

TCOD - 173





October 16, 2000  
Via Overnight Delivery

210 N. Park Ave.  
Winter Park, FL  
32789

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

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

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

**RECEIVED**

OCT 17 2000

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

**RE:** Registration of Legacy Long Distance International, Inc.

Dear Mr. Bullard:

Enclosed for filing are the original and ten (10) copies of the registration request of Legacy Long Distance International, Inc. for authority to provide intrastate telecommunications services within South Dakota. We are enclosing a check for \$250.00 for the applicable filing fee.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte

Consultant to Legacy Long Distance International, Inc.

Enclosures

*TMF/sbm*

cc: C. Brown - Legacy  
file: Legacy - SD  
TMS: SDo0000

## BEFORE THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION

RECEIVED

REGISTRATION OF  
LEGACY LONG DISTANCE INTERNATIONAL, INC.

OCT 17 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Legacy Long Distance International, Inc. ("Legacy") submits the following registration information:

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

Legacy Long Distance International, Inc.  
One World Trade Center, Suite 1100  
Long Beach, CA 90831  
Telephone: (562) 491-1991  
Facsimile: (562) 436-4991  
Toll Free: (800) 577-5534  
Website: [www.golegacy.com](http://www.golegacy.com)

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

Same

3. **If the applicant is a corporation:**

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

Legacy was incorporated on September 10, 1996 under the laws of the State of California. A copy of Secretary of State authority in South Dakota is included as Attachment I.

**3. If the applicant is a corporation (continued):**

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

Legacy has no principal offices in South Dakota.

Registered Agent:

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

- (c) A copy of its articles of incorporation which includes a list of the names and addresses of the corporate officers and member of the board of directors at the time of incorporation.**

A copy of Legacy's Articles of Incorporation are included as Attachment II.

- (d) A list of the names and addresses of the current corporate officers and members of the board of directors.**

See Attachment III.

- (e) The names and addresses of the ten common stockholders who own the greatest number of shares of common stock and the number of shares owned by each.**

See Attachment III.

- (f) The names, address of any corporation, association, partnership, cooperative or individual holding a five percent or greater ownership or management interest in the applicant corporation. The amount and character of the ownership interest shall be indicated. A copy of any management agreement shall be attached.**

See Attachment III.

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

None.

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

Not applicable.

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

Resold telecommunications services offered by Legacy include outbound presubscribed service, toll free inbound service, travel card service, and operator assisted services. Services are provided to both residential and business customers. Intrastate service is offered as an add-on to Legacy's interstate service.

Legacy's "1+" service allows Customers to place outbound direct dialed calls. Switched access Customers are presubscribed to the Company via switched access Feature Group D circuits. Customers may choose to use dedicated facilities for call origination. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable.

Legacy's Toll Free service is an inward WATS service. This service permits termination of interstate and intrastate calls from diverse geographic locations to customer local exchange lines or to dedicated access facilities. When an 800 "toll-free" service is used, Legacy's Customer is billed for the call rather than the call originator.

Travel Card Service allows Customers to place direct dialed calls to terminating locations from locations other than their normal place of business or residence. An 800 access number must be dialed to reach the Carrier. A Customer-specific authorization code must also be dialed in addition to the destination telephone number.

The primary Customers of Applicant's operator assisted services are companies who in their normal course of business are responsible for providing access and directing telephone calls for large numbers of end users. Most significant are the companies or establishments (subscribers) who place outbound calls for their guests, patients, students or other transient patrons. Applicant's operator assisted services permit callers to place calls using optional billing methods (i.e. collect, third party, or to a calling/credit card). In addition, this service offers operator assistance for person-to-person calling or for operator dialing assistance.

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

Legacy will direct bill direct dialed services provided by Legacy. Operator Assisted Services will be LEC billed. The telephone number for customer inquiries and complaints, (800) 577-5534, will be provided by Legacy on all customer bills.

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

Legacy's long distance operations in South Dakota will be provided as a switched telecommunications reseller. Calls will originate, be switched and terminated over the facilities of other carriers. For direct dialed, toll free long distance services and alternative operator services, Legacy utilizes the networks of various certificated carriers, who have been selected for the best combination of quality and price. The underlying carrier transports the calls to its switch and terminates calls over its own terminating network (feature group or leased facilities).

Legacy has no plans to construct switching or transmission facilities in South Dakota.

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

Legacy intends to offer its services throughout the State of South Dakota.

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

Legacy is providing its 1998 and 1999 Financial Statements as proof of its financial stability for the provision of service within South Dakota.

The terms and conditions of service, as well as all rates and charges are provided in the applicant's proposed tariff in Attachment V.

9. The names and addresses of the applicant's representatives to whom all inquiries should be made regarding complaints and regulatory matters.

For inquiries regarding this application and tariff, contact:

Thomas M. Forte  
Technologies Management, Inc.  
Consultant to Legacy Long Distance International  
P.O. Drawer 200  
Winter Park, Florida 32790-0200  
Telephone: (407) 740-8575  
Facsimile: (407) 740-0613

For complaints and on-going regulatory issues:

Curtis A. Brown  
President  
Legacy Long Distance International, Inc.  
One World Trade Center, Suite 1100  
Long Beach, CA 90831  
Telephone: (562) 491-1991  
Facsimile: (562) 436-4991

For all other matters, contact:

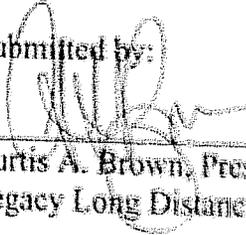
Curtis A. Brown  
President  
Legacy Long Distance International, Inc.  
One World Trade Center, Suite 1100  
Long Beach, CA 90831  
Telephone: (562) 491-1991  
Facsimile: (562) 436-4991

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

Legacy utilizes telemarketing or direct sales employees to contact and market the company's services to new customers. The company does not utilize any form of multilevel marketing in the sale of its services.

Submitted by:

By

  
Curtis A. Brown, President  
Legacy Long Distance International, Inc.

**ATTACHMENT I**

**AUTHORITY TO OPERATE IN SOUTH DAKOTA**

# State of South Dakota



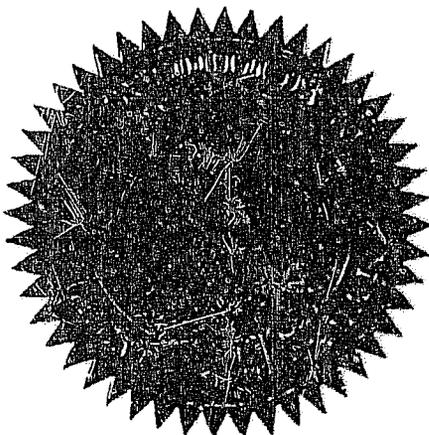
## OFFICE OF THE SECRETARY OF STATE

### Certificate of Authority

I, **JOYCE HAZELTINE**, Secretary of State of the State of South Dakota, hereby certify that the Application for a Certificate of Authority of **LEGACY LONG DISTANCE INTERNATIONAL, 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 October 12, 2000.



Joyce Hazeltine  
Secretary of State



Secretary of State  
 State Capitol  
 500 E. Capitol Ave.  
 Pierre SD 57501  
 Phone 605-773-4845  
 Fax 605-773-4550

FILE NO. \_\_\_\_\_

RECEIPT NO. \_\_\_\_\_

RECEIVED

OCT 12 00

SD SEC. OF STATE

### 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 Legacy Long Distance International, 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  
N/A

(3) State where incorporated California

(4) The date of its incorporation is 9-9-96  
 perpetual, is perpetual and its period of its duration, which may be

(5) The address of its principal office in the state or country under the laws of which it is incorporated is  
One Trade Center, Ste 1100, Long Beach, CA  
 mailing address if different from above is:  
same Zip Code 90811

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

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

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

Name	Officer Title	Street Address	City	State	Zip
<u>Curtis A. Brown</u>	<u>President</u>	<u>One World Trade Center, Ste. 1100</u>	<u>Long Beach</u>	<u>CA</u>	<u>90801</u>
<u>George Hansell, II</u>	<u>Vice Pres.</u>	<u>One World Trade Center, Ste. 1100</u>	<u>Long Beach</u>	<u>CA</u>	<u>90801</u>
<u>Kenneth J. Durante</u>	<u>Sec./Treas.</u>	<u>One World Trade Center, Ste. 1100</u>	<u>Long Beach</u>	<u>CA</u>	<u>90801</u>

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>10,000,000</u>	<u>Common</u>		<u>0.02</u>

(10) The aggregate number of its issued shares, itemized by classes, par value of shares, shares without par value, and notes, if any, within a class, is:

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>5,166,584</u>	<u>Common</u>		<u>0.02</u>

(11) The amount of its stated capital is \$ 103,331.68  
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated 10/4 2000

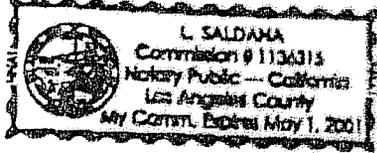
  
(Signature) Curtis A. Brown  
(Title) President

STATE OF California  
COUNTY OF Los Angeles

I, L. Saldana, a notary public, do hereby certify that on this 4th day of October, 2000 personally appeared before me Curtis A. Brown who, being by me first duly sworn, declared that he/she is the President of Legacy Long Distance officer of the corporation, and the statements therein contained are true.

05-01-2001  
My Commission Expires

  
(Notary Public)



Notarial Seal

\*\*\*\*\*  
The Consent of Appointment below must be signed by the registered agent listed in number six.



**ATTACHMENT II**

**ARTICLES OF INCORPORATION**

**NEXT**

**DOCUMENT (S)**

**BEST IMAGE**

**POSSIBLE**

ARTICLES OF INCORPORATION

OF

LEGACY LONG DISTANCE INTERNATIONAL, INC.

EXPON  
FIL  
IN THE  
OF - 2  
Bill  
2 FEB 19

The name of this corporation is LEGACY LONG DISTANCE INTERNATIONAL, INC.

II

The purpose of this corporation is to engage in any and every act or activity for which a corporation may be organized under the General Corporation Law of California or under any other law, business, the trust company business or the business of a corporation permitted to be incorporated by the California Corporation Code.

III

The name and address of this corporation's principal office for service of process is:

George Griffin, Inc.  
2005 Hamilton Avenue  
Suite 200  
San Jose, California 95128

IV

This corporation is authorized to issue only one class of shares of stock, to be designated as "Common Stock," and the total number of shares which this corporation is authorized to issue is 10,000,000.

V

1. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

2. Indemnification of Corporate Agents. This corporation is authorized to indemnify the directors and officers of this corporation to the fullest extent permissible under California law.

3. Repeal or Modification. Any repeal or modification of the foregoing provisions of this Article V shall not be effective.

affect my right of indemnification or limitation of liability of  
an agent of this corporation relating to acts or omissions  
occurring prior to such repeal or modification.

Dated: September 5, 1965

  
\_\_\_\_\_  
George Grelias  
Incorporator

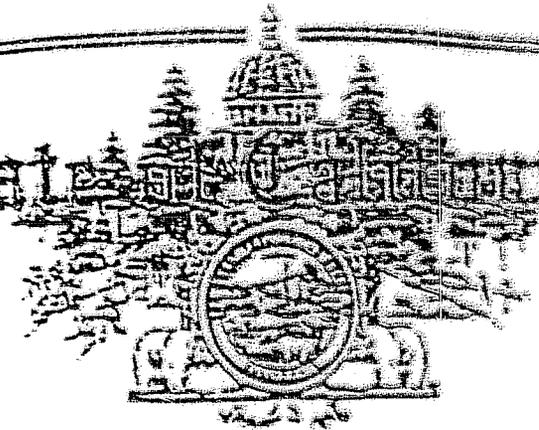
I declare that I am the person who executed the above Articles  
of Incorporation, and such instrument is my act and deed.

  
\_\_\_\_\_  
George Grelias



197857

# State of California



SECRETARY OF STATE

## CORPORATION DIVISION

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

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

*IN WITNESS WHEREOF*, I execute this certificate and affix the Great Seal of the State of California this

SEP 10 1976



*Bill Jones*

Secretary of State

**ATTACHMENT III**

**OFFICERS, DIRECTORS, STOCKHOLDERS**

**LEGACY LONG DISTANCE INTERNATIONAL, INC.**

**CORPORATE OFFICERS/DIRECTORS**

The following individuals serve as officers and directors of Legacy Long Distance International, Inc. can be reached at the company's corporate headquarters at One World Trade Center, Suite 1100, Long Beach, CA 90831:

Curtis A. Brown  
Kenneth J. Durante  
George Hansell

President/Director  
Chief Financial Officer/Director  
Vice President/Director

**ATTACHMENT IV**

**FINANCIAL INFORMATION**

Legacy Long Distance International, Inc.  
Statement of Income

	Current	12 months ended Dec 31, 1999
<i>Operating revenues</i>		
Long distance service	\$590,233	\$7,323,411
Bonus and other revenues	0	160,323
<b>Total operating revenues</b>	<b>590,233</b>	<b>7,483,664</b>
<i>Operating expenses</i>		
Cost of revenues:		
Network operating expenses	225,997	3,167,499
USBI / LEC Fees	32,423	393,378
Hospitality expenses	93,127	1,722,351
Customer Service expenses	15,629	230,389
<b>Total cost of revenues</b>	<b>367,175</b>	<b>5,508,817</b>
<b>Gross Profit</b>	<b>223,113</b>	<b>1,979,846</b>
Other operating expenses:		
Operations expenses	54,668	526,293
Sales and marketing expenses	33,467	297,812
MIS	920	55,119
Network Maintenance	21,134	170,341
General, administrative and other	39,838	473,591
Depreciation and amortization expense	0	109,707
<b>Operating income</b>	<b>33,085</b>	<b>344,963</b>
Interest income (expense), net	(22,500)	(190,900)
Miscellaneous income (expense)	(25,301)	(62,611)
Charitable contributions	0	(469)
<b>Income before taxes</b>	<b>35,285</b>	<b>180,983</b>
Income taxes	0	0
State Taxes Misc	0	0
State Taxes Excise/Gross Rept.	3,374	102,335
<b>Net income</b>	<b>\$29,711</b>	<b>\$78,648</b>

The accompanying notes are an integral part of this statement.

Legacy Long Distance International, Inc.

Balance Sheets

December 31, 1999

*Assets*

Current Assets:

Cash	236,317
Accounts receivable	754,841
Prepays, deferred charges and other current assets	<u>127,513</u>

Total current assets 1,118,668

Property, plant and equipment 1,473,766

Less: accumulated depreciation 168,286

1,305,480

1,165,480

Total assets 2,424,168

*Liabilities and stockholders' equity*

Current liabilities:

Accounts payable, trade	1,178,935
Other current liabilities	110,460
Current portion of long-term debt	<u>116,788</u>

Total current liabilities 1,406,183

Long-term debt 324,063

324,063

Total liabilities 1,730,246

*Capital*

Stockholders' equity:

Common stock (\$0.02 par value; 10,000,000 shares authorized; 5,166,584 shares issued and outstanding at December 31, 1999) 112,352

Additional paid-in capital 747

Retained earnings (accumulated deficit) 2,426

Year-to-Date earnings 78,194

Total stockholders' equity 193,921

Total liabilities and stockholders' equity 2,424,168

The accompanying notes are an integral part of these statements.

**RICHARD D. CHAPMAN**  
Certified Public Accountant  
3450 E. Spring Street, Suite 106  
Long Beach, CA 90806

(562) 426-3386

Fax (562) 427-8014

March 19, 1999

Legacy Long Distance International  
1 World Trade Center  
Suite 1460  
Long Beach, CA 90831

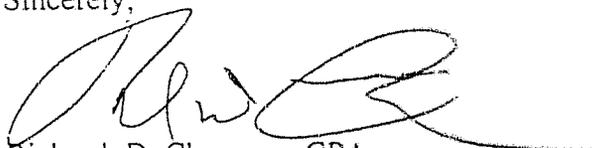
Gentlemen:

The accompanying Balance Sheet and Profit and Loss Statement for Legacy Long Distance International as of December 31, 1998 have been compiled by us.

A compilation is limited to presenting in the form of a Profit and Loss Statement, information that is the representation of Legacy Long Distance International.

We have not audited or reviewed the accompanying statements and, accordingly, do not express an opinion or any other form of assurance on them.

Sincerely,



Richard, D. Chapman, CPA

RDC:jl

LEGACY LONG DISTANCE  
BALANCE SHEET  
DECEMBER 31, 1998

CURRENT ASSETS

CASH IN BANK	\$	41,139
ACCTS RECEIVABLE		481,359
CASH ADVANCES		23,596
PREPAID CALLING CARDS		2,170
RENTAL DEPOSITS		26,449
MISC. DEPOSITS		4,029
CARD SVC INT DEPOSITS		<u>5,720</u>

TOTAL CURRENT ASSETS 584,562

FIXED ASSETS

LLD/PP&E-FINANCE CORP	995,265
ACCUM DEPREC.-FIN/CORP	<u>(58,774)</u>

TOTAL FIXED ASSETS 936,491

TOTAL ASSETS \$ 1,521,053

LEGACY LONG DISTANCE  
BALANCE SHEET  
DECEMBER 31, 1998

CURRENT LIABILITIES

COMMISSIONS PAY	\$ 226,787
INVOICES PAYABLE	381,536
SHAREHOLDER PAYABLE	947
SALARIES PAYABLE	29,175
ACCRUED VACATION	11,755
PAYROLL TAXES PAYABLE	9,750
PREPAID CALLING CARDS	201
SALES TAX PAYABLE	26,396
CURRENT-IBM	16,878
CURRENT-SANWA	8,353
CURRENT-CANON	2,748
CURRENT-LCA	567
CURRENT-AMEX	2,026
CURRENT-TELECOMM	<u>77,586</u>

TOTAL CURRENT LIABILITIES

700,654

LONG TERM LIABILITIES

LOAN-SANWA	2,967
LOAN-LCA	942
LOAN-AMEX	8,978
LOAN-TELECOM	<u>610,957</u>

TOTAL LONG TERM LIABILITIES

623,834

NET WORTH

CAPITAL STOCK	103,352
ADD PP IN CAPITAL	747
RETAINED EARNINGS	(33,659)
NET OPERATING PROFIT/LOSS	<u>35,596</u>

TOTAL NET WORTH

106,996

TOTAL LIABILITIES AND NET WORTH

\$ 1,521,053

LEGACY LONG DISTANCE  
STATEMENT OF INCOME  
FOR THE FISCAL YEAR ENDED DECEMBER 31, 1998

INCOME

LD SERVICE REV 1+ DIR	\$ 4,727,779	
CALLING CARD REVENUE	36	
OTHER REVENUE	55,840	
BONUS REVENUE	<u>533,950</u>	
 TOTAL INCOME		 <u>5,317,605</u>

COST OF COST OF SALES

NETWK OP EXPENSES	2,562,947	
BIC	22,538	
TECH MAINTENANCE	64,773	
COMM EXPENSE	937,361	
SERV SWITCHING FEES	813	
BONUS EXPENSE	322,934	
LEC BILLING FEES	<u>112,389</u>	
 TOTAL COST OF SALES		 <u>4,023,755</u>

GROSS PROFIT

1,293,850

EXPENSES:

TENT CARDS/DIALERS	49,781
SALARIES	547,297
BLUE CROSS	18,150
EMPLOY. INCENT BONUS	15,920
WORKMANS COMP	6,299
RENT	71,514
TELEPHONE/UTILITIES	53,351
OFFICE EXP	37,215
PARKING	3,810
POSTAGE/SHIPPING	24,956
TRAVEL/LODGING	28,473
MEALS/ENTERTAINMENT	12,462
ADVERTISING	76,610
DUES/SUBSCRIPTIONS	2,649
MISC	1,931
BAD DEBT EXPENSE	61,903
P/R TAXES	50,186
ACCRUED VAC EXP	6,100
401K EXP	3,269
INSURANCE	1,875

LEGACY LONG DISTANCE  
STATEMENT OF INCOME  
FOR THE FISCAL YEAR ENDED DECEMBER 31, 1998

BANK/ADP EXP	4,521	
TECH-REPORT/TARIFFS	10,300	
SOFTWARE SUPPORT	18,844	
DEPRECIATION/AMORT	41,211	
RETIRED/REPLACED	3,250	
LEGAL/ACCOUNTING	<u>56,900</u>	
NET EXPENSES		1,205,777
OTHER INCOME/EXPENSE		
INTEREST EXP	9,927	
INTEREST INC	(950)	
MISC INC	(29,226)	
CHARITABLE CONTRIB.	<u>542</u>	
ADJUSTMENTS		(19,707)
PROVISIONS FOR TAXES		
STATE TAXES MISC	6,098	
STATE TAXES EXCISE GROSS	<u>65,987</u>	
TOTAL TAXES		<u>72,085</u>
TOTAL EXPENSES		<u>1,258,155</u>
NET INCOME/LOSS		<u>35,635</u>

SUBJECT TO ACCOUNTANT'S COMMENTS

**ATTACHMENT V**

**TARIFF**

SOUTH DAKOTA  
INTEREXCHANGE TELECOMMUNICATIONS TARIFF  
OF  
LEGACY LONG DISTANCE INTERNATIONAL, INC.

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by Legacy Long Distance International, Inc. within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

---

Issue Date:

Effective Date:

Issued by:

Mr. Curtis A. Brown - President  
One World Trade Center, Suite 1100  
Long Beach, CA 90831

SD00000

**CHECK SHEET**

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION	SHEET	REVISION
1	Original *	29	Original *
2	Original *	30	Original *
3	Original *	31	Original *
4	Original *	32	Original *
5	Original *	33	Original *
6	Original *	34	Original *
7	Original *	35	Original *
8	Original *	36	Original *
9	Original *	37	Original *
10	Original *	38	Original *
11	Original *	39	Original *
12	Original *	40	Original *
13	Original *	41	Original *
14	Original *	42	Original *
15	Original *	42	Original *
16	Original *	43	Original *
17	Original *	44	Original *
18	Original *	45	Original *
19	Original *	46	Original *
20	Original *	47	Original *
21	Original *	48	Original *
22	Original *	49	Original *
23	Original *	50	Original *
24	Original *	51	Original *
25	Original *	52	Original *
26	Original *	53	Original *
27	Original *		
28	Original *		

\* Indicates new or revised sheet with this filing.

Issue Date:

Effective Date:

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**TABLE OF CONTENTS**

Check Sheet .....	2
Table of Contents .....	3
Application of Tariff .....	4
Symbols .....	5
Tariff Format .....	6
SECTION 1 - Technical Terms and Abbreviations .....	7
SECTION 2 - Rules and Regulations .....	14
SECTION 3 - Description of Services .....	31
SECTION 4 - Rates .....	41
SECTION 5 - Promotions .....	52
SECTION 6 - Contract Services .....	53

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**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of South Dakota by Legacy Long Distance International, Inc., subject to the jurisdiction of the South Dakota Public Utilities Commission.

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**SYMBOLS**

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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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 sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

**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.

**D. Check Sheets** - When a tariff filing is made with the SDPUC, 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. remain the same, just revised revision levels on some sheets.)

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below.

Access - Access to Legacy's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

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

Billed Party - The person or entity responsible for payment of the Company's Service(s). For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed call or operator assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

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

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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

Intrastate Message Telecommunications Service ("MIS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Dakota.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion or both of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated, or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

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

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

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

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Dakota Public Utilities Commission to be providing operator services.

SDPUC - South Dakota Public Utilities Commission.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, make telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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**SECTION 2 - RULES AND REGULATIONS****2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed calls and operator assisted calls originating and terminating partially or wholly within the State of South Dakota, using the Company's network configuration. The Company provides switched long distance network services for voice grade services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

**2.2 Limitations**

- 2.2.1** 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.
- 2.2.2** Legacy reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.2 Limitations, (Cont'd.)**

- 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 All services and facilities provided under this tariff are directly or indirectly controlled by Legacy and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 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.

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

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of Company

2.4.1 Legacy'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.

2.4.2 The Company shall not be liable for 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** Legacy shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over Legacy or the services provided hereunder; national emergencies, civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** Legacy is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** Legacy shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

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

2.4 Liabilities of Company, (Cont'd.)

2.4.6 The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

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

**2.5 Deposits**

The Company does not require deposits from customers.

**2.6 Advance Payments**

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

**2.7 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment and Credit Regulations****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment and Credit Regulations, (Cont'd.)****2.8.2 Payment for Service, (cont'd.)**

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) Legacy will not bill for unanswered calls in areas where Equal Access is available, nor will Legacy knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Legacy will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (J) A Customer has 180 days from the date of a bill to dispute a portion of their bill, notwithstanding Section 2.8.2 (A) through (I) above. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion of their bill in full.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of Legacy are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact Legacy directly. If there is still a disagreement about the disputed amount after investigation and review by Legacy or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the SDPUC.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.13 Denial of Access or Disconnect of Service by the Company**

The Company expressly retains the right to deny access or disconnect service without incurring any liability for any of the following reasons.

**2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment and notice of intention to disconnect from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Legacy operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Denial of Access to Service by the Company, (Cont'd.)**

**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 Toll Free Numbers**

Legacy will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.19 Responsibilities of the Subscriber**

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.
- 2.19.3** If required for the provision of Legacy's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Legacy.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Legacy when required for Legacy personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Legacy's Services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Legacy's facilities or services, that the signals emitted into Legacy's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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

**2.19 Responsibilities of the Subscriber, (Cont'd.)**

**2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy's equipment, personnel, or the quality of Service to other Subscribers or Customers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notification, terminate the Subscriber's service.

**2.19.7** The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.

**2.19.8** The Subscriber must pay for the loss through theft or fire of any of Legacy's equipment installed at Subscriber's premises.

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Mr. Curtis A. Brown - President  
One World Trade Center, Suite 1100  
Long Beach, CA 90831

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.20 Responsibilities of Authorized Users**

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing Legacy with a valid method of billing for each call. Legacy reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Legacy may refuse to place the call.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.21 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.21.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
- (D) Any other information required by state or federal regulatory agencies or law.

**2.21.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**2.21.3** Legacy shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Legacy reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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

**2.22 Customer Inquiries or Complaints**

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

Customer Service Manager  
Legacy Long Distance International, Inc.  
One World Trade Center, Suite 1100  
Long Beach, CA 90831  
(800) 577-5534

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, SD 57501-5070  
(605) 773-3201  
(800) 332-1782  
TTY Through Relay South Dakota (800) 877-1113

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Long Beach, CA 90831

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 General**

Legacy Long Distance International, Inc. offers outbound long distance, operator assisted, in-bound toll free and travel card services to its customers. Rates for these services vary by product. All Legacy services are available 24 hours a day, seven days a week.

Legacy's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the South Dakota Public Utilities Commission and the Federal Communications Commission.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.2 Determination of Call Duration and Timing of Calls**

- 3.2.1 For Direct Dialed Calls and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in Section 4 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Legacy will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.3 Time of Day Rate Periods**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD					EVE	
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

**3.3.1** Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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## SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.3 Time of Day Rate Periods, (Cont'd.)

3.3.2 The time when connection is established is determined in accordance with the time standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**
**3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

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

Formula:

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

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.5 Legacy Operator Services**

**3.5.1 Determination of Charges**

The charges for operator services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

**3.5.2 Classes of Services**

Service is offered on a Dial Station, Customer Dialed Calling Card Station, Operator Station, and Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

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One World Trade Center, Suite 1100

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Legacy Operator Services, (Cont'd.)****3.5.3 Application of Operator Services Rates**

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

**3.5.4 Customer Dialed Calling Card**

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customers dials all of the digits required to route and bill the Call.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Legacy Operator Services, (Cont'd.)****3.5.5 Operator Station Charge**

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card or Operator Dialed Calling Card and Person-to-Person calls.

**3.5.6 Person-to-Person Charge**

This charge applies in addition to usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available. Calls may be billed to a third number, credit/calling card or the called party (collect).

**3.5.7 Public Payphone Surcharge**

Operator Assisted calls originating from a Public Payphone will be charged the Public Payphone Surcharge listed in Section 4 - Rates.

**3.5.8 Location Fee**

A fee as described in Section 4 may be imposed in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Location Fee may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Legacy Commercial Long Distance Service**

Legacy Commercial Long Distance Service is offered in two different rate plans and each provides the Customer with the ability to place outbound calling service from their business location. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. Calls are rated as described in each plan in Section 4.

**3.7 Legacy Residential Long Distance Service**

Legacy Residential Long Distance Service provides the Customer with the ability to place outbound calling service from their residence location. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated as described in Section 4.

**3.8 Legacy Toll Free Service**

Legacy Toll Free Service is offered in three different rate plans and each permits inbound calls to be completed to the customer's location without charge to the calling party. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated as described in each plan in Section 4.

**3.9 Legacy Travel Card Service**

Legacy Travel Card Service allows the Customers to place calls within the State of South Dakota while away from home or office. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated as described in Section 4.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.10 Legacy Hospitality Service**

Legacy Hospitality Long Distance Service is offered in four rate plans and each provides the Customer, who serve mostly transient End Users, with the ability to place outbound calling service from their hospitality location. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated for each plan as described in Section 4. Hospitality Customers subscribing to Hospitality Rate Plans B, C or D are required to sign a contract with the company that details the terms and conditions of service for these offerings.

**3.11 Directory Assistance**

Directory Assistance is available to Customers of Legacy Service. A 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.

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**SECTION 4 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by product type, time of day, day of week and call duration.

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SECTION 4 - RATES, (CONT'D.)

4.2 Legacy Operator Services

4.2.1 Intrastate Per Minute Rates

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Mileage Band	Day		Evening		Night/Weekend	
	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
All Miles	\$0.6900	\$0.6900	\$0.6900	\$0.6900	\$0.6900	\$0.6900

4.2.2 Intrastate Per Call Surcharges

	Billed To <u>LEC</u>	Billed To <u>Credit Card</u>
Customer Dialed Calling Card Station		
Automated	\$4.95	\$4.95
Operator Assisted	\$5.50	\$5.50
Operator Must Assist	\$4.95	\$4.95
Operator Dialed Calling Card Station	\$5.50	\$5.50
Operator Station		Operator
Collect	<u>Automated</u> \$5.50	<u>Assisted</u> \$5.50
Billed to Third Party	\$5.50	\$5.50
Sent Paid, Non-Coin	\$5.50	\$5.50
Person to Person	\$9.95	\$9.95

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**SECTION 4 - RATES, (CONT'D.)**

**4.2 Legacy Operator Services, (Cont'd.)**

**4.2.3 Public Payphone Surcharge**

Public Payphone Surcharge \$0.30

**4.2.4 Location Fee**

The following options apply based upon the Intrastate, Interstate and International Plan the Aggregator subscribes to:

**(A) Location Fees:**

(i)	Option A	\$1.00
(ii)	Option B	\$1.25
(iii)	Option C	\$1.50
(iv)	Option D	\$1.75
(v)	Option E	\$2.00
(vi)	Option F	\$2.25
(vii)	Option G	\$2.50
(viii)	Option H	\$2.75
(ix)	Option I	\$3.00

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SECTION 4 - RATES, (CONT'D.)

4.3 Legacy Commercial Long Distance Service

4.3.1 Commercial Rate Plan A

Miles	Day	Evening	Night
All	\$0.0900	\$0.0900	\$0.0900

Billing Increments:

Initial Period - Thirty (30) Second Minimum  
Additional Period - Six (6) Second Increment

4.3.2 Commercial Rate Plan B

Miles	Day	Evening	Night
All	\$0.1090	\$0.1090	\$0.1090

Billing Increments:

Initial Period - Thirty (30) Second Minimum  
Additional Period - Six (6) Second Increment

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## SECTION 4 - RATES, (CONT'D.)

## 4.4 Legacy Residential Long Distance Service

## 4.4.1 Residential Rate Plan A

Miles	Day	Evening	Night
All	\$0.0900	\$0.0900	\$0.0900

## Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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## SECTION 4 - RATES, (CONT'D.)

## 4.5 Legacy Toll Free Service

## 4.5.1 Toll Free Rate Plan A

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Monthly Service Charge: \$5.50  
 Billing Increments:  
     Initial Period - One (1) minute  
     Additional Period - One (1) minute

## 4.5.2 Toll Free Rate Plan B

Miles	Day	Evening	Night
All	\$0.0790	\$0.0790	\$0.0790

Monthly Service Charge: \$2.50  
 Billing Increments:  
     Initial Period - One (1) minute  
     Additional Period - One (1) minute

## 4.5.3 Toll Free Rate Plan C

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

Billing Increments:  
     Initial Period - One (1) minute  
     Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.6 Legacy Travel Card Service

4.6.1 Travel Card Rate Plan A

Miles	Day	Evening	Night
All	\$0.1250	\$0.1250	\$0.1250

Surcharge Per Call: \$0.00  
 Billing Increments:  
     Initial Period - One (1) minute  
     Additional Period - One (1) minute

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**SECTION 4 - RATES, (CONT'D.)**

**4.7 Legacy Hospitality Service**

**4.7.1 Hospitality Rate Plan A**

Miles	Day	Evening	Night
All	\$0.0490	\$0.0490	\$0.0490

Monthly Service Charge: \$3.50

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

**4.7.2 Hospitality Rate Plan B**

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

**4.7.3 Hospitality Rate Plan C**

Miles	Day	Evening	Night
All	\$0.0790	\$0.0790	\$0.0790

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.7 Legacy Hospitality Service, (Cont'd.)

4.7.4 Hospitality Rate Plan D

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.8 Directory Assistance

4.8.1 Rates

Directory Assistance, per call

InterLATA Directory Assistance	\$1.49
IntraLATA Directory Assistance	\$0.85

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**SECTION 4 - RATES, (CONT'D.)**

**4.9 Late Payment Charge**

A late fee of the greater of 1.5% or \$1.00 per month will be charged on any past due balance.

**4.10 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to South Dakota law and Commission regulations.

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Long Beach, CA 90831

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**SECTION 5 - PROMOTIONS****5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**SECTION 6 - CONTRACT SERVICES****6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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**ATTACHMENT VI**

**CERTIFICATED LEGACY STATES**

## CERTIFICATED LEGACY STATES

Legacy Long Distance International, Inc. is certificated or registered in the following jurisdictions as a 1+ reseller and/or alternate operator service provider:

<u>State</u>	<u>Effective Date</u>	<u>State</u>	<u>Effective Date</u>
Alabama	9/15/98	Arizona	4/14/00
Arkansas	10/2/97	California	6/11/97
Colorado	1/6/99	Florida	10/31/97
Georgia	3/5/98	Idaho	9/13/99
Illinois	2/4/98	Indiana	3/24/00
Kansas	2/18/00	Kentucky	12/24/99
Louisiana	7/13/99	Michigan	1/31/00
Mississippi	4/3/00	Missouri	1/7/00
Montana	9/13/99	Nebraska	9/30/97
Nevada	1/13/98	New Jersey	8/18/98
Ohio	12/9/99	Oklahoma	5/1/98
Oregon	1/8/99	Pennsylvania	8/12/99
South Carolina	11/19/99	Tennessee	8/24/99
Texas	11/27/96	Washington	12/30/98
Wyoming	8/23/99		

TECHNOLOGIES MANAGEMENT, INC.

P.O. BOX 200  
WINTER PARK, FL 32790-0200  
(407) 740-8575

AM SOUTH BANK

ORLANDO, FLORIDA  
63-466/531

27776

10/4/2000

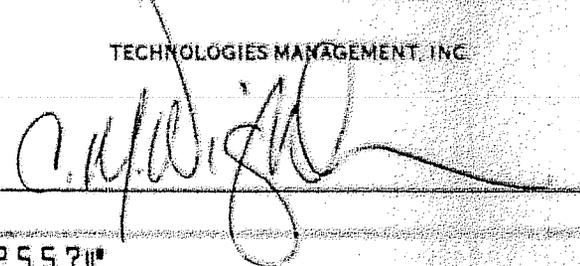
PAY TO THE ORDER OF South Dakota Public Service Comm.

\$ 250.00

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

South Dakota Public Service Comm.  
State Capitol  
Pierre, SD 57501-5070

TECHNOLOGIES MANAGEMENT, INC.



MEMO: Filing fee for Legacy LD Itn'l

⑈027776⑈ ⑆063104668⑆ 3720572557⑈

TECHNOLOGIES MANAGEMENT, INC.

South Dakota Public Service Comm.  
10/04/2000

Bill #Legacy LD

10/4/2000

27776

250.00

TC00-173

AmSouth

Filing fee for Legacy LD Itn'l

250.00

South Dakota Public Utilities Commission

**WEEKLY FILINGS**

For the Period of October 12 2000 through October 18, 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**

**CT00-106 In the Matter of the Complaint filed by Bill and Bev Gallagher, Stephan, South Dakota, against Excel Telecommunications, Inc. Regarding Unauthorized Switching of Services and Double Billing.**

The Complainants indicate that for several months they have been double billed by Excel and Midstate for the same calls. They did not authorize Excel. They are seeking appropriate remedies.

Staff Analyst: Leni Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 10/16/00  
Intervention Deadline: NA

**CT00-107 In the Matter of the Complaint filed by Amy and Craig Johnson, Sioux Falls, South Dakota, against MCI WorldCom Regarding Unauthorized Switching of Services.**

The Complainants allege that they did not authorize MCI for services.

Staff Analyst: Leni Healy  
Staff Attorney: Karen Cremer  
Date Docketed: 10/16/00  
Intervention Deadline: NA

**ELECTRIC**

**EL00-030 In the Matter of the Petition for Declaratory Ruling of West River Electric Association, Inc. on Whether a Proposed Transmission Line Meets the Definition of SDCL 49-41B-2.1.**

West River Electric Association, Inc. (WREA) is proposing to construct a 115 kilovolt transmission line north of Rapid City, South Dakota. WREA has determined that it needs to obtain a 115 kilovolt power connection from Western Area Power Administration and run it into a switchyard where WREA would then take the 115 kilovolt line out of the switchyard and run it approximately 2 miles to a distribution substation. WREA is seeking a declaratory ruling from the Commission as to whether or not the proposed project falls within the SDCL 49-41B-2.1 definition of a transmission line and associated facility, thereby requiring a South Dakota Public Utilities Commission permit.

Staff Analyst: Michele Farris  
Staff Attorney: Karen Cremer  
Date Docketed: 10/12/00  
Intervention Deadline: 10/27/00

TELECOMMUNICATIONS

**TC00-171** In the Matter of the Application of Ionex Communications North, Inc. for an Amended Certificate of Authority to Include Providing Facilities Based Local Exchange Services in South Dakota.

Ionex Communications North, Inc. (Ionex) is seeking an amended Certificate of Authority to provide facilities-based local exchange service in South Dakota. Ionex is a South Dakota corporation authorized to provide - and currently is providing - resale local exchange and interexchange telecommunications services in the state.

Staff Analyst: Heather Forney  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/16/00  
Intervention Deadline: 11/03/00

**TC00-172** In the Matter of the Filing by Qwest Corporation for Approval of Revisions to its Access Service Tariff.

Qwest Corporation has filed revised "language in the intrastate Switched Access Tariff" consistent with the changes to the Interstate Switched Access Tariff, related to direct-trunk and tandem-switched routed traffic as a result of the FCC's 1996 Access Reform final decision restructure. As a result of that restructure, interexchange carriers are required to purchase direct-trunk transport between the service wire center and the access tariff, removing the option to purchase either tandem-switched transport or direct-trunk transport between these two points. When interstate and intrastate traffic is routed over the same facility, the changes made to interstate switched access also apply to intrastate switched access. The revised language changes provide consistency between the state and federal switched access services for direct-trunk and tandem-switched traffic."

Staff Analyst: Harlan Best  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/17/00  
Intervention Deadline: 11/03/00

**TC00-173** In the Matter of the Application of Legacy Long Distance International, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota.

Legacy Long Distance International, Inc. is seeking a Certificate of Authority to provide interexchange telecommunication services in South Dakota. The applicant is a carrier that intends to offer presubscribed outbound, toll free inbound, travel card and operator assisted services to both residential and business customers.

Staff Analyst: Keith Senger  
Staff Attorney: Kelly Frazier  
Date Docketed: 10/17/00  
Intervention Deadline: 11/03/00

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November 9, 2000  
*Via Overnight Delivery*

310 W Park Ave  
Winter Park, FL  
32789

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

PO Drawer 200  
Winter Park, FL  
32790-0200

**RE:** SDPUC Docket TC00-173 - In the Matter of the Application of Legacy Long Distance International, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

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

Dear Mr. Bullard:

Pursuant to a letter from Keith Senger of the South Dakota Public Utilities Commission Staff, we are resubmitting an original and ten (10) copies of a revised registration request for Legacy Long Distance International, Inc. for authority to provide intrastate telecommunications services within South Dakota. The applicable filing fee of \$250.00 was previously submitted with the original application on October 16, 2000.

We apologize to the Commission for any inconvenience arising from our oversight in using an outdated registration request template.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte  
Consultant to Legacy Long Distance International, Inc.

Enclosures

TMF/sbm

cc: C. Brown - Legacy  
file: Legacy - SD  
TMS: SDo0000

**RECEIVED**

NOV 13 2000

**SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION**

BEFORE THE SOUTH DAKOTA PUBLIC SERVICE COMMISSION

REGISTRATION OF  
LEGACY LONG DISTANCE INTERNATIONAL, INC.

Pursuant to Rule 20:10:24:02 of the Commission's Telecommunications Services Rules, Legacy Long Distance International, Inc. ("Legacy") submits the following registration information.

1. **The name, address and telephone number of the Applicant.**

Legacy Long Distance International, Inc.  
One World Trade Center, Suite 1100  
Long Beach, CA 90831  
Telephone: (562) 491-1991  
Facsimile: (562) 436-4991  
Toll Free: (800) 577-5534  
Website: [www.golegacy.com](http://www.golegacy.com)

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

The Applicant will provide services under the name shown in Question 1.

3. **If the Applicant is a corporation:**

(a) **The state in which it is incorporated, the date of incorporation and a copy of its certificate of incorporation or, if it is an out-of-state corporation, a copy of its certificate of authority to transact business in South Dakota from the Secretary of State.**

- (i) Legacy was incorporated in the State of California on September 10, 1996.
- (ii) A copy of the Applicant's certificate of authority to transact business in South Dakota from the Secretary of State is included as Attachment 1 to the application.

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NOV 13 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**3. If the Applicant is a corporation (continued):**

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

(i) Legacy has no principal office in South Dakota.

(ii) The name and address of Applicant's current registered agent is:

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

**(c) The name and address of each corporation, association, partnership, cooperative, or individual holding a 20 percent or greater ownership or management interest in the Applicant corporation and the amount and character of the ownership or management interest.**

Curtis A. Brown  
Ownership: 52%  
CEO/President/Director

Kenneth J. Durante  
Ownership: 32%  
CFO/Secretary/Treasurer/Director

15 Cliffwood  
Aliso Viejo, CA 92656

13301 Cherry Street  
Westminister, CA 92883

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

Not applicable.

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

Resold telecommunications services offered by Legacy include outbound presubscribed service, toll free inbound service, travel card service, and operator assisted services. Services are provided to both residential and business customers. Applicant proposes to offer Intrastate long distance and alternative operator assisted services in conjunction with the Company's interstate service. Service is provided twenty-four (24) hours per day, 7 days a week.

5. **A specific description of the telecommunications services the Applicant intends to offer (continued).**

Legacy's "1+" service allows Customers to place outbound direct dialed calls. Switched access Customers are presubscribed to the Company via switched access Feature Group D circuits. Customers may choose to use dedicated facilities for call origination. Calls are placed by dialing "1+" and the destination telephone number, including the area code if applicable.

Legacy's Toll Free service is an inward WATS service. This service permits termination of interstate and intrastate calls from diverse geographic locations to customer local exchange lines or to dedicated access facilities. When an 800 "toll-free" service is used, Legacy's Customer is billed for the call rather than the call originator.

Travel Card Service allows Customers to place direct dialed calls to terminating locations from locations other than their normal place of business or residence. An 800 access number must be dialed to reach the Carrier. A Customer-specific authorization code must also be dialed in addition to the destination telephone number.

The primary Customers of Applicant's operator assisted services are companies who in their normal course of business are responsible for providing access and directing telephone calls for large numbers of end users. Most significant are the companies or establishments (subscribers) who place outbound calls for their guests, patients, students or other transient patrons. Applicant's operator assisted services permit callers to place calls using optional billing methods (i.e. collect, third party, or to a calling/credit card). In addition, this service offers operator assistance for person-to-person calling or for operator dialing assistance.

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

Legacy's long distance operations in South Dakota will be provided as a switched telecommunications reseller. Calls will originate, be switched and terminated over the facilities of other carriers. For direct dialed, toll free long distance services and alternative operator services, Legacy utilizes the network of its certificated underlying carrier, WorldCom, who has been selected for the best combination of quality and price. The underlying carrier transports the calls to its switch and terminates calls over its own terminating network (feature group D or leased facilities).

Legacy has no plans to construct switching or transmission facilities in South Dakota.

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

Legacy intends to offer its services statewide in the State of South Dakota.

8. **Current financial statements including a balance sheet, income statement, and cash flow statements; a copy of the Applicant's latest annual report; a copy of the Applicant's report to stockholders; and a copy of the Applicant's tariff with the terms and conditions of service.**

- (i) The Applicant is providing its most current Financial Statements, 1998, 1999 and one as of September 30, 2000, as proof of its financial stability for the provision of service within South Dakota as Attachment II to this application.
- (ii) The Company does not prepare an Annual Report.
- (iii) The Company does not prepare a report to stockholders.
- (iv) The Company is providing its proposed tariff, containing the terms and conditions of service, as Attachment III to this application.

9. The names, addresses, telephone number, fax number, Email address and toll free number of the Applicant's representatives to whom all inquiries must be made regarding complaints and regulatory matters and a description of how the Applicant handles customer billings and customer service matters.

(i) For complaints and on-going regulatory issues:

Curtis A. Brown  
President  
Legacy Long Distance International, Inc.  
One World Trade Center, Suite 1100  
Long Beach, CA 90831  
Telephone: (562) 491-1991  
Facsimile: (562) 436-4991  
Email Address: [cbrown@golegacy.com](mailto:cbrown@golegacy.com)  
Toll Free: (800) 577-5534

(ii) Legacy will direct bill direct dialed services provided by Legacy. Operator Assisted Services will be LEC billed.

The telephone number for customer service matters will be provided by Legacy on all customer bills. The Company's expert technicians and staff of multilingual customer service agents and operators are available 24 hours a day, 365 days a year.

10. **A list of states in which the Applicant is registered or certificated to provide telecommunications services, whether the Applicant has ever been denied registration or certification in any state and the reasons for any such denial, a statement as to whether or not the Applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified, and a detailed explanation of why the Applicant is not in good standing in a given state, if applicable.**

(i) The Applicant is registered or certificated to provide telecommunications services in the following states:

Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Idaho, Illinois, Indiana, Kansas, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, Ohio, Oklahoma, Oregon, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, Washington and Wyoming.

(ii) The Applicant has not been denied registration or certification in any state.

(iii) The Applicant is in good standing with the appropriate regulatory agency in the states where it is registered or certified.

11. **A description of how the Applicant intends to market its services, its target market, whether the Applicant engages in any multilevel marketing, and copies of any Company brochures used to assist in the sale of services.**

(i) Legacy utilizes telemarketing or direct sales employees, as well as the Internet, to market its services. The Company targets residential dwellings, health care agencies and universities along with hospitality and commercial industries.

(ii) The Applicant does not engage in any multilevel marketing.

(iii) Company Brochure(s) used to assist in the sale of services are included in Attachment IV to this Application.

12. **Cost Support for rates shown in the Company's tariff for all noncompetitive or emerging competitive services.**

Cost Support for rates are included in Attachment V to this Application.

**13. Federal Tax Identification Number.**

The Applicant's Federal Tax Identification number is 77-0438268.

**14. The number and nature of complaints filed against the applicant with any state or federal regulatory commission regarding the unauthorized switching of a telecommunications provider and the act of charging customers for services that have not been ordered.**

Legacy Long Distance International, Inc. has never received a complaint in any state or at federal regulatory commission for the unauthorized switching of a telecommunications provider and the act of charging customers for services that have not been ordered.

**15. A written request for waiver of those rules the Applicant believes to be inapplicable.**

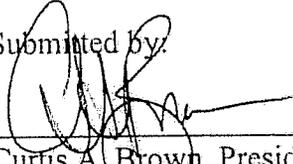
The Company is not requesting any waiver.

**16. Other information requested by the commission needed to demonstrate that the Applicant has sufficient technical and managerial capabilities to provide the interexchange services it intends to offer consistent with the requirements of this chapter and other applicable rules and laws.**

Legacy possesses the technical and managerial ability to provide service within the state. As a reseller, the Applicant relies on the technical reputation and support of its underlying carriers, WorldCom. Additionally, Legacy's in-house management team is well-qualified to oversee the operations of a telecommunications carrier. Resumes of key personnel are included in Attachment VI to the application.

Submitted by:

By

  
Curtis A. Brown, President

Legacy Long Distance International, Inc.

**ATTACHMENT I**

**CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN  
SOUTH DAKOTA FROM SECRETARY OF STATE**

# State of South Dakota



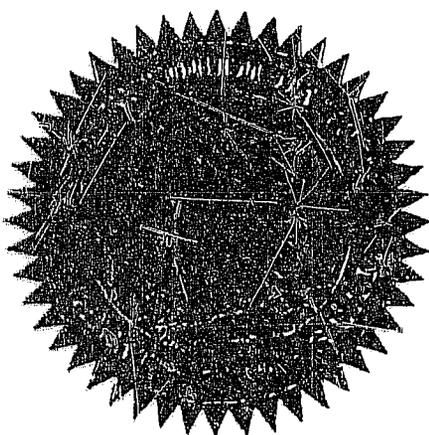
## OFFICE OF THE SECRETARY OF STATE

### 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 **LEGACY LONG DISTANCE INTERNATIONAL, 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 October 12, 2000.



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

**Joyce Hazeltine**  
Secretary of State



Secretary of State  
State Capitol  
500 E. Capitol Ave.  
Pierre SD 57501  
Phone 605-773-4845  
Fax 605-773-4550

FILE NO. \_\_\_\_\_

RECEIPT NO. \_\_\_\_\_

RECEIVED

OCT 12 '00

S.D. SEC. OF STATE

### 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 Legacy Long Distance International, 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

N/A

(3) State where incorporated California Federal Taxpayer ID# 73-0438268

(4) The date of its incorporation is 9-9-96 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 One Trade Center, Ste 1100, Long Beach, CA Zip Code 90831  
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 300 South Phillips Avenue, Suite 300, Sioux Falls, SD Zip Code 57102  
and the name of its proposed registered agent in the State of South Dakota at that address is National Registered Agents, Inc.

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

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

Name	Officer Title	Street Address	City	State	Zip
<u>Curtis A. Brown</u>	<u>President</u>	<u>One World Trade Center, Ste. 1100</u>	<u>Long Beach,</u>	<u>CA</u>	<u>90831</u>
<u>George Hansell, II</u>	<u>Vice Pres.</u>	<u>One World Trade Center, Ste. 1100</u>	<u>Long Beach,</u>	<u>CA</u>	<u>90831</u>
<u>Kenneth J. Durante</u>	<u>Sec./Treas.</u>	<u>One World Trade Center, Ste. 1100</u>	<u>Long Beach,</u>	<u>CA</u>	<u>90831</u>

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

Number of shares	Class	Series	Par value per share or statement that shares are without par value
<u>10,000,000</u>	<u>Common</u>		<u>0.02</u>

(10) The aggregate number of its issued shares, 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
5,166,584	Common		0.02

(11) The amount of its stated capital is \$ 103,331.68  
Shares issued times par value equals stated capital. In the case of no par value stock, stated capital is the consideration received for the issued shares.

(12) This application is accompanied by a CERTIFICATE OF FACT or a CERTIFICATE OF GOOD STANDING duly acknowledged by the Secretary of State or other officer having custody of corporate records in the state or country under whose laws it is incorporated.

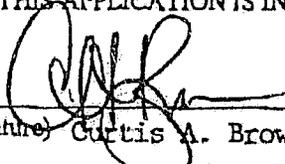
(13) That such corporation shall not directly or indirectly combine or make any contract with any incorporated company, foreign or domestic, through their stockholders or the trustees or assigns of such stockholders, or with any copartnership or association of persons, or in any manner whatever to fix the prices, limit the production or regulate the transportation of any product or commodity so as to prevent competition in such prices, production or transportation or to establish excessive prices therefor.

(14) That such corporation, as a consideration of its being permitted to begin or continue doing business within the State of South Dakota, will comply with all the laws of the said State with regard to foreign corporations.

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or by the president or by another officer.

I DECLARE AND AFFIRM UNDER THE PENALTY OF PERJURY THAT THIS APPLICATION IS IN ALL THINGS, TRUE AND CORRECT.

Dated 10/14 2000

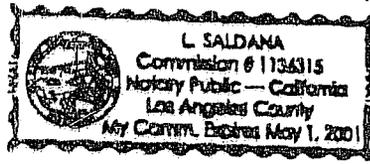
  
 (Signature) Curtis A. Brown  
 (Title) President

STATE OF California  
 COUNTY OF Los Angeles  
 I, L. Saldana

a notary public, do hereby certify that on this 4th day of October 2000 personally appeared before me Curtis A. Brown who, being by me first duly sworn, declared that he/she is the President of Legacy Long Distance that he/she signed the foregoing document as officer of the corporation, and the statements therein contained are true.

05-01-2001  
 My Commission Expires

  
 (Notary Public)



Notarial Seal

The Consent of Appointment below must be signed by the registered agent listed in number six.

### Consent of Appointment by the Registered Agent

I, National Registered Agents, Inc., hereby give my consent to serve as the registered agent for Legacy Long Distance International, Inc.

Dated Oct 11 2000

*[Signature]*  
(signature of registered agent)

The proper filing fee must accompany the application. Make checks payable to the Secretary of State.

#### FEE SCHEDULE

Authorized capital stock of	25,000	or less	\$ 90
Over 25,000 and not exceeding	100,000		110
Over 100,000 and not exceeding	500,000		130
Over 500,000 and not exceeding	1,000,000		150
Over 1,000,000 and not exceeding	1,500,000		200
Over 1,500,000 and not exceeding	2,000,000		250
Over 2,000,000 and not exceeding	2,500,000		300
Over 2,500,000 and not exceeding	3,000,000		350
Over 3,000,000 and not exceeding	3,500,000		400
Over 3,500,000 and not exceeding	4,000,000		450
Over 4,000,000 and not exceeding	4,500,000		500
Over 4,500,000 and not exceeding	5,000,000		550

For each additional \$500,000, \$40 in addition to \$550.

For purposes only of computing fees under this section, the dollar value of each authorized share having a par value shall be equal to par value and the value of each authorized share having no par value shall be equal to one hundred dollars per share. The maximum amount charged under this subdivision may not exceed sixteen thousand dollars.

#### FILING INSTRUCTIONS:

The application must be signed, in the presence of a notary public, by the chairman of the board of directors, or its president, or any other officer. One original and one photocopy of the application must be submitted.

The application must be accompanied by an original, currently dated, **CERTIFICATE OF FACT** or a **CERTIFICATE OF GOOD STANDING** from the Secretary of State in the state where incorporated. A photocopy of a certificate is not acceptable. It should be dated within ninety (90) days of submitting it to our office.

South Dakota law requires every corporation to continuously maintain a resident of this state as the registered agent (number six on the application). The registered agent's address is considered the registered office address of the corporation in South Dakota. A complete street address must be listed for service of process.

The Consent of Registered Agent portion must be signed by the South Dakota registered agent.

Mail the application, certificate, and filing fee to the Secretary of State, Corporate Division, 500 E. Capitol Avenue, Pierre, SD 57501-5070. The duplicate and a Certificate of Authority will be returned for your records.

**ATTACHMENT II**

**FINANCIAL STATEMENTS**

CONFIDENTIAL

# [L]

Legacy Long Distance International, Inc.

Balance Sheets

December 31, 1999

*Assets*

Current Assets:		
Cash	236,327	
Accounts receivable	754,843	
Prepays, deferred charges and other current assets	127,518	
Total current assets		1,118,688
Property, plant and equipment	1,473,766	
Less: accumulated depreciation	168,286	
		1,305,480
Total assets		2,424,168

*Liabilities and stockholders' equity*

Current liabilities:		
Accounts payable, trade	1,178,935	
Other current liabilities	110,460	
Current portion of long-term debt	116,788	
Total current liabilities		1,406,183
Long-term debt	824,063	
		824,063
Total liabilities		2,230,246

*Capital*

Stockholders' equity:		
Common stock (\$0.02 par value; 10,000,000 shares authorized; 5,166,584 shares issued and outstanding at December 31, 1999)	112,352	
Additional paid-in capital	747	
Retained earnings (accumulated deficit)	2,426	
Year-to-Date earnings	78,398	
Total stockholders' equity		193,923
Total liabilities and stockholders' equity		2,424,168

The accompanying notes are an integral part of these statements.

**Legacy Long Distance International, Inc.**  
**Statement of Income**

	Current	12 months ended Dec 31, 1999
<i>Operating revenues</i>		
Long distance service	\$590,288	\$7,328,441
Bonus and other revenues	0	160,223
<b>Total operating revenues</b>	<b>590,288</b>	<b>7,488,664</b>
<i>Operating expenses</i>		
Cost of revenues:		
Network operating expenses	225,997	3,167,499
USBI / LEC Fees	32,422	388,578
Hospitality expenses	93,127	1,722,351
Customer Service expenses	15,629	230,389
<b>Total cost of revenues</b>	<b>367,175</b>	<b>5,508,817</b>
Gross Profit	223,113	1,979,846
Other operating expenses:		
Operations expenses	54,668	526,293
Sales and marketing expenses	23,467	297,812
MIS	920	55,139
Network Maintenance	21,134	170,341
General, administrative and other	39,838	475,591
Depreciation and amortization expense	0	109,707
<i>Operating income</i>	83,085	344,963
Interest income (expense), net	(22,500)	(100,900)
Miscellaneous income (expense)	(25,301)	(62,611)
Charitable contributions	0	(469)
<i>Income before taxes</i>	35,285	180,983
Income taxes	0	0
State Taxes Misc	0	0
State Taxes Excise/Gross Rept.	5,574	102,585
<b>Net income</b>	<b>\$29,711</b>	<b>\$78,298</b>

The accompanying notes are an integral part of this statement.

**RICHARD D. CHAPMAN**  
Certified Public Accountant  
3450 E. Spring Street, Suite 106  
Long Beach, CA 90806

(562) 426-3386

Fax (562) 427-8014

March 19, 1999

Legacy Long Distance International  
1 World Trade Center  
Suite 1460  
Long Beach, CA 90831

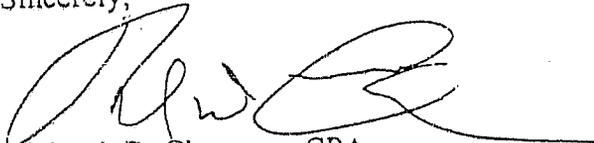
Gentlemen:

The accompanying Balance Sheet and Profit and Loss Statement for Legacy Long Distance International as of December 31, 1998 have been compiled by us.

A compilation is limited to presenting in the form of a Profit and Loss Statement, information that is the representation of Legacy Long Distance International.

We have not audited or reviewed the accompanying statements and, accordingly, do not express an opinion or any other form of assurance on them.

Sincerely,



Richard, D. Chapman, CPA

RDC:jl

LEGACY LONG DISTANCE  
BALANCE SHEET  
DECEMBER 31, 1998

CURRENT ASSETS

CASH IN BANK	\$	41,139
ACCTS RECEIVABLE		481,359
CASH ADVANCES		23,696
PREPAID CALLING CARDS		2,170
RENTAL DEPOSITS		26,449
MISC. DEPOSITS		4,029
CARD SVC INT DEPOSITS		<u>5,720</u>

TOTAL CURRENT ASSETS 584,562

FIXED ASSETS

LLD/PP&E-FINANCE CORP	995,265
ACCUM DEPREC.-FIN/CORP	<u>(58,774)</u>

TOTAL FIXED ASSETS 936,491

TOTAL ASSETS \$ 1,521,053

LEGACY LONG DISTANCE  
BALANCE SHEET  
DECEMBER 31, 1998

CURRENT LIABILITIES

COMMISSIONS PAY	\$	225,797
INVOICES PAYABLE		381,536
SHAREHOLDER PAYABLE		947
SALARIES PAYABLE		29,175
ACCRUED VACATION		11,755
PAYROLL TAXES PAYABLE		9,750
PREPAID CALLING CARDS		201
SALES TAX PAYABLE		26,395
CURRENT-IBM		15,878
CURRENT-SANWA		6,353
CURRENT-CANON		2,748
CURRENT-LCA		567
CURRENT-AMEX		2,026
CURRENT-TELECOMM		<u>77,565</u>

TOTAL CURRENT LIABILITIES 790,694

LONG TERM LIABILITIES

LOAN-SANWA	2,957
LOAN-LCA	942
LOAN-AMEX	8,978
LOAN-TELECOM	<u>610,957</u>

TOTAL LONG TERM LIABILITIES 623,834

NET WORTH

CAPITAL STOCK	103,352
ADD PP IN CAPITAL	747
RETAINED EARNINGS	(33,269)
NET OPERATING PROFIT/LOSS	<u>35,696</u>

TOTAL NET WORTH 106,525

TOTAL LIABILITIES AND NET WORTH \$ 1,521,053

SUBJECT TO ACCOUNTANT'S COMMENTS

LEGACY LONG DISTANCE  
STATEMENT OF INCOME  
FOR THE FISCAL YEAR ENDED DECEMBER 31, 1998

INCOME

LD SERVICE REV 1+ DIR	\$ 4,727,779	
CALLING CARD REVENUE	36	
OTHER REVENUE	55,840	
BONUS REVENUE	<u>533,950</u>	
TOTAL INCOME		5,317,605

COST OF

COST OF SALES		
NETWK OP EXPENSES	2,562,947	
BIC	22,538	
TECH MAINTENANCE	64,773	
COMM EXPENSE	937,361	
SERV SWITCHING FEES	813	
BONUS EXPENSE	322,934	
LEC BILLING FEES	<u>112,389</u>	
TOTAL COST OF SALES		<u>4,023,755</u>

GROSS PROFIT

1,293,850

EXPENSES:

TENT CARDS/DIALERS	49,781
SALARIES	547,297
BLUE CROSS	18,150
EMPLOY. INCENT BONUS	15,920
WORKMANS COMP	5,299
RENT	71,514
TELEPHONE/UTILITIES	53,351
OFFICE EXP	37,215
PARKING	3,810
POSTAGE/SHIPPING	24,956
TRAVEL/LODGING	26,473
MEALS/ENTERTAINMENT	12,462
ADVERTISING	76,610
DUES/SUBSCRIPTIONS	2,649
MISC	1,931
BAD DEBT EXPENSE	61,903
P/R TAXES	50,186
ACCRUED VAC EXP	6,100
401K EXP	3,269
INSURANCE	1,876

LEGACY LONG DISTANCE  
STATEMENT OF INCOME  
FOR THE FISCAL YEAR ENDED DECEMBER 31, 1998

BANK/ADP EXP	4,521	
TECH-REPORT/TARIFFS	10,300	
SOFTWARE SUPPORT	18,844	
DEPRECIATION/AMORT	41,211	
RETIRED/REPLACED	3,250	
LEGAL/ACCOUNTING	<u>56,900</u>	
NET EXPENSES		1,205,777
OTHER INCOME/EXPENSE		
INTEREST EXP	9,927	
INTEREST INC	(950)	
MISC INC	(29,226)	
CHARITABLE CONTRIB.	<u>542</u>	
ADJUSTMENTS		(19,707)
PROVISIONS FOR TAXES		
STATE TAXES MISC	6,098	
STATE TAXES EXCISE GROSS	<u>65,987</u>	
TOTAL TAXES		<u>72,085</u>
TOTAL EXPENSES		<u>1,258,155</u>
NET INCOME/LOSS		<u>\$ 35,695</u>

**ATTACHMENT III**

**TARIFF**

**SOUTH DAKOTA**  
**INTEREXCHANGE TELECOMMUNICATIONS TARIFF**  
**OF**  
**LEGACY LONG DISTANCE INTERNATIONAL, INC.**

This tariff contains the descriptions, regulations and rates applicable to the provision of interexchange telecommunications by Legacy Long Distance International, Inc. within the State of South Dakota. This tariff is on file with the South Dakota Public Utilities Commission and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Issue Date:

Effective Date:

Issued by:

Mr. Curtis A. Brown - President  
One World Trade Center, Suite 1100  
Long Beach, CA 90801

**CHECK SHEET**

This tariff contains the sheets listed below, each of which is effective as of the date shown on each sheet. Original and revised pages as named below comprise all changes from the original tariff.

SHEET	REVISION	SHEET	REVISION
1	Original *	29	Original *
2	Original *	30	Original *
3	Original *	31	Original *
4	Original *	32	Original *
5	Original *	33	Original *
6	Original *	34	Original *
7	Original *	35	Original *
8	Original *	36	Original *
9	Original *	37	Original *
10	Original *	38	Original *
11	Original *	39	Original *
12	Original *	40	Original *
13	Original *	41	Original *
14	Original *	42	Original *
15	Original *	42	Original *
16	Original *	43	Original *
17	Original *	44	Original *
18	Original *	45	Original *
19	Original *	46	Original *
20	Original *	47	Original *
21	Original *	48	Original *
22	Original *	49	Original *
23	Original *	50	Original *
24	Original *	51	Original *
25	Original *	52	Original *
26	Original *	53	Original *
27	Original *		
28	Original *		

\* Indicates new or revised sheet with this filing.

Issue Date:

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Issued by:

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One World Trade Center, Suite 1100  
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SD00000

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**TABLE OF CONTENTS**

Check Sheet ..... 2

Table of Contents ..... 3

Application of Tariff ..... 4

Symbols ..... 5

Tariff Format ..... 6

SECTION 1 - Technical Terms and Abbreviations ..... 7

SECTION 2 - Rules and Regulations ..... 14

SECTION 3 - Description of Services ..... 31

SECTION 4 - Rates ..... 41

SECTION 5 - Promotions ..... 52

SECTION 6 - Contract Services ..... 53

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Issue Date:

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One World Trade Center, Suite 1100  
Long Beach, CA 90831

**APPLICATION OF TARIFF**

The regulations, rules and conditions set forth in this Tariff apply to the provision of intrastate public telecommunications services furnished within the State of South Dakota by Legacy Long Distance International, Inc., subject to the jurisdiction of the South Dakota Public Utilities Commission.

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Issue Date:

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**SYMBOLS**

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

- (C) - To signify a changed listing, rule or condition which may affect rates or charges.
- (D) - To signify discontinued material, including a listing, rate, rule or condition.
- (I) - To signify an increase in rates or charges.
- (M) - To signify material relocated from or to another part of this Tariff with no change in text, rate, rule or condition.
- (N) - To signify new material, including a listing, rate, rule or condition.
- (R) - To signify a reduction in rates or charges.
- (T) - To signify a change in the wording of the text, but no change in rate, rule or condition.
- (X) - To signify a correction or reissued matter.

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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 sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

**B. Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the SDPUC. For example, the 4th revised Page 14 cancels the 3rd revised Page 14.

**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.

**D. Check Sheets** - When a tariff filing is made with the SDPUC, 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. remain the same, just revised revision levels on some sheets.)

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

Certain terms used generally throughout this tariff, particularly those for specialized common carrier communication channels furnished by the Company over its facilities are defined below:

Access - Access to Legacy's services are provided by one or more or a combination of the following methods: presubscription in equal access areas, direct access, 800, 950 and 10XXX dialing sequences.

Access Code - A sequence of numbers that, when dialed, connect the caller to the provider of services associated with that sequence.

Aggregator - Any person, excluding local exchange carriers and cellular service providers, that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Authorization Code - A numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of the Service User so the Company may rate and bill the call. All Authorization Codes shall be the sole property of the Company and no Customer shall have any property or other right or interest in the use of any particular Authorization Code. Automatic Numbering Identification ("ANI") may be used as or in connection with the Authorization Code.

Authorized User - A person or entity that accesses the Company's services. An Authorized User is responsible for compliance with this tariff.

Automatic Numbering Identification (ANI) - A type of signaling provided by a local exchange telephone company that automatically identifies the local exchange line from which a call originates.

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Issue Date:

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

Billed Party - The person or entity responsible for payment of the Company's Service(s): For a Direct Dialed Call, the person or entity responsible for payment is the Customer responsible for payment for local telephone service at the telephone used to originate an intrastate call. In the case of a Travel Card call or other credit card call (herein collectively the "Card"), the person or entity responsible for payment is the Customer of record of the Travel Card or other valid and acceptable Card used. In the case of a collect or third party call, the person or entity responsible for payment is the person responsible for payment for local telephone service at the telephone number that agrees to accept charges for the call. In the case of a Room Charge Call, the entity responsible for payment is the Aggregator controlling the telephone used to originate the intrastate call. In all Operator Assisted calls not involving Cards, third party calls, collect calls or Room Charge calls, the person or entity responsible for payment is the Customer responsible for payment for local telephone services at the telephone used to originate the intrastate call.

Calling Card Call - A Direct Dialed call or operator assisted call for which charges are billed not to the originating telephone number, but to a LEC or interexchange carrier calling card.

Central Office - A Local Exchange Carrier switching system where Local Exchange Carrier customer station loops are terminated for purposes of interconnection to each other and to trunks.

Channel - The term "Channel" denotes a path for electrical transmission between two or more points, the path having a band width designed to carry voice grade transmission.

Common Carrier - A company or entity providing telecommunications services to the public.

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One World Trade Center, Suite 1100

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

Customer - The term "Customer" denotes the person, partnership, association, joint stock company, trust, corporation, or governmental entity or any other entity that is responsible for payment of charges and for compliance with this tariff.

Customer - Provided Facilities - The term "Customer - Provided Facilities" denotes all communications facilities provided by the Customer and/or Authorized User other than those provided by the Company.

Direct Dialed Call - An intrastate telephone call that is automatically completed and billed to the telephone number from which the call originated without the automatic or live assistance of an operator.

Equal Access - Has the meaning given that term in Appendix B of the Modification of Final Judgment entered August 24, 1982, in United States v. Western Electric, Civil Action No. 82-0192 (United States District Court, District of Columbia), as amended by the Court in its orders issued prior to October 17, 1990.

Equal Access Code - An access code that allows the public to obtain an equal access connection to the carrier associated with that code.

Exchange - The term "Exchange" denotes a unit established by the Local Exchange Carrier for the administration of communications service in a specified area that usually embraces a city, town or village and its environs. It consists of one or more Central Offices together with the associated facilities used in furnishing communications service within that area.

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

Intrastate Message Telecommunications Service ("MTS") - The term "Intrastate Message Telecommunications Services" denotes the furnishing of direct dialed and operator assisted intrastate switched service to the Customer for the completion of long distance voice and dial-up low speed data transmissions over voice grade channels between points wholly within the State of South Dakota.

Local Exchange Carrier ("LEC") - The term "Local Exchange Carrier" denotes any telephone company that provides local telephone service to Customers within a defined area.

Measured Charge - A charge assessed on a per minute or incremental basis in calculating a portion of the charges due for a completed call.

Operator Assisted Call - An intrastate telephone connection completed through the use of the Company operator.

Operator Service Charge - A non-measured (fixed) charge that is added to a measured charge in calculating the total tariff charges due for a completed Operator Assisted call.

Operator Services - Any telecommunication service that includes, as a component, any automatic or live assistance to a Customer or its Authorized User to arrange for billing or completion or both, of an intrastate interLATA telephone call through a method other than:

- (i) automatic completion with billing to the telephone from which the call originated;  
or
- (ii) completion through an access code used by an Authorized User, with billing to an account previously established with the carrier by the Authorized User.

Operator Service Provider ("OSP") - Any person or entity that provides operator services by using either live or automated operator functions. When more than one entity is involved in processing an operator service call, the party billing the calls shall be considered the OSP. However, subscribers to customer-owned pay telephone service shall not be deemed to be an OSP.

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

Operator Station Calls - An Operator Assisted call wherein the person originating the call is assisted by an operator but does not specify a particular person, department or extension to be reached through a PBX attendant.

Other Common Carrier - The term "Other Common Carrier" denotes a common carrier, other than the Company, providing domestic and/or international communications service to the public.

Personal Identification Numbers (PINS) - Code numbers used in connection with designated telephone numbers which allow intrastate calls to be categorized for various applications.

Person-to-Person Calls - An Operator Assisted call which is placed under the stipulation that the caller will speak only to a specific called party, a specified extension or office to be reached through a PBX attendant. Such a call is not completed until either the specific party named by the caller is contacted, or the caller agrees to speak to a different party. The caller must arrange with the operator to make a person-to-person call; otherwise, all Operator Assisted calls will be treated as Operator Station calls.

Point(s) of Presence - The term "Point(s) of Presence" denotes the site(s) where the Company provides a network interface with facilities provided by Other Common Carriers, Local Exchange Carriers or Customers for access to the Company network configuration.

Premise - The term "Premise" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.) not separated by a public highway.

Presubscribed Provider of Operator Services - The intrastate provider of Operator Services to which the Authorized User is connected when the Authorized User places a call using a provider of operator services without dialing a special access code.

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

Provider of Operator Services - Any common carrier that provides operator services or any other person determined by the Federal Communications Commission and/or the South Dakota Public Utilities Commission to be providing operator services.

SDPUC - South Dakota Public Utilities Commission.

Service - Intrastate telecommunications service provided to a Customer or Authorized User by the Company.

Special Access Service - All exchange access not utilizing telephone company end office switches. This service includes dedicated access that connects end user to end user, end user to carrier, or carrier to carrier and may include analog or digital channels for voice, data or video transmissions.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Subscriber - Any person, firm, partnership, corporation, governmental agency or other entity that orders service from the Company on behalf of itself or on behalf of others. A Subscriber may, in the ordinary course of its operations, makes telephones available to transient users of its premises for placing of intrastate calls. The Subscriber has a pre-existing business arrangement with the Company and may also be a Customer.

Telecommunications - The transmission of voice communications or, subject to the transmission capabilities of the Service, the transmission of data, facsimile, signaling, metering, or any other form of intelligence.

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One World Trade Center, Suite 1100  
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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

Third Party Calls - An Operator Assisted call for which charges are billed not to the originating number, but to a third party telephone number which is neither the originating nor the terminating telephone number.

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**SECTION 2 - RULES AND REGULATIONS**

**2.1 Undertaking of the Company**

Service is offered to residential and business Customers of the Company to provide direct dialed calls and operator assisted calls originating and terminating partially or wholly within the State of South Dakota, using the Company's network configuration. The Company provides switched long distance network services for voice grade services. The Company does not undertake to transmit messages but furnishes the use of its facilities to its Customers for communications. All services are provided subject to the terms and conditions set forth in this tariff. In the event of a conflict between a contract entered into by the Company and this tariff, the terms of this tariff shall prevail.

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

**2.2 Limitations**

- 2.2.1 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.
- 2.2.2 Legacy reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

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Issue Date:

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One World Trade Center, Suite 1100

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

**2.2 Limitations, (Cont'd.)**

- 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 All services and facilities provided under this tariff are directly or indirectly controlled by Legacy and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 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.

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

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

**2.4 Liabilities of Company**

**2.4.1** Legacy'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.

**2.4.2** The Company shall not be liable for 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.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Liabilities of Company, (Cont'd.)**

- 2.4.3** Legacy shall not be liable for any failure of performance hereunder due to causes beyond its control, including but not limited to Acts of God, fires, flood or other catastrophes; atmospheric conditions or other phenomena of nature, such as radiation; any law, order, regulation, directive, action or request of the United States Government, or any other government, including state and local governments having jurisdiction over Legacy or the services provided hereunder; national emergencies; civil disorder, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor problems or regulations established or actions taken by any court or government agency having jurisdiction over the Company or the acts of any party not directly under the control of the Company.
- 2.4.4** Legacy is not liable for any act, omission or negligence of any Local Exchange Carrier or other provider whose facilities are used concurrently in furnishing any portion of the services received by Customer, or for the unavailability of or any delays in the furnishing of any services or facilities that are provided by any Local Exchange Carrier. Should the Company employ the service of any Other Common Carrier in furnishing the service provided to Customer, the Company's liability shall be limited according to the provisions stated above.
- 2.4.5** Legacy shall be indemnified and held harmless by the Customer and Authorized User from and against all loss, liability, damage, and expense, including reasonable attorney's fees, due to claims for libel, slander, or infringement of copyright or trademark in connection with any material transmitted by any person using the Company's services and any other claim resulting from any act or omission of the Customer or Authorized User relating to the use of the Company's facilities.

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

**2.4 Liabilities of Company, (Cont'd.)**

**2.4.6** The Company shall not be liable for any act or omission of any other entity furnishing to the Customer facilities or equipment used with the service furnished hereunder; nor shall the Company be liable for any damages or losses due in whole or in part to the failure of Customer-provided service, equipment or facilities.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.5 Deposits**

The Company does not require deposits from customers.

**2.6 Advance Payments**

The Company does not normally require advance payments from customers, however it reserves the right to collect an advance payment of one month's estimated charges. The advance payment is applied to the following month's bill for service.

**2.7 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment and Credit Regulations****2.8.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.8.2 Payment for Service**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision of the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.8 Payment and Credit Regulations, (Cont'd.)****2.8.2 Payment for Service, (cont'd.)**

- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected. The Company does not charge a late charge for unpaid bills.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) In the event the Company must employ the services of attorneys for collection of charges due under this tariff or any contract for special services, Customer shall be liable for all costs of collection including reasonable attorney's fees and court costs.
- (H) Legacy will not bill for unanswered calls in areas where Equal Access is available, nor will Legacy knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, Legacy will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (I) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.
- (J) A Customer has 180 days from the date of a bill to dispute a portion of their bill, notwithstanding Section 2.8.2 (A) through (I) above. While the charge is in dispute, the Customer shall only be required to pay the undisputed portion of their bill in full.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.9 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.10 Billing Entity Conditions**

When billing functions on behalf of Legacy are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact Legacy directly. If there is still a disagreement about the disputed amount after investigation and review by Legacy or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

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**Issue Date:****Effective Date:****Issued by:**Mr. Curtis A. Brown - President  
One World Trade Center, Suite 1100

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the SDPUC.

**2.12 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

**2.13 Denial of Access or Disconnect of Service by the Company**

The Company expressly retains the right to deny access or disconnect service without incurring any liability for any of the following reasons.

**2.13.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment and notice of intention to disconnect from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;

**2.13.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to Legacy operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.13 Denial of Access to Service by the Company, (Cont'd.)**

**2.13.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or

**2.13.4** Failure to pay a previously owed bill by the same Customer at another location.

**2.14 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.15 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstatement of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstated (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.16 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.17 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

**2.18 Toll Free Numbers**

Legacy will make every effort to reserve "vanity" toll free numbers on the Customer's behalf, but makes no warranty or guarantee that the "vanity" number(s) will be available for use by the Customer.

If a Customer accumulates undisputed past-due charges, the Company reserves the right not to honor the Customer's request for a change in toll free service to another carrier (i.e. "porting" of the toll free number), including a request for a Responsible Organization (Resp Org) change, until such charges are paid in full.

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

**2.19 Responsibilities of the Subscriber**

- 2.19.1** The Subscriber is responsible for placing any necessary orders, for complying with tariff regulations, and for ensuring that Authorized Users comply with tariff regulations. The Subscriber is also responsible for the payment of charges for calls originated at the Subscriber's premises that are not collect, third party, calling card, or credit card calls.
- 2.19.2** The Subscriber is responsible for charges incurred for special construction and/or special facilities that the Subscriber requests and which are ordered by Legacy on the Subscriber's behalf.
- 2.19.3** If required for the provision of Legacy's Services, the Subscriber must provide any equipment space, supporting structure, conduit, and electrical power without charge to Legacy.
- 2.19.4** The Subscriber is responsible for arranging ingress to its premises at times mutually agreeable to it and Legacy when required for Legacy personnel to install, repair, maintain, program, inspect, or remove equipment associated with the provision of Legacy's Services.
- 2.19.5** The Subscriber shall ensure that its terminal equipment and/or system is properly interfaced with Legacy's facilities or services, that the signals emitted into Legacy's network configuration are of the proper mode, bandwidth, power, and signal level for the intended use of the Subscriber and in compliance with the criteria set forth in Part 68 of the Code of Federal Regulations, and that the signals do not damage equipment, injure personnel, or degrade service to other Subscribers.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.19 Responsibilities of the Subscriber, (Cont'd.)**

- 2.19.6** If the Subscriber fails to maintain the equipment and/or the system properly, with resulting imminent harm to Legacy's equipment, personnel, or the quality of Service to other Subscribers or Customers, Legacy may, upon written notice, require the use of protective equipment at the Subscriber's expense. If this fails to produce satisfactory quality and safety, Legacy may, upon written notification, terminate the Subscriber's service.
- 2.19.7** The Subscriber must pay Legacy for replacement or repair of damage to the equipment or facilities of Legacy caused by negligence or willful act of the Subscriber, its Authorized Users, or others, or by improper use of equipment provided by the Subscriber, Authorized Users, or others.
- 2.19.8** The Subscriber must pay for the loss through theft or fire of any of Legacy's equipment installed at Subscriber's premises.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.20 Responsibilities of Authorized Users**

- 2.20.1** The Authorized User is responsible for compliance with the applicable regulations set forth in this tariff as well as all rules and regulations of the state utility commission and the FCC.
- 2.20.2** The Authorized User is responsible for identifying the station, party, or person with whom communication is desired and/or made at the called number.
- 2.20.3** The Authorized User is responsible for providing Legacy with a valid method of billing for each call. Legacy reserves the right to validate the credit worthiness of users through available credit card, calling card, called number, third party telephone number, and room number verification procedures. Where a requested billing method cannot be validated, the user may be required to provide an acceptable alternate billing method or Legacy may refuse to place the call.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.21 Responsibilities of Aggregators**

In addition to the responsibilities of Aggregators in their capacities as Subscribers, Aggregators must also adhere to the following requirements:

**2.21.1** Aggregators must post on the telephone instrument, in plain view of Authorized Users,

- (A) The name, address, and toll-free telephone number of the provider of operator services; and
- (B) A written disclosure that the rates for all operator-assisted calls are available on request, and that Authorized Users have a right to obtain access to the intrastate common carrier of their choice and may contact their preferred intrastate common carriers for information on accessing that carrier's service using that telephone; and
- (C) The name and address of the enforcement division the Federal Communications Commission, to which the Authorized User may direct complaints regarding Operator Services; and
- (D) Any other information required by state or federal regulatory agencies or law.

**2.21.2** Aggregators must ensure that each of its telephones presubscribed to a provider of operator services allows the Authorized User to use "800" and "950" access code numbers to obtain access to the provider of operator services desired by the Authorized User.

**2.21.3** Legacy shall withhold payment (on a location-by-location basis) of any compensation, including commissions, to Aggregators if Legacy reasonably believes that the Aggregator (i) is blocking access by means of "950" or "800" numbers to intrastate common carriers in violation of The Telephone Consumer Protection Act of 1990 paragraph 3.4.1.B.; or (ii) is blocking access to equal access codes in violation of rules the Federal Communication Commission and/or the state Commission may prescribe.

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

**2.22 Customer Inquiries or Complaints**

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

Customer Service Manager  
Legacy Long Distance International, Inc.  
One World Trade Center, Suite 1100  
Long Beach, CA 90831  
(800) 577-5534

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, SD 57501-5070  
(605) 773-3201  
(800) 332-1782  
TTY Through Relay South Dakota (800) 877-1113

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**SECTION 3 - DESCRIPTION OF SERVICES****3.1 General**

Legacy Long Distance International, Inc. offers outbound long distance, operator assisted, in-bound toll free and travel card services to its customers. Rates for these services vary by product. All Legacy services are available 24 hours a day, seven days a week.

Legacy's Operator Assisted Service is provided for use by presubscribed Customers as well as transient Customers at host or Subscriber locations. Services arranged for the use of the transient public are subject to restrictions imposed by the South Dakota Public Utilities Commission and the Federal Communications Commission.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.2 Determination of Call Duration and Timing of Calls**

- 3.2.1 For Direct Dialed Calls and Operator Station Calls, chargeable time begins when the connection is established between the calling station and the desired telephone, attendant board, or private branch exchange console.
- 3.2.2 Chargeable time ends when the connection is terminated.
- 3.2.3 Chargeable time does not include the time lost because of known faults or defects in the service.
- 3.2.4 The initial and additional timing periods for billing purposes vary by product and are specified in Section 4 of this tariff.
- 3.2.5 The Company will not bill for unanswered calls. When a Customer indicates that he/she was billed for an incomplete call, Legacy will reasonably issue credit for the call.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.3 Time of Day Rate Periods**

For time of day sensitive services, the appropriate rates apply for day, evening and night/weekend calls based on the following chart:

	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 4:59 PM	DAYTIME RATE PERIOD OR PEAK RATE PERIOD						
5:00 PM TO 10:59 PM	EVENING RATE PERIOD OR OFF PEAK RATE PERIOD					EVE	
11:00 PM TO 7:59 AM	NIGHT/WEEKEND RATE PERIOD OR OFF PEAK RATE PERIOD						

3.3.1 Day, Evening, and Night/Weekend times are determine by the local time of the location of the calling service point. Chargeable time for a rate period (e.g. 8AM-5PM) begins with the first stated hour (8AM) and continues to, but does not include, the second stated hour (5PM). The rate applicable at the start of chargeable time at the calling station applies to the call during the duration of the call that is applicable to that time period. If a call begins in one discount period and ends in another, the initial period discount applied is the discount in effect at the time the call is established. The charge for each additional minute of usage is the additional minute billing rate of the rate period in which the beginning of each minute occurs.

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## SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)

## 3.3 Time of Day Rate Periods, (Cont'd.)

3.3.2 The time when connection is established is determined in accordance with the time standard or daylight savings -legally or commonly in use at the location of the calling service point and determines whether Day, Evening, Night or Weekend rates apply. This rule applies whether the message is sent paid or collect and is applicable to interLATA direct dialed and operator assisted calls.

3.3.3 The Evening rate applies to the holidays listed below unless a lower rate period is in effect.

New Year's Day	**
Martin Luther King Day	*
Memorial Day	*
Independence Day	**
Labor Day	*
Veterans Day	**
Thanksgiving Day	*
Christmas Day	**

\* = Applies to Federally recognized days only.

\*\* = If the holiday falls on a Sunday, the holiday rates are applied to the following Monday. If the holiday falls on a Saturday, the holiday rates are applied to the preceding Friday.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.4 Calculation of Distance**

For services which are distance sensitive, usage charges are based on the airline distance between the serving wire center locations associated with the originating and terminating points of the call.

The distance between the originating and terminating points is calculated by using the "V" and "H" coordinates of the serving wire centers as defined by BellCore (Bell Communications Research), in the following manner:

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

Formula:

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

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)**

**3.5 Legacy Operator Services**

**3.5.1 Determination of Charges**

The charges for operator services are determined by the:

- distance between applicable rate centers
- time of day and day of week
- duration of call
- class of call

**3.5.2 Classes of Services**

Service is offered on a Dial Station, Customer Dialed Calling Card Station, Operator Station, and Person-to-Person basis. Day, Evening, Night and Weekend rates apply to all classes of services.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Legacy Operator Services, (Cont'd.)****3.5.3 Application of Operator Services Rates**

The total charge for each completed operator assisted call consists of the following charge elements: (a) a measured usage charge dependent on the duration, distance and time of day of the call; (b) a fixed Operator Service charge and/or surcharge for operator assisted calls, which will be dependent on the type of billing selected (i.e., calling card, third party or other) and/or the completion restriction selected (i.e., station-to-station or person-to-person). The usage charge element is specified as a rate per minute that applies to each minute of call duration, with a minimum charge for each call of one minute, and fractional minutes of use thereafter counted as one full minute or a portion thereof (incremental billing).

**3.5.4 Customer Dialed Calling Card**

This charge applies in addition to usage charges for calls billed to a Commercial Credit Card or Calling Card when the Customers dials all of the digits required to route and bill the Call.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.5 Legacy Operator Services, (Cont'd.)****3.5.5 Operator Station Charge**

This charge applies in addition to usage charges for calls placed with operator assistance, other than Customer Dialed Credit/Calling Card or Operator Dialed Calling Card and Person-to Person calls.

**3.5.6 Person-to-Person Charge**

This charge applies in addition to usage charges for calls placed to a particular party at the destination number. Charges do not apply unless the specified party or an acceptable substitute is available. Calls may be billed to a third number, credit/calling card or the called party (collect).

**3.5.7 Public Payphone Surcharge**

Operator Assisted calls originating from a Public Payphone will be charged the Public Payphone Surcharge listed in Section 4 - Rates.

**3.5.8 Location Fee**

A fee as described in Section 4 may be imposed in addition to the rates and charges selected by the Aggregator. The combination of service charges, usage charges and Location Fee may be limited by the Company to comply with FCC rules and orders or to insure that the resulting rates and charges are just and reasonable as determined by the Company.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.6 Legacy Commercial Long Distance Service**

Legacy Commercial Long Distance Service is offered in two different rate plans and each provides the Customer with the ability to place outbound calling service from their business location. Calls are billed in six (6) second increments after an initial period, for billing purposes, of thirty (30) seconds. Calls are rated as described in each plan in Section 4.

**3.7 Legacy Residential Long Distance Service**

Legacy Residential Long Distance Service provides the Customer with the ability to place outbound calling service from their residence location. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated as described in Section 4.

**3.8 Legacy Toll Free Service**

Legacy Toll Free Service is offered in three different rate plans and each permits inbound calls to be completed to the customer's location without charge to the calling party. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated as described in each plan in Section 4.

**3.9 Legacy Travel Card Service**

Legacy Travel Card Service allows the Customers to place calls within the State of South Dakota while away from home or office. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated as described in Section 4.

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**SECTION 3 - DESCRIPTION OF SERVICES, (CONT'D.)****3.10 Legacy Hospitality Service**

Legacy Hospitality Long Distance Service is offered in four rate plans and each provides the Customer, who serve mostly transient End Users, with the ability to place outbound calling service from their hospitality location. Calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute. Calls are rated for each plan as described in Section 4. Hospitality Customers subscribing to Hospitality Rate Plans B, C or D are required to sign a contract with the company that details the terms and conditions of service for these offerings.

**3.11 Directory Assistance**

Directory Assistance is available to Customers of Legacy Service. A 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.

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**SECTION 4 - RATES**

**4.1 General**

Each Customer is charged individually for each call placed through the Company. Charges may vary by product type, time of day, day of week and call duration.

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SECTION 4 - RATES, (CONT'D.)

4.2 Legacy Operator Services

4.2.1 Intrastate Per Minute Rates

All calls are billed in one (1) minute increments after an initial period, for billing purposes, of one (1) minute.

Mileage Band	Day		Evening		Night/Weekend	
	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period	Initial Period	Each Add'l Period
All Miles	\$0.6900	\$0.6900	\$0.6900	\$0.6900	\$0.6900	\$0.6900

4.2.2 Intrastate Per Call Surcharges

	Billed To <u>LEC</u>	Billed To <u>Credit Card</u>
Customer Dialed Calling Card Station		
Automated	\$4.95	\$4.95
Operator Assisted	\$5.50	\$5.50
Operator Must Assist	\$4.95	\$4.95
Operator Dialed Calling Card Station	\$5.50	\$5.50
Operator Station		Operator
Collect	<u>Automated</u> \$5.50	<u>Assisted</u> \$5.50
Billed to Third Party	\$5.50	\$5.50
Sent Paid, Non-Coin	\$5.50	\$5.50
Person to Person	\$9.95	\$9.95

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**SECTION 4 - RATES, (CONT'D.)****4.2 Legacy Operator Services, (Cont'd.)****4.2.3 Public Payphone Surcharge**

Public Payphone Surcharge	\$0.30
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**4.2.4 Location Fee**

The following options apply based upon the Intrastate, Interstate and International Plan the Aggregator subscribes to:

**(A) Location Fees:**

(i) Option A	\$1.00
(ii) Option B	\$1.25
(iii) Option C	\$1.50
(iv) Option D	\$1.75
(v) Option E	\$2.00
(vi) Option F	\$2.25
(vii) Option G	\$2.50
(viii) Option H	\$2.75
(ix) Option I	\$3.00

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## SECTION 4 - RATES, (CONT'D.)

## 4.3 Legacy Commercial Long Distance Service

## 4.3.1 Commercial Rate Plan A

Miles	Day	Evening	Night
All	\$0.0900	\$0.0900	\$0.0900

Billing Increments:

Initial Period - Thirty (30) Second Minimum

Additional Period - Six (6) Second Increment

## 4.3.2 Commercial Rate Plan B

Miles	Day	Evening	Night
All	\$0.1090	\$0.1090	\$0.1090

Billing Increments:

Initial Period - Thirty (30) Second Minimum

Additional Period - Six (6) Second Increment

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## SECTION 4 - RATES, (CONT'D.)

## 4.4 Legacy Residential Long Distance Service

## 4.4.1 Residential Rate Plan A

Miles	Day	Evening	Night
All	\$0.0900	\$0.0900	\$0.0900

## Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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## SECTION 4 - RATES, (CONT'D.)

## 4.5 Legacy Toll Free Service

## 4.5.1 Toll Free Rate Plan A

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Monthly Service Charge: \$5.50  
 Billing Increments:  
     Initial Period - One (1) minute  
     Additional Period - One (1) minute

## 4.5.2 Toll Free Rate Plan B

Miles	Day	Evening	Night
All	\$0.0790	\$0.0790	\$0.0790

Monthly Service Charge: \$2.50  
 Billing Increments:  
     Initial Period - One (1) minute  
     Additional Period - One (1) minute

## 4.5.3 Toll Free Rate Plan C

Miles	Day	Evening	Night
All	\$0.0890	\$0.0890	\$0.0890

Billing Increments:  
     Initial Period - One (1) minute  
     Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.6 Legacy Travel Card Service

4.6.1 Travel Card Rate Plan A

Miles	Day	Evening	Night
All	\$0.1250	\$0.1250	\$0.1250

Surcharge Per Call: \$0.00  
Billing Increments:  
Initial Period - One (1) minute  
Additional Period - One (1) minute

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**SECTION 4 - RATES, (CONT'D.)**

**4.7 Legacy Hospitality Service**

**4.7.1 Hospitality Rate Plan A**

Miles	Day	Evening	Night
All	\$0.0490	\$0.0490	\$0.0490

Monthly Service Charge: \$3.50

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

**4.7.2 Hospitality Rate Plan B**

Miles	Day	Evening	Night
All	\$0.0690	\$0.0690	\$0.0690

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

**4.7.3 Hospitality Rate Plan C**

Miles	Day	Evening	Night
All	\$0.0790	\$0.0790	\$0.0790

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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SECTION 4 - RATES, (CONT'D.)

4.7 Legacy Hospitality Service, (Cont'd.)

4.7.4 Hospitality Rate Plan D

Miles	Day	Evening	Night
All	\$0.0990	\$0.0990	\$0.0990

Billing Increments:

Initial Period - One (1) minute

Additional Period - One (1) minute

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**SECTION 4 - RATES, (CONT'D.)****4.8 Directory Assistance****4.8.1 Rates**

Directory Assistance, per call

InterLATA Directory Assistance	\$1.49
IntraLATA Directory Assistance	\$0.85

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**SECTION 4 - RATES, (CONT'D.)**

**4.9 Late Payment Charge**

A late fee of the greater of 1.5% or \$1.00 per month will be charged on any past due balance.

**4.10 Return Check Charge**

A return check charge of \$20.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to South Dakota law and Commission regulations.

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**SECTION 5 - PROMOTIONS**

**5.1 Promotions - General**

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. The Company will provide thirty (30) days notification to the Commission of the availability and duration of such offers.

**5.2 Demonstration of Calls**

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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**SECTION 6 - CONTRACT SERVICES****6.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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**ATTACHMENT IV**

**COMPANY BROCHURE(S) USED TO ASSIST IN THE SALE OF SERVICES**

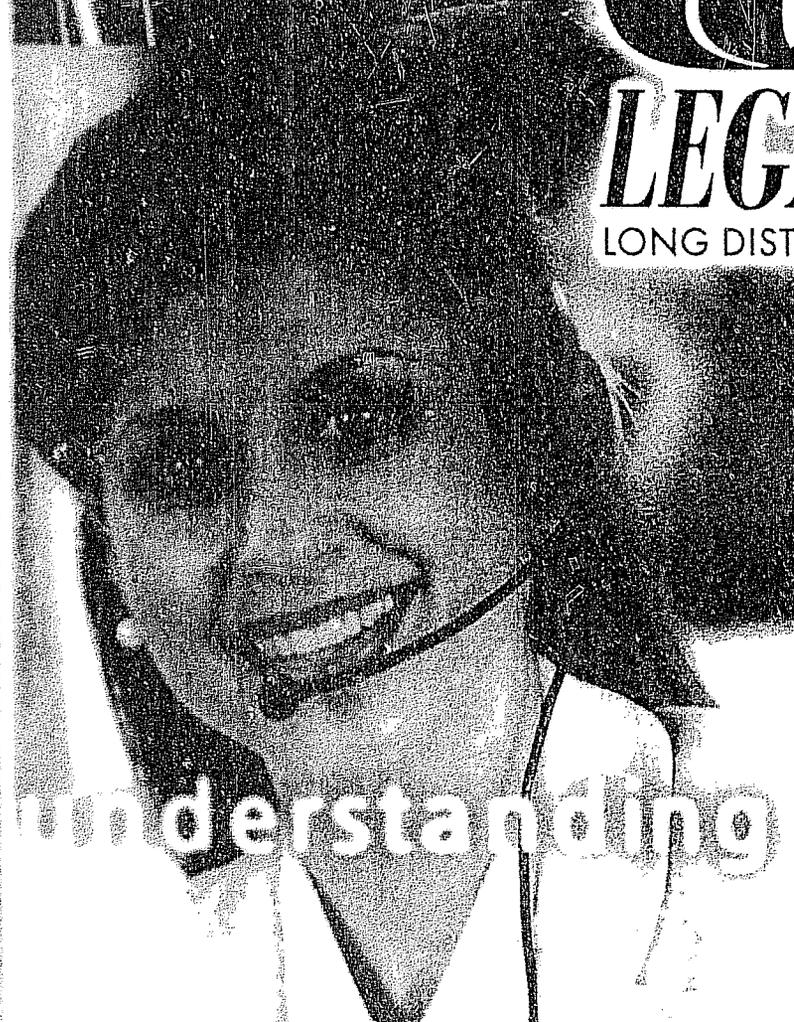
innovation

INTEGRITY



**LEGACY**  
LONG DISTANCE, INC.

understanding



# A History of Sustained Growth

"Sustained growth and financial stability can only be achieved by offering a truthful, superior product coupled with enduring customer support. This is not just a philosophy it is the only way Legacy does its business."  
- Curtis A. Brown, President and CEO

Since its inception, Legacy has continued to see incredible sustained growth in the long distance and operator service markets. Our ability to continue to foresee and react to an evolving telecommunications environment equates to not only our long-term success but also that of our clients and agents.

The Company was founded on the principal that the hospitality, health care and COCOT markets were in desperate need of a better solution. Legacy built that solution by creating superior customer support, more dynamic rates, enhanced commission plans, and a provider dedicated to customizing its product to combat the severe "dial-around" issues confronting today's hotel and payphone owners.

Legacy is a full-service, facilities based provider committed to high quality customer support and detailed commission-reporting programs. With Legacy you will find quality people with experience who recognize that our business is entirely about our customers.

# Connecting you to the World

Legacy, at the focal point of the telecommunications revolution, has created a network backbone with immense capacity and reach. The Company's network and state-of-the-art operator center has placed Legacy as an industry leader in network transmission and call completions. Through cutting-edge technology, shrewd investment, and strategic alliances, Legacy owns and operates one of the most effective networks in the telecom industry, supplying optimal quality for every call dialed by each Legacy customer.

# Products & Services

## Choose Wisely

Increased "dial-around", mergers, acquisitions, and an evolving telecommunications environment have made it more important than ever for you to choose a provider with a proven track record of high-level call completion ratios and timely, reliable commissions.

In a communications world that changes daily it is now, more than ever, important for you to choose a true communications leader as your provider. Legacy offers you a full range of data and voice services that can enhance the way you conduct your business everyday

Long Distance

Toll Free Service

Dedicated Access

Conference Calling

Travel Cards

Employee Project Codes

Voice Mail

Delivery™ – Agent Reporting System

Employee Programs

Video Conferencing

Management Reports

211 Service.

## Our Purpose "The Customer"

Legacy defines its product by evaluating the everyday needs of each individual consumer. Our highly trained, multi-lingual representatives will provide 24-hour customer and technical support every single day of the year. We operate our company with clear knowledge that our only purpose is providing the best possible product and support services available for our valued clients. We thank you in advance for considering us and encourage you to compare our services

with those of our competitors. Legacy is confident that if you do, you will find we are simply the best choice for your communication needs.



One World Trade Center, Suite 1100, Long Beach, CA 90831 800-577-5534 [www.golegacy.com](http://www.golegacy.com)





## Finally ... A Reason To Switch!

Dear Sir or Madam:

Thank you for taking the time to consider Legacy Long Distance International, Inc. for your long distance needs. We know that when choosing a long distance provider, most hotels and motels feel communication reliability and customer recognition are two of the most important issues in making a decision. That is why Legacy utilizes not only the latest state-of-the-art equipment, but guarantees twenty-four hour customer service to solve any problem regardless of the problem.

### We offer the best rates in the industry!

Legacy also offers the lowest rates in the industry for all of your direct dialing needs. All interstate calls are billed at a flat rate of 4.9 cents per minute, with intrastate calls billed at a flat rate of 6.9 cents per minute. These rates apply twenty-four hours a day 365 days a year.

### We offer the best Operator Service Plans in the industry!

Legacy provides its customers with the same low cost rates for operator assisted calling as AT&T. Where Legacy departs from AT&T and all other long distance providers is with its generous commission structure. Therefore, your clients will never be over billed, and your commissions will be much greater than what other long distance providers can offer.

### RISK FREE - CANCEL AT ANY TIME

Legacy knows that no other long distance provider can offer the same savings on direct long distance calling and the generous commissions on operator assisted calls that Legacy provides. We want to show you that we are in fact the best solution for your long distance needs. That is why Legacy offers a NO RISK solution to trying our services. No long term contracts are required. You can cancel your service at any time. Legacy will even pay for your switching costs.

On behalf of Legacy, I look forward to the beginning of a long and prosperous business relationship. Please feel free to contact me at your convenience with any questions, and to finally make the switch to Legacy.

Sincerely,

David Graef  
Director of Sales and Marketing

Exclusively Endorsed By:  
Leuva Patidar Samaj of U.S.A.  
National Republic Bank of Chicago  
(a leading financial / lending institution in the hospitality industry)  
Nevada Hotel & Motel Association  
New Mexico Hotel & Motel Association  
San Diego Pay Phone Association  
Numerous Other Hotel / Motel Association Nationwide



*Your #1 Hospitality Communications Provider*

*The Lowest Domestic Long Distance Rates*

- \* OFFERED FOR ALL INTER & INTRASTATES CALLS \*
- \* 4.9/6.9 Cents Per Minute – 24 Hours a Day – 365 Days a Year
  - No Monthly Service Fees
  - Rate good for All calls with the U.S.
  - No Hidden Charges

*The Lowest International Rates*

- \* GET THE BEST RATES FOR YOUR MOST FREQUENTLY CALLED COUNTRY \*
- India – 37 cents per minute
- United Kingdom – 9 cents per minute
- Canada – 9 cents per minute
- France – 13 cents per minute
- Germany – 13 cents per minute

*The Highest Operator Service Commissions*

- Commissions paid on time every single month!
- Complete call detail with every commission check!
- No Overcharging!
- Custom branding for your hotel on every live operator telephone call!

*No Risk – Cancel At Any Time*

- No Long Term Contracts!
- You May Cancel At Any time!
- We Pay Switching Costs!

*About Legacy*

Legacy Long Distance is one of the fastest growing long distance providers in the United States. Legacy is exclusively endorsed by Hotel/Motel Associations across the Country, including the Nevada Hotel & Motel Association. We are committed to high quality transmission at affordable rates. With Legacy you finally have a reason to switch!

**ATTACHMENT V**

**COST SUPPORT**

**LEGACY LONG DISTANCE INTERNATIONAL, INC.**

**Cost Support Information**

The costs and revenues calculated below are based on a projected mix of traffic and current network cost experience. All Independent Network Services are planned and priced to cover costs and generate a reasonable return for the corporation.

**AVERAGE COST BASE:**

Carrier Costs	\$0.248 per message
Billing and distribution of funds	\$0.331 per message
Bad Debt Reserve	\$0.357 per message
Administration	\$2.760 per message
Calculated Cost Base	\$3.696 per message

**AVERAGE INTRASTATE REVENUE:**

Calculated Revenue	\$6.15 per message
--------------------	--------------------

**NET MARGIN:** \$2.454 per message or 39.9 %

**ATTACHMENT VI**  
**RESUMES OF MANAGEMENT PERSONNEL**

**LEGACY LONG DISTANCE INTERNATIONAL, INC.**  
**RESUMES OF MANAGEMENT PERSONNEL**

**Curtis A. Brown, President**

Prior to founding Legacy Long Distance International, Inc. ("LLDI") in September 1996, Curtis was President for Public Communications Network, Inc. (PCN). PCN was a start-up long distance service incorporated in August 1995. In a period of one year Mr. Brown successfully took \$150,000 of vested capital and built a company producing over \$1,500,000 its first year. Prior to working with PCN, Curtis acted as the General Manager of Operator Services/Director of Customer Services for Communications TeleSystems International (CTS). CTS is the 13th largest long distance provider in the United States. There he was responsible for all aspects of customer services, operator and network control operations, agent support, and all 0+ operations. During his tenure with CTS, Mr. Brown increased net revenues by over 680%.

**Kenneth J. Durante, Chief Financial Officer**

Mr. Durante brought his talents to LLDI after serving as the Finance Manager for PCN. Kenneth has worked flawlessly with annual budgets of over two million dollars while managing the daily activities of over 300 personnel. Mr. Durante brings LLDI hands-on history of sterling management skills backed by an MBA in Finance, BA in Business Administration, and an AA in Computer Programming.

**George Hansell, Vice President of Sales**

Mr. Hansell also comes to LLDI from PCN where he acted as the Residential and Commercial Sales Manager. Prior to joining the PCN team, George served as the Southern Region Materials and Sales Manager for Sharp Memorial Hospital. During his tenure at Sharp Memorial, Mr. Hansell was responsible for negotiating a national contract that saved the facility 1.5 million dollars annually in operational costs. His experience in Sales management is unsurpassed. George's concern for the customers' needs and his ability to communicate make him a valued asset to LLDI.



November 17, 2000  
Overnight Delivery

270 N. Park Ave  
Winter Park, FL  
32789

PO Drawer 200  
Winter Park, FL  
32789-0200

Tel: 407 740-8575  
Fax: 407 740-0613  
tmsi@tmsinc.com

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

RECEIVED

NOV 20 2000

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION

**RE:** SDPUC Docket TC00-173 - In the Matter of the Application of Legacy Long Distance International, Inc. for a Certificate of Authority to Provide Telecommunications Services in South Dakota

Dear Mr. Bullard:

Enclosed for filing are an original and ten (10) copies of a revised tariff sheet 19, removing any reference to the company collecting advanced payments or deposits for intrastate service. This filing is being made in response to a request I received from Mr. Keith Senger in this matter.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed stamped envelope.

Questions regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance.

Sincerely,

Thomas M. Forte

Consultant to Legacy Long Distance International, Inc.

Enclosures

cc: C. Brown - Legacy  
file: Legacy - SD  
TMS: SDo0000b

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

**2.5 Deposits**

The Company does not require deposits from customers.

**2.6 Advance Payments**

The Company does not require advance payments from customers.

**2.7 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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Issue Date:

Effective Date:

Issued by:

Mr. Curtis A. Brown - President  
One World Trade Center, Suite 1100  
Long Beach, CA 90831

SD00000

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

IN THE MATTER OF THE APPLICATION OF )  
LEGACY LONG DISTANCE INTERNATIONAL, )  
INC. FOR A CERTIFICATE OF AUTHORITY TO )  
PROVIDE INTEREXCHANGE )  
TELECOMMUNICATIONS SERVICES IN )  
SOUTH DAKOTA )

ORDER GRANTING  
CERTIFICATE OF  
AUTHORITY

TC00-173

On October 17, 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 Legacy Long Distance International, Inc. (Legacy).

Legacy proposes to offer presubscribed service, toll free inbound service, travel card service, and operator assisted services to both residential and business customers. A proposed tariff was filed by Legacy. The Commission has classified long distance service as fully competitive.

On October 19, 2000, the Commission electronically transmitted notice of the filing and the intervention deadline of November 3, 2000, to interested individuals and entities. No petitions to intervene or comments were filed and at its January 4, 2001, meeting, the Commission considered Legacy's request for a certificate of authority. Commission Staff recommended granting a certificate of authority, subject to the condition that Legacy 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 Legacy has met the legal requirements established for the granting of a certificate of authority. Legacy 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 Legacy's application for a certificate of authority, subject to the condition that Legacy 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 Legacy's application for a certificate of authority is hereby granted, subject to the condition that Legacy not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission. It is

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

Dated at Pierre, South Dakota, this 10<sup>th</sup> day of January, 2001.

<b>CERTIFICATE OF SERVICE</b>
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>Alaine Kelbo</u>
Date: <u>1/12/01</u>
(OFFICIAL SEAL)

BY ORDER OF THE COMMISSION:

James A. Burg  
JAMES A. BURG, Chairman

Pam Nelson  
PAM NELSON, Commissioner

Laska Schoenfelder  
LASKA SCHOENFELDER, Commissioner

# SOUTH DAKOTA PUBLIC UTILITIES COMMISSION

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## CERTIFICATE OF AUTHORITY

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

Authority was Granted January 4, 2001  
Docket No. TC00-173

*This is to certify that*

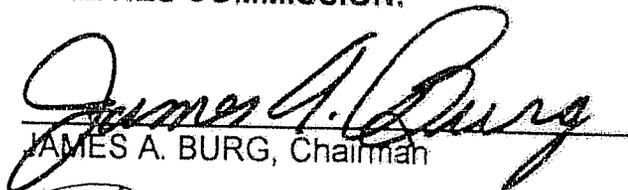
### LEGACY LONG DISTANCE INTERNATIONAL, INC.

is authorized to provide interexchange telecommunications services in South Dakota, subject to the condition that Legacy Long Distance International, Inc. not offer a prepaid calling card or require deposits or advance payments without prior approval of the Commission.

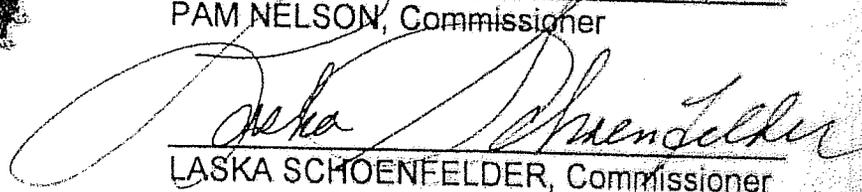
This certificate is issued in accordance with SDCL 49-31-3 and ARSD 20:10:24:02, and is subject to all of the conditions and limitations contained in the rules and statutes governing its conduct of offering telecommunications services.

Dated at Pierre, South Dakota, this 10th day of January, 2001.

SOUTH DAKOTA PUBLIC  
UTILITIES COMMISSION:

  
JAMES A. BURG, Chairman

  
PAM NELSON, Commissioner

  
LASKA SCHOENFELDER, Commissioner

