

TC 98-054

RECEIVED

FEB 17 1998

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Lance J.M. Steinhart

Attorney At Law
6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097

Also Admitted in New York
and Maryland

Telephone: (770) 232-9200
Facsimile: (770) 232-9208

February 10, 1998

VIA AIRBORNE EXPRESS

Mr. William Bullard
Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501-5070
(605) 773-3201

Re: MVX Communications, LLC

Dear Mr. Bullard:

Enclosed please find one original and ten (10) copies of MVX Communications, LLC's Application for Registration of a Telecommunications Company.


Please note that Exhibit A, the Certificate of Authority from the Secretary of State, is not attached. We have applied for the certificate and will forward a copy to the commission upon receipt.

In order to expedite the processing of this application, I would like to suggest that all requests for information by the analyst be made by either telephone or facsimile. I will make every effort to respond on the day of the request.

I have also enclosed a check in the amount of \$250.00 payable to the "South Dakota Public Utilities Commission" for the filing fee, and an extra copy of this cover letter to be date stamped and returned to me in the enclosed self-addressed prepaid envelope.

If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me.

Respectfully submitted,


Lance J.M. Steinhart
Attorney for MVX Communications, LLC

Enclosures

cc: Jeff Richards

RECEIVED

FEB 14 1998

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

APPLICATION FOR REGISTRATION
OF MVX COMMUNICATIONS, LLC
FILED WITH THE
SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

IN THE MATTER OF THE)
APPLICATION OF)
MVX COMMUNICATIONS, LLC)
FOR AN ORDER) Docket No. _____
authorizing the registration)
of applicant as a)
telecommunications company)

APPLICATION

Application is hereby made to the South Dakota Public Utilities Commission for an Order authorizing MVX Communications, LLC ("Applicant") to register as a telecommunications company within the State of South Dakota. The following information is furnished in support thereof:

1. Name, Address and Telephone Number of Applicant

MVX Communications, LLC
1730 S. El Camino Real, Suite 500
San Mateo, California 94402
(650) 578-6700

The Applicant will provide services under the name MVX Communications, LLC.

All inquiries regarding regulatory matters should be addressed to:

Lance J.M. Steinhart, Esq.
6455 East Johns Crossing, Suite 285
Duluth, Georgia 30097
(770) 232-9200
(770) 232-9208 (Fax)

All inquiries regarding complaints against the company should be addressed to:

Jeff Richards
1730 S. El Camino Real, Suite 500
San Mateo, California 94402
(888) 685-8486

2. **Registered Agent**

The name and address of the Applicant's registered agent are:

National Registered Agents, Inc.
300 South Phillips Avenue, Ste. 300
Sioux Falls, SD 57102

3. **Description of the Applicant**

Applicant was organized in the State of Nevada on December 5, 1997 as MultiVox Communications, LLC and changed its name to MVX Communications, LLC on January 20, 1998. Applicant has applied for authority to transact business as a foreign limited liability company in the State of South Dakota and will file a copy of its Certificate of Authority as Exhibit A upon receipt. A copy of the Applicant's Articles of Organization, as amended, is attached as Exhibit B hereto.

4. **Facilities**

Applicant does not own or maintain any transmission facilities or switching equipment in the State of South Dakota. The Applicant will provide services through IXC and PNG, its underlying carriers.

5. Stockholders

The names and addresses of all 5% or greater equity owners of Applicant are as follows:

Name and Address	Shares Owned	Percentage of Equity Owned and Voting Control
Ronald Weiser MVX Communications, LLC 1730 S. El Camino Real, Suite 500 San Mateo, California 94402 (650) 578-6700		100%

6. Officers and Members

The name and address of the officers of Applicant are as follows:

OFFICERS:

Ed Brinskele, President
Jeff Richards, Secretary
Pete Schuit, Treasurer
Ronald Weiser, Chairman

MEMBER:

Ronald Weiser

All of the above officers can be reached at MVX Communications, LLC, 1730 S. El Camino Real, Suite 500, San Mateo, California 94402, (650) 578-6700.

7. Corporate Ownership

The name and address of any corporation, association or similar organization holding a five percent (5%) or greater ownership in the Applicant is as follows:

None.

8. Subsidiaries owned or controlled by Applicant

None

9. Description of Services

Applicant is a switch-based reseller which intends to offer 1+ direct dialing, 800 toll free, travel card and prepaid calling card service through the resale of telephone services provided by facilities-based interexchange carriers. As a reseller, Applicant has no points of presence in the State of South Dakota, thus Applicant neither owns, leases, nor operates any switching, transmission, or other physical facilities in the State of South Dakota, and no such facilities will be used by Applicant in providing service in the State of South Dakota. Rather, Applicant will be engaged in reselling services provided by facilities-based carriers within the State of South Dakota. Upon receiving certification, Applicant intends to provide services throughout the State of South Dakota.

Applicant intends to provide these services to customers on a jurisdictionally interstate basis subject to the FCC's jurisdiction and Applicant intends to provide these services on jurisdictionally intrastate basis pursuant to certification, registration or tariff requirements, or on an unregulated basis,

in all fifty states except Alaska, subject to the jurisdiction of various public service and utilities commissions. Applicant is currently in the process of obtaining all required authorizations from the FCC and the state regulatory agencies. Applicant is currently authorized to provide service in Colorado, Iowa, Michigan, Montana, New Jersey, Pennsylvania, Texas, Utah, Virginia and Wyoming. The Applicant has never been denied registration or certification in any state.

Applicant intends to provide high quality service, with an industry standard blocking rate less than P.01. Its services will be available on a full-time basis, twenty-four hours a day, seven days a week, to customers within the geographic boundaries of the State of South Dakota.

11. Customer Billings and Customer Service

The Applicant's customers will be billed directly by the company utilizing the "real-time" completed call detail information from Applicant's underlying carriers over dedicated data lines or over the Internet, and its own switching equipment. Customers may also be billed for Applicant's service by the customers' local exchange carrier (LEC billing). Applicant's toll-free number will be on all invoices and customer service will be provided in-house by the Applicant.

12. Description of Marketing

Applicant intends to market its services to primarily to mid-sized businesses. Applicant's initial target market will be the Western United States. All sales personnel will have telecommunications service experience. Applicant will market through direct sales. Applicant does not intend to engage in multilevel marketing. Since the company has yet to begin telecommunications operations, no marketing materials are available at this time.

11. Financial Qualifications

Applicant is financially qualified to provide intrastate interexchange telecommunications services within South Dakota. In particular, Applicant has adequate access to the capital necessary to fulfill any obligations it may undertake with respect to the provision of intrastate telecommunications services in the State of South Dakota. See Exhibit C which is attached hereto, Applicant's Balance Sheet as of February 11, 1998 and Profit & Loss Statement for the period ended January 31, 1998, which demonstrate that Applicant has the financial ability to provide the services that it proposes to offer.


12. Tariff

A copy of Applicant's proposed tariff is attached as Exhibit D hereto.

WHEREFORE, the undersigned Applicant requests that the South Dakota Public Utilities Commission enter an order granting this application.

DATED this 15 day of February, 1998.

MVX Communications, LLC

By: 
Lance J.M. Steinhart, Its Counsel

6455 East Johns Crossing
Suite 285
Duluth, Georgia 30097
(770) 232-9200


STATE OF CALIFORNIA

COUNTY OF SAN MATEO

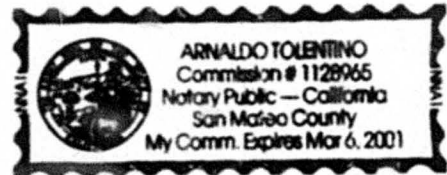
Ed Brinskele, being first duly sworn, deposes and says that he is the President of MVX Communications, LLC, the Applicant in the proceeding entitled above, that he has read the foregoing application and knows the contents thereof; that the same are true of his knowledge, except as to matters which are therein stated on information or belief, and to those matters he believes them to be true.


Ed Brinskele

Subscribed and sworn to before this 23rd day of January 1998.


Notary Public

My Commission expires: March 6, 2001



LIST OF EXHIBITS

- A - CERTIFICATE OF AUTHORITY
- B - ARTICLES OF ORGANIZATION
- C - FINANCIAL INFORMATION
- D - PROPOSED TARIFF

EXHIBIT A - CERTIFICATE OF AUTHORITY

EXHIBIT B - ARTICLES OF ORGANIZATION

FILED
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

DEC 03 1997

CLERK OF THE SECRETARY OF STATE

Receipt No. 120512026
LAUGHLIN ASSOCIATES, INC.
12/05/1997
REC'D BY KJ (125) 195 00

ARTICLES OF ORGANIZATION OF
MultiVox Communications, LLC

No. LLC 4499-97

KNOW ALL MEN BY THESE PRESENTS: That we LAUGHLIN ASSOCIATES, INC. and Lewis E. Laughlin, desiring to form a limited liability company for the purposes set forth herein and in conformance with the Chapter 86 of the Nevada Revised Statutes, do establish:

1. Name. That the name of the limited liability company is **MultiVox Communications, LLC**
2. Duration. That its period of duration is thirty years from the date of filing hereof with the Nevada Secretary of State, unless sooner dissolved as provided by statute.
3. Purpose. That the purpose for which this Limited Liability Company is organized is primarily to engage in all lawful types of business except banking and insurance.
4. Location of Records. That the address of the office where its records will be maintained in the State of Nevada is 2533 N Carson St, Carson City, NV 89706.
5. Resident Agent & Office. That the name of its resident agent, whose Consent to Appointment as Resident Agent accompanies these Articles, is Laughlin Associates, Inc. and the address of the registered office is 2533 N Carson St, Carson City, NV 89706.
6. Additional Liability of Members. That no additional capital contributions will be required.
7. Admission of Additional Members. That additional Members will be admitted only with the unanimous consent of all Members entitled to participate in management and upon such terms as are unanimously agreed to by all Members entitled to a dividend upon dissolution or liquidation.
8. Continuity. That the remaining Members of the limited liability company will have the right to continue the business upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or occurrence of any other event which terminates the continued Membership of a Member in this limited liability company. The return of capital and the distribution of profits shall be determined from the company's books, as of the effective date of withdrawal, based on generally accepted accounting practices, and paid as soon as practicable

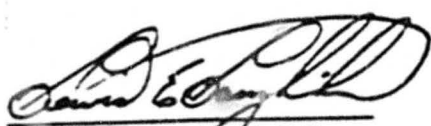
without diminishing the prospects of the company's ventures and subject to the limitations of Chapter 86 of the Nevada Revised Statutes, as amended.

9. Management. The business and affairs of the company shall be managed by a manager, who will be elected annually by the members in the manner prescribed by the operating agreement of the company. The name and address of the initial manager of the the company is Lewis E. Laughlin 2533 N. Carson Street, Carson City, NV 89706

DATED this 5th day of December, 1997.

MEMBER:

LAUGHLIN ASSOCIATES, INC. by:

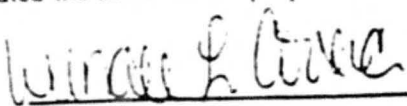

Lewis E. Laughlin, C.E.O.

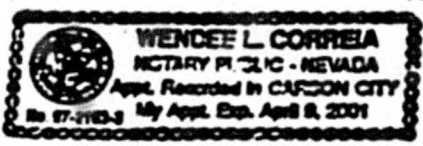
MEMBER:


Lewis E. Laughlin

State of Nevada)
) ss
Carson City)

On this 5th day of December 1997, before me, a notary Public in and for said state, personally appeared Lewis E. Laughlin, personally known to me, and who is the C.E.O. of Laughlin Associates, Inc., personally known to me to be the person who executed the above instrument personally and on behalf of said LLC Company, and be acknowledged to me that he executed the same for the purpose therein stated.


Notary Public
My Commission Expires 09-20-01



NEXT

DOCUMENT (S)

BEST IMAGE

POSSIBLE

trust acct

FILE
IN THE OFFICE OF THE
SECRETARY OF STATE OF THE
STATE OF NEVADA

STATE OF NEVADA



JAN 20 1998
No. LLC 4929-97
Dean Hill
DEAN HILL, SECRETARY OF STATE

AMENDMENT
TO
ARTICLES OF ORGANIZATION
(Limited-Liability Company)
Pursuant to NRS 86.211

(For filing office use)

(For filing office use)

IMPORTANT - Read instructions on back before completing this form.

**** PLEASE SUBMIT WITH EXTRA COPY ****

Type or Print (black ink only)

1. Secretary of State File No.: <u>LLC 4929-97</u>	2. Secretary of State File Date: <u>12/5/97</u>
---	--

1. Name of the Limited-Liability Company:
MULTI VOX COMMUNICATIONS LLC

2. The Articles of Organization of the Limited-Liability Company are amended as follows: (Complete appropriate sub-section(s)):

- A. The Limited-Liability Company name is changed to:
MXV COMMUNICATIONS LLC
- B. The following manager(s) has withdrawn:
Lewis E. Laughlin 2533 N. Carson St. Carson City, NV 89706
The following manager(s) has been added:
C. Ed Brnskale 1730 South El Camino Road Fir 5 San Mateo
(Name) (Address) CA 9440
(Name) (Address)

(If adding more than two managers, please attach additional page)

The latest date upon which the Limited-Liability Company is to dissolve has been changed to: _____

Other matters included in the Articles of Organization of the Limited-Liability Company are amended as indicated on the attached page(s). Number of pages attached: _____

We, the undersigned, verify that we are the persons who executed this amendment to the identified Limited-Liability Company, which execution is our act and deed.

Signature of manager or member _____ Date _____

Signature of manager or member _____ Date _____

Signature of manager or member _____ Date _____

Signature of manager or member _____ Date 1/19/98

Notary stamp or seal

Signature of notarial officer
Aracelo Tolentino, Notary Public

State of California
County of San Mateo

SUBSCRIBED AND SWORN TO BEFORE ME
This 19th day of January, 1998
by Ed Brinskele
[Signature]
NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Mateo

On January 19 1998 before me, Arnaldo Tolentino Notary Public
Name and Title of Officer (e.g., "Jane Doe," "Notary Public")

personally appeared Ed Brinsdale
Name(s) of Signer(s)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) were subscribed to the within instrument and acknowledged to me that s/he/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: State of Nevada: Amendment To Articles of Organization

Document Date: January 19, 1998 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

EXHIBIT C - FINANCIAL INFORMATION

02/11/98

MXV Communications LLC
Balance Sheet
As of February 11, 1998

	<u>Feb 11, '98</u>
ASSETS	
Current Assets	
Checking/Savings	
1003 - Comerica	271,438.73
1010 - Petty Cash	<u>50.00</u>
Total Checking/Savings	271,488.73
Other Current Assets	
Deposit for Telcom	3,250.00
Intellectual Properties	<u>40,000.00</u>
Total Other Current Assets	43,250.00
Total Current Assets	314,738.73
Fixed Assets	
2001 - Equipment Switch	934,526.80
2100 - Office & Computer Equipment	<u>44,592.83</u>
2200 - Furniture & Fixtures	<u>25,000.00</u>
Total Fixed Assets	1,004,119.63
TOTAL ASSETS	<u>1,318,858.36</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
3000 - Accounts Payable	47,894.48
Total Accounts Payable	47,894.48
Other Current Liabilities	
3501 - Accrued Vacation	<u>729.64</u>
Total Other Current Liabilities	729.64
Total Current Liabilities	<u>48,624.12</u>
Total Liabilities	48,624.12
Equity	
3900 - Paid in Capital	1,260,314.73
Net Income	<u>9,919.51</u>
Total Equity	<u>1,270,234.24</u>
TOTAL LIABILITIES & EQUITY	<u>1,318,858.36</u>

I, Jeff Richards, Director of Operations, an officer of MXV Communications LLC, certify that, to the best of my knowledge, the information contained herein is true and correct in all material respects.

JRLO

Date 2/11/98

02/11/98

MXV Communications LLC
Balance Sheet
As of February 11, 1998

Feb 11, '98

ASSETS	
Current Assets	
Checking/Savings	
1003 - Comerica	271,438.73
1010 - Petty Cash	50.00
Total Checking/Savings	<u>271,488.73</u>
Other Current Assets	
Deposit for Telcom	3,250.00
Intellectual Properties	40,000.00
Total Other Current Assets	<u>43,250.00</u>
Total Current Assets	314,738.73
Fixed Assets	
2001 - Equipment Switch	934,526.80
2100 - Office & Computer Equipment	44,592.83
2200 - Furniture & Fixtures	25,000.00
Total Fixed Assets	<u>1,004,119.63</u>
TOTAL ASSETS	<u>1,318,858.36</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
3000 - Accounts Payable	47,894.48
Total Accounts Payable	<u>47,894.48</u>
Other Current Liabilities	
3501 - Accrued Vacation	729.64
Total Other Current Liabilities	<u>729.64</u>
Total Current Liabilities	<u>48,624.12</u>
Total Liabilities	48,624.12
Equity	
3900 - Paid in Capital	1,260,314.73
Net Income	9,919.51
Total Equity	<u>1,270,234.24</u>
TOTAL LIABILITIES & EQUITY	<u>1,318,858.36</u>

I, Jeff Richards, Director of Operations, an officer of MVX Communications LLC, certify that, to the best of my knowledge, the information contained herein is true and correct in all material respects.

JRL Date 2/11/98

02/11/98

MVX Communications LLC
Profit and Loss
 January 1998

	Jan '98
Ordinary Income/Expense	
Income	
4200 · Sales	
4202 · Municipal	80,888.65
4203 · Network One	120,671.21
Total 4200 · Sales	201,559.86
Total Income	201,559.86
Cost of Goods Sold	
5000 · Cost of Goods Sold	
5102 · Domestic Phone Carriers	104,000.00
5000 · Cost of Goods Sold - Other	10,074.22
Total 5000 · Cost of Goods Sold	114,074.22
Total COGS	114,074.22
Gross Profit	87,485.64
Expense	
6180 · Insurance	
6181 · Health Insurance	1,238.73
6185 · Work Comp	544.11
Total 6180 · Insurance	1,782.84
6240 · Payroll Expenses	
6242 · Payroll Taxes	
6241 · Salaries	45,201.24
6242 · Payroll Taxes - Other	2,067.50
Total 6242 · Payroll Taxes	47,268.74
Total 6240 · Payroll Expenses	47,268.74
6250 · Postage and Delivery	133.98
6260 · Printing and Reproduction	5,420.96
6270 · Professional Fees	
6288 · Consultants	5,000.00
Total 6270 · Professional Fees	5,000.00
6290 · Rent	16,500.00
6340 · Communications	
6341 · Telephone	1,300.78
Total 6340 · Communications	1,300.78
6350 · Travel & Ent	
6355 · Car Allowance	35.12
Total 6350 · Travel & Ent	35.12
6550 · Office Supplies	123.68
Total Expense	77,566.13
Net Ordinary Income	9,919.51
Net Income	9,919.51

I, Jeff Richards, Director of Operations, an officer of MVX Communications LLC, certify that, to the best of my knowledge, the information contained herein is true and correct in all material respects.

Jeff Richards Date 2/11/98

EXHIBIT D - PROPOSED TARIFF

MXV COMMUNICATIONS, LLC

ORIGINAL SHEET 1

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

TITLE SHEET

SOUTH DAKOTA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of service or facilities for Telecommunications Services furnished by MVX Communications, LLC ("MVX"), with principal offices at 1730 S. El Camino Real, Suite 500, San Mateo, California 94402. This tariff applies for services furnished within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission, and copies may be inspected, during normal business hours, at the company's principal place of business.

ISSUED: February 11, 1998

EFFECTIVE:

ISSUED BY:

Ed Brinskele
1730 S. El Camino Real, Suite 500
San Mateo, California 94402

MXV COMMUNICATIONS, LLC

ORIGINAL SHEET 1

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

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ISSUED: February 11, 1998

EFFECTIVE:

ISSUED BY:

Ed Brinskele
1730 S. El Camino Real, Suite 500
San Mateo, California 94402

MVX COMMUNICATIONS, LLC

ORIGINAL SHEET 2

SOUTH DAKOTA PUC TARIFF NO. 1

TELECOMMUNICATIONS SERVICES TARIFF

CONCURRING, CONNECTING OR

OTHER PARTICIPATING CARRIERS AND

BILLING AGENTS

1. Concurring Carriers - None
2. Connecting Carriers - None
3. Other Participating Carriers - None
4. Billing Agents - None

ISSUED: February 11, 1998

EFFECTIVE:

ISSUED BY:

Ed Brinskele
1730 S. El Camino Real, Suite 500
San Mateo, California 94402

TELECOMMUNICATIONS SERVICES TARIFFCHECK SHEET

Sheets 1 through 30 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s). Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet.

<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
23	Original
24	Original
25	Original
26	Original
27	Original
28	Original
29	Original
30	Original

* New or Revised Sheet

ISSUED: February 11, 1998

ISSUED BY:

Ed Brinskele
1730 S. El Camino Real, Suite 500
San Mateo, California 94402

EFFECTIVE:

TELECOMMUNICATIONS SERVICES TARIFF

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ISSUED: February 11, 1998

EFFECTIVE:

ISSUED BY:

Ed Brinskele
1730 S. El Camino Real, Suite 500
San Mateo, California 94402

TELECOMMUNICATIONS SERVICES TARIFFTARIFF FORMAT

A. Sheet Numbering: Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between pages 11 and 12 would be page 11.1.

B. Sheet Revision Numbers: Revision numbers also appear in the upper right corner of each sheet where applicable. These numbers are used to indicate the most current page version on file with the Commission. For example, 4th Revised Sheet 13 cancels 3rd Revised Sheet 13. Consult the Check Sheet for the sheets currently in effect.

C. Paragraph Numbering Sequence: There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

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

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

ISSUED: February 11, 1998

EFFECTIVE:

ISSUED BY:

Ed Brinskele

1730 S. El Camino Real, Suite 500
San Mateo, California 94402

SYMBOLS

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

- (C) to signify change in regulation
- (D) to signify a deletion
- (I) to signify a rate increase
- (L) to signify material relocated in the tariff
- (N) to signify a new rate or regulation
- (R) to signify a rate reduction
- (T) to signify a change in text, but no change in rate or regulation

ISSUED: February 11, 1998

EFFECTIVE:

ISSUED BY:

Ed Brinskele
1730 S. El Camino Real, Suite 500
San Mateo, California 94402

TELECOMMUNICATIONS SERVICES TARIFFSECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

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

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable MVX to identify the origin of the Customer so it may rate and bill the call. Automatic number identification (ANI) is used as the authorization code wherever possible.

Commission - Used throughout this tariff to mean the South Dakota Public Utilities Commission.

Customer - The person, firm, corporation or other legal entity which orders the services of MVX and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Company or MVX - Used throughout this tariff to mean MVX Communications, LLC, a Nevada limited liability company.

Holiday - New Year's Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Holidays shall be billed at the evening rate from 8 a.m. to 11 p.m. After 11 p.m., the lower night rate shall go into effect.

Prepaid Account - An inventory of Telecom Units purchased in advance by the Customer, and associated with one and only one Authorization Code as contained in a specific Prepaid Calling Card.

Prepaid Calling Card - A card issued by the Company, containing an Authorization Code which identifies a specific Prepaid Account of Telecom Units, which enables calls to be processed, account activity to be logged, and balances to be maintained, on a prepayment basis.

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Telecom Unit - A measurement of telecommunications service equivalent to one minute of usage between any two points within the State of South Dakota.

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

Underlying Carrier - The telecommunications carrier whose network facilities provide the technical capability and capacity necessary for the transmission and reception of Customer telecommunications traffic.

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TELECOMMUNICATIONS SERVICES TARIFFSECTION 2 - RULES AND REGULATIONS2.1 Undertaking of the Company

This tariff contains the regulations and rates applicable to intrastate resale telecommunications services provided by MVX for telecommunications between points within the State of South Dakota. Resale services are furnished subject to the availability of facilities and subject to the terms and conditions of this tariff in compliance with limitations set forth in the Commission's rules. The Company's services are provided on a statewide basis and are not intended to be limited geographically. The Company offers service to all those who desire to purchase service from the Company consistent with all of the provisions of this tariff. Customers interested in the Company's services shall file a service application with the Company which fully identifies the Customer, the services requested and other information requested by the Company. The Company reserves the right to examine the credit record and check the references of all applicants and Customers. The Company may examine the credit profile/record of any applicant prior to accepting the service order. The service application shall not in itself obligate the Company to provide services or to continue to provide service if a later check of applicant's credit record is, in the opinion of the Company, contrary to the best interest of the Company. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to a service provided by the Company. The Customer shall be responsible for all charges due for such service arrangement. The Company does not own any switching, transmission or other physical facilities in South Dakota.

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- 2.1.1 The services provided by MVX are not part of a joint undertaking with any other entity providing telecommunications channels, facilities, or services, but may involve the resale of the Message Toll Services (MTS) and Wide Area Telecommunications Services (WATS) of underlying common carriers subject to the jurisdiction of this Commission.
- 2.1.2 The rates and regulations contained in this tariff apply only to the resale services furnished by MVX and do not apply, unless otherwise specified, to the lines, facilities, or services provided by a local exchange telephone company or other common carriers for use in accessing the services of MVX.
- 2.1.3 The Company reserves the right to limit the length of communications, to discontinue furnishing services, or limit the use of service necessitated by conditions beyond its control, including, without limitation: lack of satellite or other transmission medium capacity; the revision, alteration or repricing of the Underlying Carrier's tariffed offerings; or when the use of service becomes or is in violation of the law or the provisions of this tariff.

2.2 Use of Services

- 2.2.1 MVX's services may be used for any lawful purpose consistent with the transmission and switching parameters of the telecommunications facilities utilized in the provision of services, subject to any limitations set forth in this Section 2.2.
- 2.2.2 The use of MVX's services to make calls which might reasonably be expected to frighten, abuse, torment, or harass another or in such a way as to unreasonably interfere with use by others is prohibited.

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- 2.2.3 The use of MVX's services without payment for service or attempting to avoid payment for service by fraudulent means or devices, schemes, false or invalid numbers, or false calling or credit cards is prohibited.
- 2.2.4 MVX's services are available for use twenty-four hours per day, seven days per week.
- 2.2.5 MVX does not transmit messages, but the services may be used for that purpose.
- 2.2.6 MVX's services may be denied for nonpayment of charges or for other violations of this tariff.
- 2.2.7 Customers shall not use the service provided under this tariff for any unlawful purpose.
- 2.2.8 The Customer is responsible for notifying the Company immediately of any unauthorized use of services.

2.3 Liability of the Company

- 2.3.1 The Company shall not be liable for any claim, loss, expense or damage for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this tariff, if caused by the Underlying Carrier, an act of God, fire, war, civil disturbance, act of government, or due to any other causes beyond the Company's control.
- 2.3.2 The Company shall not be liable for, and shall be fully indemnified and held harmless by the Customer against any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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- 2.3.3 No agent or employee of any other carrier or entity shall be deemed to be an agent or employee of the Company.
- 2.3.4 The Company's liability for damages, resulting in whole or in part from or arising in connection with the furnishing of service under this tariff, including but not limited to mistakes, omissions, interruptions, delays, errors, or other defects or misrepresentations shall not exceed an amount equal to the charges provided for under this tariff for the long distance call for the period during which the call was affected. No other liability in any event shall attach to the Company.
- 2.3.5 The Company shall not be liable for and shall be indemnified and saved harmless by any Customer or by any other entity from any and all loss, claims, demands, suits, or other action or any liability whatsoever, whether suffered, made, instituted, or asserted by any Customer or any other entity for any personal injury to, or death of, any person or persons, and for any loss, damage, defacement or destruction of the premises of any Customer or any other entity or any other property whether owned or controlled by the Customer or others.
- 2.3.6 The Company shall not be liable for any indirect, special, incidental, or consequential damages under this tariff including, but not limited to, loss of revenue or profits, for any reason whatsoever, including the breakdown of facilities associated with the service, or for any mistakes, omissions, delays, errors, or defects in transmission occurring during the course of furnishing service.

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2.3.7 The remedies set forth herein are exclusive and in lieu of all other warranties and remedies, whether express, implied, or statutory, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

2.4 Responsibilities of the Customer

2.4.1 The Customer is responsible for placing any necessary orders and complying with tariff regulations. The Customer is also responsible for the payment of charges for services provided under this tariff.

2.4.2 The Customer is responsible for charges incurred for special construction and/or special facilities which the Customer requests and which are ordered by MVX on the Customer's behalf.

2.4.3 If required for the provision of MVX's services, the Customer must provide any equipment space, supporting structure, conduit and electrical power without charge to MVX.

2.4.4 The Customer is responsible for arranging access to its premises at times mutually agreeable to MVX and the Customer when required for MVX personnel to install, repair, maintain, program, inspect or remove equipment associated with the provision of MVX's services.

2.4.5 The Customer shall cause the temperature and relative humidity in the equipment space provided by Customer for the installation of MVX's equipment to be maintained within the range normally provided for the operation of microcomputers.

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- 2.4.6 The Customer shall ensure that the equipment and/or system is properly interfaced with MVX's facilities or services, that the signals emitted into MVX's network are of the proper mode, bandwidth, power and signal level for the intended use of the subscriber and in compliance with criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel, or degrade service to other Customers. If the Federal Communications Commission or some other appropriate certifying body certifies terminal equipment as being technically acceptable for direct electrical connection with interstate communications service, MVX will permit such equipment to be connected with its channels without the use of protective interface devices. If the Customer fails to maintain the equipment and/or the system properly, with resulting imminent harm to MVX equipment, personnel or the quality of service to other Customers, MVX may, upon written notice, require the use of protective equipment at the Customer's expense. If this fails to produce satisfactory quality and safety, MVX may, upon written notice, terminate the Customer's service.
- 2.4.7 The Customer must pay MVX for replacement or repair of damage to the equipment or facilities of MVX caused by negligence or willful act of the Customer or others, by improper use of the services, or by use of equipment provided by Customer or others.
- 2.4.8 The Customer must pay for the loss through theft of any MVX equipment installed at Customer's premises.
- 2.4.9 If MVX installs equipment at Customer's premises, the Customer shall be responsible for payment of any applicable installation charge.

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2.4.10 The Customer must use the services offered in this tariff in a manner consistent with the terms of this tariff and the policies and regulations of all state, federal and local authorities having jurisdiction over the service.

2.5 Cancellation or Interruption of Services

2.5.1 Without incurring liability, upon five (5) working days' (defined as any day on which the company's business office is open and the U.S. Mail is delivered) written notice to the Customer, MVX may immediately discontinue services to a Customer or may withhold the provision of ordered or contracted services:

2.5.1.A For nonpayment of any sum due MVX for more than thirty (30) days after issuance of the bill for the amount due,

2.5.1.B For violation of any of the provisions of this tariff,

2.5.1.C For violation of any law, rule, regulation, policy of any governing authority having jurisdiction over MVX's services, or

2.5.1.D By reason of any order or decision of a court, public service commission or federal regulatory body or other governing authority prohibiting MVX from furnishing its services.

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- 2.5.2 Without incurring liability, MVX may interrupt the provision of services at any time in order to perform tests and inspections to assure compliance with tariff regulations and the proper installation and operation of Customer and MVX's equipment and facilities and may continue such interruption until any items of noncompliance or improper equipment operation so identified are rectified.
- 2.5.3 Service may be discontinued by MVX without notice to the Customer, by blocking traffic to certain countries, cities or NXX exchanges, or by blocking calls using certain Customer authorization codes, when MVX deems it necessary to take such action to prevent unlawful use of its service. MVX will restore service as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.
- 2.5.4 The Customer may terminate service upon thirty (30) days written notice for the Company's standard month to month contract. Customer will be liable for all usage on any of the Company's service offerings until the Customer actually leaves the service. Customers will continue to have Company usage until the Customer notifies its local exchange carrier and changes its long distance carrier. Until the Customer so notifies its local exchange carrier, it shall continue to generate and be responsible for long distance usage.

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TELECOMMUNICATIONS SERVICES TARIFF**2.6 Credit Allowance**

- 2.6.1 Credit allowance for the interruption of service which is not due to the Company's testing or adjusting, negligence of the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's facilities.
- 2.6.2 No credit is allowed in the event that service must be interrupted in order to provide routine service quality or related investigations.
- 2.6.3 Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company or in the event that the Company is entitled to a credit for the failure of the facilities of the Company's Underlying Carrier used to furnish service.
- 2.6.4 Credit for interruption shall commence after the Customer notifies the Company of the interruption or when the Company becomes aware thereof, and ceases when service has been restored.
- 2.6.5 For purposes of credit computation, every month shall be considered to have 720 hours.

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- 2.6.6 No credit shall be allowed for an interruption of a continuous duration of less than two hours.
- 2.6.7 The Customer shall be credited for an interruption of two 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:

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

"A" - outage time in hours

"B" - monthly charge for affected activity

2.7 Restoration of Service

The use and restoration of service shall be in accordance with the priority system specified in part 64, Subpart D of the Rules and Regulations of the Federal Communications Commission.

2.8 Deposit

The Company does not require deposits to commence service.

2.9 Advance Payments

MVX does not require advance payments.

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TELECOMMUNICATIONS SERVICES TARIFF2.10 Payment and Billing

- 2.10.1 Service is provided and billed on a billing cycle basis, beginning on the date that service becomes effective. Billing is payable upon receipt. A late fee will be assessed on unpaid amounts 30 days after rendition of bills.
- 2.10.2 The customer is responsible for payment of all charges for services furnished to the Customer, as well as to all persons using the Customer's codes, exchange lines, facilities, or equipment, with or without the knowledge or consent of the Customer. The security of the Customer's Authorization Codes, subscribed exchange lines, and direct connect facilities is the responsibility of the Customer. All calls placed using direct connect facilities, subscribed exchange lines, or Authorization Codes will be billed to and must be paid by the Customer. Recurring charges and non-recurring charges are billed in advance. Charges based on actual usage during a month and any accrued interest will be billed monthly in arrears.
- 2.10.3 All bills are presumed accurate, and shall be binding on the customer unless objection is received by the Company in writing within 30 days after such bills are rendered. No credits, refunds, or adjustments shall be granted if demand therefore is not received by the Company in writing within such 30 day period.

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TELECOMMUNICATIONS SERVICES TARIFF**2.11 Collection Costs**

In the event Company is required to initiate legal proceedings to collect any amounts due to Company for regulated or non-regulated services, equipment or facilities, or to enforce any judgment obtained against a Customer, or for the enforcement of any other provision of this tariff or applicable law, Customer shall, in addition to all amounts due, be liable to Company for all reasonable costs incurred by Company in such proceedings and enforcement actions, including reasonable attorneys' fees, collection agency fees or payments, and court costs. In any such proceeding, the amount of collection costs, including attorneys' fees, due to the Company, will be determined by the court.

2.12 Taxes

All federal, state and local taxes, assessments, surcharges, or fees, including sales taxes, use taxes, gross receipts taxes, and municipal utilities taxes, are billed as separate line items and are not included in the rates quoted herein.

2.13 Late Charge

A late fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be charged on any past due balances.

2.14 Returned Check Charge

A fee of \$15.00 will be charged whenever a check or draft presented for payment for service is not accepted by the institution on which it is written.

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TELECOMMUNICATIONS SERVICES TARIFFSECTION 3 - DESCRIPTION OF SERVICE3.1 Computation of Charges

- 3.1.1 The total charge for each completed call may be a variable measured charge dependent on the duration, distance and time of day of the call. The total charge for each completed call may also be dependent only on the duration of the call, i.e. a statewide flat rate per minute charge. The variable measured charge is specified as a rate per minute which is applied to each minute. All calls are measured in one minute increments. All calls are rounded up to the next whole increment.
- 3.1.2 Where mileage bands appear in a rate table, rates for all calls are based upon the airline distance between the originating and terminating points of the call, as determined by the vertical and horizontal coordinates associated with the exchange (the area code and three digit central office code) associated with the originating and terminating telephone numbers. If the Customer obtains access to the Company's network by a dedicated access circuit, that circuit will be assigned an exchange for rating purposes based upon the Customer's main telephone number at the location where the dedicated access circuit terminates. The vertical and horizontal (V & H) coordinates for each exchange and the airline distance between them will be determined according to industry standards.

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3.1.3 Timing begins when the called station is answered and two way communication is possible, as determined by standard industry methods generally in use for ascertaining answer, including hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. Recognition of answer supervision is the responsibility of the Underlying Carrier. Timing for each call ends when either party hangs up. MVX will not bill for uncompleted calls.

3.2 Customer Complaints and/or Billing Disputes

Customer inquiries or complaints regarding service or accounting may be made in writing or by telephone to the Company at:

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San Mateo, California 94402
(888) 685-8486

Any objection to billed charges should be reported promptly to MVX. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate. Where overbilling of a subscriber occurs, due either to Company or subscriber error, no liability exists which will require the Company to pay any interest, dividend or other compensation on the amount overbilled.

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The Company will respond within seventy two (72) hours of receipt of an inquiry. If the Customer is dissatisfied with the Company's response to a complaint or inquiry, the Customer may file the Commission for resolution of the conflict. The South Dakota Public Utilities Commission can be reached at:

500 East Capitol
Pierre, SD 57501-5070
(605) 773-3201
(800) 332-1782

If a Customer accumulates more than One Dollar of undisputed delinquent MVX 800 Service charges, the MVX Resp. Org. reserves the right not to honor that Customer's request for a Resp. Org. change until such undisputed charges are paid in full.

3.3 Level of Service

A Customer can expect end to end network availability of not less than 99% at all times for all services.

3.4 Billing Entity Conditions

When billing functions on behalf of MVX or its intermediary are performed by local exchange telephone companies or others, the payment of charge conditions and regulations of such companies and any regulations imposed upon these companies by regulatory bodies having jurisdiction apply. MVX's name and toll-free telephone number will appear on the Customer's bill.

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TELECOMMUNICATIONS SERVICES TARIFF**3.5 Service Offerings**

3.5.1 1+ Dialing

The customer utilizes "1+" dialing, or "101XXXX" dialing followed by "1 + ten digits" for interLATA calls, or dials "101XXXX" followed by "1 + 7 digits" or "1 + 10 digits" for intralATA calls.

3.5.2 Post Bill Cards

The Customer utilizes an 11 digit "toll-free" access number established by the Company to access a terminal. Upon receiving a voice prompt, the Customer uses push button dialing to enter an identification code assigned by the Company, and the ten digit number of the called party.

3.5.3 800 Service (Toll-Free)

This service is inbound calling only where an 800, 888 or other toll-free prefix number rings into a Customer's premise routed to a specific telephone number or terminated over a dedicated facility.

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3.5.4 MVX Prepaid Calling Cards

This service permits use of Prepaid Calling Cards for placing long distance calls. Customers may purchase MVX Prepaid Calling Cards at a variety of retail outlets or through other distribution channels. MVX Prepaid Calling Cards are available at a variety of face values ranging from five dollars (\$5.00), in one dollar (\$1.00) increments. MVX Prepaid Calling Card service is accessed using the MVX toll-free number printed on the card. The caller is prompted by an automated voice response system to enter his/her Authorization Code, and then to enter the terminating telephone number. MVX's processor tracks the call duration on a real time basis to determine the number of Telecom Units consumed. The total consumed Telecom Units for each call is deducted from the remaining Telecom Unit balance on the Customer's MVX Prepaid Calling Card.

All calls must be charged against Prepaid Calling Card that has a sufficient Telecom Unit balance. A Customer's call will be interrupted with an announcement when the balance is about to be depleted.

In order to continue the call, the Customer can either call the toll-free number on the back of the MVX Prepaid Calling Card and "recharge" the balance on the card using a nationally recognized credit card, or the Customer can throw the card away and purchase a new one. Calls in progress will be terminated by the Company if the balance on the MVX Prepaid Calling Card is insufficient to continue the call and the Customer fails to enter the number of another valid MVX Prepaid Calling Card prior to termination.

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A card will expire 12 months from the date of purchase, or the date of last recharge, whichever is later. The Company will not refund unused balances.

A credit allowance for MVX Prepaid Calling Card Service is applicable to calls that are interrupted due to poor transmission, one-way transmission, or involuntary disconnection of a call. To receive the proper credit, the Customer must notify the Company at the designated toll-free customer service number printed on the MVX Prepaid Calling Card and furnish the called number, the trouble experienced (e.g. cut-off, noisy circuit, etc.), and the approximate time that the call was placed.

When a call charged to an MVX Prepaid Calling Card is interrupted due to cut-off, one-way transmission, or poor transmission conditions, the Customer will receive a credit equivalent of one Telecom Unit.

Credit allowances for calls pursuant to MVX Prepaid Card Service do not apply for interruptions not reported promptly to the Company or interruptions that are due to the failure of power, equipment or systems not provided by the Company.

Credit for failure of service shall be allowed only when such failure is caused by or occurs due to causes within the control of the Company.

The Company will block all calls beginning with the NPA "900" and NXX "976" calls, therefore such calls can not be completed.

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3.5.5 Directory Assistance.

Access to long distance directory assistance is obtained by dialing 1 + 555-1212 for listings within the originating area code and 1 + (area code) + 555-1212 for other listings. When more than one number is requested in a single call, a charge will apply for each number requested. A charge will be applicable for each number requested, whether or not the number is listed or published.

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3.5.6 Specialized Pricing Arrangements.

Customized service packages and competitive pricing packages at negotiated rates may be furnished on a case-by-case basis in response to requests by Customers to the Company for proposals or for competitive bids. Service offered under this tariff provision will be filed with the Commission. Specialized rates or charges will be made available to similarly situated Customers on a non-discriminatory basis.

3.5.7 Emergency Call Handling Procedures

Emergency "911" calls are not routed to company, but are completed through the local network at no charge.

3.5.8 Promotional Offerings

The Company may, from time to time, make promotional offerings to enhance the marketing of its services. These offerings may be limited to certain dates, times and locations. The Company will notify the Commission of such offerings as required by Commission rules and regulations.

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TELECOMMUNICATIONS SERVICES TARIFF

SECTION 4 - RATES

4.1 1+ Dialing

\$0.193 per minute

4.2 Post Bill Cards

\$0.25 Per Minute

4.3 Toll Free

\$0.198 per minute

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TELECOMMUNICATIONS SERVICES TARIFF

4.4 Prepaid Calling Cards

\$.25 Per Telecom Unit

Cards will be decremented by one Telecom Unit for each minute or fractional part of a minute for intrastate calls. These rates apply twenty-four hours per day, seven days per week.

4.5 Directory Assistance

\$.75

4.6 Returned Check Charge

\$15.00

4.7 Rate Periods

	Monday - Friday	Sat.	Sun.
8 a.m. to 5 p.m.*	Daytime Rate Period		
5 p.m. to 11 p.m.*	Evening Rate Period		Evening Rate Period
11 p.m. to 8 a.m.*	Night/Weekend Rate Period		

* To, but not including
When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge. If the calculation results in a fractional charge, the amount will be rounded down to the lower cent.

4.8 Payphone Dial Around Surcharge

A dial around surcharge of \$.35 per call will be added to any completed INTRASTATE toll access code and subscriber 800/888 type calls placed from a public or semi-public payphone.

ISSUED: February 11, 1998

EFFECTIVE:

ISSUED BY:

Ed Brinskele
1730 S. El Camino Real, Suite 500
San Mateo, California 94402

WINSTON TAYLOR, INC.
517 JACOBY STREET
SAN RAFAEL, CA 94901
(415) 458-2200

1143

2/10 1998

11-35/1210

PAY
TO THE
ORDER OF

South Dakota

\$ 250⁰⁰/₁₀₀

Two hundred fifty +⁰⁰/₁₀₀

DOLLARS

BANK OF AMERICA
SAN FRANCISCO INT'L AIRPORT BRANCH 0572
SAN FRANCISCO INTERNATIONAL AIRPORT
SAN FRANCISCO, CA 94128
(415) 815-4700

FOR

SD



⑆ 21000358⑆ 1143⑆ 05721⑆ 06988⑆

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted March 10, 1998, effective April 13, 1998
Docket No. TC98-054

This is to certify that

MVX 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 16th day of March, 1998.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner

**BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA**

IN THE MATTER OF THE APPLICATION OF) MVX COMMUNICATIONS, LLC FOR A) CERTIFICATE OF AUTHORITY TO PROVIDE) TELECOMMUNICATIONS SERVICES IN) SOUTH DAKOTA)	ORDER GRANTING CERTIFICATE OF AUTHORITY TC98-054
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On February 13, 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 MVX Communications, LLC (MVX).

MVX is a switch-based reseller which intends to offer 1+ direct dialing, 800 toll free, travel card and prepaid calling card service through resale of telephone services provided by facilities-based interexchange carriers. A proposed tariff was filed by MVX. The Commission has classified long distance service as fully competitive.

On February 19, 1998, the Commission electronically transmitted notice of the filing and the intervention deadline of March 6, 1998, to interested individuals and entities. No petitions to intervene or comments were filed and at its regularly scheduled March 10, 1998, meeting, the Commission considered MVX's request for a certificate of authority. Commission Staff recommended granting a certificate of authority.

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 MVX has met the legal requirements established for the granting of a certificate of authority. MVX 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 MVX's application for a certificate of authority upon it obtaining a certificate of authority from the South Dakota Secretary of State. As the Commission's final decision in this matter, it is therefore

ORDERED, that MVX's application for a certificate of authority is hereby granted, effective April 13, 1998, upon it filing with the Commission a certificate of authority from the South Dakota Secretary of State. It is

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

Dated at Pierre, South Dakota, this 16th day of March, 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>William Kalbe</u>
Date <u>3/17/98</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

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 MVX COMMUNICATIONS, L.L.C. (NV) 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 MVX COMMUNICATIONS, L.L.C.



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 April 15, 1998.

Joyce Hazeltine
JOYCE HAZELTINE
Secretary of State

South Dakota
Public Utilities Commission
State Capitol 500 E. Capitol
Pierre, SD 57501-5070
Phone: (605) 773-3705
Fax: (605) 773-3809

TELECOMMUNICATIONS SERVICE FILINGS

These are the telecommunications service filings that the Commission has received for the period of:

02/13/98 through 02/19/98

If you need a complete copy of a filing faxed, overnight expressed, or mailed to you, please contact Delaine Kolbo within five days of this filing.

DOCKET NUMBER	TITLE/STAFF/SYNOPSIS	DATE FILED	INTERVENTION DEADLINE
REQUEST FOR CERTIFICATE OF AUTHORITY			
TC98-054	Application by MVX Communications, LLC for a Certificate of Authority to operate as a telecommunications company within the state of South Dakota. (Staff: TS/CH) "Applicant is a switch-based reseller which intends to offer 1+ direct dialing, 800 toll free, travel card and prepaid calling card service through the resale of telephone services provided by facilities-based interexchange carriers."	02/13/98	03/06/98

Important Notice: The Commission is compiling a list of internet addresses. If you have an internet address please notify the Commission by E-mailing it to Terry Norum at terryn@puc.state.sd.us. Faxing the address to the Commission at 605-773-3809