

TC00-003

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~~CONFIDENTIAL #1~~  
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~~Cont 2 - 0842~~

IN THE MATTER OF THE  
APPLICATION OF ACN  
COMMUNICATION SERVICES, INC.  
FOR A CERTIFICATE OF AUTHORITY  
TO PROVIDE TELECOMMUNICATIONS  
SERVICES IN SOUTH DAKOTA

# MEMORANDA

1/25	00	Filed and Docketed;
1/26	00	Weekly Filing;
2/11	00	Revised Tariff Pages;
3/6	00	Order Granting COA;
3/6	00	Docket Closed.

1000-003

REBOUL, MACMURRAY, HEWITT, MAYNARD & KRISTOL

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45 ROCKEFELLER PLAZA

NEW YORK, NY 10111

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LOS ANGELES, CALIF. 90067

TELEPHONE: (310) 551-3070

TELECOPIER: (310) 551-3071

January 24, 2000

RECEIVED  
JAN 25 1999  
SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Mr. William Bullard  
Executive Director  
Public Utilities Commission of South Dakota  
500 E. Capitol Avenue  
Capitol Building, 1st Floor  
Pierre, South Dakota 57501-5070

VIA FEDERAL EXPRESS

Re: Application for a Certificate of Authority to Provide Resold Long Distance  
Telecommunications Services for ACN Communication Services, Inc.

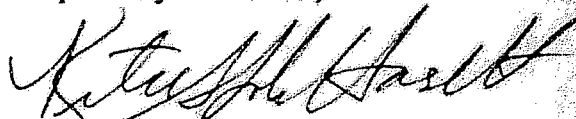
Dear Mr. Bullard:

On behalf of ACN Communication Services, Inc. ("ACN"), we hereby submit the enclosed Application for a Certificate of Authority to Provide Resold Long Distance Telecommunications Services in the State of South Dakota. One copy of the financial information for ACN is hereby submitted along with the original Application in a separate sealed envelope marked "Confidential." An original and ten (10) copies are provided.

Also enclosed is a check made payable to the Public Utilities Commission of South Dakota in the amount of \$250.00 for the requisite filing fee. We have attached an extra copy of this transmittal that we ask you to date stamp and return to the undersigned in the attached self-addressed, stamped envelope.

Should you have any questions or require additional information, please do not hesitate to contact the undersigned at (202) 429-0004.

Respectfully Submitted,



Kristie Stokes Hassett

Counsel for ACN Communication Services, Inc.

Enclosures

**Before the  
PUBLIC SERVICE COMMISSION OF SOUTH DAKOTA**

Application of ACN Communication                    )  
 Services, Inc. for a Certificate of                    )  
 Authority to Provide Resold Long                    ) Docket No. \_\_\_\_\_  
 Distance Telecommunications Services                )

**APPLICATION**

ACN Communication Services, Inc. ("ACN" or "Applicant"), by its attorneys, respectfully requests the Public Service Commission of South Dakota to grant ACN a Certificate of Authority to provide Resold Long Distance Services in the State of South Dakota.

In support of its Application, ACN submits the following:

**i. THE APPLICANT**

The name, address and telephone number of the Applicant are:

ACN Communication Services, Inc.  
 32991 Hamilton Court  
 Farmington Hills, Michigan 48334  
 Telephone: (248) 699-4000

ACN is a wholly owned subsidiary of American Communications Network, Inc. ("ACN, Inc."), a Michigan corporation. ACN was incorporated in the State of Michigan on April 30, 1999. A copy of ACN's Articles of Incorporation are attached hereto as Exhibit "A," and a copy of ACN's Certificate of Authority from the South Dakota Secretary of State authorizing ACN to do business in South Dakota is attached hereto as Exhibit "B." Applicant's Federal Tax Identification Number is 38-3483729.

2. **DESIGNATED CONTACTS**

The designated contacts with respect to this application are:

James E. Magee, Esq.  
Kristie Stokes Hassett, Esq.  
Reboul, MacMurray, Hewitt,  
Maynard & Kristol  
Suite 406  
1111 19th Street, N.W.  
Washington, D.C. 20036  
Telephone: (202) 429-0004  
Facsimile: (202) 429-8743

For ACN's proposed tariff, the contact person is:

Ms. Monique Byrnes  
Technologies Management, Inc.  
210 Park Avenue, North  
Winter Park, Florida 32789  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

With respect to customer service, complaints and regulatory matters the company contact person is:

Mr. Eric Shapiro  
Director of Operations  
ACN Communication Services, Inc.  
32991 Hamilton Court  
Farmington Hills, Michigan 48334  
Telephone: (248) 699-3333  
Facsimile: (248) 489-8837  
Email: [eshapiro@acninc.com](mailto:eshapiro@acninc.com)  
Toll Free: (888) 259-7100

ACN's registered agent authorized to receive service in South Dakota is:

CT Corporation System  
319 S. Coteau Street  
Pierre, SD 57501

### **3. FINANCIAL, MANAGERIAL AND TECHNICAL QUALIFICATIONS**

ACN possesses the financial, managerial and technical qualifications to provide resold long distance telecommunications services in the State of South Dakota. ACN is not currently operating in any state. A list of states where ACN has filed applications to become certificated as a reseller of long distance telecommunications services is attached hereto as Exhibit "C." ACN has never been denied registration or certification to become a reseller of long distance telecommunications services.

#### **a. Financial Qualifications**

In support of its financial qualifications, attached hereto as Exhibit "D" are financial materials for ACN and the audited financial statements of Applicant's parent company, ACN, Inc. ACN is submitting these financial statements in a separate sealed envelope marked "Confidential."

#### **b. Managerial Qualifications**

In support of its managerial qualifications, profiles of ACN's key personnel are attached hereto as Exhibit "E." ACN's management team collectively has a wealth of experience and expertise in the telecommunications industry, along with extensive management training and experience. ACN possesses the managerial resources necessary to provide customers in South Dakota with high quality telecommunications services.

#### **c. Technical Qualifications**

In support of its technical qualifications, ACN will meet or exceed standards established by the Commission, including quality of service and billing standards required of all telecommunications companies regulated by the Commission. ACN will file and maintain tariffs in

the same manner and form as required of other resold long distance carriers with which ACN seeks to compete. Furthermore, the management profiles attached as Exhibit "E" reflect the extensive technical experience and expertise of the Applicant's management team.

#### **4. CUSTOMER SERVICE**

ACN understands the importance of effective customer service for consumers. Customer service representatives may be reached 24 hours a day, seven days a week. Should customers experience technical difficulties, an answering service will be able to reach technical personnel 24 hours a day, seven days a week. ACN has made arrangements for customers to call the company at its toll free customer service number, which will be printed on the customers' monthly billing statements.

ACN customer service representatives are prepared to respond to a broad range of service matters, including inquiries regarding: 1) the type of services offered by ACN and rates associated with such services; 2) monthly billing statements; 3) problems or concerns pertaining to a customer's current service; and 4) general telecommunications matters.

#### **5. MARKETING OF SERVICES**

ACN will market its telecommunications services to residential and business customers. ACN will use its own independent representatives to market services in South Dakota, through the use of a cooperative marketing strategy. This technique, which is sometimes referred to as multilevel marketing, encourages the independent representatives to obtain customers through their network of friends, family, professional and personal acquaintances. In addition, the independent representatives will have bonus incentives to find other representatives who want to

join the ACN team. Applicant does not plan to engage in "cold calling" or selling to customers with whom the independent representatives have not had prior contact.

**6. PUBLIC INTEREST ANALYSIS**

ACN's provision of long distance resold services to Customers will serve the public interest by providing a competitive alternate to South Dakota customers. It will promote, through competition, the efficient use of current and future telecommunications networks in South Dakota. Customers will benefit by having alternatives from which to choose from general improvements in price, billing options, features and other options that are generated by competitive pressures. ACN anticipates that its proposed services will provide its subscribers with better quality services and will increase choice through innovative, diversified and reliable service offerings.

**7. DESCRIPTION OF SERVICES OFFERED AND SERVICE TERRITORY**

ACN plans on providing InterLATA toll resale and IntraLATA toll resale services. ACN will provide direct dialed outbound, inbound (toll free services), calling card services, and access to directory assistance for communications originating and terminating within the State of South Dakota. These services will be offered statewide. Intrastate services is offered in conjunction with interstate service. ACN will service residential and business customers.

Please see ACN's proposed tariff, attached as Attachment "F," for a complete description of ACN's service offerings.

8. **REGULATORY COMPLIANCE**

ACN agrees to observe and comply with all applicable and governing statutes and regulations, to comply with all orders of the Commission, and to respond promptly to all inquiries from Commission staff concerning this Application and other matters arising out of ACN's proposed provision of services in South Dakota. In addition, ACN is requesting Commission approval to keep its books and records at its headquarters location in Farmington Hills, Michigan. ACN agrees to produce these books and records if required by the Commission.

### CONCLUSION

WHEREFORE, ACN possesses the financial, managerial and technical resources to provide resold long distance telecommunications services. The Applicant respectfully requests the Commission to grant approval of this Application allowing ACN to provide resold long distance services.

A verification is attached hereto as exhibit "G."

Respectfully submitted,

By: 

James E. Magee  
Kristie Stokes Hassett  
Reboul, MacMurray, Hewitt,  
Maynard & Kristol  
Suite 406  
1111 19th Street, N.W.  
Washington, D.C. 20036

January 24, 2000

**EXHIBIT A**  
**ARTICLES OF INCORPORATION**

**MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES  
CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU**

Date Received	

(FOR BUREAU USE ONLY)

**FILED**

**APR 30 1999**

Name <b>David L. Steinberg, P.C.</b>		
Address <b>1760 South Telegraph Road, Suite 300</b>		
City <b>Bloomfield Hills, MI</b>	State <b>MI</b>	Zip Code <b>48302</b>

Administrator  
CORP. SECURITIES & LAND DEV. BUREAU

04/26/1999 CSRMELD  
12465 01340417

00013724  
1221000  
Total 14650.00

Cops Org & Filing & LLC art

EFFECTIVE DATE

Document will be returned to the name and address you enter above

**105-2**

**ARTICLES OF INCORPORATION**  
**For use by Domestic Profit Corporations**  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

**ARTICLE I**

The name of the corporation is:

**ACN Communication Services, Inc.**

**ARTICLE II**

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

**ARTICLE III**

The total authorized shares:

1. Common Shares 60,000

Preferred Shares -0-

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

#### ARTICLE IV

1. The address of the registered office is:

32991 Hamilton Court, Farmington Hills, Michigan 48334  
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent at the registered office is: David L. Steinberg, Esq.

#### ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
<u>David L. Steinberg</u>	<u>1760 S. Telegraph Rd. Ste. 300</u> <u>Bloomfield Hills, MI 48302</u>
_____	_____
_____	_____
_____	_____

#### ARTICLE VI (Optional. Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or on application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

#### ARTICLE VII (Optional. Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. The written consents shall bear the date of signature of each shareholder who signs the consent. No written consents shall be effective to take the corporate action referred to unless, within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

VIII  
ARTICLE 12

All stock shall be deemed Section 1244 stock pursuant to the IRS Code as amended.

I, (We), the incorporator(s) sign my (our) name(s) this 23 day of April, 1999

David L. Steinberg  
DAVID L. STEINBERG

**EXHIBIT B**

**CERTIFICATE OF AUTHORITY**

# State of South Dakota



## OFFICE OF THE SECRETARY OF STATE

### Department of State

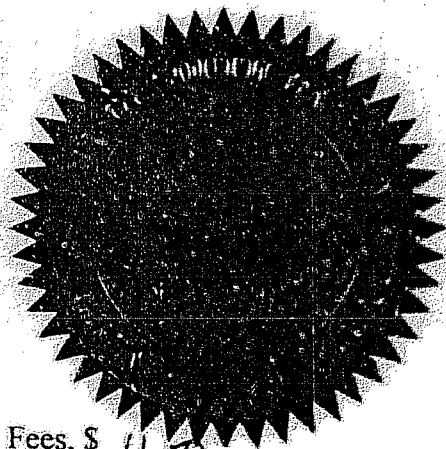
United States of America, }

Secretary's Office

State of South Dakota }

This is to certify that the attached instrument of writing is a true, correct and examined copy of the Certificate of Authority for ACN COMMUNICATION SERVICES, INC. (MI) filed in this office on November 30, 1999.

IN TESTIMONY WHEREOF, I  
have hereunto set my hand and  
caused to be affixed the Great Seal  
of the state of South Dakota at the  
city of Pierre, the capital, this  
November 30, 1999.



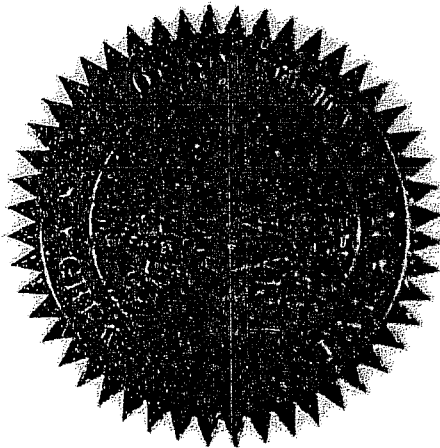
Joyce Hazeltime  
Secretary of State

Fees, \$ 11.00

# 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 **ACN COMMUNICATION SERVICES, INC. (MI)** 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 November 30, 1999.

A handwritten signature in cursive script, reading "Joyce Hazeltine", written over a horizontal line.

**Joyce Hazeltine**  
Secretary of State

# State of South Dakota



**OFFICE OF THE SECRETARY OF STATE**

STATE CAPITOL  
500 E. CAPITOL  
PIERRE, S.D. 57501-5077  
605-773-4845  
FAX (605) 773-4550

RECEIPT NO. RECEIVED

NOV 99

# APPLICATION FOR CERTIFICATE OF AUTHORITY

Pursuant to the provisions of SDCL 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 ACN COMMUNICATION SERVICES, 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 Michigan Federal Taxpayer ID# 15-2427723

(4) The date of its incorporation is April 30, 1999 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

32991 Hamilton Court, Farmington Hills, Michigan Zip Code 48334

mailing address if different from above is: Same

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 c/o C T Corporation System, 313 S. Coteau Zip 57501

and the name of its proposed registered agent in the State of South Dakota at that address is

C T Corporation System

(7) The purposes which it proposes to pursue in the transaction of business in the State of South Dakota are: (state specific purpose) Purchasing and reselling of local and long distance phone services, and paging services.

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

Name	Officer Title	Street Address	City	State	Zip
See attached list of directors and					

(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>60,000</u>	<u>Common</u>	<u>(No series)</u>	<u>No par value</u>

Appendix to South Dakota  
Application for Certificate of Authority

**Directors and Officers of  
ACN COMMUNICATION SERVICES, INC.**

---

1. Greg Provenzano, President and Director  
11515 Vanstory Drive Ste 140  
Huntersville, North Carolina 28078
2. Jayne Diorka, Secretary and Treasurer  
32991 Hamilton Court  
Farmington Hills, Michigan 48334
3. Robert Stevanovski, Director  
11515 Vanstory Drive Ste 140  
Huntersville, North Carolina 28078
4. Anthony Cupisz, Director  
32991 Hamilton Court  
Farmington Hills, Michigan 48334
5. J.D. Sullivan, Director  
32991 Hamilton Court  
Farmington Hills, Michigan 48334
6. David Stevanovski, Director  
32991 Hamilton Court  
Farmington Hills, Michigan 48334
- 7.



Michigan Department of Consumer and Industry Services

Lansing, Michigan

This is to Certify That

ACN COMMUNICATION SERVICES, INC.

was validly incorporated on April 30, 1979, as a Michigan profit corporation, and said corporation is validly in existence under the laws of this State.

This certificate is issued to attest to the fact that the corporation is in good standing in this office as of this date and is duly authorized to transact business or conduct affairs in Michigan and for no other purpose. It is in the usual form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department in the City of Lansing, this 10th day of November, 1979.

Julie Coll

Receipt Number: \_\_\_\_\_

File Number FB023267

**CERT OF AUTHORITY**

For

**ACN COMMUNICATION SERVICES, INC. (MI)**

Filed at the request of:

CT CORPORATION  
GENE MAYER  
319 S COTEAU ST  
Pierre SD 57501

*State of South Dakota*  
*Office of the Secretary of State*

Filed in the office of the Secretary of State on **Tuesday, November 30, 1999**

  
Secretary of State

Fee Received: \$630 60,000 CM @ NO PAR

## **EXHIBIT C**

### **APPLICATIONS PENDING IN OTHER JURISDICTIONS**

States in Which Authorization is Pending

ACN has filed applications in the following states:

Alabama  
Alaska  
Arkansas  
Connecticut  
Florida  
Georgia  
Illinois  
Kansas  
Louisiana  
Maryland  
Minnesota  
Missouri  
Nebraska  
New Jersey  
New Mexico  
New York  
Oklahoma  
South Carolina  
Tennessee  
Vermont  
Wisconsin

ACN also plans on filing applications in additional states.

CONFIDENTIAL

# [L]

**EXHIBIT E**

**TECHNICAL & MANAGERIAL QUALIFICATIONS**

## Key Personnel Experience

### MANAGEMENT

#### **Ms. Kim McDonald** **Chief Operating Officer**

Ms. McDonald is Chief Operating Officer for ACN Communications Services, Inc. ("ACN"). She is responsible for ACN's telecommunications operations and services provided to independent representatives in the United States.

Ms. McDonald has over 15 years of experience in the telecommunications industry. Prior to joining ACN, Ms. McDonald held the position of Vice President of Product Development at IXC Communications, Inc. ("IXC"). Before this position, she was Vice President of Business Operations Development and Retail Service also at IXC. In this position, she headed the implementation of IXC's back-office to support wholesale and retail markets, and led retail acquisition integration. She established the departments, policies and procedures for overseeing customer care, fraud protection, billing, order provisioning, and credit and collections. She was responsible for support systems and training processes for new markets. In addition, she led the product development team to be the first carrier to market with OC-3, OC-12, and OC-48 technologies.

Ms. McDonald began her career with ALLNET Communication Services, Inc. ("ALLNET"), where she rapidly advanced through company management to become Vice President of Customer Sales and Service. At ALLNET, she held several management positions overseeing the following areas: credit and collections; fraud protection; customer care; billing operations; order management; mergers and acquisitions; systems development; business operations development; and product development.

Further, Ms. McDonald is the President, Founding Member and Director for National Telecommunications Data Exchange, Inc., a non-profit organization formed by some of the largest long distance carriers to report bad debt for commercial accounts.

Ms. McDonald obtained a Bachelor of Arts in Communications from the University of Michigan.

#### **Ms. Caroline Roberts** **Vice President, Business and Product Development**

Ms. Roberts is the Vice President of Business and Product Development for ACN. She is responsible for the implementation of new products and business development projects. She devotes a great deal of her time to the US reseller initiative.

Ms Roberts has over nine years of telecommunications experience and has worked throughout the United States for leaders in the industry. Her broad background includes product and business development and implementation. She has worked with wireless companies such as PrimeCo Personal Communications, Bell Atlantic Mobile, and United States Cellular. As a consultant, her responsibilities included start-up operations and consulting for retail integration, telecommunications product deployment, and an international Siebel integration for a PCS start-up company. Ms. Roberts was a key member in Product Management and Marketing for the largest telecommunications PCS launch and post launch product operations. Her Product Management responsibilities included: evaluation of potential products, product scheduling, product definition, developing business case, developing marketing plans, product launch, and product tracking according to corporate financial goals. One of her most notable accomplishments is the deployment of the first commercial Over-the-Air Activation application in PCS or Cellular history. Ms. Roberts was also responsible for launching more than 15 products for two different nationwide wireless carriers.

Ms. Roberts has a Bachelor of Science Degree in Broadcast Management from the College of Communications of the University of Tennessee.

**Mr. Steve T. Hardy**  
**Vice President, Information Technology**

Mr. Hardy joined ACN as Vice President of Information Technology. He oversees the Applications Development, Network Operations, and Billing Functional departments within ACN. His responsibilities also include setting global Information Technology corporate direction for all ACN business units worldwide and participating in the support of the product development cycle and global expansion.

Mr. Hardy has nearly ten years experience in communications and information technology. He spent two years at IXC Communications, Inc. as Director of Retail Operations and Analysis, where he oversaw implementation, management and expansion of the billing, customer service and collections systems for IXC retail acquisitions and multiple IXC long distance resellers. He has extensive experience in creating business plans, participating in product development for new business units and developing competitive analysis and pricing systems. Mr. Hardy also worked as a consultant for Electronic Data Systems ("EDS") where he worked with IXC's on the creative use of billing system functionality to fulfill business requirements. He trained 22 IXC's on billing system functionality using the EDS billing software. His engineering assignments to convert long distance billing systems included designing, coding, testing and maintaining COBOL programs for converting long distance billing systems to the EDS billing platform.

Mr. Hardy obtained a Bachelor's Degree in Finance from Texas A&M University, where he graduated Cum Laude. He also completed a Certified Management Accountant Program, an Accounting and Financial Development Program, and a Systems Engineering Development Program.

**Mr. David Stevanovski**  
**Vice President, New Product Development**

Mr. Stevanovski is the Vice President of New Product Development for ACN. He began his career with ACN working on the implementation of the former Wireless Division (now Paging Division). He also directed the implementation of ACN Canada. More recently, Mr Stevanoski oversaw the product launch of ACN Internet Service and ACN Europe.

Mr. Stevanovski holds a Bachelor of Science in Electrical Engineering from Lawrence Technological University in Southfield, Michigan.

**Ms. Jayne Diorka**  
**Vice President and Corporate Controller**

Ms. Diorka is the Vice President and Corporate Controller for ACN. Among her responsibilities are ACN's corporate finance and accounting functions.

Ms. Diorka has nearly 15 years experience in the telecommunications industry. Ms. Diorka previously held the position of Vice President of Operations and Corporate Controller at Winstar/MIDCOM Communications, Inc. Formerly, while at MIDCOM Communications, Ms. Diorka was Director of Strategic Business Development where she was responsible for implementing a billing system required for MIDCOM Communications to become a long distance reseller. Ms. Diorka also held several management and accounting positions at ALLNET Communications Services, Inc.

Ms. Diorka has a Bachelor of Science in Business Administration from Western Michigan University in Kalamazoo, Michigan.

**Mr. Eric J. Shapiro**  
**Director of Operations**

Mr. Shapiro is the Director of Operations for ACN. His responsibilities include overall operations support for products as well as customer processing and provisioning. He also oversees the sales support for products, and manages operational issues with service providers.

Mr. Shapiro has over twenty years experience in sales, management and marketing within the telecommunications industry. Prior to joining ACN in 1996, he held several management positions with Sprint Corporation, where he was responsible for managing 11 account consultants in charge of providing pre-sales technical support, implementation, project management and on-going post-sales support to national accounts. He was also responsible for selling a full line of telecommunications services, including voice, data and video. He began his career with Western Union Telegraph Co. where he quickly ascended to a management position in which he was responsible for hiring, training and managing a team of 20 sales professionals.

Mr. Shapiro obtained a Bachelor of Science in Business Administration from Wayne State University.

## **TECHNICAL PERSONNEL**

### **Rose Anwar Narang Manager, Applications Development**

Ms. Narang is the Manager of Applications Development at ACN. Her responsibilities include all corporate application development and support, as well as development of the web site and the e-commerce site for the company. Ms. Narang also oversees the recruitment of employees for such positions as developer, analyst, project manager, dba positions, and consultants for short and long term individual projects. She is also responsible for designing the local area network (LAN) and wide area network (WAN) systems for ACN. She also managed the infrastructure design using winframe, metaframe solutions, internet, virtual private networks and remote connectivity solutions for many business solutions in US, Canada, and Europe.

Ms. Narang has more than 10 years of industry experience in managing projects and personnel, as well as proposal writing. She has been extensively involved in the analysis, design, development and implementation of application systems. Prior to joining ACN, Ms. Narang held a position as a SAP integration specialist with Business Systems Consultants. As a Senior Consultant, she was responsible for the overall planning and direction of the company, and the decision-making with regards to certain applications and product areas. Furthermore Ms. Narang held various jobs where she gained major expertise in application development, operation support and customer support. She worked as a team leader, a project manager and project leader at various client sites. Ms. Narang has extensive computer skills in several hardware and software packages.

Ms. Narang's education includes a Bachelors Degree in Architecture from Mangalore University and a Masters Degree in Urban Planning from Wayne State University. She also has a Diploma in Computer Programming from the Computer Exchange in India. She has completed computer training courses in SAP Supply Chain Module/MRP modules and People Tools from PeopleSoft.

### **Mr. John Gerard Cislo Manager, Information Technology Operations**

Mr. Cislo is the Manager of Information Technology Operations at ACN. He is responsible for overseeing all Information Technology Operations activities, including all network infrastructure, network systems software, computer operations, and physical and data security. He is also responsible for telecommunications and desktop support for ACN's United States offices.

Mr. Cislo is an information systems professional with a broad managerial background. He has previously worked as a manager for United Technologies Automotive, where he was responsible for LAN, WAN and Web strategy, implementation and support of an international division. He

also implemented corporate roll-outs of Windows '95 and Internet Access. Further, he established and implemented standard hardware and software configurations as part of a LAN rollout.

Mr. Cislo holds a Bachelor of Arts in Economics from Kalamazoo College and a Secondary Teaching Certificate from Eastern Michigan University. He has also completed some course work towards his Masters Degree at Eastern Michigan University.

**Mr. Gary Van Vliet**  
**Senior Research Analyst**

Mr. Van Vliet is currently employed as a Senior Research Analyst at ACN. He acts as an operations liaison to the Information Technology Department and holds general managerial duties such as assisting in managing relationships with contracted firms and products or services vendors, and assisting in planning implementation of new products and services. He is also responsible for reviewing and establishing business rules for application of account status and revenue information.

Mr. Van Vliet previously worked for MCI Telecommunications, Inc. as a Senior Manager of Information Systems and a Regional Manager of Customer Service and Administration. As a Senior Manager, his responsibilities included creating, staffing and managing a complete data center operation in support of the MCI Midwest Division. He managed the following: IBM mainframe operation; Wang VS system environment supporting 300 position Telemarketing Center; application software development in support of sales and marketing; and application software maintenance. He also oversaw the implementation and management of data exchange between MCI and LECs located in Michigan, Ohio, Indiana, Illinois, and Wisconsin. Further, as a regional manager, his responsibilities included revenue forecasting, product analysis, and call center analysis. He also oversaw system support functions for Customer Service Call Center and implemented the Equal Access process. Furthermore, Mr. Van Vliet attended internal MCI training courses on supervisory skills, human resource issues, and various technology courses.

Mr. Van Vliet graduated from the United States Air Force Institute with a certificate in Advanced Electronics. He also received a certificate in Computer Technology from the Control Data Institute.

**EXHIBIT F**

**TARIFF**

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**SOUTH DAKOTA**  
**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**  
**OF**  
**ACN COMMUNICATION SERVICES, INC.**

This tariff contains the descriptions, regulations, and rates applicable to the furnishing of interexchange telecommunications services provided by ACN Communication Services, Inc. within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission. Copies may be inspected during normal business hours at the Company's principal place of business.

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**ISSUED:**

**EFFECTIVE:**

**ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Farmington Hills, MI 48333

sd10000

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**CHECK SHEET**

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

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL
1	Original *	25	Original *
2	Original *	26	Original *
3	Original *	27	Original *
4	Original *	28	Original *
5	Original *	29	Original *
6	Original *	30	Original *
7	Original *	31	Original *
8	Original *	32	Original *
9	Original *		
10	Original *		
11	Original *		
12	Original *		
13	Original *		
14	Original *		
15	Original *		
16	Original *		
17	Original *		
18	Original *		
19	Original *		
20	Original *		
21	Original *		
22	Original *		
23	Original *		
24	Original *		

\* included in this filing

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## SYMBOLS

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

- C** Changed regulation.
- D** Delete or discontinue.
- I** Change Resulting in an increase to a Customer's bill.
- M** Moved from another tariff location.
- N** New
- R** Change resulting in a reduction to a Customer's bill.
- T** Change in text or regulation.

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## TARIFF FORMAT

**A. Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 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 page version on file with the Commission. For example, the 4th revised Page 14 cancels the 3rd revised Page 14. Because of various suspension periods, deferrals, etc., the most current page number on file with the Commission is not always the tariff page in effect. Consult the Check Sheet for the page 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 pages 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 - TERMS AND ABBREVIATIONS

**ACN** - Used throughout this tariff to refer to ACN Communication Services, Inc.

**Authorization Code** - A pre-defined series of numbers to be dialed by the Customer or End User upon access to the Company's system to notify 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, partnership, corporation or other entity who is authorized by the Customer to be connected to and utilize the Carrier's services under the terms and regulations of this tariff.

**Commission** - Refers to the South Dakota Public Utilities Commission.

**Company or Carrier** - ACN Communication Services, Inc. unless otherwise clearly indicated by the context.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff.

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**SECTION 1 - TERMS AND ABBREVIATIONS, (CONT'D.)**

**End User** - Any person, firm, corporation, partnership or other entity which uses the services of the Company under the provisions and regulations of this tariff. The End User is responsible for payment unless the charges for the services utilized are accepted and paid by another Customer.

**Equal Access** - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, Customers can presubscribe their telephone line(s) to their preferred interexchange carrier.

**LATA** - Local Area of Transport and Access.

**LEC** - Local Exchange Company.

**Personal Identification Number (PIN)** - See Authorization Code.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

**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 may be used for the purpose of rating calls.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of ACN Communication Services, Inc.**

The Company provides long distance message telecommunications service to Customers for their direct transmission of voice, data and other types of telecommunications.

Communications originate when the Customer accesses the Company directly or through the facilities of another carrier via one or more access lines, equal access or on a dial-up basis. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the Customer, to allow connection of a Customer's location to the Company's network. The Customer shall be responsible for all charges due for such service arrangements.

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

**2.2 Use**

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.3** The Company may require applicants for service who intend to use the Company's offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

**2.2.4** A Customer may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Limitations**

- 2.3.1 The Company reserves the right to discontinue service 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 the law.
- 2.3.2 Service is offered subject to the availability of the necessary facilities and equipment, or both facilities and equipment, and subject to the provisions of this tariff.
- 2.3.3 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.
- 2.3.4 Service may be limited or discontinued by the Company, without notice to the Customer, by blocking traffic to certain countries, cities, or NXX exchanges when the Company deems it necessary to take such action to prevent unlawful use of its service. Service will be restored as soon as it can be provided without undue risk.
- 2.3.5 The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- 2.3.6 To the extent that any conflict arises between the terms and conditions of a service agreement or other contract and the terms and conditions of this tariff, the tariff shall prevail.
- 2.3.7 Title to all equipment provided by the Company under this tariff remains with the Company.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Assignment and Transfer**

- 2.4.1** All facilities provided under this tariff are directly or indirectly controlled by ACN and neither the Customer nor Subscriber may transfer or assign the use of service or facilities without the express written consent of the Company. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service. Such transfer or assignment, when permitted, shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.4.2** Customer may request Carrier to assign one or more sub-accounts for billing purposes, and to direct sub-account invoices to Customer's affiliates or other designated entities for payment. Such requests shall not affect the liability of the Customer, who shall remain solely liable to the Company for payment of all invoices for service requested and obtained by Customer, whether invoiced by the Company to the Customer, the Customer's affiliates, or other designated entities.

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4/1/2000

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company**

- 2.5.1** ACN's 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 49-13-1.1 and any other applicable law.
- 2.5.2** 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 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 an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. With respect to any other claim or suit by a Customer or by any others, the Customer indemnifies and saves harmless the Company against claims, losses or suits for injury to or death of any person, or damage to any property which arises from the use, placement or presence of the Company's equipment, facilities and associated wiring of the Customer's premises and further the Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with facilities furnished by the Company and apparatus, equipment and systems provided by the Customer; and against all other claims arising out of any act or omission of the Customer in connection with the services or facilities provided by the Company. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.5 Liability of the Company, (Cont'd.)

- 2.5.4 Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5 The Company is not liable for any act or omission of any other entity furnishing a portion of the service or any acts or omission of the Customer.
- 2.5.6 Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.7 The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.8 The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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**SECTION 2 - RULES AND REGULATIONS. (CONT'D.)****2.6 Customer Responsibility**

- 2.6.1** All Customers assume general responsibilities in connection with the provisions and use of the Company's service. When facilities, equipment, and/or communication systems provided by others are connected to the Company's facilities, the Customer assumes additional responsibilities. All Customers are responsible for the following:
- A.** The Customer is responsible for placing orders for service, paying all charges for service rendered by the Company and complying with all of the Company's regulations governing the service. The Customer is also responsible for assuring that its users comply with regulations.
  - B.** When placing an order for service, the Customer must provide:
    - 1. The names and addresses of the persons responsible for the payment of service charges, and
    - 2. The names, telephone numbers, and addresses of the Customer contact persons.
  - C.** The Customer must pay the Company for the replacement or repair of the Company's equipment when the damage results from:
    - 1. The negligence or willful act of the Customer or user;
    - 2. Improper use of service; and
    - 3. Any use of equipment or service provided by others.
  - D.** After receipt of payment for the damages, the Company will cooperate with the Customer in prosecuting a claim against any third party causing damage.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment For Service****A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

- .1 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;
- .2 any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
- .3 any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. 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.)****2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment For Service****B. Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent in writing within twenty (20) days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**C. Customer Inquiries or Complaints**

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

ACN Communication Services, Inc.  
32991 Hamilton Court  
Farmington Hills, Michigan 48333  
Telephone: (248) 699-4000  
Toll Free: (888) 259-7100  
or

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, South Dakota 57501-5070  
Telephone: (605) 773-3201  
Toll Free: (800) 332-1782

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.3 Taxes and Fees**

- A. All state and local taxes (e.g., gross receipts tax, sales tax, municipal utilities tax) are not included in the rates under this tariff, but shall be listed as separate line items on the Customer's bill.
- B. To the extent that a municipality, other political subdivision or local agency of government, or commission imposes 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, as allowed by law, be billed pro rata to the Customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- C. Service shall not be subject to taxes for a given taxing jurisdiction if the Customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the Customer has been granted a tax exemption.
- D. The Company may adjust its rates or impose additional rates on its Customer to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others. The Company may also adjust its rates or impose additional rates to cover the administrative cost of collecting such charges or paying compensation to other entities. Examples of such programs include, but are not limited to, the Universal Service Fund (USF), the Presubscribed Interexchange Carrier Charge (PICC), and compensation to pay telephone services providers for the use of their pay telephones to access the Company's services.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.4 Late Payment Fees**

A late payment fee of 1.5% per month will be charged on any past due balance. Any applicable late payment fees will be assessed according to the terms and conditions of the Company or its billing agent and pursuant to South Dakota state law.

**2.6.5 Return Check Charge**

Customers will be charged \$20.00 on all checks issued to the Company which are returned due to insufficient funds. At the discretion of the Company, the insufficient funds check charge may be waived under appropriate circumstances (e.g., a bank error).

**2.6.6 Deposits**

The Company does not collect Customer deposits.

**2.6.7 Advance Payments**

The Company does not require advance payments for service.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

### 2.6 Customer Responsibility, (Cont'd.)

#### 2.6.8 Cancellation by Customer

Customers may cancel service verbally or in writing at any time. The Company shall hold the Customer responsible for payment of all charges, including fixed fees, surcharges, etc., which accrue up to the cancellation date. Charges may be avoided by dialing another carrier's access code. In the event the Customer executes a term commitment agreement with the Company, the Customer must cancel service and terminate the agreement in accordance with the agreement terms.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Refunds or Credits for Service Outages or Interruptions**

- 2.7.1** An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative. Credits for service outages or interruptions are subject to the regulations listed below.
- 2.7.2** If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- 2.7.3** Credit allowances for interruption periods which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications systems provided by the Customer, are subject to the general liability provisions set forth in this tariff. It shall be the obligation of the Customer to notify 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 Customer.
- 2.7.4** The Customer shall be responsible for the payment of service charges based upon time and materials for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.7 Refunds or Credits for Service Outages or Interruptions, (Cont'd.)**

- 2.7.5** For purposes of credit computation every month shall be considered to have seven hundred and twenty (720) hours. For services with a monthly recurring charge, no credit shall be allowed for an interruption of continuous duration of less than four (4) hours. The Customer shall be credited for an interruption of four (4) or more hours at the rate of 1/720th of the monthly charge for the services affected for each hour that the interruption continues. The formula used for computation of credits is as follows:

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

A = outage time in hours (must be 4 or more)

B = total monthly recurring charge for affected service.

- 2.7.6** For usage sensitive long distance services, credits will be limited to, a maximum, the price of the Initial Period of the individual call that was interrupted plus any per call charges or surcharges required to reconnect the caller.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Cancellation or Termination of Service by Customer**

- 2.8.1** Customers of presubscribed long distance services may cancel service at any time by providing ACN with written or verbal notification. The Company shall hold the Customer responsible for payment of all bills for service furnished until the cancellation date specified by the Customer or until the date that the cancellation notice is received, whichever is later.

**2.9 Cancellation or Termination of Service by Company**

- 2.9.1** For nonpayment: The Company may terminate service to a Customer or Subscriber for nonpayment of undisputed charges upon five (5) days written notice to the Customer or Subscriber without incurring any liability for damages due to loss of telephone service to the Customer or Subscriber.
- 2.9.2** ACN may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given five (5) days 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 ACN or its agents for the purpose of inspection and maintenance of equipment owned by ACN or its agents.
  - D.** For noncompliance with or violation of Commission regulation or ACN's rules and regulations on file with the Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Cancellation or Termination of Service by Company, (Cont'd.)****2.9.2 Continued**

- E.** Without notice in the event of Customer, Subscriber or Authorized User use of equipment in such a manner as to adversely affect ACN's equipment or service to others.
- F.** Without notice in the event of tampering with the equipment or services owned by ACN or its agents.
- G.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, ACN may, before restoring service, require the Customer or Subscriber 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.
- H.** 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.)****2.10 Interconnection**

Service furnished by ACN may be connected with the services or facilities of other carriers. Such service or facilities are provided under the terms, rates and conditions of the other carrier. The Customer is responsible for all charges billed by other carriers for use in connection with ACN's service. Any special interface equipment or facilities necessary to achieve compatibility between carriers is the responsibility of the Customer.

**2.11 Terminal Equipment**

The Company's facilities and service may be used with or terminated in terminal equipment or communications systems such as a PBX, key system, single line telephone, or pay telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of ACN's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry.

**2.12 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities or equipment provided by the Company shall be made available to the Company for such tests and adjustments as may be necessary for their maintenance in a condition satisfactory to the Company. No interruption allowance shall be granted for the time during which such tests and adjustments are made, unless such interruption exceeds twenty-four hours in length and credit for the interruption is requested by the Customer.

**2.13 900, 976 and 700 Numbers**

The Company does not provide 900, 976 or 700 number services. Customer calls placed to these numbers are routed to the local or long distance carrier providing the service. Customers may contact their local exchange carrier or the carrier providing the service to request blocking of access to these numbers.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.14 Toll Free Services**

- 2.14.1** The Company will make every effort to reserve toll free (i.e., "800/888") vanity numbers for Customers, but makes no guarantee or warranty that the requested number(s) will be available.
- 2.14.2** The Company will participate in porting toll free numbers only when all charges incurred as a result of the toll free number have been paid.
- 2.14.3** Toll free numbers shared by more than one Customer, whereby individual Customers are identified by a unique Personal Identification Number, 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 Responsible Organization or toll free service provider for toll free numbers dedicated to the sole use of that single Customer.
- 2.14.4** If a Customer who has received a toll free number does not subscribe to toll free service within thirty (30) days, the Company reserves the right to make the assigned number available for use by another Customer.

**2.15 Other Rules**

The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities of NXX exchanges, or by blocking calls using certain Personal Identification Numbers 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.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Farmington Hills, MI 48333

sdi0000

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### SECTION 3 - SERVICE DESCRIPTIONS AND RATES

#### 3.1 General

ACN provides direct dialed outbound, inbound, travel card and access to directory assistance for communications originating and terminating within the state. 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 through the Company's network. Charges may vary by service offering, mileage band, class of call, time of day, day of week and/or call duration. Customers are billed based on their use of ACN's services and network.

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ISSUED:

EFFECTIVE:

ISSUED BY:

Caroline Roberts, Vice President Business & Product Development

---

### SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)

#### 3.2 Timing of Calls

Billing for calls placed over the ACN network is based in part on the duration of the call as follows, unless otherwise specified in this tariff:

- 3.2.1 Timing of each call begins when the called station is answered (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for calls ends when one of the parties disconnects from the call.
- 3.2.3 The initial and additional billing increments are stated in the description of each service.
- 3.2.4 The Company will not knowingly bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, ACN will reasonably issue credit for the call.

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ISSUED:

EFFECTIVE:

ISSUED BY:

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Farmington Hills, MI 48333

sd10000

**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)**

**3.3 Rate Periods**

The Company does not offer time-of-day discounts.

**3.4 Calculation of Distance**

The Company does not offer mileage-sensitive services.

**3.5 Holidays**

The Company does not offer Holiday discounts.

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.6 Public 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. This 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 service accessed from the pay telephone.

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

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

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

Rate per Call

\$0.24

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Farmington Hills, MI 48333

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.7 Outbound Services**

Outbound Service is the direct dialing of a destination telephone number from the Customer's telephone lines automatically presubscribed to the Company. Calls are completed by dialing 1 + the destination telephone number. Calls are billed in one (1) second increments after an initial period, for billing purposes, of sixty (60) seconds. Rates are not mileage nor time-of-day sensitive.

**3.7.1 Plan 1**

Plan 1 is available to both commercial and residential Customers for outbound calling from lines presubscribed to the Company.

Rate Per Minute:	<u>InterLATA</u>	<u>IntraLATA</u>
	\$0.15	\$0.15

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**ISSUED:****EFFECTIVE:****ISSUED BY:**Caroline Roberts, Vice President Business & Product Development  
32901 Hamilton Court

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES. (CONT'D.)****3.8 Toll Free Services**

Toll Free Service is an inbound telecommunications service which permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten-digit telephone number which terminates at the Customer's location. Toll Free Services originate via normal shared use facilities and are terminated via the Customer's local exchange service line.

The Company will reserve such numbers on a first-come first-served basis. All requests for Toll Free Service number reservations must be written, dated and signed by the Customer. The Company does not guarantee the availability of numbers until assigned. The requested Inbound Service telephone numbers, if available, will be reserved for and furnished to the Customer.

If a Customer who has received a Toll Service number does not subscribe to Toll Free Service within thirty (30) days, the Company reserves the right to re-assign the number to another Customer.

Rates are not mileage or time-of-day sensitive. Calls are billed in one (1) second increments after a minimum call duration for billing purposes of sixty (60) seconds.

**3.8.1 Standard Toll Free Service**

	<u>InterLATA</u>	<u>IntraLATA</u>
Rate Per Minute:	\$0.15	\$0.15

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Farmington Hills, MI 48333

S000000

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**SECTION 3 - SERVICE DESCRIPTIONS AND RATES, (CONT'D.)****3.9 Calling Card Service**

Calling Card Service is available to Customers subscribing to any one of the Company's Outbound Services. Calling Card Service is designed for placing calls while away from home or office. Calls are originated by dialing a toll-free access number, followed by an account identification number and personal identification number. Calls may originate from standard residential, business or pay telephone access lines and may terminate to any interstate or intrastate location. Calls are billed in sixty (60) second increments after an initial period for billing purposes of sixty (60) seconds.

Per Minute Rate:	\$0.30
Per Call Charge:	\$0.99

**3.10 Directory Assistance**

Directory Assistance is available to ACN Customers. Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Per Call Charge:	\$0.95
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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Farmington Hills, MI 48333

v40000

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**SECTION 4 - PROMOTIONS****4.1 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.

**4.2 Promotions - General**

From time to time, the Carrier 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. Such promotional offerings will be filed with the Commission.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Sioux Falls, SD 57105

410000

**EXHIBIT G**  
**VERIFICATION**

**VERIFICATION**

\_\_\_\_\_  
STATE OF MICHIGAN )

COUNTY OF OAKLAND ) ss  
\_\_\_\_\_)

I, Jayne Diorka, declare under penalty of perjury that I am Vice President, Treasurer and Secretary of ACN Communication Services, Inc., applicant in the subject proceeding; that I have read the foregoing application and exhibits and know the contents thereof; that the same are true of my own knowledge, except as to the matters which are therein stated on information or belief, and as to those matters I believe them to be true.

By: Jayne Diorka  
Jayne Diorka  
Vice President, Treasurer  
and Secretary

Subscribed and sworn to before me  
this 24<sup>th</sup> day of January, 2000

L. M. Leyaltt  
Notary Public

My Commission Expires: 2-24-04

REBOUL, MacMURRAY,  
HEWITT, MAYNARD & KRISTOL

(BUSINESS ACCOUNT)  
1111 19TH STREET, N.W., SUITE 408  
WASHINGTON, D.C. 20036

CREDITAR BANK  
WASHINGTON, D.C.  
15-62-540

PAY TO THE  
ORDER OF

Public Utilities Commission of South Dakota

Two Hundred and Fifty Dollars and 00/100

250.00

1/24/00

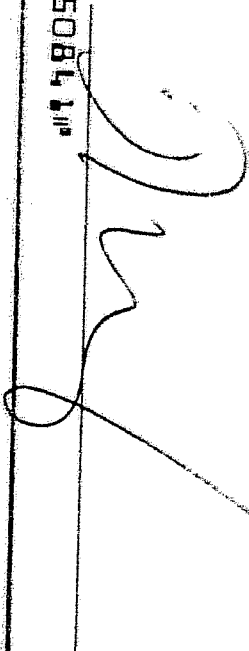
5024

DOLLARS

MEMO

Filing Fee

"00005024" 1:0540005221: 206650841"



REBOUL, MacMURRAY,  
HEWITT, MAYNARD & KRISTOL

(BUSINESS ACCOUNT)  
1111 19TH STREET, N.W., SUITE 408  
WASHINGTON, D.C. 20036

CREDIT BANK  
WASHINGTON, D.C.

PAY TO THE  
ORDER OF

Public Utilities Commission of South Dakota

1/24/00

250.00

Two Hundred and Fifty Dollars and 00/100

MEMO Filing Fee

000050240100940005220 20669081



**South Dakota Public Utilities Commission**  
**WEEKLY FILINGS**

**For the Period of January 20, 2000 through January 26, 2000**

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

**TC00-003 In the Matter of the Application of ACN Communication Services, Inc. for a  
Certificate of Authority to Provide Telecommunications Services in South  
Dakota.**

ACN Communication Services, Inc. is seeking a Certificate of Authority to provide resold interexchange telecommunication services in South Dakota. ACN plans to provide direct dial toll free and calling card services with access to directory assistance to residential and business customer.

Staff Analyst: Keith Senger  
Staff Attorney: Camron Hoseck  
Date Filed: 01/25/00  
Intervention Date: 02/11/00

**TC00-004 In the Matter of the Order for a List of OLS, Inc. Subscribers.**

At its December 28, 1999, meeting, the Public Utilities Commission (Commission) voted unanimously to order OLS, Inc. (OLS) to provide the Commission with a list of all of its current South Dakota subscribers pursuant to SDCL 49-31-95. SDCL 49-31-95 provides that if the Commission receives more than two complaints within thirty days alleging unauthorized switching or billing of subscribers, the Commission may require the company complained against to provide the Commission with a complete list of its current subscribers, including the subscribers' billing addresses. Since September 1, 1999, the Commission has received 31 formal complaints and 536 informal complaints against OLS alleging the unauthorized switching or billing of subscribers. The Commission has ordered OLS to provide the list on or before February 8, 2000.

Staff Analyst: Leni Healy  
Staff Attorney: Karen Cremer  
Date Filed: 01/26/00  
Intervention Deadline: NA

You may receive this listing and other PUC publications via our website or via internet e-mail.  
You may subscribe or unsubscribe to the PUC mailing lists at <http://www.state.sd.us/puc/>

45 ROCKEFELLER PLAZA  
NEW YORK, N.Y. 10111

1111 NINETEENTH STREET, N.W.

WASHINGTON, D. C. 20036

TELEPHONE: (202) 429-0004

TELECOPIER: (202) 429-8743

SUITE 1500

1801 CENTURY PARK EAST

LOS ANGELES, CALIF. 90045

TELEPHONE: (310) 551-3011

TELECOPIER: (310) 551-3011

February 10, 2000

Keith Senger  
Utility Analyst  
South Dakota Public Utilities Commission  
State Capitol Building  
500 East Capitol Avenue  
Pierre, South Dakota 57501-5070

**VIA FEDERAL EXPRESS**

RECEIVED

FEB 11 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Re: Docket No. TC00-003: Response to Data Request for Application  
of ACN Communication Services, Inc. for a Certificate of Authority  
to Provide Telecommunications Services in South Dakota

Dear Mr. Senger:

In response to your data request for additional information with respect to the application of ACN Communication Services, Inc. ("ACN") for a Certificate of Authority to provide telecommunications services in South Dakota, ACN hereby submits the following:

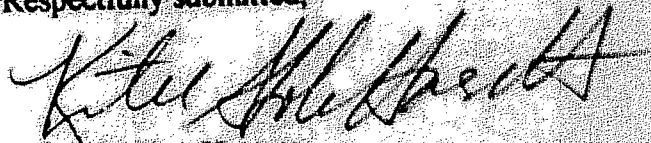
1. ACN has never been denied registration or certification to provide any telecommunications services in any state.
2. Currently, ACN does not have any brochures used to assist in the sale of its services.
3. ACN will only be providing competitive services within South Dakota.
4. No complaints have been filed against ACN 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.
5. ACN agrees to the restrictions of the Public Utilities Commission ("PUC") and will not offer prepaid calling cards or collect customer deposits and advanced

payments. Original page 17 of ACN's proposed tariff that was filed with ACN's application on January 25, 2000 states that ACN does not collect deposits or require advanced payments. Furthermore, prior to offering prepaid calling cards or collecting customer deposits or advanced payments, ACN will appear before the PUC to request that the these restrictions be removed.

6. Please refer to the attached revised tariff pages.
7. Please refer to the attached revised tariff pages.
8. Please refer to the attached revised tariff pages.
9. Please refer to the attached revised tariff pages.

If you have any questions concerning these responses, please address those questions to the undersigned at (202) 429-0004.

Respectfully submitted,



Kristie Stokes Hassett

Counsel for ACN Communication Services, Inc.

Enclosure

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company**

- 2.5.1** ACN's 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 49-13-1.1 and any other applicable law.
- 2.5.2** 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 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 an Act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.
- 2.5.3** Indemnification - The Company's liability, if any, for its gross negligence or willful misconduct is not limited by this tariff. The Customer indemnifies and saves harmless the Company against claims for libel, slander, invasion of privacy or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities of the Company or the use thereof by the Customer; against claims for infringement of patents arising from combining with or using in connection with, facilities furnished by the Company and apparatus, equipment and systems provided by the Customer. No agents or employees of other carriers shall be deemed to be agents or employees of the Company.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Liability of the Company, (Cont'd.)**

- 2.5.4** Defacement of premises: No liability shall attach to the Company by reason of any defacement or damage to the Customer's premises resulting from the existence of the Company's equipment or facilities on such premises, or by the installation or removal thereof, when such defacement or damage is not the result of the negligence of the Company or its employees.
- 2.5.5** Service furnished by the Company may be interconnected with the services or facilities of other carriers or private systems. However, service furnished is provided solely by the Company and is not a joint undertaking with other parties.
- 2.5.6** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Personal Identification Numbers issued for use with the Company's services.
- 2.5.7** The Company shall not be liable for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of authorization codes of communications equipment. The unauthorized use of communications equipment includes, but is not limited to, the placement of calls from the Customer's premises, and the placement of calls through equipment controlled and/or provided by the Customer that are transmitted over the company's network without the authorization of the Customer. The Customer shall be fully liable for all such usage charges.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment For Service****A. Responsibility for Charges**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. In particular and without limitation to the foregoing, the Customer is responsible for any and all cost(s) incurred as the result of:

1. 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;
2. any and all use of the services provided by the Company, including calls which the Customer did not individually authorize;
3. any calls placed by or through the Customer's equipment via any remote access feature(s);

Charges for installations, service connections, moves and rearrangements are payable upon demand to the Company or its authorized agent. Billing thereafter will include recurring charges and actual usage as defined in this tariff.

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.6 Customer Responsibility, (Cont'd.)****2.6.2 Billing and Payment For Service****B. Disputed Charges**

Any objections to billed charges must be reported to the Company or its billing agent in writing within 180 days of the closing date printed on the invoice or statement issued to the Customer. Adjustments to Customers' account shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

**C. Customer Inquiries or Complaints**

Customer inquiries or complaints regarding service or billings may be made in writing or phone to:

ACN Communication Services, Inc.  
32991 Hamilton Court  
Farmington Hills, Michigan 48333  
Telephone: (248) 699-4000  
Toll Free: (888) 259-7100  
or

Customers may contact the South Dakota Public Utilities Commission if he or she is dissatisfied with the Company's response. The Commission can be reached at:

South Dakota Public Utilities Commission  
500 East Capitol  
Pierre, South Dakota 57501-5070  
Telephone: (605) 773-3201  
Toll Free: (800) 332-1782  
TTY: (800) 877-1113

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**ISSUED:****EFFECTIVE:****ISSUED BY:**

Caroline Roberts, Vice President Business & Product Development  
32991 Hamilton Court  
Farmington Hills, MI 48333

sdi0000

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

<b>IN THE MATTER OF THE APPLICATION OF )</b>	<b>ORDER GRANTING</b>
<b>ACN COMMUNICATION SERVICES, INC. FOR )</b>	<b>CERTIFICATE OF</b>
<b>A CERTIFICATE OF AUTHORITY TO PROVIDE )</b>	<b>AUTHORITY</b>
<b>TELECOMMUNICATIONS SERVICES IN )</b>	
<b>SOUTH DAKOTA )</b>	<b>TC00-003</b>

On January 25, 2000, 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 ACN Communication Services, Inc. (ACN).

ACN proposes offering interLATA and intraLATA toll resale services including direct dialed outbound, inbound toll free, calling card and directory assistance to residential and business customers. A proposed tariff was filed by ACN. The Commission has classified long distance service as fully competitive.

On January 27, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of February 11, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its February 29, 2000, meeting, the Commission considered ACN's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that ACN 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 SDCL Chapter 49-31, specifically 49-31-3 and ARSD 20:10:24:02 and 20:10:24:03. The Commission finds that ACN has met the legal requirements established for the granting of a certificate of authority. ACN 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 ACN's application for a certificate of authority, subject to the condition that ACN 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 ACN's application for a certificate of authority is hereby granted, effective March 25, 2000, subject to the condition that ACN not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 6<sup>th</sup> day of March, 2000.

**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: Debraine Kalbs

Date: 3/8/00

(OFFICIAL SEAL)

**BY ORDER OF THE COMMISSION**

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

## CERTIFICATE OF AUTHORITY

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

Authority was Granted February 29, 2000, effective March 25, 2000  
Docket No. TC00-003

*This is to certify that*

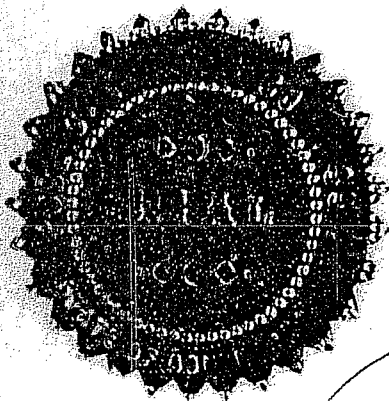
**ACN COMMUNICATION SERVICES, INC.**

*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 6<sup>th</sup> day of March, 2000.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:



*James A. Burg*  
JAMES A. BURG, Chairman

*Pam Nelson*  
PAM NELSON, Commissioner

*Laska Schoenfelder*  
LASKA SCHOENFELDER, Commissioner