

TC99-024

DOCKET NO.

TC99-024

KC/mf

In the Matter of IN THE MATTER OF THE APPLICATION OF LEGENDS COMMUNICATIONS, INC. FOR A CERTIFICATE OF AUTHORITY TO PROVIDE TELECOMMUNICATIONS SERVICES IN SOUTH DAKOTA

Public Utilities Commission of the State of South Dakota

DATE	MEMORANDA
3/18/99	Filed and docketed;
3/25/99	Weekly filings;
4/19/99	Revised Tariffs;
4/21/99	Revised Tariffs;
4/30/99	Revised Tariffs;
5/7/99	Revised Tariffs;
5/18/99	Order Granting COA;
5/18/99	Docket Closed.



TC99-024

210 N. Park Ave.
Winter Park, FL
32789

March 16, 1999
Via Overnight Delivery

RECEIVED

MAR 18 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

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

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, South Dakota 57501

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

Re: Registration of Legends Communications, Inc. for Authority to Provide
Intrastate Telecommunications Services within the State of South Dakota

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of a Registration for Authority to Provide Intrastate Telecommunications Services, filed on behalf of Legends Communications, Inc. Also enclosed is a check for \$250.00 to cover the filing fee.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,



Connie Wightman
Consultant to
Legends Communications, Inc.

CW/dm

cc: Robert Franklin, Legends
file: Legends - SD
tms: sdo9900

**SOUTH DAKOTA
PUBLIC UTILITIES COMMISSION**

RECEIVED

MAR 18 1999

Registration of)
 Legends Communications, Inc.)
 for Authority to Provide Intrastate)
 Telecommunications Services)
 within South Dakota)

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Docket No. _____

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Legends Communications, Inc. ("Legends" or "Applicant") submits the following registration information:

1. The name, address and telephone number of the applicant.

Legends Communications, Inc.
 2500 Windy Ridge Parkway, Suite 365
 Atlanta, Georgia 30339

Telephone: (770) 956-9900
 Facsimile: (770) 956-9911
 Toll Free: (888) 308-8583

2. The name under which the Applicant will provide these services if different than in subdivision (1) of this section;

Not Applicable

3. If the applicant is a corporation:

- (a) **The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority.**

Applicant is a corporation organized under the laws of the state of Georgia on September 24, 1998. A copy of the Applicant's certificate of authority to operate in South Dakota is provided in Attachment I.

- (b) **The location of its principal office, if any, in this state and the name and address of its current registered agent.**

Principal office in South Dakota: None

Registered Agent: National Registered Agents, Inc.
300 South Phillips Avenue, Suite 300
Sioux Falls, South Dakota 57102

- (c) **The names and addresses of any corporation, association, partnership, cooperative, or individual holding a 20 percent or greater ownership or management interest in the applicant corporation and the amount and character of the ownership or management interest;**

Principal stockholders.

Charles E. Edwards Owns 100% stock
561 Thornton Road, Suite K
Lithia Springs, GA 30122

- (d) **The names and addresses of subsidiaries owned or controlled by the applicant:**

None

4. **If the applicant is a partnership, the name, title and business address of each partner, both general and limited.**

Not Applicable

5. **A specific description of the telecommunications services the applicant intends to offer.**

Legends is requesting authority to provide resold interexchange services to both residence and business customers throughout the state. Legends intends to initially resell the services of authorized carriers, utilizing the Legends' switch located in Atlanta, Georgia for call termination. Its product offerings will include competitive outbound calling, inbound (toll-free) service and debit card/ prepaid calling cards.

Operator services will be provided to presubscribed Customers through the Legends' operator center. Calls will be branded and billed in Legends name at Legends' tariffed rates. Operators will quote rates at no charge upon request to the end user and Legends will insure that operator assisted calls are handled according to applicable state and federal rules and regulations.

Legends Communications, Inc. will offer its services 24 hours per day, seven days a week. Message Toll Service allows customers to use the Company's network by making "1 + interexchange number" calls. Inbound Toll Free Service allows customers to pay for calls received via a toll free (i.e. 800/888 number) rather than the call originator. Travel Card service allows customers to use the Company's network in a casual calling format by dialing the Company's toll free number, entering a Personal Account Code and a destination number. Debit Card service allows customers to use the service by dialing the Company's toll free number (i.e. 1-800 or 1-888), followed by their personal account code. After dialing the account number, the caller is informed of the balance available in his/her Debit Account and will then input the digits to complete the call.

Legends Communications, Inc. will follow all appropriate South Dakota Public Utilities Commission rules for any telecommunication service that the Company offers which requires Legends Communications, Inc. to receive authorization to change the Customer's primary carrier.

Legends will utilize the billing services of Billing Concepts (fka ZPDI). The Company's customer service department is available 24 hours per day, seven days per week. The telephone number for Customer inquiries and complaints will be provided on the Customer bill. Legends' toll-free Customer number is 888-308-8587.

Legends' services are described more fully in its proposed tariff provided as Attachment IV.

6. **A detailed statement of the means by which the applicant will provide its services, including the type and quantity of equipment to be used in the operation, the capacity, and the expected used of the equipment.**

Legends intends to initially resell the services of authorized carriers, utilizing the Legends switch located in Atlanta, Georgia for call termination.

7. **The geographic areas in which the services are, or will be, offered, including a map describing the service boundaries.**

Legends intends to offer service throughout the state of South Dakota.

8. **A current balance sheet and income statement; a copy of the applicant's latest annual report; a copy of the applicant's report to stockholders; and a copy of the applicant's tariff with the terms and conditions of service.**

Attached hereto are unaudited financial statements that cover the period from January 1, 1998 to December 31, 1998. An officer of the Company attests to the accurate depiction of the company's financial position. These attachments demonstrate Legends' financial qualifications to provide the requested services. Legends Communications, Inc. possesses the financial resources necessary to provide interexchange services in South Dakota.

9. **The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters and a description of how the applicant handles customer billings and customer service matters.**

For inquiries regarding this application and tariff, contact:

Connie Wightman
Consultant to Legends Communications, Inc.
Technologies Management, Inc.
P.O. Box 200
Winter Park, Florida 32790-0200
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

For all other matters, contact:

Regulatory Contact: Robert L. Franklin, Jr.
Telephone: (770) 956-9900
Facsimile: (770) 956-9911

Please identify any predecessor(s) of the Applicant and provide other names under which the Applicant has operated within the preceding five (5) years, including name, address, and telephone number.

Not Applicable

2. **CONTACT PERSON:** The name, title address, telephone number, and FAX number of the person to whom questions about this Application should be addressed are:

Connie Wightman
Consultant to Legends Communications, Inc.
210 North Park Avenue
Winter Park, FL 32789
Telephone: (407) 740-8575
Facsimile: (407) 740-0613

Legends will utilize the billing services of Billing Concepts (fka ZPDI). The Company's customer service department is available 24 hours per day, seven days per week. The telephone number for Customer inquiries and complaints will be provided on the Customer bill. Legends' toll-free customer service number is (888) 308-8583.

10. **A list of the states in which the applicant is registered or certified to do business and if the applicant has ever been denied registration or certification in any state and the reasons for the denial.**

The following is a list of states where Legends is authorized to provide telecommunications services or has an application for certification or registration pending:

STATE	APPROVAL DATE
Georgia	11/16/98
New Hampshire	1/29/99
New Jersey	1/4/99
Texas	12/31/98

No certification or registration is required in Utah or Virginia.

Legends is a start-up company and currently undergoing a nationwide certification process. Legends has not been denied certification from any state utility commission nor has its certificate been revoked in any state.

- 11. A detailed description of how the applicant intends to market its services, the qualifications of its marketing sales personnel, its target market, whether the applicant engages in any multilevel marketing and copies of any company brochures used to assist in the sale of services.**

The Company's initial plan is to market its services to business Customers through direct contact. Marketing materials are provided as Attachment V.

- 12. Cost support for rates shown in the company's tariff for all noncompetitive or emerging competitive services.**

Cost support information is provided in Attachment VI.

As evidenced by the foregoing application, Legends Communications, Inc. is fully qualified to offer and provide long distance service within the State of South Dakota. Therefore, Legends respectfully requests that the Commission grant this application at its earliest convenience.

Dated this 17 day of February 1999.

Respectfully Submitted,



Thomas L. Childers
Chief Executive Officer
Legends Communications, Inc.
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339
Telephone: (770) 956-9900
Facsimile: (770) 956-9911
Toll Free: (888) 308-8583

ATTACHMENT I

Legends Communications, Inc.

Authority to Operate in South Dakota

State of South Dakota



OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AUTHORITY

I, JOYCE HAZELTINE, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of LEGENDS COMMUNICATIONS, INC. (GA) to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, 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.

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 January 15, 1999.

A handwritten signature in cursive script that reads "Joyce Hazeltine".

JOYCE HAZELTINE
Secretary of State

SECRETARY OF STATE
STATE CAPITOL
500 E. CAPITOL
PIERRE, S.D. 57501-5077
605-773-4845
FAX(605) 773-4580

FILE NO. _____
RECEIPT NO. _____

RECEIVED
JAN 15 1999
S.D. SEC. OF STATE

201 of 99
15
99

APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of SDC 47-8-7, the undersigned corporation hereby applies for a Certificate of Authority to transact business in the State of South Dakota and for that purpose submits the following statement:

(1) The name of the corporation is Legends Communications, Inc.
(Exact corporate name)

(2) If the name of the corporation does not contain the word "corporation", "company", "incorporated" or "limited" or does not contain an abbreviation of one of such words, then the name of the corporation with the word or abbreviation which it elects to add thereto for use in this state is

(3) State where incorporated Georgia Federal Taxpayer ID# 62-1757855

(4) The date of its incorporation is 9-24-98 and the period of its duration, which may be perpetual, is perpetual

(5) The address of its principal office in the state or country under the laws of which it is incorporated is 2500 Windy Ridge Parkway, Ste. 365, Atlanta, GA Zip Code 30339
mailing address if different from above is: _____ Zip Code _____

(6) The street address, or a statement that there is no street address, of its proposed registered office in the State of South Dakota is 300 South Phillips Ave, Ste 400 Sioux Falls SD 57102 and the name of its proposed registered agent in the State of South Dakota at that address is National Registered Agents, Inc.

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose) Telecommunication Services

(8) The names and respective addresses of its directors and officers are:

Name	Officer Title	Street Address	City	State	Zip
<u>Charles E. Edwards</u>	<u>Pres/Director</u>	<u>2500 Windy Ridge Parkway, Ste. 365</u>	<u>Atlanta</u>	<u>GA</u>	<u>30339</u>
<u>Joan Shepler</u>	<u>Secretary</u>	<u>2500 Windy Ridge Parkway, Ste. 365</u>	<u>Atlanta</u>	<u>GA</u>	<u>30339</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

(9) The aggregate number of shares which it has authority to issue, itemized by classes, par value of shares, shares without par value, and series, if any, within a class is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>1000</u>	<u>Common</u>	_____	<u>\$1.00</u>

ATTACHMENT II

Legends Communications, Inc.

Articles of Incorporation

ARTICLES OF INCORPORATION
OF
LEGENDS COMMUNICATIONS, INC.

The undersigned, for the purpose of forming a corporation under the Georgia Business Code, hereby adopts the following Articles of Incorporation:

ARTICLE ONE

Name

The name of the Corporation is Legends Communications, Inc.

ARTICLE TWO

Duration

The term of existence of the corporation is perpetual.

ARTICLE THREE

Purpose

This Corporation is a corporation for profit and is organized for the following purposes:

To engage in any aspect of electronics and/or communications. To conduct its business and carry out that purpose in any state, territory, district or possession of the United States or in any foreign country, to the extent not forbidden by law; and to engage in any other lawful act or activity for which corporations may be

organized under the Georgia Business Corporation Code.

ARTICLE FOUR

Capital Stock

This Corporation has authority to issue not more than one thousand (1,000) shares of common stock of One dollar (\$1.00) par value.

ARTICLE FIVE

Additional Stock

Each holder of common stock of this corporation shall have the first right (subject to pragmatic adjustments to avoid the issue of fractional shares) to purchase shares of common stock of this Corporation that may hereafter from time to time be issued (whether or not presently authorized), including shares from the Treasury of the Corporation, in the ratio that the number of shares of common stock he holds at the time of the issue bears to the total number of shares of common stock outstanding. This right shall be deemed waived by any holder of common stock who does not exercise it and pay for the stock preempted within thirty (30) days of receipt of a notice in writing from the corporation inviting him to exercise the right.

ARTICLE SIX

Capital

The Corporation shall not commence business until it shall have received not less than One Thousand (\$1,000.00) dollars in payment of the issue of shares of

stock.

ARTICLE SEVEN

Registered Office And Principal Office

The initial registered office and of the Corporation is 561-K Thornton Road, Lithia Springs, Georgia 30057. The Registered Agent of the Corporation is Joan L. Shepler. The initial principal office of the Corporation is 2500 Windy Ridge Parkway, Suite 365, Atlanta, Georgia 30339.

ARTICLE EIGHT

Name And Address Of Incorporator

The name and address of the incorporator is Glenville Haldi, 219 Roswell Street, Building 200, Suite 150, Alpharetta, Georgia 30004-1933.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation.

This 23rd day of September, 1998.



GLENVILLE HALDI
Incorporator

219 Roswell Street
Building 200, Suite 150
Alpharetta, GA 30004-1933
(770) 754-8800

SEP 23 1998

STATE OF GEORGIA

ATTACHMENT III

Legends Communications, Inc.

Financial Information

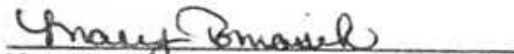
ATTESTATION

I, Charles E. Edwards, Chairman and sole stockholder of Legends Communications, Inc., PSA, Inc. and Twinleaf, Inc., do hereby state that the attached Statement of Financial Capability, Profit and Loss Statement, and Balance Sheet for Legends Communications, Inc. dated December 1998 are true and correct to the best of my knowledge and belief. The Five Year Projected Income Statements, Balance Sheets, and Statements of Cash Flow attached to the Statement of Financial Capability have been prepared at my direction and are reasonable projections based on the business plan for Legends Communications, Inc., as it is known at this time, including references to financing provided by Twinleaf, Inc. Twinleaf, Inc. has the financial resources to provide the projected funding.



Charles E. Edwards, Chairman
Legends Communications, Inc.

Subscribed and sworn to before me this
4th day of March, 1999


Notary Public
State of Georgia

My commission expires: 4-24-02

Statement of Financial Capability
Legends Communications, Inc.

The purpose of this document is to highlight the financial strengths of the Company and serve as the Company's Statement of Financial Capability.

The Legends Communications, Inc. has sufficient financial capability to provide the proposed telecommunication services, the financial capability to maintain these services, and to meet its lease and ownership obligations. Attached are financial documents to support Legend's financial capability. Included in the attachments are the balance sheet and income statement as of December 31, 1998. The low accounts receivable and lack of operating revenue reflect the fact that the company has not yet geared up its long distance operations. As a result the financial statements indicate that the company is in the start up phase - organizational costs are being incurred and no revenue generated to date. The notes payable to PSA, Inc. and Twinleaf, Inc. are obligations to companies that are related to Legends through the sole stockholder, Charles E. Edwards. An affidavit signed by Mr. Edwards on behalf of these two creditors demonstrates that this source of funding will continue to see the company through to profitability. The attachments also include a five-year projected income statement which show the company's plans to achieve a profitable state one year after beginning operations.

The Company has established a team to support its venture into the telecommunications market. The Company has and will out-source business functions to obtain expertise and provide a financial and technical competitive advantage in the industry.

A handwritten signature in black ink, appearing to be "CE Edwards", is written over a horizontal line.

LEGENDS COMMUNICATIONS, INC.
FIVE YEAR PROJECTED INCOME STATEMENTS

DESCRIPTION	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
REVENUE	\$ 9,500,000.00	\$ 31,407,000.00	\$ 47,110,500.00	\$ 62,814,000.00	\$ 78,517,500.00
COST OF GOODS SOLD	7,650,000.00	25,026,420.00	37,142,910.00	49,061,040.00	60,747,750.00
GROSS PROFIT	1,850,000.00	6,380,580.00	9,967,590.00	13,752,960.00	17,769,750.00
SALARIES	430,000.00	480,000.00	530,000.00	605,000.00	680,000.00
PAYROLL TAXES	51,600.00	57,600.00	63,600.00	72,600.00	81,600.00
EMPLOYEE BENEFITS	107,500.00	120,000.00	132,500.00	151,250.00	170,000.00
OCCUPANCY	120,000.00	120,000.00	120,000.00	180,000.00	180,000.00
DEPRECIATION	225,000.00	450,000.00	900,000.00	1,800,000.00	2,000,000.00
LEGAL	10,000.00	25,000.00	60,000.00	60,000.00	60,000.00
ACCOUNTING	10,000.00	30,000.00	50,000.00	75,000.00	75,000.00
INSURANCE	7,500.00	15,000.00	30,000.00	45,000.00	60,000.00
TOTAL GENERAL	961,600.00	1,297,600.00	1,886,100.00	2,988,850.00	3,306,600.00
NET INCOME BEFORE TAXES	888,400.00	5,082,980.00	8,081,490.00	10,764,110.00	14,463,150.00
PROVISION FOR INCOME TAXES	355,360.00	2,033,192.00	3,232,596.00	4,305,644.00	5,785,260.00
NET INCOME AFTER TAXES	533,040.00	3,049,788.00	4,848,894.00	6,458,466.00	8,677,890.00

LEGENDS COMMUNICATIONS, INC.
FIVE YEAR PROJECTED STATEMENTS OF CASH FLOW

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
CASH RECEIVED FROM OPERATING ACTIVITIES:					
CASH RECEIVED FROM CUSTOMERS	\$ 8,708,333.33	\$ 29,581,416.67	\$ 45,801,875.00	\$ 61,505,375.00	\$ 77,208,875.00
CASH PAID TO VENDORS	(6,777,500.00)	(22,872,424.00)	(36,569,249.00)	(49,207,406.50)	(61,417,114.00)
CASH PAID TO EMPLOYEES	(971,600.00)	(1,908,921.00)	(2,583,245.50)	(3,281,902.00)	(3,968,987.50)
NET CASH RECEIVED FROM OPERATING ACTIVITIES:	<u>959,233.33</u>	<u>4,800,071.67</u>	<u>6,649,380.50</u>	<u>9,016,066.50</u>	<u>11,822,773.50</u>
CASH USED IN INVESTING ACTIVITIES:					
PURCHASED FIXED ASSETS	(1,071,181.00)	(1,300,000.00)	(1,700,000.00)	(1,550,000.00)	(1,550,000.00)
CASH PUT ON DEPOSIT	(5,000.00)	-	(20,000.00)	-	-
CASH RECEIVED IN STOCK PURCHASE	1,000.00	-	-	-	-
NET CASH USED IN INVESTING ACTIVITIES:	<u>(1,075,181.00)</u>	<u>(1,300,000.00)</u>	<u>(1,720,000.00)</u>	<u>(1,550,000.00)</u>	<u>(1,550,000.00)</u>
CASH RECEIVED FROM FINANCING ACTIVITIES:					
PROCEEDS FROM LOAN	1,250,000.00	-	-	-	-
PRINCIPAL PAID ON LOAN	-	(625,000.00)	(625,000.00)	-	-
NET CASH RECEIVED FROM FINANCING ACTIVITIES:	<u>1,250,000.00</u>	<u>(625,000.00)</u>	<u>(625,000.00)</u>	<u>-</u>	<u>-</u>
NET CHANGE IN CASH POSITION	1,134,052.33	2,875,071.67	4,304,380.50	7,466,066.50	10,272,773.50
CASH AT BEGINNING OF YEAR	-	1,134,052.33	4,009,124.00	8,313,504.50	15,779,571.00
CASH AT END OF YEAR	<u>\$ 1,134,052.33</u>	<u>\$ 4,009,124.00</u>	<u>\$ 8,313,504.50</u>	<u>\$ 15,779,571.00</u>	<u>\$ 26,052,344.50</u>
CASH PER BALANCE SHEET	1,134,052.33	4,009,124.00	8,313,504.50	15,779,571.00	26,052,344.50

LEGENDS COMMUNICATIONS, INC.
FIVE YEAR PROJECTED BALANCE SHEETS

	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>
ASSETS					
CASH	\$ 1,134,052.33	\$ 4,009,124.00	\$ 8,313,504.50	\$ 15,779,571.00	\$ 26,052,344.50
RECEIVABLES - TRADE	791,666.67	2,617,250.00	3,925,875.00	5,234,500.00	6,543,125.00
TOTAL CURRENT ASSETS	1,925,719.00	6,626,374.00	12,239,379.50	21,014,071.00	32,595,469.50
SWITCH	936,010.00	2,186,010.00	3,686,010.00	5,186,010.00	6,686,010.00
COMPUTERS	80,000.00	130,000.00	180,000.00	230,000.00	280,000.00
EQUIPMENT	14,860.00	14,860.00	39,860.00	39,860.00	39,860.00
FURNITURE & FIXTURES	19,100.00	19,100.00	19,100.00	19,100.00	19,100.00
LEASEHOLD IMPROVEMENTS	21,211.00	21,211.00	146,211.00	146,211.00	146,211.00
ACCUMULATED DEPRECIATION	(225,000.00)	(675,000.00)	(1,575,000.00)	(3,375,000.00)	(5,375,000.00)
TOTAL FIXED ASSETS	846,181.00	1,696,181.00	2,496,181.00	2,246,181.00	1,796,181.00
DEPOSITS	5,000.00	5,000.00	25,000.00	25,000.00	25,000.00
TOTAL ASSETS	\$ 2,776,900.00	\$ 8,327,555.00	\$ 14,760,560.50	\$ 23,285,252.00	\$ 34,416,650.50

LIABILITIES AND STOCKHOLDER'S EQUITY

ACCOUNTS PAYABLE	\$ 637,500.00	\$ 2,085,535.00	\$ 3,095,242.50	\$ 4,088,420.00	\$ 5,062,312.50
ACCRUED INCOME TAXES	355,360.00	2,033,192.00	3,232,596.00	4,305,644.00	5,785,260.00
NOTE PAYABLE - TWINLEAF	1,250,000.00	625,000.00	-	-	-
TOTAL LIABILITIES	2,242,860.00	4,743,727.00	6,327,838.50	8,394,064.00	10,847,572.50
COMMON STOCK	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
RETAINED EARNINGS	533,040.00	3,582,828.00	8,431,722.00	14,890,188.00	23,568,078.00
TOTAL STOCKHOLDER'S EQUITY	534,040.00	3,583,828.00	8,432,722.00	14,891,188.00	23,569,078.00
TOTAL LIABILITIES & EQUITY	\$ 2,776,900.00	\$ 8,327,555.00	\$ 14,760,560.50	\$ 23,285,252.00	\$ 34,416,650.50

[Handwritten Signature]

02/21/98

LEGENDS COMMUNICATIONS, INC.
Balance Sheet
 As of December 31, 1998

	Dec 31, '98
ASSETS	
Current Assets	
Checking/Savings	
Fidelity National - Operating	9,238.44
Total Checking/Savings	9,238.44
Accounts Receivable	
Due From ETS	792.87
Total Accounts Receivable	792.87
Total Current Assets	10,031.31
Fixed Assets	
Leasehold Improvements	17,693.00
Office Equipment	44,512.41
Office Software	2,895.00
Operational Equipment	480,729.40
Total Fixed Assets	545,829.81
TOTAL ASSETS	555,861.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	33,978.62
Total Accounts Payable	33,978.62
Total Current Liabilities	33,978.62
Long Term Liabilities	
Notes Payable	
PSA, Inc.	200,000.00
Teinleaf, Inc.	112,954.34
Total Notes Payable	412,954.34
Total Long Term Liabilities	412,954.34
Total Liabilities	446,930.96
Equity	
Additional Paid in Capital	356,300.00
Net Income	-247,369.84
Total Equity	106,930.16
TOTAL LIABILITIES & EQUITY	555,861.12

02/26/99

LEGENDS COMMUNICATIONS, INC.
Profit and Loss
 January through December 1998

	Jan - Dec '98
Ordinary Income/Expense	
Cost of Goods Sold	
800 Service Expenses	4,563.23
T-1 Expense	30,725.00
Total COGS	35,288.23
Gross Profit	-35,288.23
Expense	
Automobile Expense	
Fuel	9.04
Total Automobile Expense	9.04
Contract Labor	29,773.53
Dues and Subscriptions	184.51
Equipment Rental	842.75
Expendable Equipment	89.88
Insurance	
Business	451.00
Workers Compensation	2,012.00
Total Insurance	2,473.00
Licenses and Permits	75,255.00
Miscellaneous	0.00
Postage and Delivery	157.75
Professional Fees	
Legal Fees	250.00
Professional Fees - Other	18,500.00
Total Professional Fees	18,750.00
Rent	37,521.25
Repairs	
Building Repairs	1,214.44
Computer Repairs	495.00
Equipment Repairs	4,279.33
Repairs - Other	300.00
Total Repairs	6,288.77
Supplies	
Computer	7,471.66
Office	3,778.75
Tools	14,125.00
Total Supplies	25,375.41
Telephone	7,918.20
Travel & Ent	
Entertainment	341.96
Meals	2,117.28
T&E for ETs	0.00
Travel	3,507.30
Total Travel & Ent	5,966.54
Utilities	
Cable TV	512.23
Gas and Electric	863.75
Total Utilities	1,375.98
Total Expense	212,081.61
Net Ordinary Income	-247,369.84
Net Income	-247,369.84


Page 1

ATTACHMENT IV

Legends Communications, Inc.

Proposed Tariff

TELECOMMUNICATIONS TARIFF
OF
LEGENDS COMMUNICATIONS, INC.

This Tariff contains the service descriptions and rates applicable to the furnishing of resold telecommunications services offered by **Legends Communications, Inc.** ("Legends") within the State of South Dakota.

Issued:

Effective Date:

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

CHECK SHEET

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

Page Number	Revision		Page Number	Revision
Title Page	Original *		26	Original *
1	Original *		27	Original *
2	Original *		28	Original *
3	Original *		29	Original *
4	Original *		30	Original *
6	Original *		31	Original *
7	Original *		32	Original *
8	Original *		33	Original *
9	Original *		34	Original *
10	Original *		35	Original *
11	Original *		36	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 *			

* Indicates pages included with this filing.

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TITLE PAGE	Title
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EXPLANATION OF SYMBOLS

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

C - To signify Changed Regulation.

D - Delete or Discontinue

I - Change Resulting in an Increase to a rate

M - Moved from Another Tariff Location

N - New

R - Change Resulting in a Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T - Change in Text But No Change to Rate or Charge

Z - Correction

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TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- 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 pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code .

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - refers to the Public Utility Commission of South Dakota.

Company - Legends Communications, Inc. ("Legends"), unless otherwise indicated by the context.

Consumer - A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Premiere calling card or credit card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Day Rate Period - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

Debit Account - An account which consist of a prepaid usage balance depleted on a real time basis during each debit service call.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, cont'd.

Debit Card - A card issued by the Company which provides the Customer with a Personal Account code and instructions for accessing the Company's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available balance on a Company-issued Debit Account.

Evening Rate Period - After 5:00 pm to, but not including, 11:00 pm Monday through Friday, and on Sunday.

LEC - Local Exchange Company.

Legends - Used throughout this tariff to refer to Legends Communications, Inc. unless otherwise clearly indicated by the context.

Night/Weekend Rate Period - After 11:00 pm to, but not including, 8:00 am Monday through Friday, all day Saturday, and Sunday to, but not including 5:00 pm.

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

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

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

Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by Legends Communications, Inc. which is accessed by dialing a Company-provided access number.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Legends is a resale common carrier providing intrastate direct dialed and travel card services to Customers within the State of South Dakota. Legends' services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this Tariff.

Legends provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Legends may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Legends services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by Legends within the state of South Dakota.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the South Dakota PUC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations, *cont'd.*****2.3.2 Deposits**

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full with interest as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.3.3 Advance Payments

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

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations, *cont'd.*****2.3.4 Commercial Credit Card Payment Option**

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

2.3.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

2.3.6 Return Check Charge

A return check charge of \$25.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to South Dakota law and South Dakota PUC regulations.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.4 Taxes and Fees

- 2.4.1** For Debit Card calls, state and local taxes are included in the stated rates in this tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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SECTION 2 - RULES AND REGULATIONS, cont'd.**2.4 Taxes and Fees, cont'd.****2.4.3 cont'd.****A. Pay Telephone Surcharge**

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

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

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

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

Rate per Call	\$0.30
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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by prorating the monthly recurring charge for the time of the outage (in thirty-minute intervals). 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 by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.5 Refunds or Credits for Service Outages or Deficiencies, *cont'd.*

2.5.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6 Liabilities of the Company

2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.6 **Liabilities of the Company, *cont'd.***

- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.
- 2.6.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.7 Refusal or Discontinuance by Company

- 2.7.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Legends will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.7.2** Legends may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B. For use of telephone service for any purpose other than that described in the application.
 - C. For neglect or refusal to provide reasonable access to Legends or its agents for the purpose of inspection and maintenance of equipment owned by Legends or its agents.
 - D. For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.7 Refusal or Discontinuance by Company, *cont'd.*****2.7.2 *cont'd.***

- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Legends' equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by Legends or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Legends may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2 Legends reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 Legends reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2 - RULES AND REGULATIONS, cont'd.

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Legends' South Dakota intrastate service must have authority to provide interexchange services from the South Dakota Public Utility Commission.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with South Dakota PUC and FCC rules and regulations.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.13 Rules Applicable to Toll-Free Services

- 2.13.1 The Company makes every effort to reserve toll-free (800/888) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.13.2 The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.13.3 If a Customer who has received a toll free number does not subscribe to toll-free 800/888 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.13.4 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for toll free numbers dedicated to the sole use of that single Customer.

2.14 Other Rules

- 2.14.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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SECTION 3 - RATES AND SERVICES

3.1 General

Legends provides direct dialed (1+), toll-free, calling card and operator assisted services for communications originating and terminating within the State of South Dakota. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed using the Company's service. Charges may vary by service offering, mileage band, class of call, time of day, day of week, calling volume and/or call duration. Customers are billed based on their use of Legends' services and network. No installation charges apply.

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Effective Date:

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SECTION 3 - RATES AND SERVICES, *cont'd.*

3.2 Calculation of Distance

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

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

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SECTION 3 - RATES AND SERVICES, *cont'd.*

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.3.4 No charges apply to incomplete calls.
- 3.3.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

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SECTION 3 - RATES AND SERVICES, *cont'd.*

3.4 Rate Periods

Unless otherwise specified in this tariff, the following rate periods apply to all services subject to time of day discounts:

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

* Up to but not including.

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

3.5 Holiday Rates

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period rate unless a lower rate would normally apply.

New Year's Day**	Labor Day	Christmas Day**
Independence Day**	Thanksgiving Day	Memorial Day*

* - Applies to Federally observed day only

** - When this Holiday falls on Sunday, the Holiday rate applies to calls placed on the preceding Friday.

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SDO9900

SECTION 3 - RATES AND SERVICES, *cont'd.*

3.6 Legends Direct Dial Service

Legends Direct Dial Service is offered to business and residential Customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. The following rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Per Minute Rate	Monthly Minutes of Use	
	At Least	Not More Than
\$0.130	0	50,000
\$0.125	50,001	200,000
\$0.120	200,001	300,000
\$0.115	300,001	400,000
\$0.110	400,001	500,000
\$0.105	500,001	600,000
\$0.100	600,001	700,000
\$0.095	700,001	800,000
\$0.090	800,001	900,000
\$0.085	900,001	1,000,000
\$0.080	1,000,001	Over

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2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SECTION 3 - RATES AND SERVICES, cont'd.**3.7 Legends Toll Free (i.e. 800/888) Service**

Legends Toll-Free Service is an offering that allows the calling party to charge each call to the called party without operator assistance. By the use of specially assigned prefixes, such as 800 or 888, the charge for each call is automatically billed to the Customer.

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. The following rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Per Minute Rate	Monthly Minutes of Use	
	At Least	Not More Than
\$0.150	0	50,000
\$0.145	50,001	200,000
\$0.140	200,001	300,000
\$0.135	300,001	400,000
\$0.130	400,001	500,000
\$0.125	500,001	600,000
\$0.120	600,001	700,000
\$0.115	700,001	800,000
\$0.110	800,001	900,000
\$0.105	900,001	1,000,000
\$0.100	1,000,001	Over

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SECTION 3 - RATES AND SERVICES, cont'd.**3.8 Legends Debit (Prepaid) Card Service**

Legends Debit (Prepaid) Card Service allows Customers to place direct dialed calls between locations within the State of South Dakota. Customers access the Company's network by dialing a toll-free number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance on the Customer's account on a real time basis as the call progresses.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a Personal Account Code and lists instructions for accessing and using Company's service. Debit Cards are available in varying denominations. Purchase of a Debit Card entitles the Customer to use the Company's network for a number of minutes equivalent to the card denomination divided by the effective per minute rate. The Customer's right to utilize network usage within a given Debit Account associated with that Debit Account number. No minimum service period applies.

Payment for Retail Debit Cards and Available Usage in a Customer's Debit Account is non-refundable. Retail Debit Card service rates are not distance or time of day sensitive in nature. Holiday discounts do not apply.

Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full unit increments. For debiting purposes, the minimum call usage is one (1) unit.

Per minute Rate	Connect Fee Per Call	Monthly Minutes of Use
\$0.350	\$1.00 per connect	Under 100,000
\$0.350	\$0.50 per connect	100,000 and Above

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SECTION 3 - RATES AND SERVICES, cont'd.**3.9 Legends Travel Card Service**

Legends Travel Card service is a travel service allowing Customers to originate calls via a Company-provided toll free number from non-presubscribed access lines. Customers may terminate calls to all valid telephone numbers within the State of South Dakota. Calls are billed in one (1) minute increments after an initial minimum call duration of one minute.

Per Minute Usage Charges	\$0.25
Per Call Service Charge	\$0.00

Issued:**Effective Date:**

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SECTION 4 - MISCELLANEOUS SERVICES**4.1 Operator Services**

Operator Services are offered to Customers. Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.1.1 Operator services may be used by the presubscribed Customer and by the Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.1.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided.
- 4.1.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.1.8 below.
- 4.1.4 The fixed service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.1.9 below.
- 4.1.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.

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SECTION 4 - MISCELLANEOUS SERVICES, *cont'd.***4.1 Operator Services, *cont'd.***

- 4.1.6 Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, Calling Cards or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 4.1.7 The Aggregator is responsible for payment of the Company's charges for all calls placed from the Aggregator's Premises except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder or local exchange company service subscriber is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit card or a telephone line number, respectively.

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SECTION 4 - MISCELLANEOUS SERVICES, cont'd.**4.1 Operator Services, cont'd.****4.1.8 Per Minute Usage Charges****A. Customer Dialed and Operator Dialed Calling Card Station**

Per Minute Rate: \$0.4200

B. Operator Station and Person to Person

Per Minute Rate: \$0.4700

4.1.9 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Service Charge Per Call

Customer Dialed Calling Card	\$1.15
Customer Dialed Credit Card	\$1.75
Operator Dialed Calling Card	\$2.25
Operator Dialed Credit Card	\$2.25
Operator Station	
Billed Collect	\$3.95
Billed to Third Party	\$3.95
Person-to-Person	
All Billing Methods	\$6.50

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SECTION 4 - MISCELLANEOUS SERVICES. *cont'd.*

4.2 Directory Assistance

4.2.1 A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

4.2.3 Rates

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies.

Directory Assistance, per Request \$0.85

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95.42.4513

SECTION 4 - MISCELLANEOUS SERVICES, cont'd.**4.3 Busy Line Verification and Interrupt**

Busy Line Verification and Interrupt services are offered in areas where the service may be obtained from the local exchange carrier.

With Busy Line Verification (BLV), the Legends operator will contact the LEC operator to determine if the called number or line is in use. Only one BLV will be made per telephone call and an associated charge will apply whether or not conversation was detected on the line. The operator will not complete the call for the Customer initiating the verification request.

Busy Line Interrupt (BLI) allows the Legends operator to contact a LEC operator to interrupt a telephone conversation in progress, upon the caller's request and after a Busy Line Verification occurs. Upon the caller's request, the Legends operator will contact the LEC operator, who will interrupt the busy line and inform the called party that there is a call waiting from the caller. The LEC operator will not complete the call, but will only inform the called party of the request. If the call is released the Legends operator will offer to complete the call for the Customer initiating the interrupt request. An applicable service charge and applicable per minute charges will apply to the completed call. Only one BLI attempt will be made per telephone call and a charge will apply whether or not the called party releases the line.

4.3.1 Busy Line Interrupt Charges:

- | | | |
|----|-------------------------------------|--------|
| a. | Busy Line Verification, per request | \$6.50 |
| b. | Busy Line Interrupt, per request | \$6.50 |

Issued:

Effective Date:

Issued By: Thomas L. Childers, CEO
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Atlanta, Georgia 30339

SECTION 5 - CONTRACTS AND PROMOTIONS

5.1 Demonstration of Service

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

5.2 Promotions - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges.

Issued:

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ATTACHMENT V

Legends Communications, Inc.

Sales & Marketing Material

Not Available at this time.

ATTACHMENT VI

Legends Communications, Inc.

Cost Support Data

Legends Communications, Inc.

Cost Support Data

The cost and revenue estimates calculated below are based on a projected mix of traffic and Legends' current network experience.

Cost Study

Per Call Data

Average per call revenue: (daytime, intrastate)	\$ 0.39
Transmission cost:	\$ 0.21
Gross Margin	\$0.18
Billing/Collection cost:	\$ 0.01
Administrative Overhead:	\$ 0.03
Bad Debt Allowance:	\$ 0.0117
Total Cost	\$ 0.234
Margin Per Call:	\$ 0.1283
Margin %:	32%

TECHNOLOGIES MANAGEMENT, INC.

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

NATIONSBANK
WINTER PARK, FL 32789
63-27831

22565

3/16/1999

PAY TO THE ORDER OF South Dakota Public Service Comm.

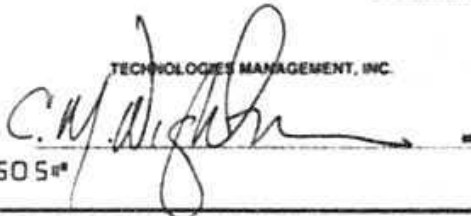
\$**250 00

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

DOLLARS
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State Capitol
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TECHNOLOGIES MANAGEMENT, INC.



MEMO Filing fee for Legends

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TECHNOLOGIES MANAGEMENT, INC.

South Dakota Public Service Comm
03/16/1999

Bill #Legends

3/16/1999

22565

250 00

TC99-024

Cash operating

Filing fee for Legends

250 00

South Dakota Public Utilities Commission
WEEKLY FILINGS
For the Period of March 18, 1999 through March 24, 1999

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

TC99-024 In the Matter of the Application of Legends Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Legends Communications, Inc. has filed a request for a Certificate of Authority to provide resold interexchange telecommunications services throughout South Dakota. Legends intends to initially resell the services of authorized carriers, utilizing the Legend's switch located in Atlanta, GA for call termination. Its product offerings will include 1+ competitive outbound calling, 800/888 toll-free inbound service, travel cards and debit card/prepaid calling cards.

Staff Analyst: Michele Farris
Staff Attorney: Karen Cremer
Date Filed: 03/18/99
Intervention Deadline: 04/09/99

TC99-025 In the Matter of the Application of CCCSD, Inc. d/b/a Connect! for a Certificate of Authority to Provide Local Exchange Service in South Dakota.

Connect! is a reseller which intends to offer local exchange services to South Dakota business customers. Connect! plans to "interconnect with U S West initially and anticipates interconnecting with GTE and other major CLEC's as needed to provide services within South Dakota."

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Filed: 03/22/99
Intervention Date: 04/09/99

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You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>



April 16, 1999
Via Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

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

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

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, South Dakota 57501

Re: **LEGENDS COMMUNICATIONS, INC.**
TC99-024

RECEIVED

APR 19 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

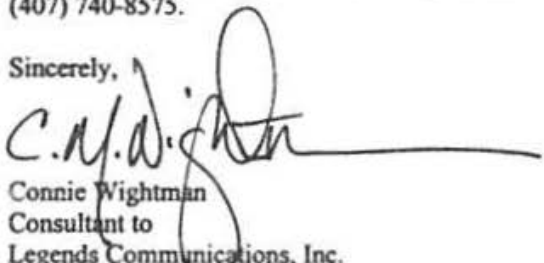
Dear Mr. Bullard:

Enclosed for filing please find one original and two (2) copies of the response to the interrogatories and amended tariff for Legends Communications, Inc. These changes were requested by Staff.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,


Connie Wightman
Consultant to
Legends Communications, Inc.

CW/ig.

cc: Michele M. Farris, P.E., Utility Analyst - South Dakota PUC
Karen E. Cremer, Staff Attorney - South Dakota PUC
Robert Franklin, Legends
File: Legends - SD
TMS: SDO9900A

LEGENDS COMMUNICATIONS, INC.

TC99-024

1. Please provide the number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a Customer's telecommunications provider and the act of charging Customers for services that have not been ordered.

Legends has not received any complaints with reference to the above mentioned practices.

2. As long as Legends files tariff changes with the Commission those changes would be the most current. The Commission does not approve tariff changes. Therefore, Commission staff recommends that the statement found in Legends' tariff format B, "Because of various suspension periods, deferrals, etc., the most current sheet number on file with the Commission is not always the tariff page in effect." be deleted.

This statement is deleted from Legends' tariff. An amended tariff with this change incorporated is included as Exhibit A.

3. Provide the e-mail address of the representative to whom all inquiries must be made regarding complaints and regulatory matters.

The contact for regulatory matters and complaints is:

Mr. Robert L. Franklin, Jr.
Director of Business Relations
Legends Communications, Inc.
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

Telephone: (770) 956-9900
Facsimile: (770) 956-9900
Toll Free: (888) 308-8583
E-Mail: bobbyf@legendsixc.com

4. In accordance with SDCL 49-31-3, Legends has the burden to prove that it has the financial capabilities to offer telecommunications services described in its application before the commission may grant a certificate of authority. The balance sheet and income statements submitted for Legends with the application indicates a negative net income. Before bringing this application before the Commissioners for consideration, is your client willing to post a \$25,000.00 bond in order to request deposits, advance payment, and debit card? If not, please revise the tariff to remove all deposit, advance payment, and debit card requirements. Should you wish to discuss this further, please contact Karen E. Cremer, staff attorney.

Legends will to post a bond in the amount of \$25,000.00 prior to offering service. In addition, updated financial statements are provided reflecting a positive net income.

5. If Legends posts the bond, In Section 2.3.2 of the tariff, the Company is required to provide interest at 7% per annum on deposit refunds.

Legends tariff has been amended to reflect this interest provision on deposits.

6. Legends' tariff does not address the procedures for payment of service when a portion of the bill is in dispute with the Customer. Commission staff would recommend that the customer be given 180 days to dispute an invoice. Also, while the charge is in dispute, the customer shall only be required to pay the undisputed portion in full. Before bringing this application before the Commissioners for consideration, is your client willing to voluntarily revise the tariff provisions in Section 2.3.5? If so, please resubmit the appropriate tariff sheets with the provisions revised. Should you wish to discuss this matter further, please contact Karen E Cremer, staff attorney.

Legends has addressed the procedures of service when a portion of the bill is in dispute in Section 2.3.6.

7. The tariff does not address customer complaints and billing disputes. Please add a section to the tariff describing customer complaints and/or billing disputes. Include in that section the address and phone number of the Commission as well as TTY Through Relay South Dakota 800-877-1113.

In addition to Legends address and toll free telephone number for customer complaints and/or billing disputes, the address and telephone number for the South Dakota PUC as well as TTY information is listed in Section 2.3.6

8. Legends' tariff at 2.6.1 attempts to limit the liability of the company. Under South Dakota law found at 49-13-1 and 49-13-1.1, a person has the right to claim damages from a telecommunications company by coming before the Commission or a court of competent jurisdiction. I have included liability language from a few tariffs that the Commission has recently approved. Staff would suggest that Legends mirror this type of language to bring it into compliance with South Dakota law. If you have any questions or concerns regarding this issue, please contact Karen E. Cremer, staff attorney.

Section 2.6.1 has been amended in compliance with South Dakota Law found at 49-13-1 and 49-13-1.1

9. State law stipulates that the maximum amount a company can collect for a returned check charge is \$30.00. In Section 2.3.6 of the tariff, please remove "or 5% of the balance due (whichever is greater)".

The statement "or 5% of the balance due (whichever is greater)" has been removed.

10. In Section 3.4 of the tariff rate periods are defined. Please explain which Legends services are rate period dependent.

None. Reference is removed.

11. In Section 3.5 of the tariff please explain why Holiday rates apply on the preceding Friday if the Holiday falls on a Saturday it is observed on the preceding Friday, and if the Holiday falls on a Sunday it is observed on the following Monday.

Reference is removed.

12. In Section 3.8 please explain what a "unit" is.

A "unit" equals one minute.

13. Does the debit card service described in Section 3.8 of the tariff have an expiration date? If so, is the expiration date printed on the card?

Legends' debit card have an expiration date listed on the card. The amended tariff page reflects this provision.

14. In Section 5.1 and 5.2 of the tariff, the Commission must be notified of any demonstrations of service and promotions. The notification must provide the details of the demonstration or promotion including, effective date, duration, cost, etc.

See amended tariff.

LEGENDS COMMUNICATIONS, INC.

AMENDED TARIFF

**TELECOMMUNICATIONS TARIFF
OF
LEGENDS COMMUNICATIONS, INC.**

This Tariff contains the service descriptions and rates applicable to the furnishing of resold telecommunications services offered by **Legends Communications, Inc.** ("Legends") within the State of South Dakota.

Issued:

Effective Date:

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

CHECK SHEET

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

Page Number	Revision		Page Number	Revision
Title Page	Original *		26	Original *
1	Original *		27	Original *
2	Original *		28	Original *
3	Original *		29	Original *
4	Original *		30	Original *
6	Original *		31	Original *
7	Original *		32	Original *
8	Original *		33	Original *
9	Original *		34	Original *
10	Original *		35	Original *
11	Original *		36	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 *			

* Indicates pages included with this filing.

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SDO9900

EXPLANATION OF SYMBOLS

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

- C - To signify Changed Regulation.
- D - Delete or Discontinue
- I - Change Resulting in an Increase to a rate
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a rate
- S - Matter Appearing Elsewhere or Repeated for Clarification
- T - Change in Text But No Change to Rate or Charge
- Z - Correction

Issued:

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2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. 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).
- C. 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 pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code .

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - refers to the Public Utility Commission of South Dakota.

Company - Legends Communications, Inc. ("Legends"), unless otherwise indicated by the context.

Consumer - A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Premiere calling card or credit card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Day Rate Period - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

Debit Account - An account which consist of a prepaid usage balance depleted on a real time basis during each debit service call.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Debit Card - A card issued by the Company which provides the Customer with a Personal Account code and instructions for accessing the Company's network.

Debit Service Call - A service accessed via a "1-800" or other access code dialing sequence whereby the Customer or Authorized User dials all of the digits necessary to route a call. Network usage for each call is deducted from the available balance on a Company-issued Debit Account.

Evening Rate Period - After 5:00 pm to, but not including, 11:00 pm Monday through Friday, and on Sunday.

LEC - Local Exchange Company.

Legends - Used throughout this tariff to refer to Legends Communications, Inc. unless otherwise clearly indicated by the context.

Night/Weekend Rate Period - After 11:00 pm to, but not including, 8:00 am Monday through Friday, all day Saturday, and Sunday to, but not including 5:00 pm.

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

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

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

Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by Legends Communications, Inc. which is accessed by dialing a Company-provided access number.

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

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Legends is a resale common carrier providing intrastate direct dialed and travel card services to Customers within the State of South Dakota. Legends' services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this Tariff.

Legends provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Legends may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Legends services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by Legends within the state of South Dakota.

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SECTION 2 - RULES AND REGULATIONS, cont'd.**2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the South Dakota PUC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations, *cont'd.*****2.3.2 Deposit.**

The Company reserves the right to examine the credit record of the Customer, using any lawful sources for determining credit standing. If the Customer's financial condition is unknown or unacceptable to the Company, the Customer may be required to provide the Company with a security deposit which the Company may apply against overdue charges. The amount of the security deposit shall be equal to three months' estimated usage but may vary with the Customer's credit history and projected usage. The Customer shall be apprized that after one year of service the Account shall be reviewed, and in the event that all amounts due have been paid within the terms and conditions of this tariff, the deposit shall be refunded in full with 7% interest per annum as required by law or regulations. If subsequent payment or usage patterns change, the Company may request an increase in or resubmission of the security deposit as appropriate. The Company may also require a security deposit before service is restored (along with the payment of overdue charges) from the Customer whose service has been discontinued for nonpayment of overdue charges. Such security deposit may be based on a new credit history (taking into account the discontinuance of service) and estimates of usage.

The fact that a security deposit has been made in no way relieves the Customer from the prompt payment of bills upon presentation.

2.3.3 Advance Payments

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

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations, *cont'd.*****2.3.4 Commercial Credit Card Payment Option**

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

2.3.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

2.3.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to South Dakota law and South Dakota PUC regulations.

2.3.7 Billing Disputes / Customer Complaint Procedure

South Dakota law provides for Customers to dispute a bill up to 180 days from receipt of the bill. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion in full. The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-888-308-8583. Billing Inquires may be directed to 1-888-308-8583.

Any unresolved disputes may be directed to the attention of the South Dakota Public Utilities Commission, State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070. The toll free telephone number is 1-800-877-1113.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.4 Taxes and Fees

- 2.4.1** For Debit Card calls, state and local taxes are included in the stated rates in this tariff. For all other calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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SECTION 2 - RULES AND REGULATIONS, cont'd.**2.4 Taxes and Fees, cont'd.****2.4.3 cont'd.****A. Pay Telephone Surcharge**

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

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

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

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

Rate per Call	\$0.30
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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by prorating the monthly recurring charge for the time of the outage (in thirty-minute intervals). 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 by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.5 Refunds or Credits for Service Outages or Deficiencies, *cont'd.*

2.5.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6 Liabilities of the Company

2.6.1 Legends liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SDCL 49-13-1 and 40-13-1.1 and any other applicable law.

2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.6 **Liabilities of the Company, *cont'd.***

- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (including indirect, special or consequential damage) for defamation, libel slander, invasion, infringement or copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data information, or other content revealed to, transmitted, or used by the company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.6.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Prepaid Calling Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Prepaid Calling Card provided to a Customer.
- 2.6.7 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Prepaid Account provided to a Customer before or after the expiration date assigned to each Prepaid Account.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.7 Refusal or Discontinuance by Company**

2.7.1 Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Legends will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.

2.7.2 Legends may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:

- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- B. For use of telephone service for any purpose other than that described in the application.
- C. For neglect or refusal to provide reasonable access to Legends or its agents for the purpose of inspection and maintenance of equipment owned by Legends or its agents.
- D. For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.7 Refusal or Discontinuance by Company, *cont'd.*****2.7.2 *cont'd.***

- E. For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F. Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Legends' equipment or service to others.
- G. Without notice in the event of tampering with the equipment or services owned by Legends or its agents.
- H. Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Legends may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I. Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2 Legends reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 Legends reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2 - RULES AND REGULATIONS, cont'd.**2.9 Use of Service**

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Legends' South Dakota intrastate service must have authority to provide interexchange services from the South Dakota Public Utility Commission.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with South Dakota PUC and FCC rules and regulations.

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SECTION 2 - RULES AND REGULATIONS, cont'd.**2.13 Rules Applicable to Toll-Free Services**

- 2.13.1 The Company makes every effort to reserve toll-free (800/888) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.13.2 The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.13.3 If a Customer who has received a toll free number does not subscribe to toll-free 800/888 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.13.4 Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for toll free numbers dedicated to the sole use of that single Customer.

2.14 Other Rules

- 2.14.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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SECTION 3 - RATES AND SERVICES

3.1 General

Legends provides direct dialed (1+), toll-free, calling card and operator assisted services for communications originating and terminating within the State of South Dakota. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed using the Company's service. Charges may vary by service offering, mileage band, class of call, time of day, day of week, calling volume and/or call duration. Customers are billed based on their use of Legends' services and network. No installation charges apply.

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SECTION 3 - RATES AND SERVICES, cont'd.**3.2 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

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

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SECTION 3 - RATES AND SERVICES, *cont'd.*

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.3.4 No charges apply to incomplete calls.
- 3.3.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

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SECTION 3 - RATES AND SERVICES, *cont'd.*

3.4 [Reserved for Future Use]

3.5 **Holiday Rates**

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period rate unless a lower rate would normally apply.

New Year's Day**	Labor Day	Christmas Day**
Independence Day**	Thanksgiving Day	Memorial Day*

* - Applies to Federally observed day only

** - When this Holiday falls on Sunday, the Holiday rate applies to calls placed on the preceding Friday.

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SECTION 3 - RATES AND SERVICES, *cont'd.*

3.6 Legends Direct Dial Service

Legends Direct Dial Service is offered to business and residential Customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. The following rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Per Minute Rate	Monthly Minutes of Use	
	At Least	Not More Than
\$0.130	0	50,000
\$0.125	50,001	200,000
\$0.120	200,001	300,000
\$0.115	300,001	400,000
\$0.110	400,001	500,000
\$0.105	500,001	600,000
\$0.100	600,001	700,000
\$0.095	700,001	800,000
\$0.090	800,001	900,000
\$0.085	900,001	1,000,000
\$0.080	1,000,001	Over

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SECTION 3 - RATES AND SERVICES, *cont'd.***3.7 Legends Toll Free (i.e. 800/888) Service**

Legends Toll-Free Service is an offering that allows the calling party to charge each call to the called party without operator assistance. By the use of specially assigned prefixes, such as 800 or 888, the charge for each call is automatically billed to the Customer.

Calls are billed in on: (1) minute increments after an initial minimum call duration of one (1) minute. The following rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Per Minute Rate	Monthly Minutes of Use	
	At Least	Not More Than
\$0.150	0	50,000
\$0.145	50,001	200,000
\$0.140	200,001	300,000
\$0.135	300,001	400,000
\$0.130	400,001	500,000
\$0.125	500,001	600,000
\$0.120	600,001	700,000
\$0.115	700,001	800,000
\$0.110	800,001	900,000
\$0.105	900,001	1,000,000
\$0.100	1,000,001	Over

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SECTION 3 - RATES AND SERVICES, cont'd.**3.8 Legends Debit (Prepaid) Card Service**

Legends Debit (Prepaid) Card Service allows Customers to place direct dialed calls between locations within the State of South Dakota. Customers access the Company's network by dialing a toll-free number or other access dialing sequence and entering a Personal Account Code. The Company's system informs the Customer of the Available Usage Balance remaining in his/her Debit Account and prompts the Customer to place a call by entering a destination telephone number. Network usage for calls placed is deducted from the Available Usage Balance on the Customer's account on a real time basis as the call progresses.

Customers purchase a Debit Card which assigns each Customer a Debit Account, provides each Customer with a Personal Account Code and lists instructions for accessing and using Company's service. Debit Cards are available in varying denominations. Purchase of a Debit Card entitles the Customer to use the Company's network for a number of minutes equivalent to the card denomination divided by the effective per minute rate. The Customer's right to utilize network usage within a given Debit Account associated with that Debit Account number. No minimum service period applies. An expiration date is printed on the back of the Debit Card.

Payment for Retail Debit Cards and Available Usage in a Customer's Debit Account is non-refundable. Retail Debit Card service rates are not distance or time of day sensitive in nature. Holiday discounts do not apply.

Network usage for Debit Card Calls is deducted from the Available Usage Balance in Customer's Debit Account in full unit increments. For debiting purposes, the minimum call usage is one (1) minute.

Per minute Rate	Connect Fee Per Call	Monthly Minutes of Use
\$0.350	\$1.00 per connect	Under 100,000
\$0.350	\$0.50 per connect	100,000 and Above

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SECTION 3 - RATES AND SERVICES, cont'd.**3.9 Legends Travel Card Service**

Legends Travel Card service is a travel service allowing Customers to originate calls via a Company-provided toll free number from non-presubscribed access lines. Customers may terminate calls to all valid telephone numbers within the State of South Dakota. Calls are billed in one (1) minute increments after an initial minimum call duration of one minute.

Per Minute Usage Charges	\$0.25
Per Call Service Charge	\$0.00

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SECTION 4 - MISCELLANEOUS SERVICES**4.1 Operator Services**

Operator Services are offered to Customers. Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.1.1 Operator services may be used by the presubscribed Customer and by the Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.1.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided.
- 4.1.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.1.8 below.
- 4.1.4 The fixed service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.1.9 below.
- 4.1.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.

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SECTION 4 - MISCELLANEOUS SERVICES, *cont'd.***4.1 Operator Services, *cont'd.***

- 4.1.6** Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, Calling Cards or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 4.1.7** The Aggregator is responsible for payment of the Company's charges for all calls placed from the Aggregator's Premises except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder or local exchange company service subscriber is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit card or a telephone line number, respectively.

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SECTION 4 - MISCELLANEOUS SERVICES, cont'd.**4.1 Operator Services, cont'd.****4.1.8 Per Minute Usage Charges****A. Customer Dialed and Operator Dialed Calling Card Station**

Per Minute Rate: \$0.4200

B. Operator Station and Person to Person

Per Minute Rate: \$0.4700

4.1.9 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Service Charge Per Call

Customer Dialed Calling Card	\$1.15
Customer Dialed Credit Card	\$1.75
Operator Dialed Calling Card	\$2.25
Operator Dialed Credit Card	\$2.25
Operator Station	
Billed Collect	\$3.95
Billed to Third Party	\$3.95
Person-to-Person	
All Billing Methods	\$6.50

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SECTION 4 - MISCELLANEOUS SERVICES, *cont'd.*

4.2 Directory Assistance

4.2.1 A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

4.2.2 Rates

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies.

Directory Assistance, per Request \$0.85

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SECTION 4 - MISCELLANEOUS SERVICES, cont'd.**4.3 Busy Line Verification and Interrupt**

Busy Line Verification and Interrupt services are offered in areas where the service may be obtained from the local exchange carrier.

With Busy Line Verification (BLV), the Legends operator will contact the LEC operator to determine if the called number or line is in use. Only one BLV will be made per telephone call and an associated charge will apply whether or not conversation was detected on the line. The operator will not complete the call for the Customer initiating the verification request.

Busy Line Interrupt (BLI) allows the Legends operator to contact a LEC operator to interrupt a telephone conversation in progress, upon the caller's request and after a Busy Line Verification occurs. Upon the caller's request, the Legends operator will contact the LEC operator, who will interrupt the busy line and inform the called party that there is a call waiting from the caller. The LEC operator will not complete the call, but will only inform the called party of the request. If the call is released the Legends operator will offer to complete the call for the Customer initiating the interrupt request. An applicable service charge and applicable per minute charges will apply to the completed call. Only one BLI attempt will be made per telephone call and a charge will apply whether or not the called party releases the line.

4.3.1 Busy Line Interrupt Charges:

- | | | |
|----|-------------------------------------|--------|
| a. | Busy Line Verification, per request | \$6.50 |
| b. | Busy Line Interrupt, per request | \$6.50 |

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SECTION 5 - CONTRACTS AND PROMOTIONS

5.1 Demonstration of Service

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

5.2 Promotions - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges upon Commission approval.

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

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

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, South Dakota 57501

Re: **LEGENDS COMMUNICATIONS, INC.**
TC99-024

Dear Mr. Bullard:

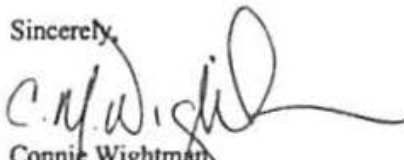
Enclosed for filing please find one original and two (2) copies of the amended tariff pages filed on behalf of Legends Communications, Inc. The enclosed tariff reflects the following changes:

- Deposits and Advance Payment Regulations has been deleted;
- Debit Card service has been removed.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,



Connie Wightman
Consultant to
Legends Communications, Inc.

CW/ig.

cc: Michele M. Farris, P.E., Utility Analyst - South Dakota PUC
Karen E. Cremer, Staff Attorney - South Dakota PUC
Robert Franklin, Legends

File: Legends - SD
TMS: SDO9900B

April 19, 1999
Via Overnight Delivery

RECEIVED

APR 21 1999

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

LEGENDS COMMUNICATIONS, INC.

AMENDED TARIFF

**TELECOMMUNICATIONS TARIFF
OF
LEGENDS COMMUNICATIONS, INC.**

This Tariff contains the service descriptions and rates applicable to the furnishing of resold telecommunications services offered by **Legends Communications, Inc.** ("Legends") within the State of South Dakota.

Issued:

Effective Date:

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Atlanta, Georgia 30339

CHECK SHEET

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

Page Number	Revision	Page Number	Revision
Title Page	Original *	26	Original *
1	Original *	27	Original *
2	Original *	28	Original *
3	Original *	29	Original *
4	Original *	30	Original *
6	Original *	31	Original *
7	Original *	32	Original *
8	Original *	33	Original *
9	Original *	34	Original *
10	Original *	35	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 *		

* Indicates pages included with this filing.

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EXPLANATION OF SYMBOLS

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

C - To signify Changed Regulation.

D - Delete or Discontinue

I - Change Resulting in an Increase to a rate

M - Moved from Another Tariff Location

N - New

R - Change Resulting in a Reduction to a rate

S - Matter Appearing Elsewhere or Repeated for Clarification

T - Change in Text But No Change to Rate or Charge

Z - Correction

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TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. 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).
- C. 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 pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Subscriber's or Customer's location to the Carrier's designated point of presence or network switching center.

Aggregator - Any person or other legal entity that may be a Customer and, in the ordinary course of its operations, makes telephones available to the public or to transient users of its premises, for telephone calls using a provider of operator services.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer upon access to the Company's system to identify the caller and validate the caller's authorization to use the services provided. The Customer is responsible for charges incurred through the use of his or her assigned Authorization Code.

Authorized User - A person, firm or corporation, or any other entity authorized by the Customer or Subscriber to communicate utilizing the Company's services.

Collect Billing - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

Commission - refers to the Public Utility Commission of South Dakota.

Company - Legends Communications, Inc. ("Legends"), unless otherwise indicated by the context.

Consumer - A person who is not a Customer initiating any telephone calls using operator services.

Customer - The person, firm or corporation, or other entity which orders, cancels, amends, or uses service and is responsible for the payment of charges and/or compliance with tariff regulations.

Customer Dialed Calling Card Call - A service whereby the End User dials all of the digits necessary to route and bill the call to a valid non-Premiere calling card or credit card.

Customer Premises Equipment - Terminal equipment, as defined herein, which is located on the Customer's premises.

Day Rate Period - After 8:00 am to, but not including, 5:00 pm Monday through Friday.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Evening Rate Period - After 5:00 pm to, but not including, 11:00 pm Monday through Friday, and on Sunday.

LEC - Local Exchange Company.

Legends - Used throughout this tariff to refer to Legends Communications, Inc. unless otherwise clearly indicated by the context.

Night/Weekend Rate Period - After 11:00 pm to, but not including, 8:00 am Monday through Friday, all day Saturday, and Sunday to, but not including 5:00 pm.

Operator Dialed Surcharge - A charge applying to calls made when the user dials "00" only or any valid company operator access code and requests that the operator dial the destination number.

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

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

Special Access - Where access between the Subscriber or Customer and the interexchange carrier is provided on dedicated circuits. The cost of Special Access is billed to the Customer by the local exchange carrier, or other approved access provider.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

Legends is a resale common carrier providing intrastate direct dialed and travel card services to Customers within the State of South Dakota. Legends' services and facilities are furnished for communications originating at specified points within the State of South Dakota under terms of this Tariff.

Legends provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. Legends may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Legends services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by Legends within the state of South Dakota.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, *cont'd.*

Subscriber - The person, firm, corporation, or other legal entity which arranges for services of the Company on behalf of transient third party Customers or Authorized Users. The Subscriber is responsible for compliance with the terms and conditions of this tariff. A Subscriber is also a Customer under the terms of the tariff.

Switched Access - Where access between the Customer and the Carrier is provided on local exchange company circuits capable of accessing the local switched network. The cost of switched Feature Group access is billed to the Carrier.

Terminal Equipment - Devices, apparatus, and associated wiring, such as teleprinters, telephones, or data sets.

Third Party Billing - A billing arrangement by which the charges for a call may be billed to a telephone number that is different from the calling number and the called number.

Travel Card - A proprietary calling card offered by Legends Communications, Inc. which is accessed by dialing a Company-provided access number.

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

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the South Dakota PUC. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.3 Payment and Credit Regulations, *cont'd.*

2.3.2 Deposits

The Company does not require deposits from its Customers.

2.3.3 Advance Payments

The Company does not require Advance Payments from its Customers.

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SECTION 2 - RULES AND REGULATIONS, cont'd.**2.3 Payment and Credit Regulations, cont'd.****2.3.4 Commercial Credit Card Payment Option**

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

2.3.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

2.3.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to South Dakota law and South Dakota PUC regulations.

2.3.7 Billing Disputes / Customer Complaint Procedure

South Dakota law provides for Customers to dispute a bill up to 180 days from receipt of the bill. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion in full. The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-888-308-8583. Billing Inquires may be directed to 1-888-308-8583.

Any unresolved disputes may be directed to the attention of the South Dakota Public Utilities Commission, State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070. The toll free telephone number is 1-800-877-1113.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.4 Taxes and Fees

- 2.4.1 All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.4 Taxes and Fees, *cont'd.*****2.4.3 *cont'd.*****A. Pay Telephone Surcharge**

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

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

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

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

Rate per Call	30.30
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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.5 Refunds or Credits for Service Outages or Deficiencies, *cont'd.*

2.5.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6 Liabilities of the Company

2.6.1 Legends liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, shall be determined in accordance with SDCL 49-13-1 and 40-13-1.1 and any other applicable law.

2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.6 **Liabilities of the Company, *cont'd.***

- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (including indirect, special or consequential damage) for defamation, libel slander, invasion, infringement or copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data information, or other content revealed to, transmitted, or used by the company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.
- 2.6.5 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Prepaid Calling Cards or Personal Identification Numbers issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Prepaid Calling Card provided to a Customer.
- 2.6.7 The Company shall not be liable for any claim, loss or refund on any unused portion of the usage balance remaining in a Prepaid Account provided to a Customer before or after the expiration date assigned to each Prepaid Account.

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Effective Date:

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SD09900

SECTION 2 - RULES AND REGULATIONS, cont'd.**2.7 Refusal or Discontinuance by Company**

- 2.7.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. Legends will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.7.2** Legends may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
- A. For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B. For use of telephone service for any purpose other than that described in the application.
 - C. For neglect or refusal to provide reasonable access to Legends or its agents for the purpose of inspection and maintenance of equipment owned by Legends or its agents.
 - D. For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.7 Refusal or Discontinuance by Company, *cont'd.*****2.7.2 *cont'd.***

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect Legends' equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by Legends or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, Legends may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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Atlanta, Georgia 30339

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2 Legends reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 Legends reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling Legends' South Dakota intrastate service must have authority to provide interexchange services from the South Dakota Public Utility Commission.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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Atlanta, Georgia 30339

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with South Dakota PUC and FCC rules and regulations.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.13 Rules Applicable to Toll-Free Services

- 2.13.1** The Company makes every effort to reserve toll-free (800/888) vanity numbers requested by Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.13.2** The Company will participate in porting toll-free numbers only if the account balance is zero and all charges incurred as a result of the toll free number have been paid.
- 2.13.3** If a Customer who has received a toll free number does not subscribe to toll-free 800/888 service within ninety (90) calendar days, the Company reserves the right to make the assigned number available for use by another Customer.
- 2.13.4** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Account Code, may not be assigned or transferred for use with service provided by another carrier. Subject to the limitations provided in this tariff, the Company will only honor Customer requests for a change in Resp. Org. or 800/888 service provider for toll free numbers dedicated to the sole use of that single Customer.

2.14 Other Rules

- 2.14.1** The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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SDOP900

SECTION 3 - RATES AND SERVICES

3.1 General

Legends provides direct dialed (1+), toll-free, calling card and operator assisted services for communications originating and terminating within the State of South Dakota. The Company's services are available twenty-four hours per day, seven days a week. Intrastate service is offered in conjunction with interstate service.

Customers are charged individually for each call placed using the Company's service. Charges may vary by service offering, mileage band, class of call, time of day, day of week, calling volume and/or call duration. Customers are billed based on their use of Legends' services and network. No installation charges apply.

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SECTION 3 - RATES AND SERVICES, cont'd.**3.2 Calculation of Distance**

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

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

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

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Atlanta, Georgia 30339

SECTION 3 - RATES AND SERVICES, *cont'd.*

3.3 Timing of Calls

Billing for calls placed over the network is based in part on the duration of the call.

- 3.3.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.3.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.3.3 Minimum call duration and additional increments for billing are specified in the description of each service.
- 3.3.4 No charges apply to incomplete calls.
- 3.3.5 When a call is established in one rate period and ends in another rate period, the rate in effect at the calling station applies to the entire call.

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SECTION 3 - RATES AND SERVICES, cont'd.**3.4 [Reserved for Future Use]****3.5 Holiday Rates**

Calls on the following Company-recognized Holidays are rated at the Evening Rate Period rate unless a lower rate would normally apply.

New Year's Day**	Labor Day	Christmas Day**
Independence Day**	Thanksgiving Day	Memorial Day*

* - Applies to Federally observed day only

** - When this Holiday falls on Sunday the Holiday rate applies to calls placed on the preceding Friday.

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SECTION 3 - RATES AND SERVICES, *cont'd.*

3.6 Legends Direct Dial Service

Legends Direct Dial Service is offered to business and residential Customers for both inbound and outbound, intraLATA and interLATA, calling over standard switched lines. Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. The following rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Per Minute Rate	Monthly Minutes of Use	
	At Least	Not More Than
\$0.130	0	50,000
\$0.125	50,001	200,000
\$0.120	200,001	300,000
\$0.115	300,001	400,000
\$0.110	400,001	500,000
\$0.105	500,001	600,000
\$0.100	600,001	700,000
\$0.095	700,001	800,000
\$0.090	800,001	900,000
\$0.085	900,001	1,000,000
\$0.080	1,000,001	Over

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SECTION 3 - RATES AND SERVICES, *cont'd.*

3.7 Legends Toll Free (i.e. 800/888) Service

Legends Toll-Free Service is an offering that allows the calling party to charge each call to the called party without operator assistance. By the use of specially assigned prefixes, such as 800 or 888, the charge for each call is automatically billed to the Customer.

Calls are billed in one (1) minute increments after an initial minimum call duration of one (1) minute. The following rates are not time of day sensitive and apply 24 hours per day, 7 days a week.

Per Minute Rate	Monthly Minutes of Use	
	At Least	Not More Than
\$0.150	0	50,000
\$0.145	50,001	200,000
\$0.140	200,001	300,000
\$0.135	300,001	400,000
\$0.130	400,001	500,000
\$0.125	500,001	600,000
\$0.120	600,001	700,000
\$0.115	700,001	800,000
\$0.110	800,001	900,000
\$0.105	900,001	1,000,000
\$0.100	1,000,001	Over

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SECTION 3 - RATES AND SERVICES, cont'd.**3.8 Legends Travel Card Service**

Legends Travel Card service is a travel service allowing Customers to originate calls via a Company-provided toll free number from non-presubscribed access lines. Customers may terminate calls to all valid telephone numbers within the State of South Dakota. Calls are billed in one (1) minute increments after an initial minimum call duration of one minute.

Per Minute Usage Charges	\$0.25
Per Call Service Charge	\$0.00

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SECTION 4 - MISCELLANEOUS SERVICES**4.1 Operator Services**

Operator Services are offered to Customers. Operator Services allow Customers and Consumers to place calls using operator assistance for call completion or billing.

Usage charges and an appropriate service charge will be assessed on a per call basis, as stated in this tariff. For calls made using a telephone company card, acceptance of the card will be dependent upon the Company's ability to verify the card as valid. Only those cards accepted by the Company may be used for Operator Services. The Company reserves the right to verify acceptance of charge prior to billing charges to a third party number.

- 4.1.1 Operator services may be used by the presubscribed Customer and by the Aggregator and their respective Consumers (i.e., patrons, guests, invitees or employees) to complete Person-to-Person, Collect, Third-Party, and/or Calling Card calls.
- 4.1.2 Charges for Operator Assisted Calls include two components: a usage-sensitive component based upon the time-of-day rate period, mileage, and duration of the call; and a fixed service charge based upon the type of operator service provided.
- 4.1.3 The usage-sensitive portion of the charge for an Operator Assisted Call is set forth in Section 4.1.8 below.
- 4.1.4 The fixed service charge portions of the charge for an Operator Assisted Call is set forth in Sections 4.1.9 below.
- 4.1.5 The Company shall not bill the Customer for any surcharges or fees imposed by the Aggregator. With respect to charges imposed by the Aggregator for the use of the telephone, the Aggregator is responsible for charging a flat rate and for posting of the charge in plain view at each telephone.

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SECTION 4 - MISCELLANEOUS SERVICES, *cont'd.***4.1 Operator Services, *cont'd.***

- 4.1.6 Service may be suspended by the Company, without notice to the Customer or the Aggregator, by blocking traffic to certain countries, cities, or NXX exchanges, or by blocking calls using certain Customer Authorization Codes, Calling Cards or credit cards, when the Company deems it necessary to take such action to prevent unlawful use of service. The Company shall restore service as soon as it can be provided without undue risk, and shall, upon request by the Customer affected, assign a new Authorization Code to replace the one that has been deactivated. The Company reserves the right to validate the credit worthiness of Customers through available credit card, Calling Card, called number, Third Party telephone number and room number verification procedures. Where a requested billing method cannot be validated, the Customer/Consumer may be required to provide an acceptable alternate billing method or the Company may refuse to place the call.
- 4.1.7 The Aggregator is responsible for payment of the Company's charges for all calls placed from the Aggregator's Premises except for Collect, Third Party, Calling Card and credit card calls. The Calling Card or credit card holder or local exchange company service subscriber is responsible for payment of the Company's charges for all calls billed to a Calling Card, credit card or a telephone line number, respectively.

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SECTION 4 - MISCELLANEOUS SERVICES, cont'd.
4.1 Operator Services, cont'd.**4.1.8 Per Minute Usage Charges****A. Customer Dialed and Operator Dialed Calling Card Station**

Per Minute Rate: \$0.4200

B. Operator Station and Person to Person

Per Minute Rate: \$0.4700

4.1.9 Per Call Service Charges

The following per-call charges apply in addition to the per minute usage rates when applicable. These charges apply in all rate periods.

Service Charge Per Call

Customer Dialed Calling Card	\$1.15
Customer Dialed Credit Card	\$1.75
Operator Dialed Calling Card	\$2.25
Operator Dialed Credit Card	\$2.25

Operator Station	
Billed Collect	\$3.95
Billed to Third Party	\$3.95

Person-to-Person	
All Billing Methods	\$6.50

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 2500 Windy Ridge Parkway, Suite 365
 Atlanta, Georgia 30339

SECTION 4 - MISCELLANEOUS SERVICES, *cont'd.*

4.2 Directory Assistance

4.2.1 A Customer may obtain assistance, for a charge, in determining a telephone number by dialing Directory Assistance Service.

4.2.2 Rates

A Directory Assistance Charge applies for each telephone number, area code, and/or general information requested from the Directory Assistance operator. No call allowance applies.

Directory Assistance, per Request \$0.85

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SECTION 4 - MISCELLANEOUS SERVICES, cont'd.**4.3 Busy Line Verification and Interrupt**

Busy Line Verification and Interrupt services are offered in areas where the service may be obtained from the local exchange carrier.

With Busy Line Verification (BLV), the Legends operator will contact the LEC operator to determine if the called number or line is in use. Only one BLV will be made per telephone call and an associated charge will apply whether or not conversation was detected on the line. The operator will not complete the call for the Customer initiating the verification request.

Busy Line Interrupt (BLI) allows the Legends operator to contact a LEC operator to interrupt a telephone conversation in progress, upon the caller's request and after a Busy Line Verification occurs. Upon the caller's request, the Legends operator will contact the LEC operator, who will interrupt the busy line and inform the called party that there is a call waiting from the caller. The LEC operator will not complete the call, but will only inform the called party of the request. If the call is released the Legends operator will offer to complete the call for the Customer initiating the interrupt request. An applicable service charge and applicable per minute charges will apply to the completed call. Only one BLI attempt will be made per telephone call and a charge will apply whether or not the called party releases the line.

4.3.1 Busy Line Interrupt Charges:

- | | | |
|----|-------------------------------------|--------|
| a. | Busy Line Verification, per request | \$6.50 |
| b. | Busy Line Interrupt, per request | \$6.50 |

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Effective Date:

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Atlanta, Georgia 30339

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SECTION 5 - CONTRACTS AND PROMOTIONS

5.1 Demonstration of Service

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

5.2 Promotions - General

From time to time, the Company may provide promotional offerings to introduce a current or potential Subscriber to a service not being used by the subscriber. These offerings may be limited to certain dates, times or locations and may waive or reduce recurring or non-recurring charges upon Commission approval.

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Effective Date:

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339



April 28, 1999
Via Overnight Delivery

210 N. Park Ave.
Winter Park, FL
32789

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

Tel: 407-740-8575

Fax: 407-740-0613

tmi@tminc.com

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, South Dakota 57501

RECEIVED
APR 30 1999
SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Re: **LEGENDS COMMUNICATIONS, INC.**
TC99-024

Dear Mr. Bullard:

Enclosed for filing please find one original and two (2) copies of the amended tariff pages filed on behalf of Legends Communications Inc. The enclosed tariff reflects the following changes:

- Page 11 - Toll Free Telephone number of the South Dakota PUC is included;
- Page 26 - Holiday Rates section is removed.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,

Connie Wightman
Consultant to
Legends Communications, Inc.

CW/ig.

cc: Michele M. Farris, P.E., Utility Analyst - South Dakota PUC
Karen E. Cremer, Staff Attorney - South Dakota PUC
Robert Franklin, Legends

File: Legends - SD

TMS: SDO9900C

SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations, *cont'd.*****2.3.4 Commercial Credit Card Payment Option**

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

2.3.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

2.3.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to South Dakota law and South Dakota PUC regulations.

2.3.7 Billing Disputes / Customer Complaint Procedure

South Dakota law provides for Customers to dispute a bill up to 180 days from receipt of the bill. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion in full. The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-888-308-8583. Billing Inquires may be directed to 1-888-308-8583.

Any unresolved disputes may be directed to the attention of the South Dakota Public Utilities Commission, State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070. The toll free telephone number is 1-800-332-1782 and TTY through Relay South Dakota 1-800-877-1113.

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Atlanta, Georgia 30339

SECTION 3 - RATES AND SERVICES, *cont'd.*

3.4 [Reserved for Future Use]

3.5 [Reserved for Future Use]

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2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339



210 N. Park Ave
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32790-0200

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

May 5, 1999
Via Overnight Delivery

RECEIVED

MAY 07 1999

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

Mr. William Bullard, Jr.
Executive Director
South Dakota Public Utilities Commission
500 East Capitol
Pierre, South Dakota 57501

Re: LEGENDS COMMUNICATIONS, INC. TC99-024

Dear Mr. Bullard:

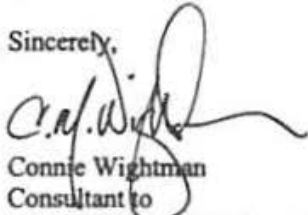
Enclosed for filing please find one original and two (2) copies of the amended tariff pages filed on behalf of Legends Communications, Inc. The enclosed tariff reflects the following changes requested by Michele M. Farris, Utility Analyst:

Page 4	- Tariff Format Paragraph B is reinstated;
Page 11	- Paragraph 2.3.5 is further modified to read exactly as Ms. Farris directs. 2.3.7 is moved to the next page.
Page 12	- Paragraph 2.3.7 is moved to this page
Page 16	- Paragraph 2.6.4 is still in the tariff and has not be removed; paragraphs 2.6.5 and 2.6.7 are removed as they referred to conditions applicable to debit card service which has been removed.

Please return, date-stamped, the extra copy of this cover letter in the enclosed self-addressed stamped envelope provided for this purpose.

Any questions you may have regarding the above filing should be directed to me at (407) 740-8575.

Sincerely,


Connie Wightman
Consultant to
Legends Communications, Inc.

cc: Michele M. Farris, P.E., Utility Analyst - South Dakota PUC
Karen E. Cremer, Staff Attorney - South Dakota PUC
Robert Franklin, Legends
File: Legends - SD
TMS: SDO9900D

TARIFF FORMAT

- A. Page Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example the 4th revised Sheet 14 cancels the 3rd revised Sheet 14. Consult the Check Sheet for the sheet currently in effect.
- C. Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).I.
 - 2.1.1.A.1.(a).I.(i).
 - 2.1.1.A.1.(a).I.(i).(1).
- 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 pages are added, the Check Sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SDO9900

SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations, *cont'd.*****2.3.4 Commercial Credit Card Payment Option**

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

2.3.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due, except any portion in dispute. A late payment fee of 1.5% per month will be applied to any past due balance or the amount otherwise authorized by law, whichever is lower, will be applied to any past due balance.

2.3.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to South Dakota law and South Dakota PUC regulations.

Issued:**Effective Date:**

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations, *cont'd.*****2.3.7 Billing Disputes / Customer Complaint Procedure**

South Dakota law provides for Customers to dispute a bill up to 180 days from receipt of the bill. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion in full. The Company will resolve any disputes brought to its attention as promptly and effectively as possible. Customer Service Representatives can be reached via the following toll-free telephone number: 1-888-308-8583. Billing Inquires may be directed to 1-888-308-8583.

Any unresolved disputes may be directed to the attention of the South Dakota Public Utilities Commission, State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070. The toll free telephone number is 1-800-332-1782 and TTY through Relay South Dakota 1-800-877-1113.

2.4 Taxes and Fees

- 2.4.1** All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2** To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3** The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

Issued:

Effective Date:

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SD09900

SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.6 **Liabilities of the Company, *cont'd.***

- 2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (including indirect, special or consequential damage) for defamation, libel slander, invasion, infringement or copy-right or patent, unauthorized use of any trademark, tradename or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data information, or other content revealed to, transmitted, or used by the company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly by the installation, maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.
- 2.6.4 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

Issued:

Effective Date:

Issued By: Thomas L. Childers, CEO
2500 Windy Ridge Parkway, Suite 365
Atlanta, Georgia 30339

SD09900

South Dakota Public Utilities Commission

State Capitol Building, 500 East Capitol Avenue, Pierre, South Dakota 57501-5070



April 23, 1999

Connie Wightman
Technologies Management, Inc.
PO Drawer 200
Winter Park FL 32790-0200

VIA FACSIMILE
407-740-0613

RE: Legends Communications, Inc.
TC99-024

Dear Ms. Wightman:

The South Dakota Public Utilities Commission has received Legends Communications, Inc.'s (Legends) amended tariff removing advanced payments and deposits. There are a few minor adjustments to the tariff that need to be addressed in order to complete my analysis. Please provide this information to me at your earliest convenience. If the information is received prior to May 7th, it can be presented at the next regularly scheduled Commission meeting on May 12, 1999.

1. The first data request asked that the second sentence of the language in Tariff Format B be removed. However, the entire section was deleted. Please include this section back in the tariff without the second sentence.
2. In Section 2.3.5 of the tariff, revise the tariff to read "All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due, except any portion in dispute. A late payment fee of 1.5% per month or the amount otherwise authorized by law, whichever is lower, will be applied to any past due balance."
3. Please delete Sections 2.6.5 and 2.6.7 from the tariff, these sections are not applicable.
4. Section 2.6.4 of the tariff was deleted in the amended tariff the Commission received April 21, 1999. Please put this section back in the tariff.

If you should have any questions regarding this request, please feel free to contact me at (605) 773-6335.

Sincerely,


Michele M. Farris, P.E., Utility Analyst

Capitol Office
Telephone (605)773-3281
FAX (605)773-3809

Transportation/
Warehouse Division
Telephone (605)773-5288
FAX (605)773-3225

Consumer Hotline
1-800-332-1782

TTY Through
Relay South Dakota
1-800-877-1113

Internet Website
www.puc.state.sd.us/puc/

Jim Berg
Chairman
Pam Nelson
Vice-Chairman
Laska Schoenfelder
Commissioner

William Bullard Jr.
Executive Director

Harina Best
Martin C. Bettmann
Sue Cichos
Karen E. Cramer
Michele M. Farris
Murielle Fischbach
Shirleen Fugitt
Lewis Hammond
Loni Hasty
Cameron Honeck
Lisa Hill
Dave Jacobson
Katie Johnson
Bob Knauff
Debra Kolbo
Jeffrey P. Lorenson
Charlene Lund
Terry Murray
Gregory A. Rislov
Keith Souger
Robynne Alts Wiest

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

IN THE MATTER OF THE APPLICATION OF)
LEGENDS COMMUNICATIONS, INC. FOR A)
CERTIFICATE OF AUTHORITY TO PROVIDE)
TELECOMMUNICATIONS SERVICES IN)
SOUTH DAKOTA)

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC99-024

On March 18, 1999, 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 Legends Communications, Inc. (Legends).

Legends is requesting authority to provide resold interexchange services which include outbound calling, inbound (toll-free) service and debit card/prepaid calling cards. A proposed tariff was filed by Legends. The Commission has classified long distance service as fully competitive.

On March 25, 1999, the Commission electronically transmitted notice of the filing and the intervention deadline of April 9, 1999, to interested individuals and entities. No petitions to intervene or comments were filed and at its May 12, 1999, meeting, the Commission considered Legends' request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Legends 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 Legends has met the legal requirements established for the granting of a certificate of authority. Legends 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 Legends' application for a certificate of authority, subject to the condition that Legends 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 Legends' application for a certificate of authority is hereby granted, effective May 18, 1999, subject to the condition that Legends not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 18th day of May, 1999.

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 Delaine Keeso

Date 5/18/99

(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. E. JRG
JAMES A. E. JRG, 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 May 12, 1999, effective May 18, 1999
Docket No. TC99-024

This is to certify that

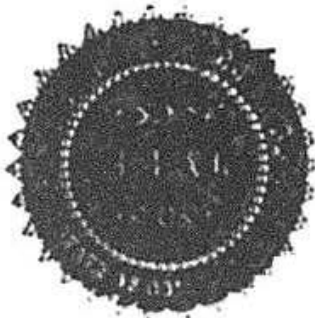
LEGENDS COMMUNICATIONS, INC.

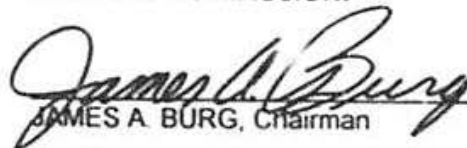
is authorized to provide telecommunications services in South Dakota.

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 18th day of May, 1999.

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION:




JAMES A. BURG, Chairman


PAM NELSON, Commissioner


LASKA SCHOENFELDER, Commissioner