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Confidential #9-08501

TC00-000

HARBOR CONSULTING GROUP INC.
REGULATORY CONSULTANTS

3220 UDDENBERG LANE, SUITE 4
GIG HARBOR, WASHINGTON 98335

STACEY A. KLINZMAN

TELEPHONE: 253.851.6700
FACSIMILE: 253.851.6474
EMAIL: SKLINZMAN@HARBOR-GROUP.COM

RECEIVED

FEB 13 2000

February 7, 2000

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

VIA OVERNIGHT DELIVERY

Mr. William Bullard, Jr.
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: United Communications HUB, Inc. ("the Company") - Application for a
Certificate of Public Convenience and Necessity

Dear Mr. Bullard:

Enclosed for filing are an original and ten (10) copies of the Company's Application for a Certificate of Public Convenience and Necessity to provide intrastate long distance telecommunications services within the State of South Dakota and proposed tariff. Also enclosed is a check in the amount of \$250.00 to cover the cost of filing.

The Company has submitted in a sealed envelope, labeled with a confidential sticker, the financial statements requested in ARSD Section 20:10:24.02(1) as Exhibit A to the original application only. The Company requests that the Commission treat the financials as confidential information, to be used by the staff of the South Dakota Public Utilities Commission only. The Company has also submitted its certificate of authority to conduct business in South Dakota as Exhibit C to the application.

South Dakota Public Utilities Commission
February 7, 2000
Page 2 of 2

Please acknowledge receipt of this filing by file-stamping and returning the extra copy of this cover letter in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to me by telephone, facsimile or e-mail, at the telephone numbers and e-mail address noted on page one of this letter.

Sincerely,

Harbor Consulting Group Inc.



Stacey A. Klinzman
Senior Consultant

Enclosures

cc: United Communications HUB, Inc.

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of United Communications HUB, Inc. for)
a Certificate of Authority to Provide) No. _____
Intrastate Telecommunications)
Service on a Resold Basis in the)
State of South Dakota.)

APPLICATION

United Communications HUB, Inc. ("Applicant"), a privately-held corporation, organized under the laws of the State of California, hereby applies for a Certificate of Authority to provide intrastate interexchange telecommunications services within the State of South Dakota on a resold basis, pursuant to SDCL 49-13-3. In support of its application, Applicant provides the following information pursuant to the Department of Commerce and Regulation, ARSD

20:10:24:02:

A. Section 20:10:24:02(1):

Applicant's name, address, telephone number and facsimile number are:

United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
Telephone: (626) 683-8383
Facsimile: (626) 683-3789

B. Section 20:10:24:02(2):

Applicant will provide its service as United Communications HUB, Inc.

C. Section 20:10:24:02(3):

(3)(a). Applicant is a privately held corporation organized under the laws of the

C. Section 20:10:24:02(3) continued:

State of California on February 22, 1999. A copy of Applicant's Certificate of Authority to transact business in South Dakota will be sent under separate cover.

(3)(b). Applicant will not establish an office in the State of South Dakota. Its current registered agent is:

CT Corporation System
319 South Coteau Street
Pierre, South Dakota 57101

(3)(c). The names and addresses of entities or individuals holding a 20 percent or greater ownership interest in the Applicant and the amount and character of the ownership or management interest are:

<u>Name</u>	<u>Percentage</u>	<u>Form</u>
The Wilcox Trust 6520 Platt Avenue West Hills, CA 91307	71.59%	Shares of stock

(3)(d). Applicant does not own nor control any subsidiaries.

D. Section 20:10:24:02(4):

The Applicant is not a partnership.

E. Section 20:10:24:02(5):

Applicant is a non-facilities-based interexchange telecommunications resale provider proposing to offer "1 Plus", 800, travel card and dedicated interexchange telecommunications services throughout the State of South Dakota. Applicant's services will be available to customers twenty-four hours per day, seven days per week, at rates, terms and conditions set by Applicant. Applicant does not propose to offer alternative operator services.

E. Section 20:10:24:02(5) continued:

All network facilities are the property of, and controlled by Applicant's underlying carrier, Qwest.

Applicant's local access is provided as part of the network services purchased from Applicant's underlying carrier, Qwest.

Applicant's services are meant to compete directly with services provided by other interexchange carriers authorized to provide such services by the Commission. As a non-facilities-based reseller, Applicant is able to pass on significant savings to its customers through volume purchase discounts provided by an underlying carrier, enabling customers to obtain attractive interexchange service rates.

F. Section 20:10:24:02(6):

As a non-facilities-based provider of telecommunications services, Applicant relies solely on the networks of its underlying carrier, Qwest, for local access, switching and transport. Applicant's services will be available twenty-four hours per day, seven days per week.

G. Section 20:10:24:02(7):

Applicant's service will be available throughout the State of South Dakota. Because Applicant is not limited by "service boundaries," no map is included.

H. Section 20:10:24:02(8):

Applicant's financial statements are attached as **Exhibit A**. Applicant will require no additional debt to finance its operations in South Dakota. As a privately-held corporation, Applicant does not issue an annual report or report to stockholders. Applicant's terms and conditions of service are included in its tariff, which is attached as **Exhibit B**.

I. Section 20:10:24:02(9):

Correspondence and communications concerning this Application and tariff should be directed to:

Mr. Brent F. Dille
Director – Regulatory Compliance
Harbor Consulting Group Inc.
3220 Uddenberg Lane, Suite 4
Gig Harbor, WA 98335
Telephone: 253.851.6700
Facsimile: 253.851.6474

Official point of contact for the on-going operations of the company and inquiries from the Commission is:

Mr. Larry Wilcox, President
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
Telephone: (626) 683-8383
Facsimile: (626) 683-3789

Customers' inquiries and complaints may be directed to:

Karen Sharborough
225 South Lake Avenue, Suite 705
Pasadena, CA 91106
Customer Service: 800.862.9970

Customer service representatives are available from 8:00 AM to 5:00 PM Pacific Standard Time and may be reached at 800.862.9970.

J. Section 20:10:24:02(10):

Applicant is currently certified to do business in California, Colorado, Indiana, Iowa, Montana, Utah, and Virginia. Applicant intends to become certified to do business in all fifty (50) states.

K. Section 20:10:24:02(11):

Applicant plans to market its services through agents and affinity groups. Applicant is solely responsible for development of all marketing material provided to prospective customers.

L. Section 20:10:24:02(12):

Not applicable. Applicant's service is a competitive service.

In conclusion, Applicant submits the following reasons in support of its belief that the public interest will be served by the approval of this Application:

While providing its customers with cost advantages realized by the resale of communications facilities, Applicant's service will necessarily utilize existing carrier communications facilities more efficiently through increased usage and provide greater revenues for local exchange carriers by way of additional access purchase through other carriers.

Commission approval of this Application will bring the following long-term benefits to the public:

- (i) greater value to customers through lower-priced, better quality services;
- (ii) innovative telecommunications services;
- (iii) increased consumer choice in telecommunications service and alternative billing options;
- (iv) efficient use of existing telecommunications resources, as well as increased diversification and reliability in the supply of telecommunications services;
- (v) an additional tax revenue source for the State of South Dakota; and
- (vi) additional access revenues to local exchange providers.

WHEREFORE, United Communications HUB, Inc. respectfully requests the South Dakota Public Utilities Commission grant to it a Certificate of Authority to provide the aforementioned competitive intrastate telecommunications resale services within the State of South Dakota.

Respectfully submitted this 8 day of ^{Dec}~~November~~, 1999. ^{lw}

United Communications HUB, Inc.

By:


Larry Wilcox, President

VERIFICATION OF APPLICANT

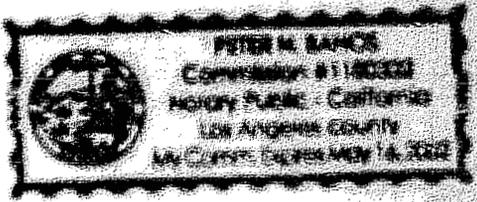
STATE OF CALIFORNIA)
COUNTY OF Los Angeles) ss. _____

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

Larry Wilcox
Larry Wilcox, President

Subscribed and sworn to before me this 8 day of ^{hw}~~November~~ December, 1999.

Peter M. Banks
Notary Public in and for the State of California,
residing at: 750 E. GREEN 301
PASADENA CA 91101



My commission expires 5/14/2002

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF SOUTH DAKOTA

In the Matter of the Application)
of United Communications HUB, Inc. for)
a Certificate of Authority to Provide) No. _____
Intrastate Telecommunications)
Service on a Resold Basis in the)
State of South Dakota.)

LIST OF EXHIBITS

EXHIBIT A	FINANCIAL STATEMENTS
EXHIBIT B	PROPOSED TARIFF
EXHIBIT C	CERTIFICATE OF AUTHORITY

EXHIBIT A

FINANCIAL STATEMENTS

(Attached)

CONFIDENTIAL

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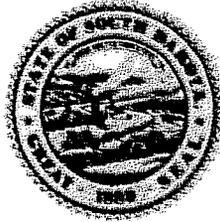
EXHIBIT B

PROPOSED TARIFF
(Attached)

EXHIBIT C

CERTIFICATE OF AUTHORITY

State of South Dakota



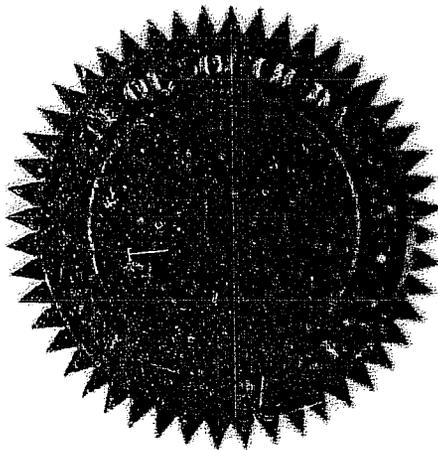
OFFICE OF THE SECRETARY OF STATE

Certificate of Authority

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **UNITED COMMUNICATIONS HUB, INC. (CA)** to transact business in this state duly signed and verified pursuant to the provisions of the South Dakota Corporation Acts, have been received in this office and are found to conform to law.

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State of South Dakota, at Pierre, the Capital, this January 20, 2000.



A handwritten signature in cursive script, reading "Joyce Hazeltine".

Joyce Hazeltine
Secretary of State

TELECOMMUNICATIONS TARIFF

OF

UNITED COMMUNICATIONS HUB, INC.

225 South Lake Avenue, Suite 705, Pasadena, CA 91101

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by United Communications HUB, Inc. ("the Company") within the State of South Dakota. This Tariff is on file with the South Dakota Public Utilities Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 225 South Lake Avenue, Suite 705, Pasadena, CA 91101.

Issued:

Effective Date

Issued By:

Larry Wilcox

United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.633.3383

CHECK SHEET

The Sheets 1 through 30 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	Original
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original	29	Original
10	Original	30	Original
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued:

Issued By:

Effective Date

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

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 Pasadena, CA 91101
 626.683.8383

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Pasadena, CA 91101
626.683.8383

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

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TARIFF FORMAT

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

Issued:

Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date:

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by United Communications HUB, Inc. between various locations within the State of South Dakota.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

Issued:

Effective Date:

Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

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

Called Station:

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

Commission:

South Dakota Public Utilities Commission

Company:

United Communications HUB, Inc.

Credit Card:

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

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Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

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

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

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

Subscriber:

See "Customer" definition.

Travel Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

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

2.2. LIMITATIONS OF SERVICE

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

Issued:

Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE, Continued**

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

2.3. USE

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

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SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

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

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

2.4. LIABILITIES OF THE COMPANY

2.4.1. The Company will not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities to the extent that such damages are caused by the negligence of the Customer.

Issued:

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

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Customer shall be liable, to the extent permissible under South Dakota law, for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment.

Issued:

Effective Date

Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 2 - RULES AND REGULATIONS, Continued**2.5. INDEMNITY**

Subject to the limitations of liability set forth in Section 2.4 hereof, the Company and the Customer shall defend, indemnify, and hold each other harmless from and against any and all claims to the extent that such claims were proximately caused by any negligent or willful act or omission by the party from whom indemnity is sought, or by the agents, employees, subcontractors or assignees of the party from whom indemnity is sought, in connection with use of the Services. The indemnifying party under this Section shall defend the other at the other's request against any such claim. The party seeking indemnification under this Section must notify the other promptly of written claims or demands for which the indemnifying party may be responsible. The Company and the Customer, as the case may be, shall cooperate fully with the other in the course of such indemnification, and the indemnifying party shall control such defense and the right to litigate, settle, appeal, provided it pays the cost of any required appeal bond, compromise or otherwise deal with any such claim or resulting judgment, provided that such settlement, compromise or other resolution of said claim does not result in any liability to the indemnified party.

2.6. FULL FORCE AND EFFECT

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

Issued:
Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date

SECTION 2 - RULES AND REGULATIONS, Continued

2.7. INTERRUPTION OF SERVICE

- 2.7.1. Credit allowance for interruptions of service which are not due to Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment and/or communications equipment provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Company of any interruptions of service. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission of the Customer, not within the Customer's control.
- 2.7.2. For purposes of credit computation for leased facilities, every month shall be considered to have 720 hours. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours.
- 2.7.3. The subscriber shall be credited for an interruption of two (2) hours or more at the rate of 1/720th of the monthly charge for the facilities affected for each hour or major fraction thereof that the interruption continues.

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

A - outage time in hours

B - total monthly charge for affected utility

Issued:

Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date

SECTION 2 - RULES AND REGULATIONS, Continued

2.8. RESTORATION OF SERVICE

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

2.9. MINIMUM SERVICE PERIOD

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

2.10. PAYMENTS AND BILLING

- 2.10.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.10.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.10.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

- 2.10.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.10.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.862.9970. Customer service representatives are available from 8:00 AM to 5:00 PM Pacific Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.
- 2.10.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:
- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.10. PAYMENTS AND BILLING, Continued

2.10.6., Continued

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

The address and telephone number of the Commission are:

South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Telephone: (800) 332-1782
TTY (800) 877-1113

2.11. CANCELLATION BY CUSTOMER

- 2.11.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.11.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY CUSTOMER, Continued

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

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

2.12. CANCELLATION BY COMPANY

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

- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
- B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

2.12.1., Continued

- C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
- D. For unlawful use of the service or use of the service for unlawful purposes; or
- E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.

2.12.2. Company may discontinue service according to the following conditions upon five (5) days' notice:

- A. For violation of Company's filed tariffs; or
- B. For the non-payment of any proper charge as provided by Company's Tariff; or
- C. For Customer's breach of the contract for service between the utility and Customer.

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SECTION 2 - RULES AND REGULATIONS, Continued

2.12. CANCELLATION BY COMPANY, Continued

- 2.12.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.
- 2.12.4. The Company may refuse to permit collect calling, Travel Card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.13. INTERCONNECTION

- 2.13.1. Service furnished by Company may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Company. Any special interface of equipment or facilities necessary to achieve compatibility between the facilities of Company and other participating carriers shall be provided at the Customer's expense.
- 2.13.2. Interconnection between the facilities or services of other carriers shall be under the applicable terms and conditions of the other carriers' tariffs. The Customer is responsible for taking all necessary legal steps for interconnecting Customer-provided terminal equipment or communications equipment with Company's facilities. The Customer shall secure all licenses, permits, rights-of-way and other such arrangements necessary for interconnection.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advance payments.

2.15. CREDIT LIMIT

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

2.16. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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Issued By:

Larry Wilcox
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SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services except calling card service is eighteen (18) seconds with six (6) second billing increments thereafter. Minimum call duration for calling cards is thirty (30) seconds with thirty (30) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

3.2. UC HUB TELECOMMUNICATIONS SERVICES

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

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Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE, Continued

3.2. UC HUB TELECOMMUNICATIONS SERVICES, Continued

- 3.2.2 **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- 3.2.3 **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.2.4 **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Travel Card calls and appear on the Customer's monthly long-distance bill.

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225 South Lake Avenue, Suite 705

Pasadena, CA 91101

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Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE, Continued**3.3. PROMOTIONS**

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

Issued:

Issued By:

Effective Date:

Larry Wilcox

United Communications HUB, Inc.

225 South Lake Avenue, Suite 705

Pasadena, CA 91101

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SECTION 4 - RATES

4.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

4.1.1. Switched Access Services

A. One Plus Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0443	\$0.0148

B. Toll Free Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0330	\$0.0110

There is a \$4.95 toll free number storage fee.

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

Customers must provide facilities to the nearest point of presence.

A. Dedicated One Plus Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0279	\$0.0093

B. Dedicated Toll Free Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0279	\$0.0093

There is a \$4.95 toll free number storage fee.

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Effective Date:

SECTION 4 – RATES, Continued**4.1. SERVICE CHARGES, Continued****4.1.3. Travel Card Services**

Travel card charges are billed in thirty (30) second increments with a thirty (30) second minimum per call.

Initial 30 Seconds	Additional 30 Seconds
\$0.0745	\$0.0745

There is a \$0.25 surcharge for calls originating from a pay telephone.

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

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

Directory Assistance, per call \$1.30

4.3 SURCHARGE

The Company will assess the following surcharges on switched and dedicated access calls originating and terminating outside of the U.S. West service area.

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

4.4 INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

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United Communications HUB, Inc.
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Effective Date:

EXHIBIT C

CERTIFICATE OF AUTHORITY

2773

UC HUB
10 APPALOOSA LN. 818-887-9820
WEST HILLS, CA 91307

16-01/1220

DATE 12/15/97

PAY TO THE ORDER OF South Dakota Public Utilities Commission \$ 250.00

Two Hundred Fifty 00/100 DOLLARS

UNION BANK OF CALIFORNIA
WARNER CENTER #129
5655 TONYUCA CANYON BLVD., WOODLAND HILLS, CA 91367
800 238 4486

Wang Wiley

FOR ⑆002773⑆ ⑆122000496⑆ ⑆290042948⑆

South Dakota Public Utilities Commission

WEEKLY FILINGS

For the Period of February 3, 2000 through February 9, 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

CONSUMER COMPLAINTS

CT00-032 In the Matter of the Complaint filed by Margie Gertsen, Watertown, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

The Complainant indicates that a telemarketer identified himself as a representative of her long distance company wanting to combine her billing. As a result of that call her service was switched. The Complainant requests that something be done so this does not continue to happen.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Filed: 02/04/00
Intervention Deadline: NA

CT00-033 In the Matter of the Complaint filed by Dale Hilgemann, Aberdeen, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Practices.

The Complainant indicates that his long distance service was switched without authorization. The Complainant requests that all charges be removed, and there be an imposition of fines and penalties.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Filed: 02/04/00
Intervention Deadline: NA

CT00-034 In the Matter of the Complaint filed by Kathleen C. Glynn, Watertown, South Dakota, against OLS, Inc. Regarding Switching Telecommunications Services Through Deceptive Tactics.

The Complainant claims she was contacted by a telemarketer to switch her long distance service. The Complainant indicates that she requested information in writing and did not agree to switch service. For a resolution, the Complainant requests that her account be closed, all charges be removed and there be an imposition of appropriate laws.

Staff Analyst: Leni Healy
Staff Attorney: Karen Cremer
Date Filed: 02/02/00
Intervention Deadline: NA

CT00-035 In the Matter of the Complaint filed by Gordon Wilkerson, Manager, on behalf of Sioux Falls Stockyards Co., Sioux Falls, South Dakota, against FirsTel Business Systems Regarding Billing Dispute.

On February 8, 2000, the Commission received a complaint regarding a billing dispute against FirsTel Business Systems. The Sioux Falls Livestock Market received a letter from FirsTel informing it that, based on a recent audit, it had not been charged a monthly dial tone charge for three lines at the business. FirsTel billed the complainant for the three lines retroactively for the past six months. The complainant alleges it was quoted a price from FirsTel when its business was solicited and it has paid that amount. The complainant is requesting that FirsTel cancel its bill for past services in the amount of \$1,133.76 and to cooperate with U S WEST to have their service transferred back to U S WEST.

Staff Analyst: Michele Farris
Staff Attorney: Camron Hoseck
Date Filed: 02/08/00
Intervention Date: NA

TC00-006 In the Matter of the Application of NewPath Holdings, Inc. for a Certificate of Authority to Provide Telecommunications Services, Including Local Exchange Services, in South Dakota.

NewPath Holdings, Inc. is seeking a Certificate of Authority to provide resold and facilities-based local exchange (subject to rural safeguards) and interexchange telecommunications services in South Dakota. Initially, NewPath intends to provide data services only.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Filed: 02/03/00
Intervention Date: 02/25/00

TC00-007 In the Matter of Qwest Communications, Inc.

Commission Staff filed a Motion To Assess Fines and Statutory Penalties against Qwest Communications, Inc. The basis for this Motion is the number of complaints which have recently been filed against Qwest Communications, Inc. which are alleged to represent a pattern of inadequate service in South Dakota, of reckless disregard for South Dakota law and a disregard for the rights of South Dakota consumers. Staff moves the Commission to assess fines and penalties in accordance with SDCL 49-31-93, 49-31-94, impose other remedies and assess costs associated with processing the complaints.

Staff Attorneys: Camron Hoseck and Karen Cremer
Date Filed: 02/04/00
Intervention Deadline: NA

TC00-008 In the Matter of the Application of United Communications HUB, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

United Communications HUB, Inc. (United) seeks a Certificate of Authority to provide resold intrastate interexchange telecommunications services. United intends to offer 1+, 800, travel card, and dedicated interexchange services throughout South Dakota.

Staff Analyst: Heather Forney
Staff Attorney: Camron Hoseck
Date Filed: 02/08/00
Intervention Date: 02/25/2000

TC00-009 In the Matter of the Application of Adelpia Business Solutions Operations, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Adelpia Business Solutions Operations, Inc. seeks a Certificate of Authority to provide resold and facilities based interexchange telecommunications services in South Dakota. Adelpia intends to offer 1+ direct dial, toll free, travel card and prepaid calling card services.

Staff Analyst: Keith Senger
Staff Attorney: Camron Hoseck
Date Filed: 02/09/00
Intervention Date: 02/25/00

TC00-010 In the Matter of the Application of UKI Communications, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

UKI Communications, Inc. (UKI) seeks a Certificate of Authority to provide resold long distance telecommunications services. UKI intends to offer 1+ and Travel Card services throughout South Dakota.

Staff Analyst: Heather Forney
Staff Attorney: Karen Cremer
Date Filed: 02/09/00
Intervention Date: 02/25/00

TC00-011 In the Matter of the Filing by U S WEST Communications, Inc. of a Notice of Intent to file a 271 Application

On February 8, 2000, U S WEST Communications, Inc. filed with the Commission its Intent to File Section 271 Application and Motion for Alternative Procedure to Manage the Section 271 Process. U S WEST is asking the Commission to (1) allow it to file the Master Test Plan with the Commission for its consideration and adoption in early second quarter 2000; and (2) to create a procedure that will allow the parties to consider all aspects of Section 271 in a timely manner.

All Staff

Date Filed: 02/08/00

Intervention: NA

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

HARBOR CONSULTING GROUP INC.

REGULATORY CONSULTANTS

STACEY A. KLINZMAN

3220 UDDENBERG LANE, SUITE 11
GIG HARBOR, WASHINGTON 98335

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

RECEIVED

FEB 23 2000

February 25, 2000

SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION

VIA OVERNIGHT DELIVERY

Ms. Heather K. Forney, Utility Analyst
South Dakota Public Utilities Commission
State Capitol Building, 1st Floor
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

RE: United Communications HUB, Inc. ("UC HUB") - Docket No. TC00-008
Response to Commission Comments of February 14, 2000 and filing of new
tariff reflecting staff requests for changes in language.

Dear Ms. Forney:

This letter is to respond to your comments and requests for additional information in correspondence dated February 14, 2000. An original and three (3) copies of this letter are enclosed pursuant to your request. In addition, we are transmitting for filing with the Commission an original and 10 (ten) copies of UC HUB's proposed new tariff, which reflect staff requests for changes and deletions.

On behalf of UC HUB, we respond to your comments as follows:

1. UC HUB agrees that it will not offer pre-paid services or collect customer deposits or advance payments. Please note in UC HUB's tariff section 2.15, UC HUB states that it does not collect customer deposits or advance payments.
2. The Commission's contact at UC HUB regarding regulatory matters is:

Mr. Larry Wilcox
Telephone: 626.683.8383
Facsimile: 626.683.3789
E-mail: lwilcox@uc-hub.net

The Commission's contact at UC HUB regarding consumer complaints is:

Ms. Karen Sharborough
Telephone: 626.683.8383
Facsimile: 626.683.3789
E-mail: karens@uchub.net

The toll-free telephone number for customer inquiries is 800.862.9970.

3. UC HUB has not been denied registration or certification in any state. The applicant is in good standing with the regulatory agencies in the states where it is registered or certified.
4. UC HUB will market its services to potential residential or business customers through a combination of in-house sales staff and independent agents, using a variety of channels, including direct marketing, telemarketing, existing marketing companies, television, radio advertising, and the internet. Applicant will not engage in multi-level marketing. UC HUB will provide copies of company brochures used to assist in the sale of services to South Dakota residents, if any, to the Commission in accordance with ARSD 20:10:24:02(11).
5. UC HUB's federal tax ID number is 95-4727687.
6. UC HUB has had no complaints filed against it in any state or federal regulatory commission.
7. UC HUB has deleted Section 2.5 of its tariff, formerly titled "Indemnification" pursuant to the request of Commission staff. The new proposed tariff filed herewith reflects the deletion of that language.
8. UC HUB has added language to Section 2.9.A that customers have 180 days to dispute billing charges. The new proposed tariff filed herewith reflects the addition of that language.

Ms. Heather Forney
February 25, 2000
Page 3 of 3

Please acknowledge receipt of this filing by file stamping and returning the extra copy of this cover letter in the self-addressed, postage-paid envelope provided for this purpose. Questions regarding this filing may be directed to me by telephone, facsimile or e-mail, at the telephone numbers and e-mail address noted on page one of this letter.

Sincerely,

Harbor Consulting Group Inc.



Stacy A. Klitzman
Senior Consultant

Enclosures

cc: United Communications HUB, Inc.

RECEIVED

FEB 23 2009

**SOUTH DAKOTA PUBLIC
UTILITIES COMMISSION**

TELECOMMUNICATIONS TARIFF

OF

UNITED COMMUNICATIONS HUB, INC.

225 South Lake Avenue, Suite 705, Pasadena, CA 91101

RESALE INTEREXCHANGE TELECOMMUNICATIONS SERVICE

This Tariff contains the descriptions, regulations and rates applicable to the furnishing of telecommunications services provided by United Communications HUB, Inc. ("the Company") within the State of South Dakota. This Tariff is on file with the South Dakota Public Utilities Commission ("Commission"). Copies may be inspected during normal business hours at the Company's principal place of business: 225 South Lake Avenue, Suite 705, Pasadena, CA 91101.

Issued:

Issued By:

Larry Wilcox

United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date

CHECK SHEET

The Sheets 1 through 28 inclusive of this Tariff are effective as of the date shown at the bottom of the respective sheet(s).

<u>SHEET</u>	<u>REVISION</u>	<u>SHEET</u>	<u>REVISION</u>
1	Original	21	
2	Original	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original	27	Original
8	Original	28	Original
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

Issued:

Issued By:

Effective Date

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 703
Pasadena, CA 91101
626.683.8183

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Issued:
Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626 681 8387

Effective Date

CONCURRING CARRIERS

None

CONNECTING CARRIERS

None

OTHER PARTICIPATING CARRIERS

None

EXPLANATION OF SYMBOLS

- (C) To signify **changed** condition or regulation
- (D) To signify **deleted or discontinued** rate, regulation or condition
- (I) To signify a change resulting in an **increase** to a Customer's bill
- (M) To signify that material has been **moved from** another Tariff location
- (N) To signify a **new** rate, regulation condition or sheet
- (R) To signify a change resulting in a **reduction** to a Customer's bill
- (T) To signify a change in **text** but no change to rate or charge

Issued:

Issued By:

Larry Wilcox

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225 South Lake Avenue, Suite 705
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626.683.8383

Effective Date

TARIFF FORMAT

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

Issued:

Effective Date:

Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

APPLICATION OF TARIFF

This Tariff contains the rates, terms and conditions applicable to the provision of specialized resold intrastate common carrier telecommunications services by United Communications HUB, Inc. between various locations within the State of South Dakota.

All services are interstate offerings. Intrastate service is an add-on service available only if the Customer subscribes to the Company's interstate offerings.

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Account Code:

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

Called Station:

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

Commission:

South Dakota Public Utilities Commission

Company:

United Communications HUB, Inc.

Credit Card:

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

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Larry Wilcox

United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, Continued

Customer:

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

Dedicated Access:

Non-switched access between a Customer's premises and the point of presence of the Company's underlying carrier.

Disconnect or Disconnection:

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

Subscriber:

See "Customer" definition.

Travel Card:

A card issued by Company containing such account numbers assigned to its Customer which enables the charges for calls made to be properly billed on a pre-arranged basis.

"800" Number:

An interexchange service offered pursuant to this tariff for which the called party is assigned a unique 800-NXX-XXXX or 888-NXX-XXXX or 877-NXX-XXXX number, or any other NPA, and is billed for calls terminating at that number.

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 2 - RULES AND REGULATIONS

2.1. UNDERTAKING OF THE COMPANY

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

2.2. LIMITATIONS OF SERVICE

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

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Larry Wilcox

United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.1181

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued**2.2. LIMITATIONS OF SERVICE, Continued**

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

2.3. USE

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

Issued:

Issued By:

Effective Date:

Larry Wilcox

United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 2 - RULES AND REGULATIONS, Continued

2.3. USE, Continued

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

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

2.4. LIABILITIES OF THE COMPANY

2.4.1. The Company will not be liable for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing service or other facilities to the extent that such damages are caused by the negligence of the Customer.

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Larry Wilcox

United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.2. Company is not liable for any act or omission of any other company or companies furnishing a portion of the service.
- 2.4.3. Except as expressly warranted in writing by Company, Company makes no warranty or guarantee, express or implied, and Company expressly disclaims any implied warranties of merchantability and fitness for a particular purpose.
- 2.4.4. Company shall be indemnified and held harmless by the Customer against:
- A. Claims for libel, slander, infringement of copyright or unauthorized use of any trademark, trade name or service mark arising out of the material, data, information or other content transmitted over Company's facilities; and
 - B. Claims for patent infringement arising from combining or connecting company's facilities with apparatus and systems of the Customer; and
 - C. All other claims arising out of any act or omission of the Customer in connection with any service provided by Company.
- 2.4.5. The Company is not liable for any defacement of, or damage to, the equipment or premises of a Customer resulting from the furnishing of services when such defacement or damage is not the result of the Company's negligence.

Issued:

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 2 - RULES AND REGULATIONS, Continued

2.4. LIABILITIES OF THE COMPANY, Continued

- 2.4.6. No agents or employees of connecting, concurring or other participating carriers or companies shall be deemed to be agents or employees of the Company without written authorization.
- 2.4.7. The Company is not liable for any failure of performance hereunder due to causes beyond its control, including, but not limited to, unavoidable interruption in the working of its circuits or those of another common carrier; acts of nature, storms, fire, floods, or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or any other governmental entity having jurisdiction over the Company or of any department, agency, commission, bureau, corporation, or other instrumentality or any one or more of such instrumentality or any one of more of such governmental entities, or of any civil or military authority; national emergencies, insurrections, riots, rebellions, wars, strikes, lockouts, work stoppages, or other labor difficulties; or notwithstanding anything in this Tariff to the contrary, the unlawful acts of the Company's agents and employees, if committed beyond the scope of their employment.
- 2.4.8. The Customer shall be liable, to the extent permissible under South Dakota law, for any damages, including usage charges, that the Customer may incur as a result of the unauthorized use of its communications equipment.

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 2 - RULES AND REGULATIONS, Continued

2.5. FULL FORCE AND EFFECT

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

2.6. INTERRUPTION OF SERVICE

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

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

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

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

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

A - outage time in hours

B - total monthly charge for affected utility

2.7. **RESTORATION OF SERVICE**

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

2.8. **MINIMUM SERVICE PERIOD**

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

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Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.9. PAYMENTS AND BILLING

- 2.9.1. Charges for service are applied on a recurring basis. Service is provided and billed on a monthly (30 day) basis. The billing date is dependent on the billing cycle assigned to the Customer. Service continues to be provided until canceled by the Customer.
- 2.9.2. The Customer is responsible in all cases for the payment of all charges for services furnished to the Customer. Charges are based on actual usage, and are billed monthly in arrears.
- 2.9.3. Billing is payable upon receipt and past due thirty (30) days after issuance and posting of invoice. Bills not paid within thirty (30) days after the date of posting are subject to a 1.5 percent late payment charge for the unpaid balance, and may be subject to additional collection agency fees.
- 2.9.4. A charge of \$20.00 will apply whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.
- 2.9.5. Billing disputes should be addressed to Company's customer service organization via telephone to 800.862.9970. Customer service representatives are available from 8:00 AM to 5:00 PM Pacific Time. Messages may be left for Customer Services from 5:01 PM to 7:59 AM Pacific Time, which will be answered on the next business day, unless in the event of an emergency which threatens customer service, in which case Customer Service Staff may be paged.

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Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.9 PAYMENTS AND BILLING, Continued

2.9.6. In the case of a dispute between the Customer and the Company for service furnished to the Customer, which cannot be settled with mutual satisfaction, the Customer can take the following course of action:

- A. First, the Customer may request, and the Company will perform, an in-depth review of the disputed amount. The Customer has 180 days to dispute charges on a bill. The undisputed portion and subsequent bills must be paid on a timely basis or the service may be subject to disconnection.
- B. Second, if there is still disagreement over the disputed amount after the investigation and review by a manager of the Company, the Customer may appeal to the South Dakota Public Utilities Commission's for its investigation and decision.

The address and telephone number of the Commission are:

South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, South Dakota 57501-5070

Telephone: (800) 332-1782
TTY (800) 877-1113

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United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 2 - RULES AND REGULATIONS, Continued

2.10. CANCELLATION BY CUSTOMER

- 2.10.1. Customer may cancel service by providing written notice to Company thirty (30) days prior to cancellation.
- 2.10.2. Customer is responsible for usage charges while still connected to the Company's service, even if the customer utilizes services rendered after the Customer's request for cancellation has been made notice and the payment of associated local exchange company charges, if any, for service charges.
- 2.10.3. Any non-recoverable cost of Company expenditures shall be borne by the Customer if:
- A. The Customer orders service requiring special facilities dedicated to the Customer's use and then cancels the order before such service begins, before completion of the minimum period or before completion of some period mutually agreed upon with the Customer for the non-recoverable portions of expenditures; or
 - B. Liabilities are incurred expressly on behalf of the Customer by Company and not fully reimbursed by installation and monthly charges; and
 - C. If based on an order for service and construction has either begun or has been completed, but no service provided.

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY COMPANY

- 2.11.1. Company reserves the right to immediately discontinue furnishing the service to Customers without incurring liability:
- A. In the event of a condition determined to be hazardous to the Customer, to other customers of the utility, to the utility's equipment, the public or to employees of the utility; or
 - B. By reason of any order or decision of a court or any other governmental authority which prohibits the Company from furnishing such service; or
 - C. If the Company deems such refusal necessary to protect itself or third parties against fraud or to otherwise protect its personnel, agents, facilities or services without notice; or
 - D. For unlawful use of the service or use of the service for unlawful purposes; or
 - E. If the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past, current or planned use of Company's services.
- 2.11.2. Company may discontinue service according to the following conditions upon five (5) days' notice:
- A. For violation of Company's filed tariffs; or
 - B. For the non-payment of any proper charge as provided by Company's Tariff; or
 - C. For Customer's breach of the contract for service between the utility and Customer.

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

SECTION 2 - RULES AND REGULATIONS, Continued

2.11. CANCELLATION BY COMPANY, Continued

2.11.3. The discontinuance of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance. The remedies available to the Company set forth herein shall not be exclusive and the Company shall at all times be entitled to all the rights available to it under law or equity.

2.11.4. The Company may refuse to permit collect calling, Travel Card and third-number billing which it determines to be fraudulent and/or may limit the use of these billing options or services.

2.12. INTERCONNECTION

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

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

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626 683 8383

SECTION 2 - RULES AND REGULATIONS, Continued

2.13. CREDIT LIMIT

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

2.14. DEPOSITS AND ADVANCE PAYMENTS

The Company does not collect deposits or advance payments.

2.15. TAXES

The Customer is responsible for payment of all federal, state and local taxes, franchise, excise and other fees applicable to the Services, including, but not limited to: sales, use, excise, franchise, access, universal service, 911 services and handicapped services.

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Larry Wilcox

United Communications HUB, Inc.
225 South Lake Avenue, Suite 703
Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 3 - DESCRIPTION OF SERVICE

3.1. TIMING OF CALLS

- 3.1.1. The Customer's long-distance usage charge is based on the actual usage of Company's service. Usage begins when the receiver of the called number is answered. The moment of the called party's answer is determined by hardware supervision in which the local telephone company sends a signal to the underlying carrier's switch or the software utilizing audio tone detection. The timing of the call occurs when the called party answers and terminated when either party hangs up.
- 3.1.2. The minimum call duration for billing purposes for all services except calling card service is eighteen (18) seconds with six (6) second billing increments thereafter. Minimum call duration for calling cards is sixty (60) seconds with sixty (60) second billing increments thereafter.
- 3.1.3. Any portion of an applicable increment, after the appropriate minimum time for the call, will be rounded upward to the next increment. Calls less than the minimum length will be rounded to the minimum length.
- 3.1.4. There is no billing for incomplete calls.

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626.683.8383

SECTION 3 - DESCRIPTION OF SERVICE

3.2. UC HUB TELECOMMUNICATIONS SERVICES

- 3.2.1. Company provides switched and dedicated access, inbound and outbound, telecommunications services which allow Customer to establish a communications path between two stations by using uniform dialing plans.
- 3.2.2. **One Plus Service** is a switched or dedicated access service offering users outbound "1 plus" long distance telecommunications services.
- 3.2.3. **Toll Free Service** is a switched or dedicated access service offering users inbound, toll free long distance telecommunications services. This service enables the caller to contact the Customer without incurring toll charges, through the use of an assigned toll free number. The Customer pays for the call.
- 3.2.4. **Travel Card Service** permits the caller to charge the principal presubscribed location for a call while the caller is away from the principal location. The Customer may place calls from any touch tone phone in the United States by dialing a toll free number and entering a personal identification code, followed by the desired telephone number. Travel Card calls and appear on the Customer's monthly long distance bill.

3.3. PROMOTIONS

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

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Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

Effective Date:

SECTION 4 - RATES

4.1. SERVICE CHARGES

Service charges per account are based on the following schedules:

4.1.1. Switched Access Services

A. One Plus Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0443	\$0.0148

B. Toll Free Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0330	\$0.0110

There is a \$4.95 monthly toll free number storage fee.
There is a \$0.25 surcharge for calls originating from a pay telephone.

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Pasadena, CA 91101
626.683.8383

Effective Date

SECTION 4 - RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.2. Dedicated Access Services

Customers must provide facilities to the nearest point of presence.

A. Dedicated One Plus Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0279	\$0.0093

B. Dedicated Toll Free Service

Initial 18 Seconds	Additional 6 Seconds
\$0.0279	\$0.0093

There is a \$4.95 monthly toll free number storage fee.

There is a \$0.25 surcharge for calls originating from a pay telephone.

Issued:

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United Communications HUB, Inc.
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Pasadena, CA 91101
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Effective Date

SECTION 4 – RATES, Continued

4.1. SERVICE CHARGES, Continued

4.1.3. Travel Card Services

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

Initial 60 Seconds	Additional 60 Seconds
\$0.1490	\$0.1490

There is a \$0.25 surcharge for calls originating from a pay telephone.

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Issued By:

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Effective Date

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

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

Directory Assistance, per call	\$1.50
--------------------------------	--------

4.3 SURCHARGE

The Company will assess the following surcharges on switched and dedicated access calls originating and terminating outside of the U.S. West service area.

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

4.4. INDIVIDUAL CASE BASIS (ICB) ARRANGEMENTS

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

Issued:

Effective Date:

Issued By:

Larry Wilcox
United Communications HUB, Inc.
225 South Lake Avenue, Suite 705
Pasadena, CA 91101
626.683.8383

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

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

ORDER GRANTING
CERTIFICATE OF
AUTHORITY

TC00-008

On February 8, 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 United Communications HUB, Inc. (UCHUB).

UCHUB is a non-facilities-based interexchange telecommunications resale provider proposing to offer "1 Plus," 800, travel card and dedicated interexchange telecommunications services throughout the state of South Dakota. A proposed tariff was filed by UCHUB. The Commission has classified long distance service as fully competitive.

On February 10, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of February 25, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its March 14, 2000, meeting, the Commission considered UCHUB's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that UCHUB 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 UCHUB has met the legal requirements established for the granting of a certificate of authority. UCHUB 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 UCHUB's application for a certificate of authority, subject to the condition that UCHUB 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 UCHUB's application for a certificate of authority is hereby granted, effective April 8, 2000, subject to the condition that UCHUB not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 20th 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: <u> Allaine Kalbo </u>
Date: <u> 3/22/00 </u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION

James A. Burg
JAMES A. BURG, Chairman

Pam Nelson
PAM NELSON, Commissioner

 [Signature]

SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

CERTIFICATE OF AUTHORITY

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

Authority was Granted March 14, 2000, effective April 8, 2000
Docket No. TC00-008

This is to certify that

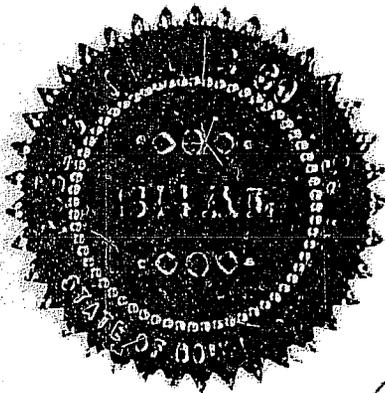
UNITED COMMUNICATIONS HUB, INC.

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 20th 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