided by the total number of shares with purchase rights held by all shareholders who gave notice of intent to purchase.

(4) If fewer than all the shares offered for sale by the offering shareholder are subscribed to under subparagraphs (1) and (2) of this article, each shareholder who desires additional shares shall be entitled to purchase that fraction of the shares not subscribed to that is equal to the number of the shareholder's shares with purchase rights under this article, divided by the total number of shares with purchase rights held by all shareholders who desire to purchase the remaining shares.

(5) Unless otherwise specifically stated in the shareholder's notice of intent to purchase shares given under subparagraph (2) of this article, that notice shall also be considered an offer to purchase the number of shares to which the shareholder is entitled under subparagraph (3) or subparagraph (4) of this article.

(6) If fewer than all the shares specified by the selling shareholder in the offer are subscribed to under subparagraphs (1), (2), (3), or (4) of this article within the time periods specified for exercising the respective rights to purchase shares granted by this article, the offering shareholder shall be required to sell the specified shares to the corporation or to any of the shareholders pursuant to their respective notices of intent to purchase, and may dispose of the remaining specified shares to the proposed buyer specified in the offering shareholders' written offer to the secretary of the corporation within forty five days after the date of the written offer to sell, provided that such shareholder shall not sell or transfer these shares at a lower price or on terms less favorable to the seller than those specified in the offer to the secretary.

(7) Unless otherwise prohibited by law or by these articles of incorporation, the corporation may purchase its own shares from any offering shareholder; provided, however, that the corporation shall not purchase all of its outstanding voting shares. Any sale or transfer, or purported sale or transfer, of the corporation's shares by any shareholder shall be null and void unless the terms, conditions, and provisions of this article are strictly followed.

(8) Each offer, notice, or statement provided for in this article shall be considered given when it is personally delivered to the person to whom it is to be given, or when it is deposited in the United States mail, by first-class mail properly addressed to such person and with all postage or other charges fully prepaid.

Seven: The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

Eight: The corporation is authorized to indemnify the directors and officers of the corporation to the fullest extent permissible under California law.

Date: February 22, 1999

By: 

\_\_\_\_\_  
Todd C. Smith  
Incorporator





**CERTIFICATE OF AMENDMENT**

OF

**ARTICLES OF INCORPORATION OF THE UC HUB, INC.**

Larry Wilcox, Bill Thompson, Mike Scharborough, and Richard Walker certify that:

1. They are each directors of UC HUB, Inc., A California Corporation. They are the only current directors of UC HUB, Inc. No shares of UC HUB, Inc have been issued as of the date of the filing of this amendment
2. Article One of the Articles of Incorporation of UC HUB, Inc., are amended to read as follows:  

**One: The Name of this corporation is United Communications HUB, Inc.**
3. Article Six of the Articles of Incorporation of UC HUB Inc., are amended as follows:  

**Six: [Deleted]**
4. The foregoing Amendments have been approved by unanimous vote by the directors and of the corporation, there being no shares yet issued by the corporation, no vote of shareholders in accordance with Corporations Code Section 903 is required. Further, the name change is made pursuant to name reservation number R0563717 issued June 8, 1999, and expiring August 8, 1999.

5. We further declare under the penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Larry Wilcox,  
Chairman of the Board of Directors

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Bill Thompson,  
Director

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Mike Scharborough  
Director

Dated: \_\_\_\_\_  
By: \_\_\_\_\_  
Richard Walker  
Director

**EXHIBIT B**

**CERTIFICATE OF AUTHORITY**  
(Attached)



FLORIDA DEPARTMENT OF STATE  
Katherine Harris  
Secretary of State

January 25, 2000

RHIANNON LUDLOW  
TCS  
6455 EAST JOHNS CROSSING, SUITE 285  
DULUTH, GA 30097

Qualification documents for UNITED COMMUNICATIONS HUB, INC. were filed on January 20, 2000 and assigned document number F00000000441. Please refer to this number whenever corresponding with this office.

Your corporation is now qualified and authorized to transact business in Florida as of the file date.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date. A Federal Employer Identification (FEI) number will be required before this report can be filed. If you do not already have an FEI number, please apply NOW with the Internal Revenue by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding this matter, please telephone (850) 487-6091, the Foreign Qualification/Tax Lien Section.

Diane Cushing  
Corporate Specialist  
Division of Corporations

Letter Number: 800A00003474

**TRANSMITTAL LETTER**

TO: Qualification/Tax Lien Section  
Division of Corporations

SUBJECT: United Communications HUB, Inc.  
(Name of corporation - must include suffix)

Dear Sir or Madam:

The enclosed "Application by Foreign Corporation for Authorization to Transact Business in Florida", "Certificate of Existence", and check are submitted to register the above referenced foreign corporation to transact business in Florida.

Please return all correspondence concerning this matter to the following:

**Chris Stockhoff**  
\_\_\_\_\_  
(Name of Person)

**Telecom Compliance Services, Inc.**  
\_\_\_\_\_  
(Firm/Company)

**6455 East Johns Crossing**  
\_\_\_\_\_  
(Address)

**Duluth                      GA                      30097**  
\_\_\_\_\_  
(City/State/Zip)

00 JAN 20 PM 1:39  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

Should you need to call someone concerning this matter, please call:

Chris Stockhoff at ( 678 ) 775-2244  
(Name of Person) (Area Code & Daytime Telephone Number)

**COURIER ADDRESS:**

Qualification/Tax Lien Sec.  
Division of Corporations  
409 E. Gaines St  
Tallahassee, FL 32399

**MAILING ADDRESS:**

Qualification/Tax Lien Section  
Division of Corporations  
P. O. Box 6327  
Tallahassee, FL 32314

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

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

- 1. United Communications HUB, Inc.
2. California
3. 95-4727687
4. 2/23/99
5. perpetual
6. upon qualification
7. 6455 East Johns Crossing, Suite 285, Duluth, GA 30097

00 JAN 20 PM 1:39 SECRETARY OF STATE DIVISION OF CORPORATIONS

- 8. Provide Telecommunication Services

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

Name: National Corporate Research, Ltd.

Office Address: 1406 Hays Street, Suite #2

Tallahassee, Florida, 32301 (Zip Code)

- 10. Registered agent's acceptance:

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

Handwritten signature of John L. Nork...

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

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

**A. DIRECTORS (Street address only- P. O. Box NOT acceptable)**

Chairman: Please see attached list for other directors

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

Vice Chairman: \_\_\_\_\_

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

Director: Larry Wilcox

Address: 225 South Lake Avenue, Suite 705, Pasadena, CA 91106

Director: William Thompson

Address: 225 South Lake Avenue, Suite 705, Pasadena, CA 91106

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

President: Larry Wilcox

Address: 225 South Lake Avenue, Suite 705, Pasadena, CA 91106

Vice President: \_\_\_\_\_

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

Secretary: Larry Wilcox

Address: 225 South Lake Avenue, Suite 705, Pasadena, CA 91106

Treasurer: Larry Wilcox

Address: 225 South Lake Avenue, Suite 705, Pasadena, CA 91106

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

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

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

00 JAN 20 PM 1:39  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

## **EXHIBIT C**

### **FINANCIAL STATEMENTS**

Applicant's verified financial statements are attached hereto. Applicant considers its financial statements to be proprietary and confidential. The data contained in these documents reveal the size, nature and scope of Applicant's business and financial operations to competitors and potential competitors. Therefore, pursuant to Applicant's Motion for Protective Order, Applicant requests that the Commission treat Applicant's financial statements as proprietary, to maintain the confidentiality of the data contained therein. Applicant's financial statements are submitted under protective seal, accordingly.



VERIFICATION OF FINANCIAL STATEMENTS

STATE OF CALIFORNIA )  
 )  
COUNTY OF LOS ANGELES ) ss.

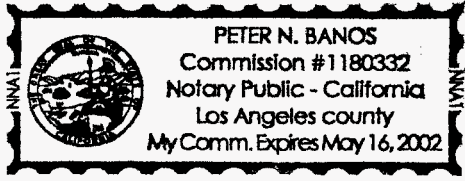
I, Larry Wilcox, being first duly sworn and deposed, state that I am President of United Communications HUB, Inc., Applicant in this matter, and am authorized to make this verification; that I have read the foregoing financial statements and know the contents thereof; and as to those matters that are therein stated on information or belief, I believe them to be true.

Larry Wilcox  
Larry Wilcox

Subscribed and sworn to before me this 8<sup>th</sup> day of October, 1999.

Peter N. Banos  
Notary Public in and for the State of California,

residing at: PASADENA, CA  
750 E GREEN ST #301  
PASADENA, CA 91101



My Commission Expires 5/16/2002

**EXHIBIT D**

**MANAGEMENT EXPERIENCE**  
(Attached)

## Key Executives' Experience

**Larry Wilcox, Director, Chairman, President and CEO:** Mr. Wilcox, has extensive experience in creating and developing new business ventures in the entertainment, media and the high-growth telecom and computer technology markets. Previously, Mr. Wilcox was President and founder of WilComm, a telecommunications company he started in the mid-80s, and was also President and CEO of Wilcox Productions, where he produced, directed and wrote television movies, commercials, and an award-winning international television series. Also, he was president and founder of MediaCore, a technology company specializing in compression algorithms for the Internet and multi-media applications.

In contrast to his entrepreneurial and technology background, many people remember Mr. Wilcox for his award-winning television and movie entertainment career, and as a star for the successful television series "ChiPs", playing the role of CHIP Officer Jon Baker; ChiPs was syndicated successfully in over 100 foreign countries. Recently, a reunion ChiPs movie was produced by him for TNT and became one of the highest-rated movies in the history of TNT. It is expected that Mr. Wilcox's name and identity recognition in business and the entertainment world will be a public relations catalyst for the Company.

Over the last eight years, Mr. Wilcox has launched and managed a number of successful enterprises ranging from clothing to international television productions. More recently, Mr. Wilcox focused exclusively on the development of the Company to provide advance telephone services and technologies; he brings extensive experience and knowledge of emerging technologies and the ability to attract and lead teams to the successful completion of critical tasks.

**Edwin Bowles, Vice President and Manager: Software Development, OnePlus Billing and Provisioning, Application Development:** Mr. Bowles has over 38 years of experience in application software development, database design, systems management and telephony operations, bringing the necessary experience and talent to accomplish the Company's mission. Mr. Bowles's experience includes the development and implementation of a large mid-western data-processing service bureau serving over 200 local and remote clients through a company called the Advanced Management Technologies, Inc., which he founded to provide turnkey PC software for telecommunications. His company also provided specialized billing services required for telecommunications billing and cost allocations which included data acquisition, database management, rating, and statement generation and delivery. His extensive experience in telecom billing systems includes 11 years of billing and cost allocation, over 6 years of statement preparation and delivery, 22 years of large mainframe use, and over 12 years of PC use. He has pioneered the use of PCs in large production environments in both telecommunications and direct mail applications.

**Chuck Eckenberg, Vice President: Marketing and Sales.** Mr. Eckenberg has over 25 years of experience in executive positions in the telecom industry, encompassing customer service, sales, advertising, and direct response marketing for major national, international and Fortune 1000 companies. Mr. Eckenberg's assignments have covered all areas of telecom operations, including outsourcing of telemarketing services, long distance and prepaid cards; he was interim COO as a consultant to a client company for which he provided guidance in the company's growth from \$3 million per month billings to over \$20 million per month, and, while on assignment in Winnipeg, Canada, he assisted the local community colleges and universities in the preparation of a two-year course leading to a degree in call-center management.

**James Mabey, Vice President: MDU Operations.** Mr. Mabey has worked extensively in the telecommunications industry over the past 20 years, specializing in tenant services. He has been the CEO of his own communications company and has been employed in various other companies, having begun his career in 1977 in the cable-TV industry. Mr. Mabey has lectured throughout the US on the successful integration of real estate offerings with on-site tenant services such as voice, video, data, and power. Mr. Mabey had an extensive career in Latin America where he co-founded a company that dominated the major hotel pay-per-view and on-demand products for international guests. In 1993, Mr. Mabey negotiated the acquisition of the cable-TV franchise and fiber optics services in the Yucatan Peninsula in Mexico, including the services for Cancun and Cozumel. His experience includes all aspects of communications technology, including hardware and software integration.

**EXHIBIT E**

**PROPOSED TARIFF**  
(Attached)

TELECOMMUNICATIONS TARIFF

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations, and rates applicable to the furnishing of telecommunications services provided by United Communications HUB, Inc. ("UC HUB") within the State of Florida. This Tariff is on file with the Florida Public Service Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 225 South Lake Avenue, Suite 705, Pasadena, California 91106.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**CHECK SHEET**

Sheets 1 through 27 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

---

Issued: July 11, 2000

Issued By:

Effective Date:

Larry Wilcox

President

225 South Lake Avenue, Suite 705

Pasadena, California 91106

**TABLE OF CONTENTS**

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Title Sheet	1
Check Sheet	2
Table of Contents	3
Explanation of Symbols	4
Tariff Format	5
 Section	
1. Technical Terms and Abbreviations	6
2. Rules and Regulations	8
3. Description of Service	20
4. Rates	23

---

Issued: July 11, 2000  
Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

**EXPLANATION OF SYMBOLS**

- (D) **Deleted or discontinued**
- (I) A change resulting in an **increase** to a Customer's bill
- (M) **Moved from** another Tariff location
- (N) **New.**
- (R) A change resulting in a **reduction** to a Customer's bill
- (T) A change in **text or regulation** but no change to rate or charge

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106



---

**TARIFF FORMAT**

- A. **Sheet Numbering** - Sheet numbers appear in the heading of each sheet. Sheets are numbered sequentially. However, occasionally, 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 sheet. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in its Tariff approval process, the most current sheet number on file with the Commission is not always the sheet 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 code is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated Check Sheet accompanies the Tariff filing. The Check Sheet lists the sheets contained in the Tariff with a cross reference to the current revision number. When new sheets are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this sheet if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some sheets). The Tariff user should refer to the latest Check Sheet to find if a particular sheet is the most current on file with the Commission.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Account Code:**

A numerical code, one or more of which are available to a Customer to enable identification of individual users or groups of users on an account and to allocate costs of service accordingly.

**Called Station:**

The terminating point of a call (i.e., the called number).

**Commission:**

Florida Public Service Commission

**Company:**

United Communications HUB, Inc. ("UC HUB")

**Credit Card:**

A valid bank or financial organization card, representing an account to which the costs of products and services purchased by the card holder may be charged for future payment. Such cards include those issued by VISA or MasterCard.

**Customer:**

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

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued**

**Disconnect or Disconnection:**

The termination of a circuit connection between the originating station and the called station or the Company's operator.

**Subscriber:**

See "Customer" definition.

**"800" Number:**

An interexchange service offered pursuant to this Tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 887-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

---

Issued: July 11, 2000

Issued By:

Effective Date:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

## SECTION 2 - RULES AND REGULATIONS

### 2.1. UNDERTAKING OF THE COMPANY

- 2.1.1. Company's services are furnished for telecommunications originating and terminating in any area within the State of Florida. All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.
- 2.1.2. Company is a non-facilities-based provider of resold interexchange telecommunications to Customers for their direct transmission and reception of voice, data, and other types of communications.
- 2.1.3. Company resells access, switching, transport, and termination services provided by interexchange carriers.
- 2.1.4. Subject to availability, the Customer may use account codes to identify the users or user groups on an account. The numerical composition of the codes shall be set by Company to assure compatibility with the Company's accounting and billing systems and to avoid the duplication of codes.
- 2.1.5. The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.
- 2.1.6. Request for service under this Tariff will authorize the Company to conduct a credit search on the Customer. The Company reserves the right to refuse service on the basis of credit history, and to refuse further service due to late payment or nonpayment by the Customer.

### 2.2. LIMITATIONS OF SERVICE

- 2.2.1. Service is offered subject to availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.2. LIMITATIONS OF SERVICE, Continued**

- 2.2.2. Company reserves the right to immediately disconnect service without incurring liability when necessitated by conditions beyond the Company's control or when the Customer is using the service in violation of either the provisions of this Tariff or the Commission rules.
- 2.2.3. The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.2.4. The Customer obtains no property right or interest in the use of any specific type of facility, service, equipment, telephone number, process or code. All rights, titles and interests remain, at all times, solely with the Company.
- 2.2.5. 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 of service.
- 2.2.6. The Company reserves the right to refuse an application for service by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

**2.3. USE**

- 2.3.1. Service may be used for the transmission of communications by the Customer for any lawful purpose for which the service is technically suited.
- 2.3.2. Service may not be used for any unlawful purpose or for any purpose for which any payment or other compensation is received by the Customer, except when the Customer is certificated as an interexchange carrier by the Commission. This provision does not prohibit an arrangement between the Customer, authorized user or joint user to share the cost of service.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.3. USE, Continued**

2.3.3. Application for service may be made verbally or in writing. The name(s) of the Customer(s) desiring to use the service must be set forth in the application for service.

2.3.4. The Company strictly prohibits use of the Company's services without payment or an avoidance of payment by the Customer by fraudulent means or devices including providing falsified calling card numbers or invalid calling card numbers to the Company, providing falsified or invalid credit card numbers to the Company or in any way misrepresenting the identity of the Customer.

**2.4. LIABILITIES OF THE COMPANY**

2.4.1. The liability of the Company arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities and not caused by the negligence of the Customer, commences upon activation of service and in no event exceeds an amount equivalent to the proportionate charge to the Customer for the period of service during which such mistakes, omissions, interruptions, delays, errors or defects in transmission occur, unless ordered by the Commission. To the extent permitted by law, the Company will in no event be responsible for any indirect, incidental, consequential, reliance, special, lost revenue, lost savings, lost profits, or exemplary or punitive damages, regardless of the form of action, whether in contract, tort, negligence of any kind whether active or passive, strict liability or otherwise. The terms of this Section shall apply notwithstanding the failure of any exclusive remedy.

2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.

2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.4. LIABILITIES OF THE COMPANY, Continued**

2.4.4. Company shall be indemnified and held harmless by the Customer against:

- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
- B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
- C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.

2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

2.4.6. Company shall not be liable for and the Customer indemnifies and holds harmless from any and all loss claims, demands, suits, or other action or liability whatsoever, whether suffered, made instituted or asserted by the Customer or by any other party or person, for any personal injury to, death of any person or persons, and for any loss, damage, defacement or destruction of the premises of the Customer or any other property, whether owned by the Customer or by others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location or use of equipment or wiring provided by Company where such installation, operation, failure to operate, maintenance, condition, location or use is not the direct result of Company's negligence.

---

Issued: July 11, 2000

Issued By:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.7. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.8. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.9. The Company shall not be liable for damages or adjustments, refunds, or cancellation of charges unless the Customer has notified the Company, in writing or verbally and within 30 days from date of invoice, unless Commission rules specify otherwise, of any dispute concerning charges, or the basis of any claim for damages, after the invoice is rendered by the Company for the call giving rise to such dispute or claim, unless ordered by the Commission pursuant to Florida law. Any such notice must set forth sufficient facts to provide the Company with a reasonable basis upon which to evaluate the Customer's claim or demands.

---

Issued: July 11, 2000

Issued By:

Larry Wilcox  
President225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:



---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.4. LIABILITIES OF THE COMPANY, Continued**

- 2.4.10. The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment. The unauthorized use of the Customer's communications equipment includes, but is not limited to, the placement of calls from the Customer's premises and the placement of calls through Customer-controlled or Customer-provisioned equipment that are transmitted or carried over the Company's network services without the authorization of the Customer. The Customer shall be fully liable for all such charges.
- 2.4.11. The Company will use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of, and compliance by the Customer with, the regulations contained in this Tariff. The Company does not guarantee availability by any such date and will not be liable for any delays in commencing service to any Customer.

**2.5. FULL FORCE AND EFFECT**

Should any provision or portion of this Tariff be held by a court or administrative agency of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions of this Tariff will remain in full force and effect.

**2.6. INTERRUPTION OF SERVICE**

- 2.6.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4., herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.6. INTERRUPTION OF SERVICE, Continued**

2.6.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.

2.6.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

Credit formula:  $\text{Credit} = (A/720) \times B$

A - outage time in hours

B - total monthly charge for affected utility

**2.7. RESTORATION OF SERVICE**

The use and restoration of service in emergencies shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

**2.8. MINIMUM SERVICE PERIOD**

The minimum service period is one month (30 days).

**2.9. PAYMENTS AND BILLING**

2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a late payment charge for the unpaid balance. The Company's late payment charge is listed at Section 4.3.1.
- 2.9.4. A returned check charge as listed in Section 4.3.2 of this Tariff will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.862.9970. Customer service representatives are available from 8:00 AM to 5:00 PM Pacific Time\*. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

\*5:00 AM – 2:00 PM, Eastern Standard Time

---

Issued: July 11, 2000

Issued By:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.9. PAYMENTS AND BILLING, Continued**

2.9.7., Continued

- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the Commission for its investigation and decision.

The address and telephone number of the Commission are:

Florida Public Service Commission  
Division of Consumer Affairs  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Telephone number: 904.413.6100  
Toll free number: 800.342.3552

**2.10. CANCELLATION BY CUSTOMER**

- 2.10.1. Customer may cancel service by providing written or verbal notice to Company at any time.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made.

---

Issued: July 11, 2000

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

**SECTION 2 - RULES AND REGULATIONS, Continued**

**2.10. CANCELLATION BY CUSTOMER, Continued**

2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:

- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
- B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
- C. If based on an order for service and construction has either begun or has been completed, but no service provided.

**2.11. CANCELLATION BY COMPANY**

2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:

- A. In the event of a condition determined to be hazardous to the Customer, to other Customers of the Company, to the Company's equipment, the public or to employees of the Company; or
- B. In the event of Customer use of equipment in such manner as to adversely affect the Company's equipment or the Company's service to others; or
- C. For unauthorized or fraudulent use.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 2 - RULES AND REGULATIONS, Continued**

- 2.11.2. Company may discontinue service according to the following conditions upon five (5) working days' notice:
- A. For violation of Company's filed tariffs; or
  - B. For the non-payment of any proper charge as provided by Company's Tariff; or
  - C. For Customer's breach of the contract for service with Company.
- 2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.11.4. The Company may refuse to permit collect calling, calling card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

**2.12. INTERCONNECTION**

- 2.12.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.

---

Issued: July 11, 2000

Issued By:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

---

**SECTION 2 - RULES AND REGULATIONS, Continued****2.12. INTERCONNECTION, Continued**

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

**2.13. DEPOSITS AND ADVANCE PAYMENTS**

For customers of dedicated services only, the Company reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

**2.14. CREDIT LIMIT**

The Company may, at any time and at its sole discretion, set a credit limit for any Customer's consumption of Services for any monthly period.

**2.15. 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.

**2.16. UNCERTIFICATED RESALE PROHIBITED**

Resale of any tariffed service appearing herein by uncertificated resellers is strictly prohibited. Applicable services may be resold or rebilled only by companies authorized by the Florida Public Service Commission to provide intrastate interexchange telecommunications services, in accordance with the Commission's rules. The Company requires proof of certification in the form of a Telephone Certificate of Public Convenience and Necessity, or a copy thereof, prior to providing services for resale.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President225 South Lake Avenue, Suite 705  
Pasadena, California 91106

---

**SECTION 3 - DESCRIPTION OF SERVICE****3.1. TIMING OF CALLS**

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the called party answers, (i.e. when any two-way communication, often referred to as "conversation time" is possible). When the called party answers is determined by hardware supervision in which the local telephone company sends a signal to the carrier's switch or the software utilizing audio tone detection. When software answer supervision is employed, up to sixty (60) seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when either the called or calling party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all calls except Travel Card calls is eighteen (18) seconds with six (6) second billing increments thereafter. Minimum call duration for calling cards is sixty (60) seconds with sixty (60) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

**3.2. MINIMUM CALL COMPLETION RATE**

Customers can expect a call completion rate of not less than ninety (90) percent during peak use periods for all Feature Group D Equal Access "1 plus" services. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President225 South Lake Avenue, Suite 705  
Pasadena, California 91106



**SECTION 3 - DESCRIPTION OF SERVICE, Continued****3.3. CALCULATION OF DISTANCE**

- 3.3.1. 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.
- 3.3.2. 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

$$\text{Root of: } \frac{(V1-V2) + (H1 - H2)}{10}$$

**3.4. UC HUB TELECOMMUNICATIONS SERVICES**

- 3.4.1. Company provides switched and dedicated access, inbound and outbound, telecommunications services which allow Customer to establish a communications path between two stations by using uniform dialing plans.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 3 - DESCRIPTION OF SERVICE, Continued**

**3.4. UC HUB TELECOMMUNICATIONS SERVICES, Continued**

3.4.2. **One Plus Service** is a switched or dedicated access service offering users outbound “1 plus” long distance telecommunications services.

3.4.3. **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.

3.4.4. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Travel Card calls are billed at the Company’s tariffed rates and appear on the Customer’s monthly long-distance bill.

**3.5. PROMOTIONS**

The Company may, from time to time, engage in special promotions of new or existing Service offerings of limited duration designed to attract new Customers or to increase existing Customer awareness of a particular offering. The promotional offerings are subject to the availability of the services and may be limited to a specific geographical area or to a subset of a specific market group; provided, however, all promotional offerings shall be approved by the Commission with specific starting and ending dates, and made part of this Tariff.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

**SECTION 4 - RATES**

**4.1. SERVICE CHARGES**

Service charges per account are based on the following schedules:

**4.1.1. Switched Access Services**

**A. Switched One Plus Service**

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0286	\$0.0095

**B. Switched 800 Service**

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0278	\$0.0093

---

Issued: July 11, 2000  
Issued By:

Larry Wilcox  
President  
225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

**SECTION 4 – RATES, Continued****4.1. SERVICE CHARGES, Continued****4.1.2. Dedicated Access Services**

Dedicated facilities must be provided by the Customer to the nearest Point of Presence.

**A. Dedicated One Plus Service**

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0176	\$0.0059

**B. Dedicated 800 Service**

<u>Initial 18 Seconds</u>	<u>Additional 6 Seconds</u>
\$0.0176	\$0.0059

**4.1.3. Travel Card Service**

Calling card charges are billed in sixty (60) second increments with a sixty (60) second minimum per call.

<u>Initial 60 Seconds</u>	<u>Additional 60 Seconds</u>
\$0.1490	\$0.1490

---

Issued: July 11, 2000

Issued By:

Effective Date:

Larry Wilcox

President

225 South Lake Avenue, Suite 705

Pasadena, California 91106

**SECTION 4 – RATES, Continued****4.2 DIRECTORY ASSISTANCE**

The Company provides Directory Assistance as an ancillary service exclusively to its customers. Directory Assistance is accessible by dialing “1”, the area code of the desired number and “555-1212”.

Directory Assistance, per call \$1.50

**4.3. MISCELLANEOUS CHARGES****4.3.1. Late Payment Charge**

Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty-one (31) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

**4.3.2. Returned Check Charge**

A charge of \$20.00 or five (5) percent of the amount of the check, whichever is greater, will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**4.3.3. Payphone Dial Around Surcharge**

All completed intrastate calls accessed via an “800” number to the Company’s network will incur a \$0.25 surcharge.

---

Issued: July 11, 2000

Issued By:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

**SECTION 4 – RATES, Continued****4.3. MISCELLANEOUS CHARGES, Continued****4.3.4 Origination and Termination Surcharges**

The Company will assess the following surcharges on calls originating or terminating outside of the Bell South service area.

<u>Service</u>	<u>Surcharge</u>
Switched Access, per call	\$0.02
Dedicated Access, per call	\$0.04

4.3.5. Toll-free Number Storage Fee, two or more toll-free numbers, each number, \$5.00

**4.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS**

Arrangements will be developed on a case-by-case basis in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a Service offered under this Tariff. Rates quoted in response to such competitive requests may be different than those specified for such Services in this Tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis, and made part of this Tariff.

**4.6. SPECIAL RATES FOR THE HANDICAPPED****4.6.1. Directory Assistance**

There shall be no charge for up to fifty (50) calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of fifty (50) within a billing cycle.

**4.6.2. Hearing and Speech Impaired Persons**

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

---

Issued: July 11, 2000

Effective Date:

Issued By:

Larry Wilcox  
 President  
 225 South Lake Avenue, Suite 705  
 Pasadena, California 91106

**SECTION 4 – RATES, Continued**

**4.6. SPECIAL RATES FOR THE HANDICAPPED, Continued**

**4.6.3. Telecommunications Relay Service**

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice non-relay call, except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted to 60 percent off of the otherwise applicable rate for a voice non-relay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

---

Issued: July 11, 2000

Issued By:

Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Effective Date:

**APPENDIX A**

**CERTIFICATE TRANSFER OR ASSIGNMENT STATEMENT**

Not applicable.



**APPENDIX B**

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**  
(Attached)

**CUSTOMER DEPOSITS AND ADVANCE PAYMENTS**

Applicant will not collect deposits nor will it collect payments for service more than one month in advance.

Respectfully submitted this 8<sup>th</sup> day of Oct, 1999.

United Communications HUB, Inc.

By: Larry Wilcox

Larry Wilcox

President

225 South Lake Avenue, Suite 705

Pasadena, California 91106

Telephone: 626.683.8383

Facsimile: 626.683.3789

**APPENDIX C**

**CURRENT FLORIDA INTRASTATE SERVICES**  
(Attached)

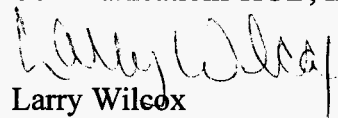
## CURRENT FLORIDA INTRASTATE SERVICES

Applicant has been providing incidental resold telecommunications services to Florida residents since 4-1999. Applicant is applying for certification to bring itself into compliance with Florida law and the rules and regulations of the Florida Public Service Commission ("Commission"). Applicant commits to working fully with the Commission to resolve this issue.

Respectfully submitted this 19<sup>th</sup> day of May, 2000.

United Communications HUB, Inc.

By:



Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Telephone: 626.683.8383

Facsimile: 626.683.3789

**APPENDIX D**

**AFFIDAVIT**  
(Attached)

**AFFIDAVIT**

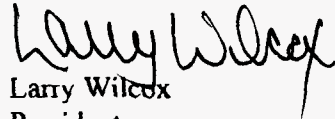
By my signature below, I, the undersigned officer, attest to the accuracy of the information contained in this application and attached documents and that the Applicant has the technical expertise, managerial ability, and financial capability to provide interexchange telecommunications service in the State of Florida. I have read the foregoing and declare that to the best of my knowledge and belief, the information is a true and correct statement. 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."

Respectfully submitted this 7 day of Feb, 2000.

United Communications HUB, Inc.

By:



Larry Wilcox  
President

225 South Lake Avenue, Suite 705  
Pasadena, California 91106

Telephone: 626.683.8383  
Facsimile: 626.683.3789

# MILLER ISAR

REGULATORY CONSULTANTS

RECEIVED  
FLORIDA PUBLIC  
SERVICE COMMISSION

00 JUL 11 AM 9:36

MAIL ROOM

3220 UDDENBERG LANE, SUITE 4  
GIG HARBOR, WASHINGTON 98335

STACEY A. KLINZMAN

TELEPHONE: 253.851.6700  
FACSIMILE: 253.851.6474  
HTTP://WWW.MILLERISAR.COM

July 10, 2000 DEPOSIT DATE  
D 3 2 9 7 JUL 13 2000

VIA OVERNIGHT DELIVERY

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

000830-TT

RE: United Communications HUB, Inc. – Application for Interexchange Authority

Dear Sir/Madam:

Enclosed please find an original and six (6) copies of United Communications HUB, Inc.'s ("UC HUB") application for interexchange authority in the state of Florida. Also enclosed is a check in the amount of \$250.00 in payment of the filing fee.

Please note that the financial statements attached as Exhibit C are sealed in a manila envelope and labeled "Confidential." UC HUB respectfully requests that its financials be viewed by Commission staff only while sealed in this envelope.

**UC HUB**  
10 APPALOOSA LN. 818-887-6820  
WEST HILLS, CA 91307

**UNION BANK OF CALIFORNIA**  
WARNER CENTER #129  
5855 TOPANGA CANYON BLVD.  
WOODLAND HILLS, CA 91367  
800 238 4486

6796

3/15/2000

16-49/1220

PAY TO THE ORDER OF FLORIDA PUBLIC SERVICE COMMISSION

\$ \*\*250.00

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

DOLLARS

FLORIDA PUBLIC SERVICE COMMISSION

Security features included. Details on back.

MEMO

⑈006796⑈

*Handwritten signature: Wang Wiley*