

TC 98-154

505 Sansome Street
Suite 900
San Francisco
California 94111

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP
Attorneys at Law

Telephone
415/392-7900
Facsimile
415/398-4321

Regina M. DeAngelis

September 14, 1998

VIA FEDERAL EXPRESS

Public Utilities Commission
State of South Dakota
Attention: Docket Office
500 E. Capitol Avenue
Pierre, South Dakota 57501

RECEIVED

SEP 15 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: Application and Request for Authority by New Concept
Communications, LLC

Dear Sir or Madam:

Enclosed please find:

1. An original and 11 copies of the above-referenced document; and
2. A check in the amount of \$250.00 for the filing fee.

Please file-stamp the extra copy and return it in the self-addressed stamped envelope which has been provided. Should you have any questions with respect to this filing, please telephone me at (415) 392-7900.

Thank you.

Very truly yours,

GOODIN, MACBRIDE,
SQUERI, SCHLOTZ & RITCHIE, LLP

By

Regina M. DeAngelis

Enclosures

TC98-154

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

RECEIVED

SEP 15 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

In the Matter of the Application)
of NEW CONCEPT)
COMMUNICATIONS, LLC)
for Authority to Operate as a)
Resale Carrier of Interexchange)
Telecommunications Services Within)
the State of South Dakota.)
_____)

Application No. _____

APPLICATION AND REQUEST FOR AUTHORITY

New Concept Communications, LLC ("Applicant") hereby applies to the South Dakota Public Utilities Commission for a certificate of public convenience and necessity authorizing it to operate as a resale carrier of interexchange telecommunications services pursuant to South Dakota Codified Laws § 49-31-3 and Chapter 20:10:24 of the Commission's rules. In support of this Application, Applicant furnishes the following information and documents:

1. Name, Address, and Telephone Number

Applicant's legal name is New Concept Communications, LLC. Applicant's address is 1421 State Street, Suite C, Santa Barbara, California 93101. Its telephone number is (805) 957-1423.

2. Operating Identity

Applicant will conduct business in South Dakota under the name, New Concept Communications, LLC.

3. Corporate Information

Applicant is a California corporation and was incorporated on January 10, 1997. A copy of Applicant's articles of organization is attached hereto as Exhibit A. A copy of its certificate of authority to transact business in South Dakota is attached hereto as Exhibit B.

4. Principal Office and Registered Agent

Applicant has no office in South Dakota. The name and address of its current registered agent are as follows:

Corporation Service Company
503 South Pierre Street
Pierre, South Dakota 57501

5. Shareholder Information

Christian Hunter
President & CEO
New Concept Communications, LLC
1421 State Street, Suite C
Santa Barbara, California 93101

Thomas Adams, III
Executive Vice President, Secretary, CFO
New Concept Communications, LLC
1421 State Street, Suite C
Santa Barbara, California 93101

Michael Dubrow
Executive Vice President
New Concept Communications, LLC
1421 State Street, Suite C

Santa Barbara, California 93101

6. Subsidiaries

Applicant has no ownership or control over any subsidiaries.

7. Description of Proposed Services

NCC intends to provide intrastate long distance telecommunications service, including debit cards, over resold transmission facilities. The Applicant's target markets include residential and business customers. NCC will subscribe to high volume intra- and inter-LATA services of facilities-based carriers, including switched and special access services, interconnection services, and interexchange services, and in turn, will retail communications services to its customers.

Applicant plans to provide telecommunication services from points of origin in South Dakota to destination points in South Dakota and other parts of the United States. Applicant will also provide South Dakota customers with service to foreign countries. The Applicant plans to resell a full line of inbound and outbound services, directory assistance, a travel card, and a debit card. NCC will not offer operator services. All services provided by NCC are intended for use by residential and business customers. Most calls will be billed in one minute increments subject to a minimum connect time of one minute, and all calls are rounded to the next highest minute. NCC will provide its services 24 hours a day, 7 days a week, to customers within South Dakota. NCC's customers may reach NCC's customer service department 24 hours a day by dialing toll-free (800) 472-2734. NCC will bill its business customers directly and use LEC billing for its residential customers.

8. Description of Means of Operation

Applicant will operate within South Dakota strictly on a resale basis and will not own or lease any facilities for the purpose of transmitting calls within the state.

Applicant expects initially to obtain network services for resale in South Dakota from WorldCom, Inc., whose address is 515 East Amite, Jackson, Mississippi 39201. Applicant may utilize network services of other authorized carriers in the future.

7. Description of Service Territory

Applicant will offer its services throughout South Dakota. A map of Applicant's service territory is attached hereto as Exhibit C.

8. Financial Information

Applicant's latest available balance sheet and income statement are attached hereto as Exhibit D. Applicant, a privately-held company, does not prepare annual reports to its stockholder.

9. Tariff

Applicant's tariff for services provided in South Dakota is attached hereto as Exhibit E.

10. Billing and Customer Service Matters; Regulatory Contacts

Applicant will bill its business customers using direct billing services. This service will be provided by Zero Plus Dialing, Inc., 7411 John Smith Drive, suite 200, San Antonio, Texas 78216. Applicant will bill its residential customers by contracting with the LEC, provided by ProfitTech, a national billing services provider. Applicant will handle all customer service issues itself. The contact person at the company for customer service questions is Ms. Lisa Sultan, Manager, Customer Service, New Concept Communications.

LLC, 1421 State Street, Suite C. Santa Barbara, California 93101, Tel: (800) 472-2734. Customer Service will provide a 24 hour, toll free contact point for customer contacts, and will be able to direct problems to appropriate personnel within Applicant's operations should the need arise.

Communications concerning other regulatory matters should be directed to:

Michael Dubrow
New Concept Communications, LLC
1421 State Street
Suite C
Santa Barbara, California 93101
Telephone: (805) 957-1423 or
(800) 972-2734

11. Registration to Conduct Business in Other States

Applicant is registered or certified to conduct business as a telecommunications carrier in Michigan, Texas, Montana, Colorado, New Jersey, Virginia, Iowa, Utah, Kentucky, Massachusetts, Idaho, New York, Wyoming, Wisconsin, Indiana, Oregon, California, Maryland, Florida, Illinois, Ohio, Missouri, and Pennsylvania.

Applicant has never been denied certification or registration in any state.

12. Marketing Information

Applicant has been operational approximately one year. In the state where Applicant is current authorized to offer services, Applicant markets its services through independent agents. These agents are compensated by NCC based on the amount of paid long-distance usage by the customers who the agents sign up on to NCC's services. NCC does not offer any type of training bonuses or recruitment bonuses. In addition to receiving commissions based on the paid usage of the customers that the agent directly signs up, the agents will receive a commission from these customers who, in turn, decide to market and subscribe customers. For example, if an agent directly subscribes customer A to NCC's services, the agent will receive a commission based on customer A's paid usage. If customer A, in turn, subscribes another customer to NCC's services, i.e., customer B, then the agent will receive a certain percentage commission based on customer B's and customer A's paid usage. Based on this methodology, NCC will compensate its agents in accordance with the following commission schedules:

Direct Sales:

Agents will receive a 5% commission based on the paid usage of all customers who the agent directly subscribes to NCC's services.

Other Sales:

The following schedule illustrates the commissions paid to agents when sales are made by their own customers.

Level One (a sale by agent's Customer A to Customer B) = 2% paid to agent (with a commission also going to Customer A)

Level Two (a sale by Customer B to Customer C) = .25% paid to agent (with a commission also going to Customer A and B)

Level Three (a sale by Customer C to Customer D) = .25% paid to agent (with a commission also going to Customer A, B & C)

Level Four (a sale by Customer D to Customer E) = .25% paid to agent (with a commission also going to Customer A, B, C & D)

Level Five (a sale by Customer E to Customer F) = 2% paid to agent (with a commission also going to Customer A, B, C, D and E)

Applicant plans on marketing services in South Dakota immediately upon certification.

13. Additional Information Concerning Applicant's Qualifications

As noted above, Applicant currently provides interexchange telecommunications services in a number of states. In addition, Applicant holds authority issued by the FCC pursuant to Section 214 of the Communications Act of 1934, as amended, to provide switched international services from all points in the United States. Applicant's South Dakota operations will be carried out and managed by the same highly-qualified personnel who are responsible for its operations in other jurisdictions. Applicant's proposed operations will be directed by the following people:

Mr. Christian Hunter, President and CEO, is also the President of Century Direct Marketing, Inc. ("CMD"), one of the nation's leading publishers and direct marketers of consumer information catalogs. Mr. Hunter's prior experience includes both sales and sales-training positions with Kelly Advertising & Marketing in 1991-1992, and a subsequent tenure in 1993-1994 as General Manager of Creative Advertising & Marketing. From January to June, 1995 he was Executive Vice President of Public Information Services, Inc.

Mr. Michael Dubrow attended University of California at Santa Barbara in 1971-72. From 1984 through 1991, he served as Managing Director and founding principal

at Chambers, Dunhill, Rubin & Co., a stable value investment firm. From 1991-1994, he was affiliated with Sloan Financial Group, a \$3 billion minority-owned financial services organization. In 1995, Mr. Dubrow served as President and CEO of Public Information Services, Inc., a publisher of consumer information catalogs. Since January 1997, Mr. Dubrow has served as Executive Vice President and Chief Information Officer of NCC. He will oversee the marketing business of NCC.

Mr. Thomas Adams received his B.A. in Business Economics from the University of California at Santa Barbara. Over the past several years, he has developed expertise in both the financial arena and the field of direct marketing. Mr. Adams will use his strengths in his capacity as Executive Vice President of Sales at NCC.

Mr. Antoine Bourdeaux, Vice President - Information Services, is a graduate of Boston University with a B.S. in Electrical Engineering. A First Lieutenant and Executive Officer in the US Army, he graduated with honors from the Army Communications Security School. Mr. Bourdeaux has extensive military and private sector experience in the fields of electrical engineering and computer sciences, with collateral experience in the design and operation of both digital and analog communications systems. Mr. Bourdeaux will manage the technical aspects of NCC's telecommunications business.

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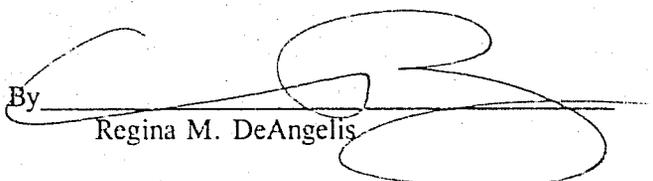
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WHEREFORE, New Concept Communications, LLC requests that the South Dakota Public Utilities Commission enter an order granting a certificate of public convenience and necessity authorizing New Concept Communications, LLC of operate as a resale carrier of interexchange telecommunications services as set forth above.

Dated this 14th day of September 1998 at San Francisco, California.

NEW CONCEPT COMMUNICATIONS, LLC
Michael Dubrow
1421 State Street, Suite C
Santa Barbara, California 93101
Telephone: (805) 957-1423 or
(800) 972-2734
Facsimile: (805) 899-2606

GOODIN, MACBRIDE, SQUERI,
SCHLOTZ & RITCHIE, LLP
Thomas J. MacBride, Jr.
Regina M. DeAngelis
505 Sansome Street, Suite 900
San Francisco, California 94111
Telephone: (415) 392-7900
Facsimile: (415) 398-4321

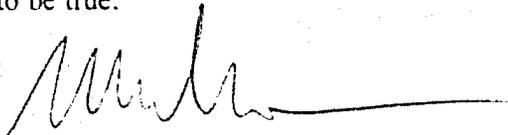
By 
Regina M. DeAngelis

Attorneys for NEW CONCEPT
COMMUNICATIONS, LLC

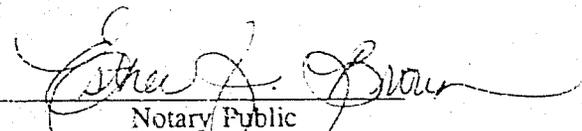
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PK4319.SD

STATE OF CALIFORNIA)
)
County of Santa Barbara)

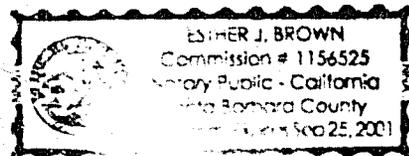
Michael Dubrow, being first duly sworn, deposes and says that he is Executive Vice President of New Concept Communications, LLC, the Applicant in the proceeding entitled above; that he is authorized to execute this verification on the Applicant's behalf; that he has read the foregoing application and knows the contents thereof; and that the same are true of his knowledge, except as to matters which are therein stated on information or belief, and as to those matters he believe them to be true.

By 
Michael Dubrow

Subscribed and sworn to before this 8th day of SEPT., 1998.

By 
Notary Public

2532\002
PK4319.SD



RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

State of California

Bill Jones

Secretary of State
SACRAMENTO

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

That the annexed transcript of 1 page(s) was prepared by
and in this office from the record on file, 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

JAN 15 1997

Bill Jones

Secretary of State

NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE



Sill Jones
Secretary of State

LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION

LLC-1

IMPORTANT - Read the instructions before completing the form.

This document is presented for filing pursuant to Section 17050 of the California Corporations Code.

Limited liability company name:

(List the name with "LLC" or "Limited Liability Company". The periodic suffixes set forth in "LLC", "Limited" and "Company" may be abbreviated to "Ltd." and "Co.")

NEW CONCEPT COMMUNICATIONS, LLC

Latest date (month/day/year) on which the limited liability company is to dissolve:

December 31, 2050

The purpose of the limited liability company is to engage in any lawful act or activity for which a limited liability company may be organized under the Beverly-Killea Limited Liability Company Act.

Enter the name of initial agent for service of process and check the appropriate provision below:

Joseph D. Abkin

which is

an individual residing in California. Proceed to Item 5.

a corporation which has filed a certificate pursuant to Section 1505 of the California Corporations Code. Skip Item 5 and proceed to Item 6.

If the initial agent for service of process is an individual, enter a business or residential street address in California:

Street address: 222 East Carrillo Street, Suite 400

City: Santa Barbara

State: CALIFORNIA

Zip Code: 93101

The limited liability company will be managed by: (check one)

one manager

more than one manager

limited liability company members

If other matters are to be included in the Articles of Organization attach one or more separate pages.

Number of pages attached, if any:

None

It is hereby declared that I am the person who executed this instrument, which execution is my act and deed.

Manager of organization

Joseph D. Abkin

or: print name of organizer

on: January 9, 1997

For Secretary of State Use

101997010079

FILED

In the office of the Secretary of State
of the State of California

JAN 10 1997

BILL JONES, Secretary of State

LIMITED LIABILITY COMPANY:

New Concept Communications, LLC
1421 State Street
Suite C
Santa Barbara, CA 93101

MANAGERS:

Christian Hunter
169 El Sueno Road
Santa Barbara, CA 93110

Thomas R. Adams, III
29B South Soledad
Santa Barbara, CA 93103

Michael Dubrow
25 Monte Vista Lane
Santa Barbara, CA 93105

OFFICERS:

Christian Hunter - President and Chief Executive Officer
(Address Above)

Thomas R. Adams, III - Executive Vice President, Secretary and chief financial Officer
(Address Above)

Michael Dubrow - Executive Vice President
(Address Above)

Sven H. Klein - Vice President, Marketing
2334 State Street
Santa Barbara, CA 93105

Antoine D. Bourdaeux - Vice President, Information Services
3491 Foothill Road
Santa Barbara, CA 93105

State of South Dakota



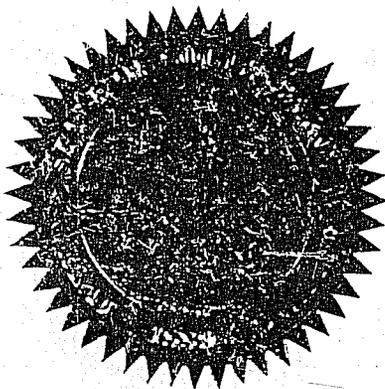
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

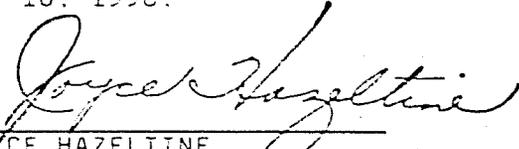
LIMITED LIABILITY COMPANY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of NEW CONCEPT COMMUNICATIONS, LLC (CA) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Limited Liability Company Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I hereby issue this Certificate of Authority and attach hereto a duplicate of the application to transact business in this state under the name of NEW CONCEPT COMMUNICATIONS, LLC.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this July 10, 1998.


JOYCE HAZELTINE
Secretary of State

CERTIFICATE OF AUTHORITY APPLICATION
OF A
FOREIGN LIMITED LIABILITY COMPANY

RECEIVED

JUL 10 1998

S.D. SEC. OF STATE

FILED IN 10+
July 1998
Sec of State

Supac's Argentine

SECRETARY OF STATE

1. The name of the foreign Limited Liability Company is: NEW CONCEPT COMMUNICATIONS, LLC

2. The name of the state or country under whose law it is organized is: CALIFORNIA

3. The street address of its principal office is: 1421 STATE STREET, SUITE C, SANTA BARBARA, CA 93101

4. The address of its initial designated office in South Dakota is: c/o Corporation Service Company
503 South Pierre Street, Pierre, South Dakota 57501

5. The name and street address of its initial agent for service of process in South Dakota is: Same as Item #4 above.
Corporation Service Company
503 South Pierre Street, Pierre, South Dakota 57501

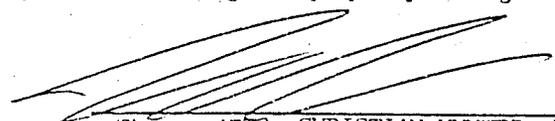
6. The date of organization is: 1/10/97, and the period of duration is: 12/31/2050

7. If the company is manager-managed, rather than member-managed, the name and address of each initial manager:
CHRISTIAN HUNTER, 1421 STATE TSREET, SUITE C, SANTA BARBARA, CA 93101
THOMAS R. ADAMS, III, 1421 STATE STREET, SUITE C, SANTA BARBARA, CA 93101
MICHAEL DUBROW, 1421 STATE STREET, SUITE C, SANTA BARBARA, CA 93101

8. Whether one or more of the members of the company are to be liable for its debts and obligations under a provision similar to Section 303 (c).

The application must be signed by a member if the company is a member-managed company or by a manager if its a manager-managed company.

Date: 6/30/98


(Signature and Title) CHRISTIAN HUNTER, MANAGER

FILING INSTRUCTIONS:

The application for authority must be accompanied by the first Annual Report.
One original and one exact or conformed copy must be submitted.
The application must be accompanied by an original, currently dated *Certificate of Good Standing or Existence* from the Secretary of State in the state where it is organized.

FIRST ANNUAL REPORT
OF A
LIMITED LIABILITY COMPANY

RECEIVED
JUL 10 1998

1. The name of the Limited Liability Company is: NEW CONCEPT COMMUNICATIONS, LLC S.D. SEC. OF STATE

2. The state or country under whose law it is organized is: CALIFORNIA

3. The address of its registered office and the name and address of its registered agent for service of process in South Dakota is:
Corporation Service Company, 503 South Pierre Street, Pierre, South Dakota 57501

4. The address of its principal office is: 1421 STATE STREET, SUITE C, SANTA BARBARA, CA 93101

5. The names and business addresses of any managers:
CHRISTIAN HUNTER, 1421 STATE STREET, SUITE C, SANTA BARBARA, CA 93101
THOMAS R. ADAMS, III, 1421 STATE STREET, SUITE C, SANTA BARBARA, CA 93101
MICHAEL DUBROW, 1421 STATE STREET, SUITE C, SANTA BARBARA, CA 93101

6. The dollar amount of the total agreed contributions to the Limited Liability Company is \$ 100,000

Date: 6-30-98

CHRISTIAN HUNTER, MANAGER

(Signature and Title)

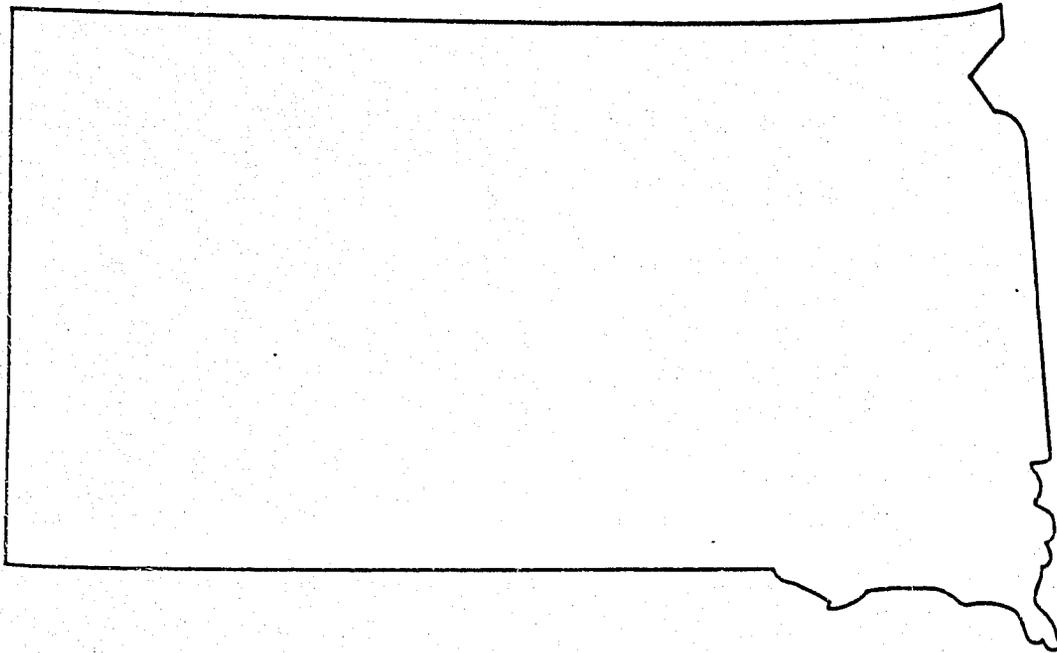
* FILING FEE:

AGREED CONTRIBUTION	FEE
Not in excess of \$50,000	\$ 90
\$50,001 to \$100,000	\$150
In excess of \$100,000	\$150 for first \$100,000 plus \$.50 for each additional \$1,000

The maximum amount charged may not exceed sixteen thousand dollars (\$16,000.).

SERVICE AREA MAP

The Company has been granted authority by the South-Dakota Public Utilities Commission to provide interLATA and intraLATA service within the State of South Dakota.



ISSUED: _____

BY: Christian Hunter
New Concept Communications, LLC
1421 state Street, Suite C
Santa Barbara, CA 93101

EFFECTIVE: _____

06/17/98

New Concept Communications, LLC
Balance Sheet
 As of May 31, 1998

	May 31, '98
ASSETS	
Current Assets	
Checking/Savings	
1010 - CASH - OPERATING	895.17
1030 - CASH - Other	18,408.71
Total Checking/Savings	19,303.88
Other Current Assets	
1105 - TRADE RECEIVABLES	82,492.72
1106 - DUE FROM NCCW	21,044.24
1120 - DUE FROM SHAREHOLDERS	3,466.00
Total Other Current Assets	107,003.00
Total Current Assets	126,306.94
Fixed Assets	
1250 - FURNITURE & FIXTURE	750.49
1260 - TELEPHONE EQUIPMENT	299.98
Total Fixed Assets	1,050.47
Other Assets	
1303 - COMPUTER EQUIPMENT	1,539.97
1310 - COMPUTER SOFTWARE	74,763.47
1315 - ALLOWANCE FOR BAD DEBTS	-2,237.81
1400 - DEPOSITS	5,340.00
1405 - LEGAL RETAINER	1,000.00
1500 - ORGANIZATION COSTS	81,565.74
1601 - PRODUCT DESIGN	5,077.50
1510 - ACCUMULATED AMORTIZATION	-14,953.72
1520 - TRADEMARKS	11,638.98
1530 - A/A - TRADEMARKS	-580.71
1540 - START UP COSTS	17,500.00
1550 - START UP ACCUMULATED AMORTIZATI	-3,268.33
Total Other Assets	177,245.07
TOTAL ASSETS	304,702.48
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 - *Accounts Payable	114,512.00
Total Accounts Payable	114,512.00
Other Current Liabilities	
2050 - UNEARNED ROYALTIES	185,831.93
2250 - ACCRUED OTHER	34,250.34
2300 - PAYROLL TAXES PAYABLE	425.23
2400 - ACCRUED EXPENSES	500.00
2500 - LOAN FROM SHAREHOLDER	121,200.00
Total Other Current Liabilities	341,667.00
Total Current Liabilities	456,179.18
Long Term Liabilities	
2040 - DUE TO MANAGERS	13,125.00
Total Long Term Liabilities	13,125.00

06/17/98

New Concept Communications, LLC
Balance Sheet
As of May 31, 1998

	<u>May 31, '98</u>
Total Liabilities	489,304.19
Equity	
3010 - Membership Interests	112,320.00
3900 - RETAINED EARNINGS	-127,012.96
Net Income	-149,908.74
Total Equity	-164,601.70
TOTAL LIABILITIES & EQUITY	<u>304,702.48</u>

06/17/98

New Concept Communications, LLC
Profit and Loss
 January through May 1998

	<u>Jan - May '98</u>
Income	
4100 · SALES - NCC	5,135.40
4900 · INTEREST INCOME	226.72
4950 · OTHER INCOME	130,489.79
Total Income	<u>135,851.91</u>
Gross Profit	135,851.91
Expense	
5150 · AGENT COMMISSION	13,882.61
6100 · SALARIES & WAGES	8,032.13
6110 · PAYROLL TAXES	4,089.28
6140 · COPIER - LEASE	294.42
6173 · TELEPHONE - 800	2,732.06
6174 · VERIFICATIONS	9,544.75
6176 · FEES PAID TO CDM	13,141.00
6180 · AUTO EXPENSE	223.85
6190 · BANK SERVICE CHARGES	75.45
6230 · BUSINESS PROMOTION	1,295.00
6240 · FREIGHT & POSTAGE	1,012.00
6260 · EMPLOYEE BENEFITS	401.46
6270 · OUTSIDE SERVICES/LEGAL & ACCTG	159,715.45
6276 · STATE REGISTRATION	6,150.75
6280 · OFFICE EXPENSES	1,769.96
6300 · CASH - OVER/SHORT	126.11
6310 · REPAIR & MAINTENANCE	115.00
6320 · RENT	878.33
6330 · ON-LINE SEARCHES	162.00
6335 · LEC-PHONE	37,843.83
6350 · FEES/DUES/SUBSCRIPTIONS	15,000.00
6360 · TRAVEL	1,514.30
6366 · MEALS & ENTERTAINMENT	144.62
6370 · UTILITIES	1,408.64
6400 · TAXES - FTB	1,600.00
6405 · OTHER STATES' TAXES	452.83
6999 · Uncategorized Expenses	0.00
9000 · MISC	9.54
Total Expense	<u>285,760.65</u>
Net Income	<u>-149,908.74</u>

Tariff Schedule

Applicable to

South Dakota Intrastate

Telephone Communications

of

NEW CONCEPT COMMUNICATIONS, LLC

ISSUED: _____

BY: Christian Hunter
New Concept Communications, LLC
1421 state Street, Suite C
Santa Barbara, CA 93101

EFFECTIVE: _____

TARIFF CHECKING SHEET

Current sheets in this tariff are as follows:

<u>Sheet</u>	<u>Revision</u>
1	Original
2	Original
3	Original
4	Original
5	Original
6	Original
7	Original
8	Original
9	Original
10	Original
11	Original
12	Original
13	Original
14	Original
15	Original
16	Original
17	Original
18	Original
19	Original
20	Original
21	Original
22	Original

ISSUED: _____

BY: Christian Hunter
New Concept Communications, LLC
1421 state Street, Suite C
Santa Barbara, CA 93101

EFFECTIVE: _____

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ISSUED: _____

BY: Christian Hunter
New Concept Communications, LLC
1421 state Street, Suite C
Santa Barbara, CA 93101

EFFECTIVE: _____

PRELIMINARY STATEMENT

This tariff contains all effective rates and rules together with information relating to and applicable to New Concept Communications, LLC (the "Company").

The Company provides 24-hour interLATA and intraLATA intrastate telephone services between points in South Dakota.

The Company has been granted authority by the South Dakota Public Utilities Commission to provide interLATA and intraLATA service within the State of South Dakota.

SYMBOLS USED IN THIS TARIFF

- (C) To signify changed listing, rule, or condition which may affect rates or charges.
- (D) To signify discontinued material, including listing, rate, rule or condition.
- (I) To signify an increase.
- (L) To signify material relocated from or to another part of tariff schedule with no change in text, rate, rule or condition.
- (N) To signify new material including listing, rate, rule or condition.
- (R) To signify reduction.
- (T) To signify change in wording of text but not change in rate, rule, or condition.

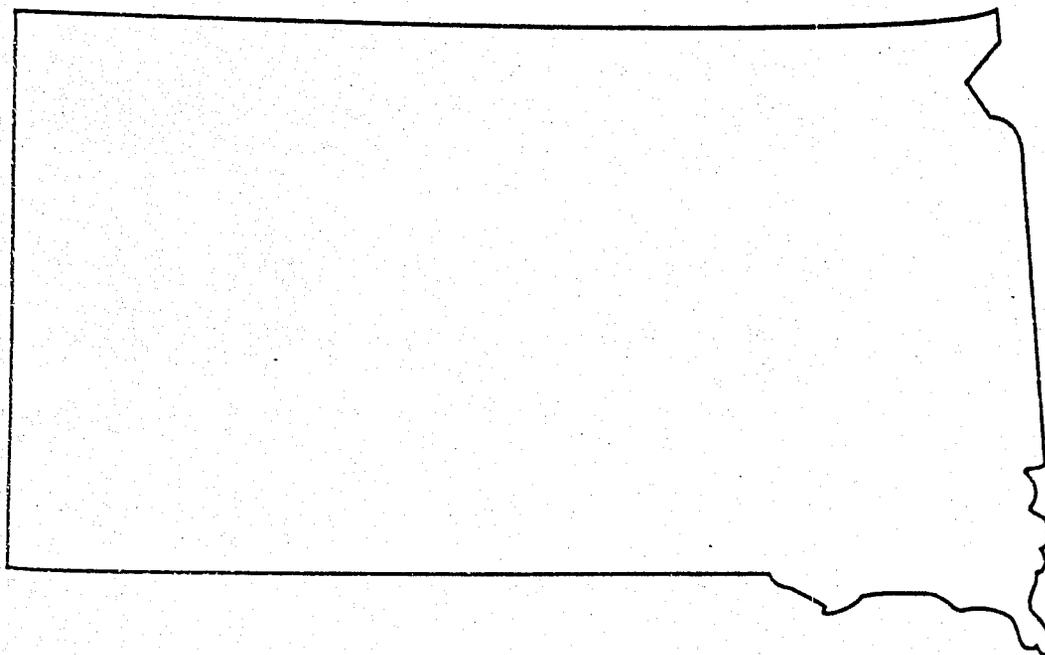
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SERVICE AREA MAP

The Company has been granted authority by the South Dakota Public Utilities Commission to provide interLATA and intraLATA service within the State of South Dakota.



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APPLICABILITY

This tariff applies to 24-hour interLATA and intraLATA intrastate telephone service in South Dakota.

TERRITORY

Within the State of South Dakota, as authorized by the South Dakota Public Utilities Commission.

NOTES

- (1) Calls that begin in one rate period and terminate in another will be rated according to the rate in effect at the time the calls begin.
- (2) Call duration is measured from the time hardware or software supervision indicates a connection between the calling and called stations.
- (3) Time Periods:
The Day period is Monday through Friday, from 8:00 a.m. to 4:59 p.m. The Evening period is Monday through Friday, from 5:00 p.m. to 10:59 p.m. The Night/Weekend period is Monday through Friday, from 11:00 p.m. to 7:59 a.m., and Saturday, from 8:00 a.m. to Sunday at 10:59 p.m.

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RATES AND CHARGES

I. Concept One - Residential

- 1. Activation Fee: \$0.00
- 2. Monthly Access Fee: \$2.96
- 3. Usage Rate (per minute): \$0.089
- 4. Calls are billed in one (1) minute increments with a one (1) minute minimum.

II. Concept One - Business

- 1. Activation Fee: \$0.00
- 2. Monthly Access Fee: \$2.96
- 3. Usage Rate (per minute): \$0.109
- 4. Calls are billed in one (1) minute increments with a one (1) minute minimum.

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TAXES AND CHARGES

In addition to the charges specifically pertaining to the Company's services, certain federal, state, and municipal surcharges, taxes, and fees will be applied. These surcharges, taxes and fees are calculated based upon the amount billed to the end user for the Carrier's intrastate services.

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RULES

Rule 1 - Definitions

1. Accounting Code: A multi-digit code which enables a customer to allocate long distance charges to its internal accounts.
2. Applicant: The term "Applicant" means an individual, partnership, corporation, association, or government agency who applies to the Company for any new or additional service.
3. Authorization Code: A multi-digit code which enables a customer to access the Company's network and enables the Company to identify the customer's use for proper billing.
4. Business Hours: The phrase "Business Hours" means the time after 8:00 A.M. and before 5:00 P.M., Monday through Friday excluding holidays.
5. Carrier: The term "Carrier" means New Concept Communications, LLC.
6. Commission: The term "Commission" means the Public Utilities Commission of the State of South Dakota.
7. Company: The term "Company" means New Concept Communications, LLC.
8. Completed Call: The term "Completed Call" means a call which the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other mechanical answering devices.
9. Customer: See definition under "Subscriber".
10. Day: The term "Day" means 8:00 A.M. to 4:59 P.M. local time at the originating city, Monday through Friday, excluding Company-specific holidays.

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RULES (Cont'd)Rule 1 - Definitions (Cont'd)

11. Delinquent or Delinquency: The terms "Delinquent" and "delinquency" mean an account for which payment has not been paid in full on or before the last day for timely payment.
12. Evening: The term "Evening" means 5:00 P.M. to 10:59 P.M. local time at the originating city, Monday through Friday and on Company-specified holidays except when a lower rate would normally apply.
13. Exchange Area: The term "Exchange Area" means a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communication services.
14. Holiday: The term "Holiday" means all Company-specific holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.
15. Local Access Transport Area ("LATA"): The phrase "Local Access Transport Area" means a geographical area established by the U.S. District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communication services.
16. Local Exchange Carrier/Local Exchange: This term means a company providing telecommunications service within a local exchange or LATA.

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RULES (Cont'd)Rule 1 - Definitions (Cont'd)

17. **Night/Weekend:** The words "Night/Weekend" mean 11:00 P.M. to 7:59 A.M. local time in the originating city, Saturday, from 8:00 A.M. to Sunday at 10:59 P.M.
18. **Nonbusiness Hours:** The phrase "Nonbusiness Hours" means the time period after 5:00 P.M. and before 8:00 A.M., Monday through Friday, all day Saturday, Sunday, and on holidays.
19. **Regular Billing:** The words "Regular Billing" mean a standard bill sent in the normal Company billing cycle. This billing consists of one bill for each account assigned to a subscriber.
20. **Residential Service:** The phrase "Residential Service" means telecommunication services used primarily as nonbusiness service.
21. **Service:** The term "Service" means any telecommunications service provided by the company under these schedules.
22. **Subscriber:** The term "Subscriber" means the firm, company, corporation, or other entity which contracts for service under this tariff and which is responsible for the payment of charges as well as compliance with Company's regulations pursuant to this tariff. The term "customer" is synonymous with the term "subscriber."
23. **Switch:** The term "Switch" means an electronic device which is used to provide circuit routing and control.
24. **Timely Payment:** The term "Timely Payment" means a payment on a customer's account made on or before the due date.

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RULES (Cont'd)Rule 2 - Description of Service

The Company provides 24-hour interLATA and intraLATA intrastate telephone services to both residential and business customers between points in South Dakota.

Rule 3 - Application for Service

- A. Applicants requesting new or additional services from the Company may be required to provide identification acceptable to the Company and to sign a completed service order. In addition, Applicants may be required to meet credit or deposit requirements as set forth in this tariff.
- B. Applicants whose requests for service are accepted by the Company are responsible for all charges for services provided by the Company, including any charges to the Company assessed by any underlying Company for special arrangements or services undertaken on the Applicant's behalf. In the event an Applicant cancels, changes, defers, or modifies any request for service before the service commences, the Applicant remains responsible for any nonrecoverable costs incurred by the Company in meeting the Applicant's request prior to cancellation, change, deferral, or modification, including any charges to the Company assessed by any underlying carrier for special arrangements or services undertaken on the Applicant's behalf. Notwithstanding the foregoing, an Applicant will not be liable for any charges or nonrecoverable costs that were not disclosed to the Applicant by the Company before initiating service.

Rule 4 - Contracts

The company and a Subscriber may enter into a contract for service to be provided under a specified rate plan for a specified term, which term may be automatically renewed if agreed to by parties. Unless otherwise provided, contracts may be terminated by the Subscriber only upon providing the Company with 30 days' advance written notice. In the event the effective date of termination is prior to the end of the current contract term, the Subscriber will be liable for a termination fee equal to the sum of the recurring service charges specified for the remainder of the contract.

Rule 5 - Reserved

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RULES (Cont'd)Rule 6 - Establishment and Reestablishment of Credit

Each Applicant must provide credit information satisfactory to the Company or pay a deposit.

A. A deposit will not be required if:

1. The Applicant provides a credit history acceptable to the Company. (Credit information contained in an Applicant's account record may include, without limitation, account establishment date, 'can-be-reached' number, name of employer, employer's address, driver's license number or other acceptable personal identification, billing name, and location of current and previous service. Credit will not be denied for failure to provide a social security number.)
2. A cosigner or guarantor with a credit history acceptable to the Company agrees in writing to be responsible for all charges.

B. The Company will not refuse a deposit to establish credit for service. However, the Company may request the deposit to be in cash or another acceptable form of payment (e.g., cashier's check, money order, bond, letter of credit.)

Rule 7 - Deposits and Advance Payments

A. Deposits:

1. Requirement: The Company may require an Applicant or an existing Subscriber who fails to establish a satisfactory credit history to post a deposit as a guarantee for the payment of charges as a condition to receiving or continuing to receive service or additional services. The Company reserves the right to review an Applicant's or Subscriber's credit history at anytime to determine if a deposit is required.
2. Amount: The amount of the deposit will not exceed the charges for two months of service based on the Applicant's or Subscriber's average bills during the previous twelve months. When, in the Company's judgment circumstances so require, the amount of the deposit may be based on an estimate of two month's service determined from the Subscriber's past usage, the Subscriber's own estimate of expected usage, or the Company's network average usage considering the type and nature of the Subscriber's service.
3. Nondiscrimination: Deposit requirements will not be based on race, sex, creed, national origin, marital status, age, number or dependents, condition of physical handicap, source of income, or geographical area of business.

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RULES (Cont'd)Rule 7 - Deposits and Advance Payments (Cont'd)A. Deposits: (Cont'd)

4. Refund or Credit: Upon discontinuance of service or prompt and timely payment of all charges for twelve consecutive billing periods, whichever comes first, the Company will refund the deposit together with any interest due. In the case of discontinuance of service, the Company will credit the deposit to the charges stated on the final bill. The balance, if any, will be returned to Subscriber within 30 days after the discontinuance of service. In the case a refund is due after timely payment of the Company's charges, the Company will refund the deposit and interest within 30 days. Payment of a charge is satisfactory if received prior to the date that the charge becomes delinquent provided that it is not returned for insufficient funds or closed account.
5. Interest: Simple interest at the rate of 7% per annum will be applied to the deposit, except under the following conditions: no interest shall be given if the Subscriber has received two or more notices of discontinuance of service within a 12-month period.

B. Advance Payments:

1. At the time an application for service is made, an Applicant may be required to pay an amount equal to one month's service charges and applicable service connection charges. The amount of the first month's service charges and applicable service connection charges will be credited to the Subscriber's account on the first bill rendered.
2. Negotiation of a subscriber's advance payment shall not itself obligate the Company to provide services or continue to provide service if a later check of Applicant's credit record is unacceptable to the Company and no deposit has been tendered. In the event that service is not provided, the advance payment will be refunded.

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RULES (Cont'd)Rule 8 - NoticesA. General

1. Unless otherwise provided by these Rules, any notice by the Company to a Subscriber may be given verbally or by written notice mailed to the Subscriber's last known address. Where written notice is given, the notice will be of a legible size and printed in a minimum point size type of 10. Mailed notices will be deemed given on the date of mailing as shown by the postmark on the notice or envelope that contains the notice.
2. Unless otherwise provided by these Rules, any notice by a Subscriber or its authorized representative may be given verbally to the Company by telephone or at the Company's business office or by written notice mailed to the Company's business office.

B. Rate Information

Rate information and information regarding the terms and conditions of service will be provided in writing upon request by an Applicant or Subscriber. Notice of major increases in rates will be provided in writing to Subscribers and postmarked at least 30 days prior to the effective date of the increase. No Subscriber notice is required for minor rate increases or for rate decreases. In addition, Subscribers will be advised of changes to the terms and conditions of service no later than the Company's next billing cycle.

C. Discontinuance of Service

Subscribers are responsible for notifying the Company of their desire to discontinue service on or before the date of disconnection. Such notice may be either verbal or written.

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RULES (Cont'd)Rule 9 - Rendering and Payment of Bills

- A. Subscriber bills are issued monthly. The Subscriber will receive its bill on or about the same day of each month. Months are presumed to have 30 days. The billing date is dependent on the billing cycle assigned to the Subscriber. Each bill contains monthly recurring charges billed in advance, usage charges billed in arrears, and the last date for timely payment.
- B. Bills are due and payable as specified on the bill. Bills may be paid by mail or in person at the business office of the Company or an agency authorized to receive such payment. All charges for service are payable only in United States currency. Payment may be made by cash, check, money order, or cashier's check.
- C. Subscriber payments are considered prompt when received by the Company or its agent by the due date on the bill. The due date is 21 days after the bill is rendered and is designated by the due date on the Subscriber's bill. The Subscriber shall have at least 21 days from the rendition of a bill to timely pay the charges stated.
- D. However, if a Subscriber's service has been discontinued within the past 12 months or if the Subscriber incurs usage charges during a billing period which are equal to at least 200% of the amount of the Subscriber deposit or guarantee, payment may be demanded for the usage charges by a telephone call to the Subscriber followed by written notification of such demand sent by first class mail. If the usage charges remain unpaid in any of the following circumstances: five days from the rendition of written notification, or a mutually established late payment arrangement date, or 30 days from the date of the bill, the usage charge will be deemed delinquent. Charges deemed delinquent may be subject to the lesser of either a late payment charge of 1-1/2% per month or such other amount allowed by law. This amount will be assessed from the date payment was due.
- E. The Company is not responsible for local telephone charges incurred by the Subscriber in gaining access to the Company's network.
- F. Recurring charges are billed in advance on a monthly basis. Unless otherwise expressly provided in this Tariff, the entire specified monthly recurring charge shall be due and payable for any portion of a monthly billing cycle during which service is provided, and shall not be prorated.
- G. A bill shall not include any previously unbilled charge for service furnished prior to three months immediately preceding the date of the bill, except charges for collect calls, credit card calls, third party calls and "Error file" calls (those which cannot be billed, due to the unavailability of complete billing information to the company) which shall have a six-month backbilling period. In cases of toll fraud, a backbilling period of no more than three years.

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RULES (Cont'd)Rule 10 - Disputed Bills

- A. Any disputed charge must be brought to the Company's attention by written notification within 30 days of the customer's receipt of the bill upon which the disputed charge appears.
- B. In the case of a billing dispute between the customer and the Carrier which cannot be settled to their mutual satisfaction, the undisputed portion and subsequent bills must be paid on a timely basis, as described in Rule 9, or the service may be subject to disconnection.
- C. The customer may request an in-depth investigation into the disputed amount and a review by a Company manager within 30 days of the disputed bill's billing date.

Rule 11 - Discontinuance and Restoration of ServiceA. Discontinuance by Subscriber

- 1. A Subscriber may have service discontinued upon 10 days notice to the Company. Notices will be deemed received upon actual receipt by the Company. Subscribers remain responsible for payment of all bills for services furnished.
- 2. If a Subscriber cancels his order for service before the service begins, a \$10.00 charge will be levied upon the Subscriber for the nonrecoverable portions of expenditures or liabilities incurred expressly on behalf of the Subscriber by the corporation.
- 3. No minimum or termination charge will apply if service is terminated because of condemnation, destruction, or damage to the property by fire or other causes beyond the control of the Subscriber.

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RULES (Cont'd)Rule 11 - Discontinuance and Restoration of ServiceA. Discontinuance by Subscriber (Cont'd)

4. Upon termination, pre-subscribed Subscribers may be held responsible for charges thereafter if the Subscriber has not selected an alternative long distance Company or the local exchange has not transferred service to the alternative Company because such a Subscriber may continue to receive service from the Company.

B. Discontinuance by the Company

1. The Company will follow the appropriate state requirements.
 - (a) The Company may discontinue service under the following circumstances:
 - (i) Nonpayment of any sum due to the Company for service more than 30 days beyond the date of the invoice for such service. In the event the Company terminates service for nonpayment, the Subscriber will be liable for all reasonable costs of collection including court costs, expenses, and actual attorney's fees.
 - (ii) A violation of, or failure to comply with, any regulation governing the furnishing of service.
 - (iii) An order from a court or from another government authority having jurisdiction which prohibits the Company from furnishing service.
 - (iv) Failure to post a required deposit or guarantee.
 - (v) In the event that the Subscriber supplied false or inaccurate information of a material nature in order to obtain service.
 - (vi) Incurring charges not covered by a deposit or guarantee and evidencing an intent not to pay such charges when due.
 - (vii) Any violation of the conditions governing the furnishing of service.
 - (viii) For lack of use by the Subscriber for three full billing cycles.
 - (b) Service may be refused or disconnected in the event of illegal use. The Company may disconnect service for this reason after sending written notice certified mail to the Subscriber's last known address.

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RULES (Cont'd)Rule 11 - Discontinuance and Restoration of Service (Cont'd)C. Notice of Disconnection

1. Written notice of the pending disconnection will be rendered not less than 5 days prior to the disconnection. Notice shall be deemed given upon deposit, first class postage prepaid, in the U.S mail to the Subscriber's last known address;
2. Service may be discontinued during business hours on or after the date specified in the notice of discontinuance. Service will not be discontinued on a day when the offices of the Company are not available to facilitate reconnection of service or on a day immediately preceding such a day.

D. Restoration of Service

The Subscriber may restore service by full payment in any reasonable manner including by personal check. However, the Company may refuse to accept a personal check if a Subscriber's check for payment of service has been dishonored, excepting bank error, within the last twelve months. There is a \$25.00 charge for restoration of service after disconnection.

Rule 12 - Information to be Provided to the Public

- A. A copy of this tariff schedule and advice letters will be available for public inspection in the Company's business office during regular business hours.
- B. A copy of this tariff will be provided by Company's business office upon request for a nominal cost to cover postage and copying fees.

Rule 13 - ReservedRule 14 - Continuity of Service

In the event of foreknowledge of an interruption of service for a period exceeding 24 hours, the Subscribers will be notified in writing by mail at least one week in advance.

Rule 15 - Reserved

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RULES (Cont'd)Rule 16 - Limitation of LiabilityA. Indemnification

1. The Subscriber indemnifies and saves the Company harmless against all claims arising out of, including but not limited to, the following:
 - (a) acts or omissions of other companies when their facilities are used in connection with the Company's facilities to provide service; and
 - (b) claims for libel, slander, or infringement of copyright or patents arising from the Subscriber's combining apparatus and systems of the Subscriber with, or using such apparatus and systems in connection with, facilities or services of the Company; and,
 - (c) all other claims arising out of any act or omission of the Subscriber in connection with facilities or services provided by the Company.

B. Furnishing of Services

The Company's obligation to furnish service is dependent upon its ability to secure and retain suitable facilities and rights for the provision of the service without unreasonable expense.

C. Transmitting Messages

The Company does not undertake to transmit messages but offers the use of its facilities, where available, for communication between parties subject to the terms and conditions specified in these tariffs.

D. Maintenance and Repair

All costs associated with the maintenance and repair of services furnished by the Company will be borne by the Company, except as specified elsewhere in this tariff.

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RULES (Cont'd)Rule 16 - Limitation of Liability (Cont'd)E. Liability of Company

1. The liability of the Company, if any, for damages of any nature arising out of mistakes, omissions, interruptions, delays, errors, or defects in transmission during the course of furnishing service shall in no event exceed an amount equivalent to the charge to the Subscriber for the service during which such mistakes, omissions, interruptions, delays, errors, or defects in transmission occurred in excess of 48 hours after notification has been made. The Company will not be responsible for any lost profits, consequential damages, or incidental damages of the Subscriber or any other party, or for any claim of damage by the Subscriber or against the Subscriber by any other party. Any mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused by or contributed to by the negligence or willful act of the Subscriber, or which arise from facilities or equipment used by the Subscriber, shall not result in the imposition of any liability upon the Company.
2. The Company shall not be liable for any act, omission to act, negligence, or the quality of service of any local exchange carrier or other provider whose facilities are used in furnishing any portion of the service received by the Subscriber.
3. The Company shall not be liable for any failure of performance due to causes beyond its control, including but not limited to cable dig-up by third party, acts of God, civil disorders, actions of governmental authorities, actions of civil or military authority, labor problems, national emergency, insurrection, riots, war, fire, flood, and atmospheric conditions or other phenomena of nature, such as radiation. In addition, the Company shall not be liable for any failure of performance due to necessary network reconfiguration, system modifications for technical upgrades, or regulations established by or actions taken by any court or government agency having jurisdiction over the Company.
4. The Company shall not be liable for any failure of performance caused by or the result of, but not limited to, any act or omission by a Subscriber or any entity other than a company that is furnishing services, facilities, and equipment used in connection with the Company's services or facilities.
5. In no event shall the Subscriber have any claims against the Company for any fraudulent usage over Subscriber's PBX or CPE equipment, with Direct Inward System Access ("DISA") capability or similar capability, by an outside caller or employees of the Subscriber.

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RULES (Cont'd)Rule 16 - Limitation of Liability (Cont'd)F. Overpayment

The Company shall not be obligated to refund any overpayment by a user unless a written claim for such overpayment, together with substantiating evidence which will allow the Company to verify such claim, is submitted within one year of the alleged overpayment.

G. Disclaimer of Warranties

Except as expressly provided in this tariff, the Company makes no expressed or implied understandings, agreements, representations, or warranties, including any warranties regarding the merchantability or fitness for a particular purpose.

H. Refunds for Interruption or Impairment to Company Service

It shall be the obligation of the Subscriber to immediately notify the Company of any service interruption.

Rule 17 - Use of Service for Unlawful Purposes

The services tariffed are furnished subject to the condition that they will not be used for any unlawful purposes. Service will not be furnished if any law enforcement agency, acting within its jurisdiction, advises that such services are being used or are likely to be used in violation of the law. If the Company receives other evidence giving reasonable cause to believe that such services are being or are likely to be so used, it will either discontinue or deny the services or refer the matter to the appropriate law enforcement agency.

Rule 18 - Unauthorized Use

Any individual who uses or receives the Company's service, other than under the provisions of an accepted application for service and a current Subscriber relationship, shall be liable for both the tariffed cost of the service received and the Company's cost of investigation and collection.

Rule 19 - Collection Cost

If any Subscriber hereto fails to perform any of such Subscriber's payment obligations, the Subscriber shall pay any and all collection costs and expenses incurred by the Company in enforcing or establishing its rights hereunder, including, without limitation, court costs, arbitration costs, and actual attorney's fees.

2512 602
LK5283 TSD

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CURRIB NUMBER	YOUR INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	AMOUNT PAID	DISCOUNT TAKEN	NET CHECK AMOUNT
024407	2532-002	9/14/98	250.00	250.00	0.00	250.00

TC 98-154

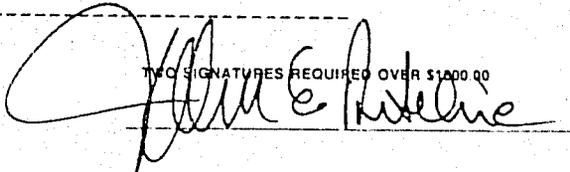
GOODIN, MacBRIDE, SQUERI
 SCHOLTZ & RITCHIE, LLP
 GENERAL ACCOUNT
 505 SANSOME ST. 415-392-7900
 SAN FRANCISCO, CA 94111

COMERICA BANK-CALIFORNIA
 SAN JOSE, CA 95113
 90-3752/1211

11694

CHECK DATE	CONTROL NUMBER	AMOUNT
09/14/98	011694	\$*****250.00

PAY Two Hundred Fifty and 00/100
 South Dakota Public Utilities
 Commission

TWO SIGNATURES REQUIRED OVER \$1,000.00


TO THE ORDER OF

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED, DETAILS ON BACK.

⑈011694⑈ ⑆21137522⑆ 8561⑈00521⑈9⑈

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of September 11, 1998 through September 17, 1998

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five business days of this filing. Phone: 605-773-3705. Fax: 605-773-3809.

TELECOMMUNICATIONS

TC97-126 In the Matter of the Filing by U S West Communications, Inc. For Approval of an Interconnection Agreement Between U S West Communications, Inc. And Dakota Telecom, Inc. And Dakota Telecommunications Systems, Inc.

Amended Interconnection Agreement between Dakota Telecom, Inc. and U S WEST Communications, Inc. This amendment adds or replaces language in the original agreement. Any party wishing to comment on the parties' amendment may do so by filing written comments with the Commission and the parties to the agreement no later than October 7, 1998. Parties to the amendment may file written responses to the comments no later than October 26, 1998.

Staff Attorney: Camron Hoseck.
Date Filed: September 17, 1998
Responses Due: October 7, 1998.

TC98-153 In the Matter of the Petition of East Plains Telecom, Inc., for Approval of Extension of Waiver of Switched Access Rules

Petition by East Plains Telecom, Inc. for an extension of the waiver of the switched access rules granted in TC96-125. East Plains requests that it be allowed to continue charging a seven cent switched access rate in the two exchanges it purchased from U S WEST Communications until the Commission approves a new rate, based on a cost study using calendar year 1998 data. East Plains did not acquire the Alcester and Hudson exchanges until June 1, 1997, and it does not have 12 months of actual operations and traffic information for these two exchanges.

Staff Attorney: Karen Cremer
Staff Analyst: Harlan Best
Date Filed: September 14, 1998
Intervention Deadline: October 2, 1998

TC98-154 In the Matter of the Application of New Concept Communications, LLC for a certificate of authority to provide telecommunications services in South Dakota.

Application by New Concept Communications, LLC for a Certificate of Authority to provide resold interexchange telecommunications services in South Dakota including intrastate long distance, travel and debit cards, and directory assistance.

Staff Attorney: Camron Hoseck
Staff Intern: Kylie Tracy
Date Filed: September 15, 1998
Intervention Deadline: October 2, 1998

TC98-155 In the Matter of the Complaint filed by Loretta Spear, Hill City, South Dakota, against U S West Communications.

Complaint by Loretta Spear vs U S West Communications. Complainant raises service issues including static on their lines, service disruptions, delayed repairs, and inability to receive Caller ID subscription. The Complainant requests the following relief: "Insure that credit is given for Caller ID and 3 weeks without telephone service. Also resolution to updating telephone service in the area."

Staff Attorney: Karen Cremer
Consumer Representative: Leni Healy
Date Filed: September 3, 1998
Intervention Deadline: NA

TC98-156 In the Matter of the Complaint filed by Dale and Rene Larson, Lead, South Dakota, against U S West Communications.

Complaint by Dale and Rene Larson vs. U S West Communications. Complainants allege that on August 22, 1998, their telephone number was disconnected and someone else's number was ringing into their line. The business line had been disconnected several days before the problem was discovered. The Complainants requested a repair of their service. At the time the Complainants filed the complaint, the service had not been repaired. The Complainants are requesting \$1500 from U S West for lost business and damages.

Staff Attorney: Karen Cremer
Consumer Representative: Leni Healy
Date Filed: September 11, 1998
Intervention Deadline: NA

TC98-157 In the Matter of the Complaint filed by Karen Erickson, Aberdeen, South Dakota, against McLeodUSA Telecommunications Services, Inc.

Complaint by Karen Erickson vs. McLeodUSA Telecommunications Services, Inc. Complainant alleges that on April 27, 1998, telephone service was requested to be installed at Complainant's residence on May 1, 1998. Service was not provided until May 20, 1998. The Complainant requests \$185 for switching fees, \$200 for emotional stress, and payment of cellular service.

Staff Attorney: Karen Cremer
Consumer Representative: Leni Healy
Date Filed: September 2, 1998
Intervention Deadline: NA

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BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
NEW CONCEPT COMMUNICATIONS, LLC)
FOR A CERTIFICATE OF AUTHORITY TO)
PROVIDE TELECOMMUNICATIONS)
SERVICES IN SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC98-154

On September 15, 1998, the Public Utilities Commission (Commission), in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, received an application for a certificate of authority from New Concept Communications, LLC (New Concept).

New Concept intends to provide intrastate long distance telecommunications service, including debit cards, over resold transmission facilities. A proposed tariff was filed by New Concept. The Commission has classified long distance service as fully competitive.

On September 17, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of October 2, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled November 25, 1998, meeting, the Commission considered New Concept's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that New Concept not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

The Commission finds that it has jurisdiction over this matter pursuant to Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that New Concept has met the legal requirements established for the granting of a certificate of authority. New Concept has, in accordance with SDCL 49-31-3, demonstrated sufficient technical, financial and managerial capabilities to offer telecommunications services in South Dakota. The Commission approves New Concept's application for a certificate of authority, subject to the condition that New Concept not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. As the Commission's final decision in this matter, it is therefore

ORDERED, that New Concept's application for a certificate of authority is hereby granted, subject to the condition that New Concept not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

FURTHER ORDERED, that New Concept shall file informational copies of tariff changes with the Commission as the changes occur.

Dated at Pierre, South Dakota, this 4th day of December, 1998.

CERTIFICATE OF SERVICE	
The undersigned hereby certifies that this document has been served today upon all parties of record in this docket, as listed on the docket service list, by first class mail, in properly addressed envelopes, with charges prepaid thereon.	
By:	<u>Melaine Kales</u>
Date:	<u>12/8/98</u>
(OFFICIAL SEAL)	

BY ORDER OF THE COMMISSION:

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

Laska Schoenfelder
LASKA SCHOENFELDER, Commissioner

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

To Conduct Business As A Telecommunications Company
Within The State Of South Dakota

Authority was Granted November 25, 1998
Docket No. TC98-154

This is to certify that

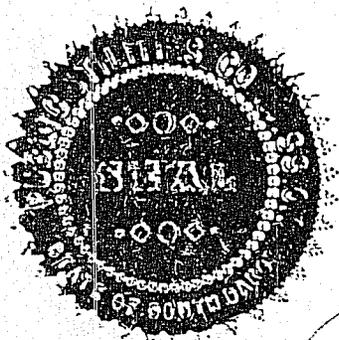
NEW CONCEPT COMMUNICATIONS, LLC

is authorized to provide telecommunications services in South Dakota.

This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 4th day of December, 1998.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:



James A. Burg

JAMES A. BURG, Chairman

Pam Nelson

PAM NELSON, Commissioner

Laska Schoenfelder

LASKA SCHOENFELDER, Commissioner